Regular City Council Meeting
April 25, 2016
Agenda

7:30 p.m. Call to Order
Pledge of Allegiance
Roll Call
Approval of Minutes: April 9, 2016 Special Mtg, April 11, 2016 mtg.
Approval of Bills: None
Approval of Agenda
Public Comment

I. Old Business –

II. New Business
   1. Consider application for City of South Lyon quota Class C liquor license
   2. Consider approval Michigan Mutual Aid Box Alarm System (MI-MABAS) Updated Agreement
   3. Consider approval of special event permit for annual Lake Street Cruise-In 2016 to take place monthly beginning in May 2016- September 2016
   4. Consider approval of special event permit for Brown’s Root Beer Fifty-Six Years Celebration
   5. Consider approval of resolution proclaiming May Community Mental Health Month

III. Discussion – Downtown
IV. Manager’s Report
V. Council Comments
VI. Adjournment
The City of South Lyon
Special City Council Meeting
Budget Workshop
April 9, 2016

Mayor Galeas called the meeting to order at 9:20 a.m.
Mayor Galeas led those present in the Pledge of Allegiance.

PRESENT: Mayor Galeas
Council Members: Kivell, Kramer, Kurtzweil, Ryzvi, and Wedell
Also Present: City Manager Ladner,
Department Head Martin, Attorney Wilhelm, and Clerk/Treasurer Deaton

Councilmember Dedakis arrived at 9:24 a.m.

City Manager Ladner stated our valuation is up slightly from 325,200,040 to 329,152,650 based on calculations for increases in residential and commercial, but also a slight reduction in industrial and obviously a reduction in personal property taxes. We are expecting an additional increase for 2017-2018 budget years for 325,523,646. She further stated we are a long way from where the City was in 2008 which was just under 500,000,000. The question was asked if the State had made a decision on how the City will be made whole when the personal property taxes are removed. City Manager Ladner stated they have not as of yet. City Manager Ladner stated we will be primarily covering Department Head Martins budgets today.

Cemetery- Department Head Martin stated we have 6 seasonal employees that help with the upkeep of the Cemetery. He further stated the Cemetery is in good shape, but in the next 2-3 years we will need to consider resurfacing the roads. Department Head Martin stated he is budgeting for a frost and rock ripper which attaches to the mini excavator that was recently purchased. He stated this will help with the digging of graves in the winter time. Department Head Martin stated we are conservative on the revenue numbers because it is based on the sale of graves, and we never know what that number will be. Discussion was held regarding the cost of Cemetery plots and possibly raising the fee by $100.00 Department Head Martin stated we should have room in the Cemetery for the next 20 years. He further stated there are currently water lines throughout the Cemetery and the only thing we haven’t done is electricity. He stated they use a generator for the speaker during the Memorial Day Parade. City Manager Ladner stated we could also consider opening a crematorium which is an area most cemeteries have that are purchased at a lower cost for a smaller plot for cremains burials.

DPW- Department Head Martin stated the DPW takes care of the street repairs, water and sewer line repairs, snow removal, and many other things. He further stated people don’t realize the City is approximately 3.2 square miles, but that it actually includes 23 miles of streets the DPW maintains. He further stated the DPW has a good inventory of vehicles, some are aging, but we are good for now.

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Councilmember Kivell stated the average age of the vehicles is 7.9 years old. Department Head Martin stated some are not used in the summer time so that saves some wear and tear on them. Department Head Martin stated 390 Lafayette is ready for grass seeding and the DPW will be doing that soon. City Manager Ladner asked if Council is interested in looking into the 50/50 cost share program for sidewalks. Department Head Martin stated some of the worse sidewalks are on Lake Street and the other residential streets aren’t as bad. Councilmember Kivell asked if we have the ability to special assess the residents that won’t cooperate with replacing the sidewalks. City Manager Ladner stated we do have that ability. She stated some property owners want to fix their sidewalks but are afraid of the cost, but if we offer the 50/50 program, more will cooperate. Councilmember Kurtzweil stated Phil Wiepert paid for his sidewalks to be replaced and possibly Council should consider reimbursing him part of the cost. City manager Ladner stated this is a good program for the community and we could use our DPW to do the work. Department Head Martin stated under the land improvements line item includes the cost of tree plantings we need to do each year to continue to be considered a tree City. He further stated the City does the plantings ourselves because we purchased our own auger. Discussion was held regarding the condition of the fountain in Paul Baker Park. Councilmember Kurtzweil asked if during the recession anyone got a raise in pay. City Manager Ladner stated we went 5 years without a raise in pay. Councilmember Kurtzweil stated there should be an adjustment in the pay for Department Head Martin because he became the Department Head for the DPW and Water and Sewer when Steve Renwick retired. She stated he is on call 24 hours a day. She further stated she knows there has been a wage stagnation in this Country, but we are in a position now that we can adjust that, and if we had to replace Department Head Martin at this time, we could not for the same amount of money he is being paid. Councilmember Kurtzweil stated she was recently at a conference and the City employees had identifiable clothing and they looked great. City Manager Ladner stated the City doesn’t currently have a logo or branding tagline but she is working on that and she would like to look into the City staff having identifiable clothing for Department Heads for conferences and meetings. Discussion was held regarding training. Department Head Martin stated he does attend some training sessions, but he doesn’t like to leave his Departments unattended. He stated his employees go to training as well. Councilmember Kurtzweil stated she is very pro education.

Parks and Recreation: Department Head Martin stated we have many parks located in the City including the smaller parks within subdivisions. He stated his goal is to make the smaller parks more family friendly to residents and would like to add some picnic tables and such. He further stated he if Council approves he would like to add an ice rink in the overflow parking lot of McHattie Park. He stated the DPW guys could do the work for approximately $54,000. Councilmember Ryzyi stated that would be a good investment for our City. Councilmember Kramer asked what the liability would be for the City if someone is injured on the rink. Attorney Wilhelm stated we would need to let our liability carrier know if this moves forward and it is done in other communities so it can be done. City Manager Ladner stated we will post rules regarding safety equipment that should be used and it would also state the City is not responsible for injury. City Manager Ladner stated the money could come from Capital Improvement or General Fund. Councilmember Kivell stated he is not against the ice rink, but we still need to keep in mind the roads that need repair. Department Head Martin stated most of the roads aren’t horrible

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curb to curb, but are bad in spots. He further stated we could do some repairs on the worse areas of the streets. Further discussion was held regarding the need for street repairs in the City including the major streets. Department Head Martin stated we are responsible for the rail trail up to 11 Mile. He further stated there are many wooden bridges that are in rough shape and need to be fixed. He further stated the steel bridges are the best way to go. Councilmember Kurtzweil asked if there is a possibility we will be getting stands by the volleyball court in McHattie Park. Department Head Martin stated we could look into adding some for $2,500. Discussion was held regarding the restricted accounts for Volunteer Park. City Manager Ladner stated the restricted funds were restricted by City Council to be used for matching funds in the future.

Vehicle/Equipment Replacement- Department Head Martin stated he would like to purchase two pieces of equipment this fiscal year. He would like to purchase a wood chipper and a street cleaner. He further stated our street cleaner was purchased 12 years ago and we can purchase a new one for $42,000 a year for 5 years, but he would pay it off in 3 years. The life expectancy is 10-12 years for this equipment. He further stated if we replace it in 5 years, we will get a trade in value of $50,000. Department Head Martin stated the wood chipper we currently use, is shared with Milford and it is an older piece of equipment. It would be great if we could have our own.

Major/Local Streets- Department Head Martin stated this covers the cost of road repair and snow removal. City Manager Ladner stated this line item also includes the cost of $33,000 which is our cost of the stop light for the Safe Routes to School Project. She further stated in 2017-2018 budgets this line item includes our share of $77,709 for the Safe Routes to School Program. City Manager Ladner stated Dixboro is marked for paving between 8 Mile and 9 Mile between 2017 and 2020.

Discussion was held regarding the need for road repair in the City of South Lyon. The question was asked when Pontiac Trail will be fixed. City Manager Ladner stated the Road Commission believes Pontiac Trail is in good shape. Councilmember Kramel stated we need feedback from the Community. City Manager Ladner stated we will have an informational packet listing the pros and cons, as well as the cost and the effect on resident’s property tax bills if a bond issue is placed on a ballot. City Manager Ladner stated we could share the information via our website, the cable channel, social media as well as the newspaper. She further stated we could do a survey on survey monkey.

Water & Wastewater- Department Head Martin stated the water and wastewater plants are incredible. He further stated our water system is in good condition. He further stated we will need to paint the water tower in the next 2 years. He stated it will need to be painted inside and out for an approximate cost of $160,000 to $170,000. Department Head Martin stated the water and wastewater plant is the most expensive piece of equipment the City owns. Department Head Martin stated there will be an increase for water in June, but we have no other increases planned for. This increase is the last increase required for the DWRF. Councilmember Kurtzweil asked Department Head Martin if the tap fees for new businesses are negotiable. Department Head Martin stated our tap fees are very cheap compared to other communities, especially Lyon Township and there is a formula used to determine the fee which
was developed in 1968, but should be updated. City Manager Ladner stated we had worked with another business to pay their tap fees over time, and we had a very hard time collecting the money.

Cultural Arts Commission- Councilmember Kivell stated the fundraising from the past compared to what is being shown in the budget is not even close. He further stated they need to look at the current and past year’s numbers as well when working on the budget. Josie Kearns of the Cultural Arts Commission stated she will look into that. City Manager Ladner stated the Cultural Arts Commission is hoping to raise just over $2,000 from fundraising, and they are asking for $4,586. She further stated they are going to try to setup an account similar to the perpetual care fund for the Cemetery for their fundraising money will stay with them and not be transferred to the General Fund so they can begin to purchase artwork. Discussion was held regarding the seed money given to the Commission when they were first formed, and then the Commission was supposed to become self-supporting. Councilmember Rzyyi stated the Commission has brought a lot to the City and he can think of a lot of wasted spending that has occurred and he feels we should help support the Cultural Arts Commission. Councilmember Kurtzweil stated the Commission is working on business plans and they are a new Commission and potential of this Commission is amazing. City Manager Ladner stated we could look at this again in two weeks at the next budget session.

Historical Commission- City Manager Ladner stated their Budget is the same every year. Their revenues from the weddings cover the cost of the wedding coordinators fee. She further stated some of the money they use is for plantings around the Historical Village.

Councilmember Wedell stated there is a large discrepancy in the year end revenue funds for General Fund. He further stated it continues to go down, and the only reason the City made it through the rough years in such good condition is because of the General Fund. He further stated he would like the City Manager to look into why this is being depleted so quickly. City Manager Ladner said she would check into this, there may be a problem with the formula.

**CM 4-1-16 MOTION TO ADJOURN**

Motion by Kramer, supported by Kivell
Motion to adjourn meeting at 1:00 p.m.

**VOTE:**  
MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

______________________________  ________________________________
Mayor John Galeas                Lisa Deaton Clerk/Treasurer

4/9/16
Mayor Galeas called the meeting to order at 7:30 p.m.
Mayor Galeas led those present in the Pledge of Allegiance.

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

ABSENT: Councilmember Ryzyi

CM 4-1-16 MOTION TO EXCUSE COUNCILMEMBER RYZYI FOR ABSENCE

Motion by Dedakis, supported by Kurtzweil
Motion to approve absence of Councilmember Ryzyi

VOTE: MOTION CARRIED UNANIMOUSLY

MINUTES:

March 14, 2016

Councilmember Wedell stated the motion on page 2 for the two year lease was made by Kurtzweil, and supported by Ryzyi.
Councilmember Kurtzweil stated on page 6 she would like to add further comments she made at the meeting. "So I made every effort to do the right thing and try to come to City Council and to talk certain issues out and was not given the opportunity to do so. I tried to follow the channels and tried to do the right thing. I also believe Mayor Galeas reported to the paper he wished she would have come to Council first, but Mayor Galeas didn’t tell the paper she made the request and he denied it."

CM 4-2-16 MOTION TO APPROVE MINUTES AS AMENDED

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

VOTE: MOTION CARRIED UNANIMOUSLY

March 28, 2016

Councilmember Wedell stated the top of the first page states Mayor Pro Tem Wedell call the meeting to order, but Mayor Galeas was present at that meeting. Councilmember Kivell stated on page 3 the word site should be spelled sight.
CM 4-3-16 MOTION TO APPROVE MINUTES AS AMENDED

Motion by Wedell, supported by Dedakis
Motion to approve minutes as amended

VOTE: MOTION CARRIED UNANIMOUSLY

BILLs

Councilmember Kivell asked about the bill for CIB for engineering fees? City Manager Ladner stated that may be labeled incorrectly. He further asked why that is showing on the invoice list twice. City Manager Ladner stated she will check with the bookkeeper and find out why it is coded that way. Councilmember Kramer questioned the invoice for cold patch. Department Head Martin stated it is for cold patching, he purchases it twice a year.

CM 4-4-16 MOTION TO APPROVE BILLS AS PRESENTED

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

VOTE: MOTION CARRIED UNANIMOUSLY

AGENDA

CM 4-5-16 MOTION TO APPROVE AGENDA AS PRESENTED

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

VOTE: MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT

Carl Richards of 390 Lenox stated the good news is the cable channel is working again, and it is better than before. Mr. Richards stated he is also aware when he is doing his historical research; he needs to make sure he is correct because it goes on record.

Linda Ross of the Historical Commission stated she and Larry Ledbetter wanted to give an update to Council. She stated they just sent out their latest newsletter. She further stated they just had their first visitors of the year at the Depot over the weekend. She further stated it was a good visit and sometimes they learn more from the visitors than the visitors learn from them. Ms. Ross stated they only had 4 people come the gardening meeting and they need more volunteers for the gardening as well as greeters. She further stated they are looking for volunteers to be greeters on Sunday afternoons between 1:00 p.m. and 4:00 p.m. Ms. Ross stated if anyone is interested their phone number is 437-9929. Ms. Ross stated they are hoping Heritage Day will become an annual event. She further stated they will be having sales inside the depot as well as trunk sales and all proceeds will be given to Active Faith. Mr. Ledbetter stated on the 19th of April at 7:00 p.m., they will be having the Human Faces of the Great War and it is a great program. He stated the 12th annual creek clean-up is the 16th of April and it is sponsored by Michigan Seamless Tube. Anyone is welcome to volunteer.

4-11-16
Ryan Cottingim of 601 S Lafayette stated he wanted to thank Council for moving forward with the mobile vendor truck ordinance. Mr. Cottingim stated he wanted to bring to Council's attention the new sign that was installed at Lyons Auto Wash. He stated he is concerned the way this sign came about. It is almost directly in front of his building and he was never notified. The sign is so bright; it shines directly through the windows of his business and is very distracting.

**Fire Officer Swearing In**

1. Tim Wilson promotion to Lieutenant

Chief Kennedy stated he has finished with the annual promotion process and he is happy to promote Sergeant Tim Wilson to Lieutenant. He further stated Mr. Wilson has been with the Fire Department for almost 16 years and he has been a great asset to the community. Clerk Deaton swore in Tim Wilson to Lieutenant.

**OLD BUSINESS**

1. Resolution to establish and set mobile food vending application and license fees

Attorney Wilhelm stated there was some discussion at the last meeting regarding having a different fee for local business owners versus out of town business owners. He further stated he recommends Council to charge all applicants the same fees because it could be seen as unconstitutional.

**CM 4-6-16 MOTION TO APPROVE RESOLUTION TO ESTABLISH MOBILE FOOD VENDING APPLICATION AND LICENSE FEES**

- Motion by Kramer, supported by Kivell
- Motion to approve resolution to establish and set mobile food vending application and license fees as follows:
  a. Mobile Food Vendor License Application fee - $25, plus $10 for each person requiring a background check
  b. Mobile Food Vendor License Renewal Application fee - $25, plus $10 for each person requiring a background check
  c. Mobile Food Vendor License fee - $240 per six-month license period
  d. Mobile Food Vending Sponsor Application fee - $25, plus $10 for each person requiring a background check
  e. Mobile Food Vending Sponsor Renewal Application fee - $25, plus $10 for each person requiring a background check
  f. Mobile Food Vending Sponsor License fee - $50 per annual license period

**VOTE:**  **MOTION CARRIED UNANIMOUSLY**

**NEW BUSINESS**

1. Consider approval for Heritage Day- Historic Village

4-11-16
Chief Collins stated the Police Department recommends approval, there are no road closures necessary and there were no problems last year.

CM 4-7-16 MOTION TO APPROVE THE SECOND ANNUAL HERITAGE DAY EVENT

Motion by Wedell, supported by Kivell
Motion to approve the second annual Heritage Day event to be held at the Historic Village on June 18, 2016 from 9:00 a.m. to 6:00 p.m.

VOTE: MOTION CARRIED UNANIMOUSLY

2. Consider approval of Book'n Trilogy Run event and authorize road closure

Chief Collins stated this is a fundraising event for the Salem/South Lyon Library and there have been no problems in the past and the Police Department recommends approval. This does require a road closure, but the organizers have agreed to pay the overtime for the Police Officer needed for the road closure.

CM 4-8-16 MOTION TO APPROVE THE CLOSURE OF 9 MILE FROM MILLENNIUM MIDDLE SCHOOL TO THE SOUTH LYN RAIL TRAIL FROM 9:00 A.M. TO 9:15 A.M. ON SATURDAY MAY 21, 2016

Motion by Kramer, supported by Dedakis
Motion to approve the closure of Nine Mile Road from Millennium Middle School to the South Lyon Rail Trail from 9:00 a.m. to 9:15 a.m. on Saturday May 21, 2016

VOTE: MOTION CARRIED UNANIMOUSLY

3. Consider approval of special event permit for Depot Day- Historical Village Witch’s Hat

Chief Collins stated this is also an annual event and it is contained on the Historic Village area and no road closures are needed. He further stated the Police Department recommends approval.

CM 4-8-16 MOTION TO APPROVE DEPOT DAY SEPTEMBER 10, 2016 9:00 A.M. TO 3:00 P.M.

Motion by Kivell, supported by Kramer
Motion to approve the special event Depot Day September 10, 2016 from 9:00 a.m. to 3:00 p.m.

VOTE: MOTION CARRIED UNANIMOUSLY

4. Consider approval of resolution proclaiming April 29, 2016 as Arbor Day in South Lyon

City Manager Ladner stated this is done every year so the City can continue to be considered a Tree City. She further stated the City will be planting a tree on the 29th of April at 2:00 p.m. and anyone interested in attending is welcome to. The planting will be at the South Lyon Senior Care and Rehab Center on Reynold Sweet Parkway. Department Head Martin stated we have been considered a Tree City for 16 years.

CM 4-9-16 MOTION DECLARING APRIL 29TH ARBOR DAY IN THE CITY OF SOUTH LYN

Motion by Kramer, supported by Wedell
Motion to declare April 29th as Arbor Day in the City of South Lyon

VOTE: MOTION CARRIED UNANIMOUSLY

4-11-16
5. Consider resolution presented by Councilmember Kivell regarding Council censure of Councilmember Kurtzweil

Councilmember Kivell stated the idea of this is to establish that some rules cannot be broken such as confidentiality and Councilmembers are given a lot of latitude on the way they perform their duties of being a councilmember, but they need to maintain confidentiality on documents that are noted as confidential. This is a proclamation stating Council is dissatisfied with her actions.

Councilmember Kurtzweil stated this is about the criminal process not the civil process. Criminal statutes have applied throughout the last few months and it is clear that a distinction between the two is required as we move along. She stated she did not disclose any confidential information to the South Lyon Police Department when she exercised her right to request certain matters related to Board of Review be investigated. She further stated she submitted a four page redacted letter with only public information disclosed. Councilmember Kurtzweil stated information held in the public domain that could have been obtained by the public and generally facts are not confidential. She further stated she personally knew one of the applicants; she lived in her subdivision for many years. Councilmember Kurtzweil stated during that time she gained knowledge of this applicant. She knows why he was disabled, and the accident that occurred, she knows he has been receiving certain benefits, and how long he and his wife have been married. She further stated she knows they have had financial difficulties in their past, and she knows where the applicant moved to. The information that was disclosed was general information and it was not confidential to anyone. She stated the other part that was disclosed pertain to facts that came from a public document. Councilmember Kurtzweil stated she spoke with the State of Michigan and found out the Board of Review must be held in a public meeting, they cannot meet in a closed session, and information contained and documents provided to the Board of Review should be redacted before being given to the Board of Review. She said at no time did she disclose any social security numbers, or anything else. Any information she disclosed was not confidential. She further stated she delivered the document to the Police Department and it became evidence. She urges members of Council to understand the criminal offense known as obstruction of justice. It is a category of offenses interfering with justice. She recalls on January 25th, during a Council meeting our City Attorney asked Councils permission to waive attorney/client privilege so that he may answer any questions from the Police Department, and Council agreed. She further stated that should go for her as well, she cooperated with the investigation. There was a second letter and no evidence that the letter was released to the Sheriff’s Department. One needs to be mindful this was a criminal process, not a civil process and you need to be mindful of the protection of witnesses. Councilmember Kurtzweil stated she has a good understanding of criminal law therefore she may see things differently than someone that doesn’t understand it as well. She further stated as she looks back, she is a better teacher than a lawyer and sometimes to become a great teacher you have to become a student. She has learned a lot as a student of City Council. She further stated she will never allow anyone to deny her the ability to have something added to the Agenda. She further stated she learned how to be professional by dealing with Attorney Wilhelm and City Manager Lachner. They treated her with respect and civility. At no time did either of them engage in contact against her. She stated it is important to discuss the public berating she received and you need to remember it is against the law to try to intimidate a witness. She stated after the meeting on January 25th and she needed to decide if she was going to move forward with the investigation, or cancel it. She stated the problem was out of her hands because the individuals that berated her could have been charged with intimidating a witness. She further stated we will move on from tonight and she will not change for anyone in the City.

Councilmember Kivell stated the concern wasn’t the January 25th letter you mentioned it was the January 4th letter which you did not mention. He further stated there was a lot you said that he doesn’t understand why most of that was said except to dilute the discussion. He further stated the redaction from the South Lyon Police report was to protect the people that we were trying to determine the motivations of the people that were involved with the mistake, and luckily it was found to be mistakes that were outside of their control. He stated there was information that influenced the judgement that shouldn’t have taken place that led to a bad conclusion and that was corrected immediately. He further stated if she would have voted to enter into closed session on January 11th meeting, our City Attorney could have explained the whole situation and none of this would have happened. He further stated because they were not able to go into closed session our City Attorney tried to explain the situation the best he could without speaking of confidential information. Councilmember Kivell stated the bogus ideas that we were trying to hide information from the public was absurd. The idea was to protect the identifications of the people involved in the event it was a mistake. He further stated at the 25th Council meeting, Mayor Galeas denied the agenda item.
being added without anyone knowing what the discussion would be. The idea of adding an agenda item without any backup for Council to read beforehand is not appropriate. Councilmember Kivell read the Resolution in full.

Councilmember Kramer stated there are a few issues he has with this situation. The fact this was done without any Council involvement was wrong. He further stated you cannot pick and choose what can be redacted from an attorney client letter without the involvement of client and the Council as a whole is the client not an individual on Council. He further stated he is concerned about the actions that were taken against our City Manager and City Attorney and that serve at the will of City Council and of course they had to be diplomatic and professional because they report to Council. It bothers him a great deal that they each had to obtain personal Counsel to defend themselves from the charges of this individual and he is still waiting to see how much that cost is.

Councilmember Kivell stated to be clear the only violation of City Code was the violation of Attorney-Client Privilege and Confidential materials.

CM 4-10-16 MOTION TO APPROVE RESOLUTION TO CENSURE COUNCILMEMBER

Motion by Kivell, supported by Wedell
Motion to approve resolution of censure of Councilmember Kurtzweil

ROLL CALL VOTE:

Kivell- Yes
Dedakis- Yes
Galeas- Yes
Wedell- Yes
Kramer- Yes
Kurtzweil- abstained
MOTION CARRIED

Discussion - Downtown

Discussion was held regarding the for lease sign at the Corner Café. Mayor Galeas stated they are renting the office space upstairs, but the Corner Café will remain.

Councilmember Wedell stated the new car wash sign is a concern to many people other than just him. He stated he would like a report on how this occurred and if this sign does or does not conform to our zoning. Councilmember Kramer stated we may need to look at the sign ordinance and the size allowed. Councilmember Kivell stated the waving flag is not allowed, there isn’t video allowed on a sign. Councilmember Kurtzweil stated she was at the Witches Hat on Saturday night and the patio is now useless. The sign is so bright, flashing and very distracting. She further stated when you are inside the Witches Hat you can see the waving of the flag on the wall. She further stated the sign is currently over the sidewalk. She stated you can see this sign a half a mile away and it is very distracting. Councilmember Kivell stated he hopes they can come up with a solution to the brightness problem, but if you can’t access the sidewalk that needs to be corrected immediately.

Mayor Galeas asked if Mr. Vapor will be opening in Lyon Township. City Manager Ladner stated she understand the opening of Mr. Vapor has been pushed out and may not open at all. They may be looking for someone else to lease that portion of the store.

Manager’s Report

City Manager Ladner stated there is a golf tournament application that MST is putting on at Tanglewood at the end of May. Donations will be given to Kiwanis as well as the Pelican Foundation. If anyone is interested let her know. City Manager Ladner stated she will be out of town on the 15th through the 7th to visit with her daughter. City Manager Ladner stated the Lyon Car Wash sign is a very long complicated story. She stated the original sign was a legal non-conforming sign put up in 1972. There was a replacement sign in the 80’s. They came to the City a year ago to put up a new sign. It was then discovered the sign is actually located on the Oakland County Road Commission property. It was also a legally non-conforming sign, if it was to be replaced it would have to be

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replaced with a monument or ground sign, but one of the caveats given was the new sign could have 20% more sign face, but that offer was only given for up to two years after the ordinance was passed. He filed his permit on the last day of the 2 year caveat. She further stated they are aware it needs to be 10 feet away from the property line and in order to meet that, they are meeting with a contractor to move the sidewalk so the sign does not hang over. She stated they have spent $40,000 on the sign itself. City Manager Ladner stated they cannot have video of any kind on the sign, and there are limits on the transition of the lettering as well. She stated as of right now other than the sidewalk it is a legally conforming sign. She stated she will discuss the wattage with them because we already have an ordinance against lights shining inside another building, residential or business. She further stated they will be having discussions with the owner of Lyons Auto Wash to try to work this issue out. Mayor Galeas stated he has received many complaints regarding the brightness of the sign. City Manager Ladner stated the sign ordinance has been revised 4 times since she started and it was brought to the Planning Commission member’s attention they didn’t actually understand what they were planning. Our Planner will be going over the entire sign ordinance with them so they can understand what needs to be done and we won’t have to keep making changes. Further discussion was held regarding the size and brightness of the sign.

Council Comments

Councilmember Kivell stated he also wanted to discuss the Lyon Auto Wash Sign so he was glad this will be addressed. Councilmember Kivell stated he is happy the resolution passed, but wanted to make clear he is happy Councilmember Kurtzweil is on Council and he knows she is very passionate about the City. He further stated he hopes in the future if she has any concerns or issues, she can speak with Council as opposed to acting on her own.

Councilmember Dedakis asked how the interviews were moving forward with the DDA position and Administration position. City Manager Ladner stated she and the Clerk/Treasurer are hoping to make a decision early this week, and she has 3 interviews scheduled for the DDA position.

Councilmember Kramer stated he would like to congratulate Lieutenant Tim Wilson.

Mayor Galeas stated Wednesday of this week is the tornado sirens will be tested at 1:30 p.m. He further stated he received a letter from Pack 38 they wanted to thank the Police Department for the tour. Mayor Galeas stated he will be meeting the SOCMA meeting at Beaumont Hospital. Mayor Galeas stated he enjoys working with Councilmember Kurtzweil and they may agree to disagree but this Council will do some great things for this City, and he looks forward to moving on with this Council.

Councilmember Kurtzweil asked if anyone would step up and be a mentor because she has never been a Councilmember before. She further stated she attended an MML conference the new members of Council were tagged up with a seasoned Council member and she thinks that would be very helpful for her. She stated she would like to take this experience and move forward. Councilmember Kivell stated his number is in the book and he will take her call at any time. Councilmember Dedakis stated she has reached out to all Councilmembers and everyone has been very helpful, Mayor Galeas stated he had an unofficial discussion with Lyon Township and they are considering having a very relaxed meeting between the City and the Township to discuss their mutual interests.

Adjournment

CM 4-11-16 MOTION TO ADJOURN

Motion by Kivell, supported by Kramer
Motion to adjourn meeting at 9:05 p.m.

VOTE: MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Mayor John Galeas
4-11-16

Lisa Deaton Clerk/Treasurer
AGENDA NOTE
New Business: Item

MEETING DATE: April 25, 2016

PERSON PLACING ITEM ON AGENDA: Lynne Ladner, City Manager

AGENDA TOPIC: Application for the City of South Lyon’s single remaining Quota liquor license.

EXPLANATION OF TOPIC:

A & M Restaurant group, led by Dale Jerant has applied to the City for the last quota liquor license available to them in the City until at least 2020. The City will not be eligible to possibly increase our quota allowance for additional licenses until after the 2020 census is completed and then based upon population growth within the city limits the state will determine whether or not additional licenses would be made available. For additional redevelopment of restaurants in the downtown area or anywhere in the City any future business/restaurateurs would be required to first seek to purchase any available escrowed licenses available in Oakland County before they could apply to the City for the purchase of a DDA license (if they fall within the district) which would cost them the traditional licensing costs plus an additional $20,000 to the State of Michigan and would still be subject to the same approval process as a quota license.

Approval of this license will displace two currently active businesses in the downtown area that seems to be successful for a business that by its own admission will only be open in the evenings leaving us with a primary corner location in the downtown that is dark for the majority of the day and throughout the entire business day. This location while a prominent corner in the downtown the total building square footage is only 4,370 sq ft of which the applicant is only seeking to utilize the first floor which would be 2,185 sq ft. By the time you build out a full commercial kitchen to provide food service, add a location for the bar area how much floor space is truly going to be available for customer seating in this very small location? I think that these are all questions that the Council must ask themselves before they approve the application for their last available quota license to a location that is so small, that it may not have the space to support itself at this location.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Documents provided by the applicant, copy of existing escrowed licenses which are transferable in Oakland County. Copy of the Real Estate Summary Sheet from the County tax system,

POSSIBLE COURSES OF ACTION: Adopt/reject resolution providing local government approval for liquor license application for A & M Restaurant Group for the City of South Lyon’s last remaining quota liquor license.

RECOMMENDATION:

SUGGESTED MOTION: Moved by, ___________ seconded by, ___________ to adopt/reject application from A&M Restaurant Group LLC for Class C liquor license located at 101 Lafayette St. South Lyon, MI.
April 8, 2016

Ms. Lynne Ladner  
City Manager  
City of South Lyon  
South Lyon City Hall  
335 S. Warren St.  
South Lyon, Michigan 48178

Re: Application for Quota Class C Liquor License  
Applicant: A & M Restaurant Group, LLC  
Address: 101 Lafayette, South Lyon, Michigan 48178

Dear Ms. Ladner,

This firm represents A & M Restaurant Group, LLC, which has applied to the Michigan Liquor Control Commission ("MLCC") for approval of a Class C liquor license that is available for issuance in the City of South Lyon’s license quota. Our client would like to open a small, family friendly restaurant and bar at 101 S. Lafayette, which will serve beer, wine and spirits. We have enclosed a copy of the license application that was filed with the MLCC, a copy of the MLCC’s request for a Local Approval Resolution from the City of South Lyon, and the Local Approval Resolution Form that we would like you to present to the South Lyon City Council at your earliest convenience.

We look forward to appearing with our Client at an upcoming City Council hearing to introduce this new restaurant, and answer any questions or concerns that the Council Members or City staff may have regarding this application.

Thank you for your attention to this matter. We await your response.

Very truly yours,

JPHOWE, PLLC

J. Patrick Howe

Enclosures

cc: A & M Restaurant Group, LLC
Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:
- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:
- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a ______________ meeting of the ______________ council/board (regular or special) called to order by __________________________ on ____________ at ____________ the following resolution was offered:

Moved by __________________________ and supported by __________________________
that the application from __________________________ A & M Restaurant Group, LLC (name of applicant)
for the following license(s): __________________________ Class C Liquor Licensee (list specific licenses requested)
to be located at: 101 Lafayette, South Lyon, Michigan 48178
and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: __________________________

It is the consensus of this body that it __________________________ this application be considered for approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are __________________________

Vote

Yeas: __________
Nays: __________
Absent: __________

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the council/board at a ______________ meeting held on ____________ (regular or special) (towship, city, village) (date)

Print Name of Clerk __________________________ Signature of Clerk __________________________ Date __________

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to: Michigan Liquor Control Commission Mailing address: P.O. Box 30005, Lansing, MI 48909 Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933 Fax to: 517-763-0059

LARA is an equal opportunity employer/program. Auxiliary aids, services, and other reasonable accommodations are available upon request to individuals with disabilities.
April 4, 2016

A & M Restaurant Group LLC
c/o J. Patrick Howe
(jphowe@jphowe.com)

Request ID #843671

Re: New Class C license with Sunday Sales Permit (PM), Catering Permit, and SDM license to be held in conjunction; to be located at 101 Lafayette, South Lyon, Oakland County

Investigation of your application is being withheld until you send the items listed below:

- Form LCC-100 – page 4 (enclosed) to be signed.

- Local Government Approval – Form LCC-106 (enclosed) and requires a recommendation for Class C license.

Administrative rule R 436.1103(2) requires that "an applicant for a license shall provide the commission or representative of the Commission, all information necessary for investigation and processing of the application."

To check the status of your request, visit www.michigan.gov/lcc and click on "Online Services". Scroll down to Liquor Control Commission and click on "Online Status Check." Enter your request id number (RID) to check on your application 24 hours a day.

To obtain forms visit www.michigan.gov/lcc and click on "forms" then "licensing"; this will take you to the "General Licensing Forms" page. Here you will be able to download licensing forms to assist you with your application.

Return a copy of this notice with the documents/fees requested so it can be joined to your request. If you have questions, contact the Retail Licensing Section at (866) 813-0011.

slh

Enclosures
Ms. Sharon Martin  
Licensing Director  
Michigan Liquor Control Commission  
PO Box 30005  
Lansing, MI 48909

Re: Application for new Quota Class C Liquor License in the City of South Lyon, new SDM Liquor License, new Sunday PM Sales Permit, and new Catering Permit  
Applicant: A & M Restaurant Group, LLC  
Address: 101 Lafayette, South Lyon, Michigan 48178

Dear Ms. Martin:

On behalf of A & M Restaurant Group, LLC, we hereby apply for the one (1) remaining Class C Liquor License available in the City of South Lyon’s quota. Our client would like to open a restaurant and bar that will be open for dinner only. The applicant’s sole member, Mark Jerant, has been licensed by the Commission for many years, and has an excellent operating record with the Commission. In connection with this request, we have enclosed the following documents for your review:

1. On-Premise Quota Availability Report for the City of South Lyon;
2. LC-100 on behalf of A & M Restaurant Group, LLC;
3. LC-301 on behalf of A & M Restaurant Group, LLC;
4. Articles of Organization for A & M Restaurant Group, LLC;
5. Operating Agreement for A & M Restaurant Group, LLC;
6. Letter of Intent to Lease the Licensed Premises; and
7. Credit Card Authorization Form to cover the application and license fees in the amount of $1,030.00 (the form has been faxed to the MLCC secure fax line).

We trust that upon receipt of a Local Approval Resolution that this application will be authorized for investigation. We respectfully request that you mark the license in question as “allocated” to protect
our position while we work with this City of South Lyon to process this application as quickly as possible. Should you have any questions or concerns regarding this application, please do not hesitate to contact me.

Very truly yours,

JPHOWE, PLLC

Enclosures

cc: A & M Restaurant Group, LLC
<table>
<thead>
<tr>
<th>County</th>
<th>LGU Name</th>
<th>District/LGU</th>
<th>Population</th>
<th>Authorized</th>
<th>Issued</th>
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<th>Type</th>
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**County Totals:**

- Authorized: 1,199,131
- Issued: 805
- Allocated: 778
- Available: 4
- Type: 63

**OCEANA**

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<td>ELBRIDGE TWP</td>
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<td>GREENWOOD TWP</td>
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<td>HART CITY</td>
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</table>
Michigan Department of Licensing and Regulatory Affairs  
Liquor Control Commission (MLCC)  
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Retail License & Permit Application

For information on retail licenses and permits, including a checklist of required documents for a completed application, please visit the Liquor Control Commission's frequently asked questions website by clicking this link.

Part 1 - Applicant Information
Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

<table>
<thead>
<tr>
<th>Applicant name(s):</th>
<th>A &amp; M Restaurant Group, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>City:</td>
<td>South Lyon, MI</td>
</tr>
<tr>
<td>City/township/village where license will be issued:</td>
<td>South Lyon</td>
</tr>
<tr>
<td>County:</td>
<td>Oakland</td>
</tr>
<tr>
<td>Federal Employer Identification Number (FEIN):</td>
<td>81-1852119</td>
</tr>
</tbody>
</table>

1. Are you requesting a new license? [ ] Yes [ ] No
2. Are you applying ONLY for a new permit or permission? [ ] Yes [ ] No
3. Are you buying an existing license? [ ] Yes [ ] No
4. Are you adding space to or dropping space from the licensed premises? [ ] Yes [ ] No
5. Are you transferring the location of an existing license? [ ] Yes [ ] No
6. Is this license being transferred as the result of a default or court action? [ ] Yes [ ] No
7. Do you intend to use this license actively? [ ] Yes [ ] No

Part 2 - License Transfer Information (If Applicable)
If transferring ownership of a license ONLY and not transferring the location of a license, fill out only the name of the current licensees

Current licensee(s): N/A - Quota License Application

Current licensed address:

City: 

City/township/village where license is issued: 

County:

Part 3 - Licenses, Permits, and Permissions

Off Premises Licenses - Applicants for off premises licenses, permits, and permissions (e.g. convenience, grocery, specialty food stores, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

On Premises Licenses - Applicants for on premises licenses, permits, and permissions (e.g. restaurants, hotels, bars, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

Part 4 - Inspection, License, and Permit Fees - Make checks payable to State of Michigan

Inspection Fees - Pursuant to MCL 436.1529(4) a nonrefundable inspection fee of $70.00 shall be paid to the Commission by an applicant or licensee at the time of filing of a request for a new license or permit, a request to transfer ownership or location of a license, a request to increase or decrease the size of the licensed premises, or a request to add a bar. Requests for a new permit in conjunction with a request for a new license or transfer of an existing license do not require an additional inspection fee.

License and Permit Fees - Pursuant to MCL 436.1525(1), license and permit fees shall be paid to the Commission for a request for a new license or permit or to transfer ownership or location of an existing license.

| Inspection Fees: | $140.00 | License & Permit Fees: | $890.00 | TOTAL FEES: | $1,030.00 |

LCC 100(03-16) LA/AA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.
### Schedule A - Licenses, Permits, & Permissions

**Applicant name:** A & M Restaurant Group, LLC

<table>
<thead>
<tr>
<th>Off Premises License Type:</th>
<th>Base Fee:</th>
<th>Fee Code: MLCC Use Only</th>
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<tbody>
<tr>
<td>New Transfer</td>
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<tr>
<td>✗ SDM License</td>
<td>$100.00</td>
<td>4012</td>
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<tr>
<td>✗ SDD License</td>
<td>$150.00</td>
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</tr>
<tr>
<td>✗ Resort SDD License</td>
<td>Upon Licensure/$150.00</td>
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**Off Premises Permits:**

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<tr>
<th>Permit Type</th>
<th>Base Fee:</th>
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<tr>
<td>Sunday Sales Permit (AM)*</td>
<td>$160.00</td>
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<tr>
<td>Sunday Sales Permit (PM)**</td>
<td>$22.50</td>
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<tr>
<td>Catering Permit</td>
<td>$100.00</td>
</tr>
<tr>
<td>Beer and Wine Tasting Permit</td>
<td>No charge</td>
</tr>
<tr>
<td>Living Quarters Permit</td>
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**On/Off Premises Permission Type:**

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<tr>
<th>Permission Type</th>
<th>Base Fee:</th>
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<tbody>
<tr>
<td>Off-Premises Storage</td>
<td>No charge</td>
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<tr>
<td>Direct Connection(s)</td>
<td>No charge</td>
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<tr>
<td>Motor Vehicle Fuel Pumps</td>
<td>No charge</td>
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**On Premises License Type:**

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<tr>
<th>New Transfer</th>
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<tr>
<td>✗ B-Hotel License</td>
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<td>Number of guest rooms:</td>
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<td>✗ A-Hotel License</td>
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<tr>
<td>Number of guest rooms:</td>
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<td>✗ Class C License</td>
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<tr>
<td>✗ Tavern License</td>
<td>$250.00</td>
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<td>✗ Resort License</td>
<td>Upon Licensure</td>
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<td>✗ Redevelopment License</td>
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<td>✗ Brewpub License</td>
<td>$100.00</td>
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<td>✗ G-1 License</td>
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<td>✗ G-2 License</td>
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<td>✗ Aircraft License</td>
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<td>✗ Watercraft License</td>
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<td>✗ Train License</td>
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<tr>
<td>✗ Continuing Care Retirement Center License</td>
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**B-Hotel or Class C Licenses Only:**

| Additional Bar(s) | Number of Additional Bars: | |

B-Hotel or Class C licenses allow licensees to have one (1) bar within the licensed premises. A $350.00 licensing fee is required for each additional bar over the one (1) bar that comes with the license.

**On Premises Permits:**

<table>
<thead>
<tr>
<th>Permit Type</th>
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<td>Sunday Sales Permit (AM)*</td>
<td>$160.00</td>
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<tr>
<td>✗ Sunday Sales Permit (PM)**</td>
<td>$90.00</td>
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<tr>
<td>✗ Catering Permit</td>
<td>$100.00</td>
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<tr>
<td>✗ Banquet Facility Permit Complete Form LCC-200</td>
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A Banquet Facility Permit is an extension of the license at a different location. It may have its own permits and permissions. It is not a banquet room on the licensed premises.

- **Outdoor Service:** No charge
- **Dance Permit:** No charge
- **Entertainment Permit:** No charge
- **Extended Hours Permit:** No charge
- **Entertainment Days/Hours:** No charge
- **Specific Purpose Permit:** No charge

**Activity requested:**

| Activity requested: | |

**Days/Hours requested:**

| Living Quarters Permit | No charge |
| Topless Activity Permit | No charge |

---

**Inspection, License, Permit, & Permission Fee Calculation**

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<td>$700.00</td>
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<td>Total Permit Fee(s):</td>
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<td>$190.00</td>
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**TOTAL FEES DUE:**

| $1,030.00 |

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*Please note that requests to transfer SDD licenses will require the payment of additional fees based on the seller's previous calendar year's sales. These fees will be determined prior to issuance of the license to the applicant.*

Make checks payable to State of Michigan

---

LCC-100 (02-16) LAWA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.
Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301.

For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Name: MARK PETER JERANT

Home address: 13802 FOREST RIDGE

City: SOUTHLYON State: MI Zip Code: 48178

Business Phone: 313-415-6357 Cell Phone: Email: JPSBO00724@GMAIL.COM

Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write chain "below":

LAMBERT JERANT INC 184160 CROWN C

Do you hold more than 10% interest in the applicant entity?

Y Yes   N No

If you answered "no" to the first question and "yes" to the second question, pursuant to administrative rule R 436.1115 you must submit fingerprints and undergo an investigation by the MLCC. An applicant that has been fingerprinted previously for a license issued by the MLCC does not need to submit a new set of fingerprints. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed "LiveScan Fingerprint Background Request" with your application.

Part 5b - Personal Information (Individuals)

Date of Birth: Social Security Number: Driver's License Number:

Are you a citizen of the United States of America?

Y Yes   N No

Have you ever legally changed your name?

Y Yes   N No

If you answered "yes", please list your prior names) (including maiden):

Spouse's full name (if currently married): AVERY SUSAN JERANT

Spouse's date of birth: 05/31/78 Is your spouse a citizen of the United States of America?

Y Yes   N No

Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan?

Y Yes   N No

Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC?

Y Yes   N No

Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary):

<table>
<thead>
<tr>
<th>Date</th>
<th>City/State</th>
<th>Charge</th>
<th>Disposition</th>
</tr>
</thead>
</table>

Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary):

<table>
<thead>
<tr>
<th>Date</th>
<th>City/State</th>
<th>Charge</th>
<th>Disposition</th>
</tr>
</thead>
</table>

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Print Name: MARK JERANT

Signature: [Signature]

Date: 5/16/16
Part 6 - Contact Information

Provide information on the contact person for this application. Please note that corporations and limited liability companies must provide documentation (e.g. meeting minutes, corporate resolution) authorizing anyone other than the applicant or an attorney of record to be the contact person. If an authorization is not provided, your contact person will not be acknowledged if they are anyone other than the applicant or attorney.

<table>
<thead>
<tr>
<th>What is your preferred method of contact?</th>
<th>○ Phone ○ Mail ○ Email ○ Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is your preferred method for receiving a Commission Order?</td>
<td>○ Mail ○ Email ○ Fax</td>
</tr>
</tbody>
</table>

Contact name: J. Patrick Howe  
Relationship: Attorney

Mailing address: 280 N. Old Woodward, Suite 12, Birmingham, MI 48009

Phone: (248) 385-3112  
Fax number: 888-450-1682  
Email: jphowe@jphowe.com

Part 7 - Attorney Information (If You Have An Attorney Representing You For This Application)

<table>
<thead>
<tr>
<th>Attorney name: J. Patrick Howe</th>
<th>Member Number: P-68634</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attorney address: 280 N. Old Woodward, Suite 12, Birmingham, MI 48009</td>
<td></td>
</tr>
<tr>
<td>Phone: (248) 385-3112</td>
<td>Fax number: 888-450-1682</td>
</tr>
</tbody>
</table>

Email: jphowe@jphowe.com

Would you prefer that we contact your attorney for all licensing matters related to this application? ○ Yes ○ No

Would you prefer any notification closing packages be sent directly to your attorney? ○ Yes ○ No

Part 8 - Signature of Applicant

Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.

Notice: When purchasing a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury. Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

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

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

J. Patrick Howe, Authorized Agent

Print Name of Applicant & Title

Signature of Applicant

Date

Please return this completed form along with corresponding documents and fees to:

Michigan Liquor Control Commission  
Mailing address: P.O. Box 30005, Lansing, MI 48909  
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933  
Fax to: 517-373-4202
**Part 1 - Licensee Information**

Please state your name as it is filed with the State of Michigan Corporation Division.

<table>
<thead>
<tr>
<th>Licensee name(s):</th>
<th>A &amp; M Restaurant Group, LLC</th>
</tr>
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<tbody>
<tr>
<td>Address:</td>
<td>13802 Forest Ridge Circle</td>
</tr>
<tr>
<td>City:</td>
<td>South Lyon, MI</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>48178</td>
</tr>
</tbody>
</table>

**Part 2a - Corporations** - Please complete this section and attach more copies of this page if more room is needed.

<table>
<thead>
<tr>
<th>Name and address of all stockholders:</th>
<th>No. of Shares Issued:</th>
<th>Date Issued/Acquired:</th>
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Name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109:

|                                      |                       |                       |
|                                      |                       |                       |

**Part 2b - Limited Liability Companies** - Please complete this section and attach more copies of this page if more room is needed.

<table>
<thead>
<tr>
<th>Name and address of all members:</th>
<th>Percent % Issued:</th>
<th>Date Issued/Acquired:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Jerant</td>
<td>100%</td>
<td>Feb 13, 2016</td>
</tr>
<tr>
<td>13802 Forest Ridge Circle, South Lyon, MI 48178</td>
<td></td>
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</tr>
</tbody>
</table>

Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:

|                                      |                       |                       |
|                                      |                       |                       |

LCC-301 (10-13)  LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.  Page 1 of 2
**Report of Stockholders, Members, or Partners**

(Authorized by MCL 436.1529(1), R 436.1051, and R 436.1110)

**Part 2c - Limited Partnerships** - Please complete this section and attach more copies of this page if more room is needed.

<table>
<thead>
<tr>
<th>Name and address of all partners:</th>
<th>Percent % Issued:</th>
<th>Date Issued/Acquired:</th>
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</tbody>
</table>

Name and address of Managers, pursuant to administrative rule R 436.1111:

Mark Jerant, Manager

13802 Forest Ridge Circle, South Lyon, MI 48178

**Part 3 - Authorized Signers** (Authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company)

<table>
<thead>
<tr>
<th>Name &amp; Title:</th>
<th>Mark Jerant, Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title:</td>
<td>J. Patrick Howe, Authorized Agent</td>
</tr>
<tr>
<td>Name &amp; Title:</td>
<td></td>
</tr>
<tr>
<td>Name &amp; Title:</td>
<td></td>
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<tr>
<td>Name &amp; Title:</td>
<td></td>
</tr>
<tr>
<td>Name &amp; Title:</td>
<td></td>
</tr>
</tbody>
</table>

**Part 4 - Signature of Applicant or Licensee**

I certify that the authorized signers under Part 3 of this form have been authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company.

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

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

J. Patrick Howe, Authorized Agent

Print Name of Applicant or Licensee & Title

Signature of Applicant or Licensee

Date

Please return this completed form to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059
**ARTICLES OF ORGANIZATION**

For use by Domestic Limited Liability Companies
(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

**ARTICLE I**

The name of the limited liability company is: **A + M RESTAURANT GROUP LLC**

**ARTICLE II**

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

Food + Beverage

**ARTICLE III**

The duration of the limited liability company, if other than perpetual, is: __________

**ARTICLE IV**

1. The name of the resident agent at the registered office is: **MARK JERANT**

2. The street address of the location of the registered office is:

   **PO BOX 212**

   **SOUTH LYON**

   **MI**

   **48178**

3. The mailing address of the registered office if different than above:

   **PO BOX 212**

   **SOUTH LYON**

   **MI**

   **48178**

**ARTICLE V**

(Inset any desired additional provision authorized by the Act; attach additional pages if needed.)

Signed this 3 day of February, 2016

By

(Signature(s) of Organizer(s))
OPERATING AGREEMENT
LIMITED LIABILITY COMPANY (LLC)

THIS OPERATING AGREEMENT LLC (the "Agreement") is made on this date of 02/13/2016, by and amongst the signatories herein contained and identified on the signature pages hereto. This agreement shall become effective on the date of signing and adopted by the signatories appearing at the end of this Agreement.

IN CONSIDERATION OF the mutual promises and covenants of the parties hereto and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, it is mutually agreed by and between the parties hereto as follows:

FORMATION

COMPANY FORMATION:
The Company was formed on 02/13/16 upon filing with the Secretary of State of Michigan the Articles of Organization of the Company. In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the signatory parties hereto agree that the rights and obligations of the parties and the administration and termination of the Company shall be governed by this Agreement, the Articles of Organization, and the Limited Liability ACT (herein after referred to as the "ACT").

NAME:
The business and all affairs of the Company shall be conducted under the name of A & M Restaurant Group LLC. The name of the Company may be changed from time to time by amendment of this Agreement and/or the Articles of Organization. The Company may conduct business under an assumed name by filing an 'Assumed Name Certificate' in the manner prescribed by applicable state law.

REGISTERED OFFICE:
The Registered Office or Headquarters and Registered Agent shall be as follows:

13802 Forest Ridge Cirlee
South Lyon, Michigan 48178

Registered Agent: Mark Jerant

The Registered Agent and/or Office or Headquarters of this LLC may be changed from time to time as may be deemed fit or necessary, by and through the filing of a change of registered agent or office statement with the state of Michigan filing office. Amendment of this provision of this Operating Agreement shall not be necessary if and when such changes may occur.

BUSINESS PURPOSE AND POWERS:
The Company may engage in any lawful business for which limited liability companies may be organized under the ACT unless a more limited purpose is stated in the Articles of Organization.

The Company shall have any and all powers, which are necessary or desirable to carry out the purposes and business of the Company, to the extent the same may be legally exercised by limited liability companies under the ACT. The Company shall carry out the activities pursuant to the arrangements set forth in the Articles of Organization and this Agreement.

Any other specific business purposes and activities contemplated by the founder of this Agreement, and which were not contained within the Articles of Organization at the initial signing of said Articles, shall be included herein, acknowledged and agreed to as follows:

LLC shall be involved in Real Estate or may be changed from time to time as may be deemed fit or necessary by amendment of this Agreement and/or the Articles of Organization.
BE IT KNOWN that the foregoing statement of powers shall not serve as a limitation on the powers, authority, or abilities of this LLC, with which they shall be permitted to engage in any and all lawful business activities. In the event that the LLC should engage in any business activities outside of the state of its formation that would require the qualification of the LLC in other states, it shall obtain said qualifications before engaging in any such out-of-state activities.

LLC DURATION:
The duration of this Agreement shall be perpetual and shall terminate only when a proposal to dissolve the Operating Agreement LLC is adopted by all parties of the LLC or when this LLC is otherwise terminated pursuant to current state and federal laws.

NATURE OF MEMBERS' INTEREST:
The interests of the Members in the Company shall be personal property for all purposes. Legal title to all Company assets shall be held in the name of the Company. Neither any Member nor a successor, representative, or assign of such Member shall have any right, title, or interest in or to any Company property or the right to partition any real property owned by the Company. Interests may be evidenced by a certificate of Membership issued by the Company, in such form as the Managers may determine.

MAJORITY
Majority will be defined as 50% of the Managers or as 50% plus 1 in the event of a tie or an even number of Managers.

MANAGERS RIGHTS AND DUTIES

MANAGEMENT:
The Managers shall manage the business and affairs of the Company. In addition to the powers and authority expressly conferred by this Agreement upon the Managers, the Managers shall have full and complete authority, power, and discretion to manage and control any and all other acts or activities customary to or related to the management of the Company's business, except only as to those activities which would require approval by the Members and thus required by the Articles of Organization, this Agreement or amendments hereto, the Act, or other applicable law.

In the event when there is more than one Manager present (i) any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Agreement; and (ii) the Managers may elect one or more officers who may, but need not, be Members or Managers of the Company with such titles, duties, and compensation as may be designated by the Managers, subject to any applicable restrictions which may be provided within this Agreement.

NUMBER OF MEMBERS AND QUALIFICATIONS:
Each corporate Member/Manager shall designate by corporate resolution one or more individuals authorized to act on their behalf in the management of the Company. The names and consent of the Managers to serve as such as may be evidenced under Formation of the Company, and made a part hereof, or as amended upon any change of Managers. The number Managers within the Company may be fixed from time to time by the affirmative vote of a 'Majority in Interest' of all the Members, but in no instance shall any decrease in the number of Managers have the effect of shortening the term of any incumbent Manager. Managers need not be residents of the State of Michigan or Members of the Company.

ELECTION AND TERM OF OFFICE:
Managers shall be elected at the annual meeting of the Members. Each Manager shall hold office until the Manager's successor shall have been elected and qualified, or until the death or dissolution of such Manager, or until his or her resignation or removal from office in the manner provided in this Agreement.

RESIGNATION:
Any Manager of the Company may resign at any time by giving written notice to all of the Members of the Company. The resignation of any Manager shall take effect upon receipt of the notice thereof or at such time as shall be specified within said notice, unless otherwise specified therein, the Acceptance of said resignation shall not be necessary to make said resignation effective.

REMOVAL:
At any special meeting of the Members which has been called expressly for a removal purpose, all or any lesser Member or Manager may be removed at any time, either with or without cause, by the affirmative vote of a Majority in Interest of all the Members then entitled to vote at any such election of Managers.

**VACANCIES:**
Any vacancy occurring for any reason in the Managers of the Company may be filled by the affirmative vote of a Majority of Managers, except for a vacancy occurring in the Managers by reason of any increase in the number of Managers, which shall be filled by the affirmative vote of a Majority in Interest, of all Managers at an annual meeting of Members or at a special meeting of Members called for that purpose.

**REVIEW OF RECORDS AND BOOKS:**
Any Manager shall have the right to examine all books and records of the Company for a purpose reasonably related to such Manager's position as a Manager.

**COMPENSATION:**
The compensation of the Managers of the Company shall be variable by an affirmative vote of a Majority in Interest of the Members or by contract approved by an affirmative vote of a Majority in Interest of the Members. No Manager shall be denied or prevented from receiving such salary by reason of the fact that s/he is also a Member of the Company.

**COMMITTEES:**
The Managers, by resolution, may designate from among the Managers one or more committees, each of which shall be comprised of one or more of the Managers, and may designate one or more of the Managers as alternate members of any committee, who may, subject to any limitations imposed by the Managers, replace absent or disqualified Managers at any Meeting of that committee. Any such committee, to the extent provided in such resolution or herein contained within this Agreement, shall have and may exercise all of the authority of the Managers, subject to any restrictions contained within this Agreement.

**MEETINGS**

**MEETING PLACE AND NOTICE:**
The Managers of the Company may hold their meetings, both regular and special, at any place within or outside of the State of Michigan, provided 1 week’s advance written notice is delivered to all required parties.

**QUORUM: VOTING: ACTION ALLOWABLE WITHOUT A MEETING:**
A Majority of the Managers shall be necessary to constitute a quorum for the transaction of business. Every act or decision done or made by a Majority of the Managers present at a meeting at which a quorum is present shall be regarded as the act of the Company, unless a greater number is required by law or by the ACT.

Managers may participate in any meeting of the Managers by means of conference telephone, web conference, or similar communication, provided all person participating in the meeting can hear one another. Such participation in a meeting via conferencing shall constitute the presence of said person at the meeting.

All votes required of Managers hereunder may be by voice unless a written ballot is requested. Said request may be made by any one Manager.

Any action which under any provision of this Agreement is to be taken at or during a meeting of the Managers may be taken without a meeting by written consent and signed by all Managers who would be entitled to vote upon such action at a meeting. Said written consent must be kept with the records of the Company.

**ADJOURNMENT:**
A majority of the Managers present may adjourn any Managers meeting to meet again at a stated day and hour or a fixed schedule for the next regular meeting of the Managers.

**MEMBERS**

**MEMBER NAMES AND ADDRESSES:**
The names, addresses and Membership Interests of the Members shall be made part of this Agreement, and shall be amended by the Company as of the effectiveness of any transfer or subsequent issuance of any Membership Interest.

**MEMBER ADMISSION:**
In the event that an individual acquires a Membership Interest directly from the Company, the individual shall become a Member with respect to such Membership Interest only upon compliance with the requirements included under section 'Member Admission,' and making the Capital Contributions specified under 'Capital Contributions,' if any. Free and unrestricted transferability of Membership not being allowed under the Articles of Organization and Operating Agreement of the Company.

Any person may become a Member, upon compliance with section 'Member Admission,' unless such individual lacks capacity or is otherwise prohibited from being admitted by applicable law.

**MEMBER MEETINGS**

**MEMBER ANNUAL MEETINGS:**
An annual meeting of the Members shall be held at such time and date at the principal office of the Company or at such other place within or outside of the State of Michigan as shall be designated by the Managers from time to time and stated in the notice of the meeting. The purposes of the annual meeting need not be enumerated within the notice of such meeting.

**SPECIAL MEETINGS:**
Special Meetings of the Members may be called by the Managers or by the holders of not less than ten percent (10%) of all the Membership Interests. Business transacted at all special meetings shall be restricted to the purpose or purposes which were stated within the notice provided.

**MEETING NOTICE OF MEMBERS:**
Written notice stating the place, day, and hour of the meeting and, in the case of special meetings, stating the meeting to take place at the principal place of business of the Company as the location, and the purpose or purposes for which the meeting is called, shall be delivered not less than 1 days prior to the date of the scheduled meeting and to each Member of record entitled to vote at said meeting.

**RECORD DATE:**
For the purpose of determining Members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or Members entitled to receive payment of any distribution, or to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which such distribution is declared, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

**QUORUM:**
A Majority in Interest of the Members shall constitute a quorum at all meeting of the Members, except as otherwise provided by law or this Agreement. Once a quorum is present at the meeting of the members, the subsequent withdrawal from the meeting of any Member prior to adjournment or the refusal of any Member to vote shall not affect the presence of a quorum at the meeting. In the event that the required quorum is not present at the opening of any meeting of the Members, the Members entitled to vote at such meetings shall have the power to adjourn the meeting without notice other than announcement at the meeting, until the holders of the requisite amount of Membership Interests shall be present or represented.

**ACTIONS BY MEMBERS – OTHER THAN ELECTION OF MANAGERS:**
Except for a matter for which the affirmative vote of the holders of a greater portion of the Membership Interests entitled to vote is required by law, the ACT, or this Agreement or amendments hereto, the act of Members shall be the affirmative vote of a Majority in Interest of all the Members represented and voting at the meeting. All actions of the Members provided for herein may be taken by written consent without a meeting. Any such action which may be taken by the Members without a meeting shall be effective only if the consents are in writing and signed by all Members eligible to vote on such action. Members may participate in any meeting of the Members by means of a conference telephone, web
conference, or similar communications equipment, provided all persons participating in the meeting can hear one another, and such participation in a meeting shall constitute presence in person at the meeting.

**REQUIRED UNANIMOUS CONSENT:**
Notwithstanding anything to the contrary contained in the ACT or this Agreement, the following matters must be agreed to unanimously by all Members of the Company:

(a) To create or allow to subsist any fixed or floating charge, lien, or other encumbrance over the whole or any part of the undertaking, property, and assets of the Company, except for the purpose of securing the indebtedness of the Company to its bankers for sums borrowed in the ordinary course of business;

(b) To borrow any sum except from the Company's bankers in the ordinary course of business;

(c) To enter into any partnership or profit sharing agreement with any person; or

(d) To make any change in the nature of business.

(e) Or any other matter which may be changed from time to time as may be deemed fit or necessary by amendment of this Agreement and/or the Articles of Organization.

**QUALIFIED MAJORITY CONSENT:**
Notwithstanding anything else to the contrary contained within the Articles of Organization or this Agreement, the following matters must be agreed to by a majority vote of at least 100 percent of the Members of the Company:

(a) To make any loan, other than by way of deposit with a clearing bank or other institution in which normal business would include the acceptance of deposits, advances, or give any credit other than normal trade credit;

(b) To give any guarantee or indemnity to secure the liabilities or obligations of any person other than a subsidiary of the Company;

(c) To sell, transfer, lease, assign, or otherwise dispose of a material part of the undertaking, property, and/or assets of the Company or any such subsidiary, or any interest therein, or contract to do so, other than the sale of products in the ordinary course of business;

(d) To take, grant, or agree to take or grant any leasehold interest in or license over any land;

(e) To acquire, purchase, or subscribe for any shares, debentures, mortgages, or securities, or any interest therein, in any company, trust, or other body;

(f) To initiate any litigation other than for the purpose of the collection of debts in the ordinary course of business or arbitration;

(g) To change the auditors, accounting firm, or bankers of the Company;

(h) To make or give any claim, disclaimer, election, or consent for taxation purposes;

(i) To undertake anything which would require accounting treatment by way of provision reserve or extraordinary item; or

(j) To effect any material change in the Company's accounting or reporting practices.

(k) Or any other matter which may be changed from time to time as may be deemed fit or necessary by amendment of this Agreement and/or the Articles of Organization.

**MEMBER ACTION TO ELECT MANAGERS:**
For the purpose of voting on the election of Managers, Managers shall be elected at any meeting of the Members at which a quorum is present by a plurality of the Membership Interest represented and voting at the meeting.

MEMBERS ENTITLED TO VOTE:
At least 1 days prior to each meeting of Members, the Managers shall compile a complete listing of all Members entitled to vote at such meeting or any adjournment of such meeting. The listing shall be arranged in alphabetical order by last name, with the address and the Membership Interest held by each. This list shall be kept on file at the registered office of the Company and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to inspection of any Member during the whole time of the meeting. However, failure to comply with the requirements of this Section shall not affect the validity of any such action taken at such meeting.

REGISTERED MEMBERS:
The Company shall be entitled to treat the holder of record of any Membership Interest as the holder in fact of such Membership Interest for all purposes, and accordingly shall not be bound to recognize any equitable or other claim to or interest in such Membership Interest on the part of any person, whether or not it shall have express or other notice of such claim or interest, except as expressly provided by this Agreement or the laws of the State of Michigan.

LIMITATION OF LIABILITY & INDEMNIFICATION OF MANAGERS AND MEMBERS

LIMITATION OF LIABILITY:
Managers and Members of the Company shall be held harmless and not liable to the Company or its Members for any monetary damages or an act or omission in their capacity as a Manager or a Member, except as provided in the ACT for (i) acts or omissions which a Manager knew or was aware of at the time when the act(s) or omission(s) were clearly in conflict with the interests of the Company, (ii) any transaction from which a Manager derived an improper personal benefit, or (iii) acts or omissions occurring prior to the date this provision becomes effective. If the laws, the ACT, or this Agreement are amended to authorize action further eliminating or limiting the liability of Managers and Members, then the liability of a Manager or Member of the Company shall be eliminated or limited to the fullest extent permitted by law, the ACT, and/or this Agreement as so amended. Any repeal or modification of this section shall not affect the right of protection of a Manager or Member existing at the time of such repeal or modification.

INDEMNIFICATION:
The Company shall indemnify the Managers and Members to the fullest extent permitted or required by the law, the ACT, and this Agreement as may be amended from time to time, and the Company may advance expenses incurred by the Manager or Member upon the approval of the Managers and the receipt by the Company of an undertaking by such Manager to reimburse the Company unless it shall ultimately be determined that such Manager or Member is entitled to be indemnified by the Company against such expenses. The Company may also indemnify its employees and other representatives or agents up to the fullest extent permitted under the law, the ACT, or this Agreement, provided that the indemnification in each such situation is first approved by Members owning or holding a Majority in Interest.

OTHER RIGHTS:
The indemnification provided by this Agreement shall: (i) be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any statute, agreement, vote of Members or disinterested Managers, or otherwise, both as to action in official capacities and as to action in another capacity while holding such office; (ii) continue as to a person who ceases to be a Manager or Member; (iii) inure to the benefit of the estate, heirs, executors, administrators, or other successors of an indemnitee; and (iv) not be deemed to create any rights for the benefit of any other person or entity.

MEMBER REPORTS:
The details concerning any action to limit the liability of, indemnify, or advance expenses to a Manager, Member, or other taken by the Company shall be reported in writing to the Members with or before the notice or waiver of notice of the next Member's meeting, or with or before the next submission to Members of a consent to action without a meeting, or, if sooner, separately within 1 days immediately following the date of action.

CAPITAL CONTRIBUTIONS, CAPITAL ACCOUNTS, AND LOANS

LOANS, CAPITAL CONTRIBUTIONS:
Upon execution of this Agreement, each Member agrees to contribute cash, or other form of capital, to the Company in the amount set forth as the Initial Capital Contribution of such Member as per the attached Schedule A – Capital Contributions.

If the Managers determine that the Initial Capital Contributions are insufficient to carry out the purposes of the Company, the Managers may request that the Members make additional contributions to the capital of the Company. If a Majority in Interest of the Members approve such a request, then each of the Members shall be obligated to make such rated or apportioned additional contributions to the Company in accordance with such Members' then existing Membership Interest within the time period approved by the Majority in Interest of the Members. In the event any Member fails to fulfill any commitment to contribute additional capital (the "Defaulting Member), the Managers may elect to allow the remaining Members (the "Lending Members") to contribute to the Company pro rata by Membership interest any such additional capital contribution. All amounts, so contributed by the Lending Members, shall be considered a loan to the Defaulting Member bearing interest at the "U.S. prime rate" or the "Wall Street Journal (WSJ) prime rate", established on the date of the loan, plus 3% simple interest, until repaid. In addition, until all such loans are repaid by the Defaulting Member, all distributions from the Company which would have been paid to the Defaulting Member shall then be paid to the Lending Members in proportion to the then outstanding interest and principal of such loans.

No Member shall be paid interest on any capital contribution to the Company.

In addition to the loans to the Defaulting Member provided for in the aforementioned paragraph, upon approval of the terms thereof by the Managers, any Member may make a loan to the Company upon commercially reasonable terms. Loans by a Member to the Company shall not be considered Capital Contributions.

CAPITAL ACCOUNTS:
The Company shall maintain a separate capital account (the "Capital Account") for each member pursuant to the principles set forth in this paragraph and the Internal Revenue Service Treasury section § 1.704-1(b)(2)(iv). The Initial Capital Account of each Member shall be the amount of the subsequent Capital Contribution of such Member. Said Capital Account shall be increased by (i) the amount of the subsequent Capital Contributions of said Member to the Company pursuant to section "Capital Contributions; Capital Accounts; and Loans," and (ii) said Member's allocable share of Company Income and Net Income pursuant to section titled "ALLOCATIONS, DISTRIBUTIONS, ELECTIONS AND REPORTS." Such Capital Account shall be decreased by the (i) amount of cash distributed to the Member by the Company pursuant to section "ALLOCATIONS, DISTRIBUTIONS, ELECTIONS AND REPORTS" and (ii) such Member's allocable share of Loss and Net Loss pursuant to section "ALLOCATIONS, DISTRIBUTIONS, ELECTIONS AND REPORTS."

The provisions of this section and other portions contained in this Agreement relating to the proper maintenance of Capital Accounts are designed to comply with the requirements of the Internal Revenue Service Treasury section § 1.704-1(b). The Managers intend that such provisions be interpreted and applied in such a manner that is consistent with said Treasury Regulations. The Managers are authorized to modify the manner in which the Capital Accounts are maintained if the Managers determine that such modification (i) is required or prudent to comply with the Treasury Regulations, and (ii) is not likely to have a material effect on the amounts distributable to any Member upon the dissolution of the Company.

MEMBERS WITHDRAWAL OR REDUCTION OF CONTRIBUTION TO CAPITAL:
No Member shall have the right to withdraw all or any part of its Capital Contribution or to receive any return on any portion of its Capital Contribution, except as may be otherwise specifically provided in this Agreement. In the case involving a return of any Capital Contribution, no Member shall have the right to receive property or disbursement other than cash.

No Member shall have priority over any other Member, either as to the return of Capital Contribution or as to Net Income, Net Loss, or distributions; provided that this subsection shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

LIABILITY OF MEMBERS:
No Member shall be liable for the debts, liabilities, or obligations of the Company beyond his/her or their respective Initial Capital Contribution and any additional Capital Contribution required of such Member pursuant to the aforementioned sections. Except as otherwise expressly provided herein, no Member shall be required to contribute to the capital of, or to loan any funds to, the Company.
ALLOCATIONS, DISTRIBUTIONS, ELECTIONS AND REPORTS

ALLOCATIONS:
Subject to the following provisions, for the purpose of maintaining Capital Accounts and in determining the right of the Members among themselves, Net Income or Net Loss, if any, for a Fiscal Year or other period, shall be allocated to the Members in proportion to their respective Membership interests after giving effect to all Capital Account adjustments attributable to contributions and distributions of cash and property made during such Fiscal Year; notwithstanding the provisions of the preceding clause of this Section. In the event any Member unexpectedly receives any adjustments, allocations, or distributions contained and described within the Internal Revenue Service Treasury Regulation Sections §1.704-1(b)(2)(ii)(d)(4), §1.704-1(b)(2)(ii)(d)(3), or §1.704-1(b)(2)(ii)(d)(6), items of income shall be specifically allocated to such Member (consisting of a pro rata portion of each item of Company Income, including gross income, for such year) in an amount and manner sufficient to eliminate such deficit, if any, in such Member's Adjusted Capital Account, as quickly as possible. The foregoing provision is intended to constitute a "qualified income offset" within the meaning of section of §1.704-1(b)(2)(ii)(d) of the Treasury Regulations, and this provision shall be interpreted consistently with said Treasury Regulation.

DISTRIBUTIONS:
The Managers shall allocate and/or dispense Distributable Cash and other property at such times and in such amounts as they may determine within their sole discretion. All disbursements of Distributable Cash or other property shall be made to the Members in proportion to their respective Membership Interests. Except as provided below, all disbursements of Distributable Cash and/or property shall be made at such time as determined by the Managers.

LIMITATION OF DISTRIBUTIONS:
No distribution shall be declared and paid if payment of such distribution would cause the Company to violate any limitation of distributions provided under the law, the ACT, or this Agreement.

ALLOCATIONS FOR TAX PURPOSES:
Except as otherwise provided herein, each item of income, Net Income, or Net Loss of the Company shall be allocated to the Members in the same manner as such allocations are made for book purposes pursuant to previous paragraphs contained within this section. In the event of a transfer of, or other change in, an interest in the Company during a Fiscal Year, each item of taxable income and loss shall be pro-rated in accordance with the U.S. Internal Revenue Code §706 -- Taxable years of partner and partnership, using any convention permitted by law and selected by the Managers.

TAX STATUS, ELECTIONS, AND MODIFICATIONS REGARDING ALLOCATIONS:
Notwithstanding any provision contained within this Agreement to the contrary, solely for federal income tax purposes, each of the Members hereby recognizes that the Company shall be subject to all provisions of the U.S. Internal Revenue Code Subchapter X; provided, however, that the filing of all required returns thereunder shall not be construed to extend the purposes of the Company or expand the obligations or liabilities of the Members.

The Managers, in their sole discretion, may cause the Company to elect pursuant to U.S. Internal Revenue Code Section 754 and the Treasury Regulations to adjust the basis of the Company assets as provided by Section 734 or 743 of the Code and the Treasury Regulations thereunder. The Company shall make such elections for Federal income tax purposes as may be determined by the Managers, acting in their sole and absolute discretion.

The Managers shall prepare and execute any amendments to this Agreement necessary for the Company to comply with the provisions of the Treasury Regulations Sections §1.704-1(b), §1.704-1(c) and §1.704-2 upon the occurrence of any of the following events: (i) incurring any liability which constitutes a "non-recourse liability" as defined within the Treasury Regulation Section §1.704-2(b)(3) or a partner non-recourse debt as defined within the Treasury Regulation Section §1.704-2(b)(4); (ii) a constructive termination of the Company pursuant to U.S. Code Section §708(b)(1)(B); or (iii) the contribution or distribution of any property, other than cash, to or by the Company.

PARTNER TAX MATTERS:
The Managers shall designate a Member serving as a Manager, or if there is none, or if none are eligible or able to act, any Member, as the "tax matters partner for federal income tax purposes. The tax matters partner is authorized and required to represent the Company in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated
therewith. The tax matters partner shall have the final decision making authority with respect to all Federal income tax matters involving the Company. The Members agree to cooperate with the tax matters partner and to do or refrain from doing any or all things reasonably required by the tax matters partner to conduct such proceeding. Any direct out-of-pocket expense incurred by the tax matters partner in carrying out his/her or their obligations hereunder shall be allocated to and charged to the Company as an expense of the Company for which the tax matters partner shall be reimbursed.

RECORDS AND REPORTS:
At the expense of the Company, the Managers shall maintain records and accounts of all operations and expenditures of the Company. The Company shall keep and maintain its records, as required by law, the ACT, and this Agreement, at the principal place of business.

ACCOUNT BOOKS:
The Company shall maintain the Company's books and records and shall determine all items of Income, Loss, Net Income, and Net Loss in accordance with the method of accounting selected by the Managers, consistently applied. All of the records and books of account of the Company, in whatever form maintained, shall at all times be maintained at the principal office of the Company and shall be open to the inspection and examination of the Members or their representatives during reasonable business hours. Such right may be exercised through any agent or employee of a Member designated by it or by an attorney or independent certified public account designated by such Member. Such Member shall bear all expenses incurred in any examination made on behalf of such Member.

All expenses in connection with the keeping of the books and records of the Company and the preparation of audited or unaudited financial statements required to implement the provisions of this Agreement or otherwise needed for the conduct of the Company's business shall be borne by the Company as an ordinary expense of its business.

COMPANY TAX RETURN AND ANNUAL STATEMENT:
The Managers shall cause the Company to file a Federal income tax return and all other tax returns required to be filed by the Company for each Fiscal Year or part thereof, and shall provide to each person who at any time during the Fiscal Year was a Member with an annual statement (including a copy of Schedule K-1 to Internal Revenue Service Form 1065) indicating such Member's share of the Company's income, loss, gain, expense and other items relevant for Federal income tax purposes. Such annual statement may be audited or unaudited as required by the Managers.

BANK ACCOUNTS:
The bank account or accounts of the Company shall be maintained in the bank approved by the Managers. The terms governing such accounts shall be determined by the Managers and withdrawals from such bank accounts shall only be made by such parties as may be approved and authorized by the Managers.

TRANSFERABILITY OF MEMBERSHIP INTERESTS AND ADMISSION OF MEMBERS

TRANSFERABILITY OF MEMBERSHIP INTERESTS:
The term "transfer" when used in this Agreement with respect to a Membership Interest includes a sale, assignment, gift, pledge, exchange, or other disposition. A Member shall not at any time transfer its Membership Interest except in accordance with the conditions and limitations established and contained within the section regarding "Restrictions on Transfer of Membership Interests." Any transferee of a Membership Interest by any means shall have only the rights, powers, and privileges set out within the section regarding "Transferee Rights," or otherwise provided by law and shall not become a Member of the Company except as provided within the section regarding "Admission of Transferees as Members."

RESTRICTIONS ON TRANSFER OF MEMBERSHIP INTERESTS:
All or part of a Membership Interest may be transferred only with the prior written approval of a Majority of the Managers, which approval may be granted or denied at the sole discretion of the Managers. The Managers shall not consent unless the proposed transferee shall have furnished to the Company with an opinion of counsel, satisfactory in form and substance to such Managers, that neither the offering nor the proposed transfer will violate any Federal or applicable state securities law and that neither such offering or proposed transfer will not adversely affect the Company from being taxed as a partnership for Federal income tax purposes.

RIGHTS OF TRANSFEREE:
Unless and until admitted as a Member of the Company in accordance within the section regarding "Admission of Transferees as Members," the transferee of a Membership Interest shall not be entitled to any of the rights, powers, or privileges of a Member, except that the transferee shall be entitled to receive the distributions and allocations to which the Member would be entitled but for the transfer of his/her or their Membership Interest.

**ADMISSION OF TRANSFERES AS MEMBERS:**
A transferee of a Membership Interest may be admitted as a Member of the Company only upon furnishing to the Company all of the following:

- The written consent of all current Members;
- The Acceptance, in a form satisfactory to a Majority of the Managers, of all the terms and conditions of this Agreement; and
- Payment of such reasonable expenses as the Company may incur in connection with his/her or their admission as a Member.

**ADMISSION OF NEW MEMBERS:**
New Members to the Company may only be admitted with the unanimous consent of the Members, upon compliance with all terms specified by the Managers and upon receipt by the Company of an opinion of counsel, satisfactory in form and substance to a Majority of the Managers, that neither the offering nor the proposed sale of the Membership Interest will violate any Federal or applicable state securities law and that neither such offering or sale will adversely affect the Company from being taxed as a Corporation for Federal income tax purposes.

**BUY/SELL RIGHTS AMONG MEMBERS:**
Members of the Company may offer to any other Member the opportunity to buy such Offeror's Members interest or to purchase such Offeree Member's interest, in the Company.

Any Member (the "Offeror Member") may give a Buy/Sell Notice to one or more of the other Members (the "Offeree Member(s)"). For the purposes of the section, a "Buy/Sell Notice" means a notice in writing by the Offeror Member containing both (i) an offer by the Offeror Member to purchase all, but not less than all, of the Membership Interest beneficially owned by the Offeree Member(s) (the "Purchase Offer"), and (ii) an offer by the Offeror Member to sell to the Offeree Member(s) all, but not less than all, of the Membership Interest owned by the Offeror Member (the "Sale Offer").

Upon a Buy/Sell Notice being received by the Offeree Member(s) and pending completion of the transactions contemplated therein, none of the Members shall do or cause to be done or permit the Company to do anything except in the ordinary course of business of the Company.

The Buy/Sell Notice shall stipulate a price for the Membership Interest to be purchased and shall also contain such other terms and conditions as are necessary or appropriate in connection with the transactions contemplated therein, provided that none of such terms and conditions shall conflict in any way with the provisions of this Agreement. The terms of the Purchase Offer or Sale Offer shall be the same as to the other, proportionate to the size of the Membership Interest to be purchased or sold.

The Offeror Member(s) shall have 10 days from the date on which the Buy/Sell Notice is received to accept either of the offers contained therein, when (i) any of the Offeror Member(s) may accept the Purchase Offer by giving to the Offeror Member, within the time prescribed, an Acceptance in writing (the "Acceptance") executed by the Offeror Member(s); (ii) any of the Offeror Member(s) may accept the Sale Offer by giving to the Offeror Member, within the time prescribed, a notification in writing (the "Notification") executed by the Offeror Member(s); any Offeror Member(s) who fails or refuses to give either an Acceptance or a Notification to the Offeror Member(s), within the time prescribed, shall be deemed to have given an Acceptance to the Offeror Member(s).

These provisions shall apply to any Acceptance, Notification, or deemed Acceptance of the Buy/Sell Notice when (i) in the event the Offeror Member(s) give or are deemed to have given an Acceptance, within the time prescribed, each Offeror Member(s) shall be obligated to sell all of its Membership Interest in the Company beneficially owned by such Offeror Member(s) to the Offeror Member(s), who then shall be obligated to purchase such shares; (ii) in the event all of the Offeror Member(s) give a Notification to the Offeror Member, within the time prescribed, each Offeror Member(s) shall purchase form the Offeror Member and the Offeror Member shall be obligated to sell to the Offeror Member all Membership Interest in the Company beneficially owned by the Offeror Member pro rata, in the proportion to the Membership Interest owned by each Offeror Member(s) in relation to the total Membership Interests owned by all Offeror.
Member(s); and (iii) in the event some, but not all, of the Offeree Member(s) give a Notification to the Offeror Member and some, but not all, of the Offeree Member(s) give an Acceptance to the Offeror Member within the time prescribed, those Offeree Member(s) who gave a Notification to the Offeror Member shall be required to purchase, from the Offeror Member and from those Offeree Member(s) who gave an Acceptance, all Membership Interest in the Company beneficiary owned by the Offeror Member and owned by those Offeree Member(s) who gave an Acceptance. Each of the Offeror Member and those Offeree Member(s) who gave an Acceptance shall be obligated to sell all of their Membership Interest in the Company to those Offeree Member(s) who gave a Notification. If more than one Offeree gives a Notification, such Offeree Member(s) shall purchase such Membership Interest in the Company pro rata in the proportion with the amount of Membership Interest in the Company owned by each such Offeree Member(s) bears to the total Membership Interests owned by all such Offeree Member(s). An Offeror Member shall not be entitled to purchase Membership Interests in the Company owned by some of the Offeree Member(s) and sell his/her or their Membership Interest in the Company to others of the Offeree Member(s).

Upon the formation of a contract by the giving or deemed giving of an Acceptance or Notification, the Member(s) agreeing to purchase shall purchase and the Member(s) agreeing or deemed to have agreed to sell shall convey, transfer and assign to the purchasing Member(s) all of the Membership Interest in the Company held by the selling Member(s) at and for the price set out in the Offer and on the terms and conditions set out therein and in this Agreement. Notwithstanding any other terms contained herein or in an Offer, any purchase of a Membership Interest by any Member(s) may, at the option of the purchasing Member, be by way of all cash at closing, a promissory note at closing, or some cash and a promissory note for the remainder of the purchase price at closing. Any promissory note issued pursuant to this provision shall bear interest at the "U.S. prime rate" or the "Wall Street Journal (WSJ) prime rate", established on the date of closing, plus 3%, and such note shall be payable in full on or before 5 year(s) after the date of closing. Such promissory note shall be secured in a manner agreeable to the purchasing and selling Members, and such agreement shall not be unreasonably withheld.

The closing of the purchase and sale transaction pursuant to this Section shall take place within 60 days following the date on which the Acceptance or Notification was given. In the event that the above designated day falls on a weekend or a statutory holiday, the closing shall take place on the next following business day.

Notwithstanding anything contained within this Section, the Members agree that no Member shall be entitled to exercise any rights under this Section for a period of 5 years from the date of the execution of this Agreement.

**RIGHT OF FIRST REFUSAL:**

If at any time a Member (hereinafter referred to as the "Disposing Member") wishes to sell any of its Membership Interest in the Company (hereinafter referred to as the "Offered Interest") to any person or person (hereinafter referred to as the "Thirds Party"), the Disposing Member shall first obtain a bona fide offer from the Third Party (hereinafter referred to as the "Third Party Offer") which he/she is prepared to accept, and then give the other Members (hereinafter referred to as the "Other Members") written notice (hereinafter referred to as the "Offer Notice") containing the identity of the Third Party, the terms and conditions of the Third Party Offer, a true copy of the Third Party Offer, and an offer by the Disposing Member (hereinafter referred to as the "Disposing Member's Offer") to sell the Offered Interest to the Other Members at the same price and upon the same terms and conditions as are contained in the Third Party Offer. It is understood and agreed that the Third Party's Offer shall be of a nature and type which could be offered on identical terms by the Other Members. The Other Members shall be entitled to purchase the Offered Interest proportionate to the Membership Interest in the Company held by them respectively. If any of the other Members desire to purchase more than its proportionate share of the Offered Interest is shall also indicate in its Acceptance Notice (as herein defined). The Disposing Member's Offer shall be irrevocable for a period of 14 days after receipt of the Offer Notice by the Other Members.

The Other Members may, within 14 days after receipt of the Offer Notice, accept the Disposing Member's Offer by giving written notice thereof, which shall be irrevocable, to the Disposing Member and to the Other Members (hereinafter called the "Accepting Notice").

If within the said 14 day period the Other Members do not give an Acceptance Notice or Acceptance Notices as herein provided, such that all and not less than all of the Offered Interest is required to be purchased, then the Disposing Member's Offer shall be deemed to have been rejected and the Disposing Member shall sell the Offered Interest to the Third Party on the exact same terms and conditions in the Third Party Offer. Where the Third Party does not acquire all of the Membership Interest in the Company, the Third Party shall agree to be bound by the provisions of this Agreement.
Specifically such Third Party may not acquire a Membership Interest or be admitted as a Member, except by full compliance with all requirements under Sections titled "Transferability of Membership Interests — Admission of Members." The sale to the Third Party must be completed on the closing date as aforesaid, and such offer shall be deemed for purposes hereof to be a new offer which, pursuant to the provisions of this Section, shall be first offered to the Other Members. The Disposing Member shall provide reasonable proof to the Other Members that the sale of the Offered Interest was completed at such price and upon such terms and conditions as contained in the Third Party Offer, before the Third Party shall be entitled to be registered as a Member of the Company.

A Third Party Offer shall contain a term requiring the Third Party, as a condition of closing, to duly execute and deliver to the Other Members and the Company an agreement to be bound by the terms and conditions of this Agreement including, without limiting the generality of the foregoing, the covenants and obligations of the Disposing Member and the conditions placed on transfer of a Membership Interest and admission as a Member (as set forth in this Section), hereunder, which agreement is to be in form and substance satisfactory to the attorneys for the Other Members and the Third Party acting reasonably.

If the Other Members accept the Disposing Member's Offer, then the transaction of purchase and sale shall be closed as provided for in the Third Party Offer. Notwithstanding any term contained in a Third Party Offer, or herein, any purchase of a Membership Interest by any Member(s), may at the option of any purchasing Member, be made by way of all cash at closing, a promissory note at closing, or partial payment in cash and a promissory note for the remaining balance of the purchase price at closing. Any promissory note issued pursuant to this provision shall bear interest at the prime rate as set forth in the "Wall Street Journal (WSJ) prime rate," as of the date of closing plus 3% percent, and such note shall be payable in full on or before 5 year(s) after the date of closing. Such promissory note shall be secured in a manner agreeable to the purchasing and selling Members, such agreement to not be unreasonably held.

Any other Member shall have the right to elect to, by notice in writing to the Disposing Member, within 14 days from the date of receipt of a copy of the Third Party Offer, (i) as a condition precedent to any sale of the Membership Interest by the Disposing Member, require the Third Party to amend the Third Party Offer to provide for the purchase of a pro rata proportion of Membership Interest held by the Other Member, for a price for the Other Member's Membership Interest, which is proportionately the same as the price offered for the Disposing Member's Membership Interest, and at the same time and on the same terms and conditions as contained in the Third Party Offer, in which case the Other Member shall become a Disposing Member for purposes of this Section; or (ii) as a condition precedent to any sale of the membership Interest by the Disposing Member, require the Third Party to amend the Third Party Offer to provide for the purchase for all of the Membership Interest (or such lesser number as is the subject matter of the Offer) held by the Other Member, for a price for the Other Member's Membership Interest, which is proportionately the same as the price offered for the Disposing Member's Membership Interest, and at the same time and on the same terms and condition as contained in the Third Party Offer, in which case the Other Member shall become Disposing Member for purposes of this Section.

Dissolution and Termination

Withdrawal:
Except as otherwise provided in this Agreement, no Member shall at any time retire or withdraw from the Company or withdraw any amount out of his/her or their Capital Account. Any Member retiring or withdrawing in contravention of the Section shall indemnify, defend, and hold harmless the Company and all other Members (other than a Member who is, at the time of such withdrawal, in default under this Agreement) from and against any losses, expenses, judgments, fines, settlements, or damages suffered or incurred by the Company or any such other Member arising out of or resulting from such retirement or withdrawal.

Dissolution:
The Company shall be dissolved upon the first of the following to occur: (i) when the period fixed for the duration of the Company in the Articles of Organization shall expire; (ii) upon the election to dissolve the Company by all Members; (iii) upon the happening of any event of withdrawal (as defined in the ACT) with respect to any Member, unless there is at least one remaining Member, and the business of the Company is continued by the written consent of all the remaining Managers or the written consent of the remaining Members holding a Majority in Interest within 30 days of the action or affecting the withdrawing Member; (iv) upon a deadlock on management affairs as defined under the Section titled "Dissolution in the Event of a Deadlock;" or (v) The entry of a decree of judicial dissolution or the issuance of a certificate for administrative dissolution under the ACT.
Upon dissolution of the Company, the business and affairs of the Company shall terminate and be wound up, and the assets of the Company shall be liquidated under this Section.

Dissolution of the Company shall be effective as of the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until there has been a winding up of the Company's business and affairs, and the assets of the Company have been distributed as provided under the Section titled "Dissolution in the Event of a Deadlock."

Upon dissolution of the Company, the Managers may cause any part or all of the assets of the Company to be sold in such manner as the Managers shall determine in an effort to obtain the best prices for such assets; provided, however, that the Managers may distribute assets of the Company in kind to the Members to the extent practicable.

**DISSOLUTION IN THE EVENT OF A DEADLOCK:**
In the event that the Members of the Company fail to agree to a matter which requires unanimous consent pursuant under the Section titled "Matters Requiring Unanimous Consent," a management deadlock is deemed to have occurred when (i) a matter related to the management affairs of the Company has been considered by a meeting of the Members; and (ii) no resolution of the matter has been reached at such meeting of the Members, by virtue of it receiving the unanimous consent of the Members; (iii) within 60 days from such meeting, one or more Members gives notice to all other Members that it considers the Company in deadlock and intends to seek dissolution of the Company due to such deadlock, if a resolution is not reached in the matter in question; and (iv) such matter is not otherwise resolved or rendered irrelevant within 2 days from the date of the notice mentioned above.

When a management deadlock occurs and is not resolved, the Company shall be dissolved in accordance with this Agreement.

**ARTICLES OF DISSOLUTION:**
Upon the dissolution and commencement of the winding up of the Company, the Managers shall cause the Articles of Dissolution to be executed on behalf of the Company and filed with the Secretary of State and a Manager or authorized Member shall execute, acknowledge and file any and all other instruments necessary or appropriate to reflect the dissolution of the Company.

**DISTRIBUTION OF ASSETS UPON DISSOLUTION:**
In settling accounts after dissolution, the assets of the Company shall be paid (i) first, to creditors, in the order of priority as provided by law, except those to Members on account of the Capital Contributions; (ii) second, an amount equal to the then remaining credit balances in the Capital Accounts of the Members shall be distributed to the Members in proportion to the amount of such balances; and (iii) third, any remainder shall be distributed to the Members of the Company, pro rata to their respective Membership Interests.

**DISTRIBUTIONS IN KIND:**
If any assets of the Company are distributed in kind, such assets shall be distributed to the Members entitled thereto as tenants-in-common in the same proportions as the Members would have been entitled to cash distributions if such property had been sold for cash and the net proceeds thereof distributed to the Members. In the event that distributions in kind are made to the Members upon dissolution and liquidation of the Company, the Capital Account balances of such Members shall be adjusted to reflect the Members allocable share of gain or loss which would have resulted if the distributed property had been sold at is fair market value.

**MISCELLANEOUS PROVISIONS**

**COMPETING BUSINESS:**
Except as otherwise expressly provided in this Agreement or the ACT, neither the Managers nor the Members, nor any of their shareholders, directors, officers, employees, partners, agents, family members, or affiliates, shall be prohibited or restricted in any way from investing in or conducting, either directly or indirectly, and may invest in and/or conduct, either directly or indirectly, businesses of any nature whatsoever, except for the ownership and operation of businesses or properties similar to or in the same geographical area as those held by the Company. Except as otherwise provided in this Agreement or the ACT, any investment in or conducting of any such businesses by any such person or entity shall not give rise to any claim for an accounting by any Member or the Company or any right to claim any interest therein or the profits therefrom.
MEMBER REPRESENTATIONS AND AGREEMENTS:
Notwithstanding anything contained in this Agreement to the contrary, each Member hereby represents and warrants to the Company, the Managers, and to each other that (i) the Membership Interest of such Member is acquired for investment purposes only, for the Member's own account, and not with a view to or in connection with any distribution, reoffer, resale, or other disposition not in compliance with the Securities Act of 1933, as amended, and the rules and regulations thereunder (the "1933 Act") and applicable state securities laws; (ii) such Member, alone or together with the Member's representatives, possesses such expertise, knowledge, and sophistication in financial and business matters generally, and in the type of transactions in which the Company proposes to engage in particular, that the Member is capable of evaluating the merits and economic risks of acquiring and holding the Membership Interest and the Member is able to bear all such economic risks now and in the future; (iii) such Member has had access to all of the information with respect to the Membership interest acquired by the Member under this Agreement that the Member deems necessary to make a complete evaluation thereof and has had the opportunity to question the other Members and the Managers, if any, concerning such Membership Interest; (iv) such Member's decision to acquire the Membership Interest for investment has been based solely upon the evaluation made by the Member; (v) such Member is aware that the Member must bear the economic risk of an investment in the Company for an indefinite period of time because Membership Interests have not been registered under the 1933 Act or under the securities laws of various states and, therefore, cannot be sold unless such Membership Interests are subsequently registered under the 1933 Act and any applicable state securities laws or an exemption from registration is available; (vi) such Member is aware that only the Company can take action to register Membership Interests and the Company is under no such obligation and does not propose to attempt to do so; (vii) such Member is aware that this Agreement provides restrictions on the ability of a member to sell, transfer, assign, mortgage, hypothecate, or otherwise encumber the Member's Membership Interest; (viii) such Member agrees that the Member will truthfully and completely answer all questions and make all covenants that the Company or the Managers may, contemporaneously or hereafter, ask or demand for the purpose of establishing compliance with the 1933 Act and applicable state securities laws; and (ix) if that Member is an organization, that it is duly organized, validly existing, and in good standing under the laws of its state or country of organization and that it has full organizational power and authority to execute and agree to this Agreement and to perform its obligations hereunder.

NOTICE:
All notices, demands, or requests provided for or permitted to be given pursuant to this Agreement must be in writing.

All notices, demands and requests to be sent to any Manager or Member pursuant to this Agreement shall be deemed to have been properly given or served if addressed to such person at the address as it appears on the Company records and (i) personally delivered, (ii) deposited for next day delivery by Express Delivery or other similar overnight courier services, (iii) deposited in the United States mail, prepaid and registered or certified with return receipt requested, or (iv) transmitted via facsimile or other similar device to the attention of such person with receipt acknowledged.

All notices, demands, and requests so given shall be deemed received when (i) actually received, if personally delivered or deposited for next day delivery with an overnight courier or faxed, or (ii) as indicated upon the return receipt if deposited in the United States mail.

The Managers and Members shall have the right, from time to time, and/or at any time during the term of this Agreement, to change their respective addresses by delivering to the other parties written notice of such change in the manner prescribed in the aforementioned second Notice paragraph.

All distribution to any Member shall be made at the address at which notices are sent unless otherwise specified in writing by any such Member.

NO PARTITION ACTION:
No Member shall have any right to maintain any action for partition with respect to the property of the Company.

AMENDMENTS:
This Agreement or the Articles of Organization may only be amended or modified by a writing executed and delivered by each of the Members. A vote of the Majority in Interest of all Members is required for any amendment.

POWER OF ATTORNEY:
Each Member hereby makes, constitutes, and appoints each elected Manager as may be serving from time to time, severally, with full power of substitution, as the Member's true and lawful attorney-in-fact, for such Member and in such
Member's name, place, and stead and for the Member's use and benefit to sign and acknowledge, file, and record, any amendments hereto among the Members and for the further purpose of executing and filing on behalf of each Member any documents necessary to constitute the continuation of the Company, the admission or withdrawal of a Member, the qualification of the Company in a foreign jurisdiction (or amendment to such qualification), the admission of substitute Members, or the dissolution or termination of the Company, provided such continuation, admission, withdrawal, qualification, or dissolution and termination are in accordance with the terms of this Agreement.

The foregoing power of attorney is a special power of attorney coupled with an interest, is irrevocable, and shall survive the death or legal incapacity of each Member. It may be exercised by any one of said attorneys by listing all of the Members executing any instrument over the signature of the attorney-in-fact acting for all of them. The power of attorney shall survive the delivery of an assignment by a Member of the whole or any portion of his/her or their Membership Interest. In those cases in which the assignee of, or the successor to, a Member owning Membership Interest has been approved by the Members for admission to the Company as a substitute Member, the power of attorney shall survive for the sole purpose of enabling the Managers to execute, acknowledge, and file any instrument necessary to effect such substitution.

This power of attorney shall not be affected by the subsequent incapacity or mental incompetence of any Member.

GOVERNING LAW: ARBITRATION:
This Agreement, being made in the County of Wayne in the State of Michigan, with the rights and obligations of the Members hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Michigan. Any dispute arising out of or in connection with this Agreement or the breach thereof shall be decided by arbitration to be conducted in Wayne, Michigan in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association, and judgment thereof may be entered in any court having jurisdiction thereof.

ENTIRE AGREEMENT:
This Agreement, including all schedules to this Agreement, as amended from time to time, in accordance with the terms of this Agreement, contains the entire agreement among the parties relative to the subject matter hereof.

WAIVER:
No consent or waiver, express or implied, by any Member to or for any breach or default by any other Member in the performance by such other Member of his/her or its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Member of the same or any other obligations of such other Member under this Agreement. Failure on the part of any Member to complain of any act or failure to act of any of the other Members or to declare any of the other Members in default, regardless of how long such failure continues, shall not constitute a waiver by such Member of his/her or its rights hereunder.

SEVERABILITY:
If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, and the intent of this Agreement shall be enforced to the greatest extent permitted by law.

BINDING AGREEMENT:
Subject to the restrictions on transferability set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the undersigned members and their respective legal representatives, successors and assigns.

TENSE AND GENDER:
Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. Whenever the masculine, feminine or neutral gender is used inappropriately within this Agreement, this Agreement shall be read as if the appropriate gender was used.

CAPTION:
Captions are included solely for convenience of reference and if there is any conflict between captions and the text of this Agreement, the text shall be the ruling and controlling factor.

BENEFITS OF AGREEMENT:
or circumstances shall not be affected thereby, and the intent of this Agreement shall be enforced to the greatest extent permitted by law.

**BINDING AGREEMENT:**
Subject to the restrictions on transferability set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the undersigned members and their respective legal representatives, successors and assigns.

**TENSE AND GENDER:**
Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. Whenever the masculine, feminine or neutral gender is used inappropriately within this Agreement, this Agreement shall be read as if the appropriate gender was used.

**CAPTION:**
Captions are included solely for convenience of reference and if there is any conflict between captions and the text of this Agreement, the text shall be the ruling and controlling factor.

**BENEFITS OF AGREEMENT:**
Nothing in this Agreement, expressed or implied, is intended or shall be construed to give to any creditor of the Company or any creditor of any Member or any other person or entity whatsoever, other than the Members and the Company, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any covenant, condition, or provisions herein contained, and such provisions are and shall be held to be for the sole and exclusive benefit of the Members and the Company.

**COUNTERPARTS:**
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purpose and all of which when taken together shall constitute a single counterpart instrument. Executed signature pages to any counterpart instrument may be detached and affixed to a single counterpart, which single counterpart with multiple executed signature pages affixed thereto constitutes the original counterpart instrument. All of these counterpart pages shall be read as though one and they shall have the same force and effect as if all of the parties had executed a single signature page.

**IN WITNESS WHEREOF,** the undersigned, being the initial Managers and all of the Members of the Company, have caused this Agreement to be duly adopted by the Company as of the date provided below, and do hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement through the signing thereof.

Mark Jerant - President and CEO

07/31/2022
(Date)
To whom it may concern;

To A&M Restaurant Group LLC

I intend to Lease the entire first floor space of the property located at 101 Lafayette South Lyon, MI 48178 to Mark Jerant.

The terms of the lease and annual rental amount are to be negotiated.

Dennis Engerer

Mark Jerant
Real Estate Summary Sheet

Parcel: 80-21-29-101-001
Owner's Name: ENGERER, DENNIS
Property Address: 101 S LAFAYETTE ST
SOUTH LYON, MI 48178-1393

Liber/Page: / / Created: / / Active: Active
Split: / /
Public Impr.: Paved Road, Sidewalk, Water, Sewer, Electric, Gas, Curb
Topography: Level

Mailing Address:
ENGGER, DENNIS
215 E MAIN
NORTHVILLE MI 48167-1085

Description:
T1N, R7E, SEC 29 ASSESSOR'S PLAT NO 1 LOT 24

Most Recent Sale Information
None Found

Most Recent Permit Information
Permit 2392 SQFT STR R on 01/01/2000 for $0 category SelectCategory.

Physical Property Characteristics

| 2016 S.E.V.: 107,810 | 2016 Taxable: 101,610 | Lot Dimensions: |
| 2015 S.E.V.: 103,520 | 2015 Taxable: 104,310 | Acreage: 0.09 |
| Zoning: BI | Land Value: 34,225 | Frontage: 0.0 |
| PRE: 0.000 | Land Impr. Value: 1,269 | Average Depth: 0.0 |

Improvement Data

# of Commercial Buildings: 2
Type: Store, Retail
Desc: Building 1, Section 1
Class: C
Quality: Average
Built: 1920 Remodeled: 0
Overall Building Height: 0
Floor Area: 4,370
Sale Price/Floor Area: 0.00
Estimated TCV: 180,121
Cmns:

Image
In the image, the text appears to be a form or document related to insurance or financial transactions, likely involving the transfer of property or funds. The text is filled with various fields and numbers, which are typical of legal or financial documents. However, without the ability to read the specific content and context of the document, it is challenging to provide a detailed transcription. The document seems to include sections for insurance details, contact information, and possibly financial quotations or agreements. The page also contains a footer indicating it is from a city or county document related to Oakland.
AGENDA NOTE
New Business: Item #

MEETING DATE: April 25, 2016

PERSON PLACING ITEM ON AGENDA: Fire Chief Mike Kennedy

AGENDA TOPIC: Michigan Mutual Aid Box Alarm System (MI-MABAS) Updated Agreement

EXPLANATION OF TOPIC: On June 28, 2010, the City of South Lyon City Council approved a resolution adopting an agreement for the Michigan Emergency Management Assistance Compact (MEMAC). For mutual aid within the State of Michigan, MEMAC has since evolved into the Michigan Mutual Aid Box Alarm System (MI-MABAS).

The purpose of the new (attached) MI-MABAS Agreement is to add a provision under Section 8 for cost recovery regarding Special Operations Teams. The provision now states that a MI-MABAS Special Operations Teams may collect full cost recovery (the first eight hours may not be for free). This provision allows the respective MI-MABAS Special Operations Teams the ability to invoice for full cost recovery for any response. Due to the expensive nature of creating and sustaining a Special Operations Team (advanced training, specialized equipment, increased number of exercises), it has been recognized that it may be cost prohibitive to allow the first eight hours of a response to be at no cost.

The specific provisions of the Agreement that have been changed since the 1st Addendum are:

1. A sentence has been added to the opening paragraph that reads, “This Agreement supersedes any and all prior Agreements and amendments to the Michigan Mutual Aid Box Alarm System Association Agreement.”
2. A new definition has been added under Section II (Definition M) that reads, “M. “Special Operations Teams” means MI-MABAS recognized teams of personnel with the requisite training and skill for Hazardous Materials Response, Technical Rescue Response (including Strike Teams and Michigan Task Force 1) and Incident Management Teams.
3. Section 8 has been modified as follows: changes are in underlined:

SECTION EIGHT

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement, absent a state or federal declaration of emergency or disaster, excluding resources for Special
Operations Teams, shall be at no charge to the Requesting Party for the first eight hours. Any expenses recoverable from third parties shall be equitably distributed among Responding Parties. Requests for a response from any MI-MABAS Special Operations Team shall require full and complete reimbursement to the responding Team for all expenses, including but not limited to, expenses for equipment, personnel, management and administration and all other services provided at an incident. The Executive Board shall adopt fee schedules that establish rates for Special Operations Team responses. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. The Parties reserve the right to waive any charges to a Requesting Party.

POSSIBLE COURSES OF ACTION: This is provided for information only. No resolution needed, this only requires mayoral signature. Upon mayoral signature, Chief Kennedy will file the signed agreement with the Oakland County Clerk’s Office then forward the certified copy to the MI-MABAS group.

RECOMMENDATION: No resolution needed, this only requires mayoral signature.

SUGGESTED MOTION: No resolution needed, this only requires mayoral signature.
AMENDED MICHIGAN MUTUAL AID BOX ALARM SYSTEM ASSOCIATION AGREEMENT

Effective Date: Monday, April 25, 2016

BETWEEN

PARTICIPATING POLITICAL SUBDIVISIONS AS SIGNATORIES TO THIS INTERLOCAL AGREEMENT

This Agreement is entered into between the participating units of local government “Parties” that execute this Agreement and adopt its terms and conditions as provided by law. This Agreement supersedes any and all prior Agreements and amendments to the Michigan Mutual Aid Box Alarm System Association Agreement.

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and,

WHEREAS, the Urban Cooperation Act, of 1967, 1967 PA 7, MCL 124.501, et seq., provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and,

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, rescue and emergency medical assistance, hazardous materials control, technical rescue and/or other emergency support for an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and,

WHEREAS, the Parties have determined that it is in their best interests to form an association to provide for communications procedures, training, and other functions to further the provision of said protection of life and property during an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and
WHEREAS, the Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions;

NOW, THEREFORE, the Parties agree as follows:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as natural disasters and man-made catastrophes, no political subdivision possesses all the necessary resources to cope with every possible Emergency, Disaster or Serious Threat to Public Safety, and an effective, efficient response can be best achieved by leveraging collective resources from other political subdivisions. Further, it is acknowledged that coordination of mutual aid through the Michigan Mutual Aid Box Alarm System Association (MI-MABAS) is most effective for best practices and efficient provision of mutual aid.

SECTION TWO

Definitions

The Parties agree that the following words and expressions, as used in this Agreement, whenever initially capitalized, whether used in the singular or plural, possessive or non-possessive, either within or without quotation marks, shall be defined and interpreted as follows:

A. “Agreement” means the MI-MABAS Agreement.

B. “Michigan Mutual Aid Box Alarm System” (“MABAS”) means a definite and prearranged plan whereby response and assistance is provided to a
Requesting Party by an Assisting Party in accordance with the system established and maintained by MI-MABAS Members;

C. “Party” means a political subdivision which has entered into this Agreement as a signatory;

D. “Requesting Party” means any Party requesting assistance under this agreement;

E. “Assisting Party” means any Party furnishing equipment, personnel, and/or services to a Requesting Party under this agreement;

F. “Emergency” means an occurrence or condition in a Party’s jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Requesting Party and such that a Requesting Party determines the necessity of requesting aid;

G. “Disaster” means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, or similar occurrences resulting from terrorist activities, riots, or civil disorders;

H. “Serious Threats to Public Health and Safety” means other threats or incidents such as those described as Disasters, of sufficient magnitude that the necessary public safety response threatens to overwhelm local resources and requires mutual aid or other assistance;
I. “Division” means the geographically associated Parties which have been grouped for operational efficiency and representation of those Parties;

J. “Training” means the regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MI-MABAS;

K. “Executive Board” means the governing body of MI-MABAS composed of Division representatives.

L. “Effective Date” means the date on which the Agreement is first filed with the Department of State, the Office of the Great Seal, and each county where Parties are located.

M. “Special Operations Teams” means MI-MABAS recognized teams of personnel with the requisite training and skill for Hazardous Materials Response, Technical Rescue Response (including Strike Teams and Michigan Task Force 1) and Incident Management Teams.

SECTION THREE

Establishment of the Association, the Divisions and Executive Board of MI-MABAS

A. Establishment of the Association

1. The Parties intend and agree that MI-MABAS is established as separate legal entity and public body corporate pursuant to the Michigan Urban Cooperation Act of 1967, 1967 PA, MCL 124.5051 and this Agreement.

2. Name of MI-MABAS. The formal name of the Association is “Michigan Mutual Aid Box Alarm System Association”.
3. Federal Tax Status. The Parties intend that MI-MABAS and all Divisions shall be exempt from federal income tax under Section 115(1) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any future tax code.

4. State and Local Tax Status. The parties intend that the MI-MABAS and all Divisions shall be exempt from all State and local taxation including, but not limited to, sales, use, income, single business, and property taxes under the applicable provisions of the laws of the State.

5. Title to MI-MABAS Property. All property is owned by MI-MABAS as a separate legal entity. MI-MABAS may hold any of its property in its own name or in the name of one (1) or more of the Parties or Divisions, as determined by the Parties.

6. Principal Office. The principal office of the Association ("Principal Office") shall be at such locations determined by the MI-MABAS Executive Board.

B. **Establishment of the Executive Board.**

An Executive Board shall be established to consider, adopt, and amend needed rules, procedures, by-laws and any other matters deemed necessary by the Parties. The Executive Board shall consist of a member elected from each Division of MI-MABAS who shall serve as the voting representative of said Division of MI-MABAS matters, and may appoint a designee from his or her Division to serve temporarily in his or her stead. Such designee shall have all rights and privileges attendant to a representative of the Division. A President and Vice President shall be elected from the representatives of the
Parties and shall serve without compensation. The President and other officers shall coordinate the activities of the MI-MABAS Association.

SECTION FOUR

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures, and bylaws of the MI-MABAS Association, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION FIVE

Rules and Procedures

Rules, procedures, and bylaws of the MI-MABAS Association shall be established by the Member Units via the Executive Board as deemed necessary for the purpose of administrative functions, the exchange of information, and the common welfare of the MI-MABAS.

SECTION SIX

Authority and Action to Effect Mutual Aid

A. The Parties hereby authorize and direct their respective Fire Chief or his or her designee to take necessary and proper action to render and/or request mutual aid from the other Parties in accordance with the policies and procedure established and maintained by the MI-MABAS Association.
B. Upon a Fire Department's receipt of a request from another Party for Fire Services, the Fire Chief, the ranking officer on duty, or other officer as designated by the Fire Chief shall have the right to commit the requested Firefighters, other personnel, and Fire Apparatus to the assistance of the requesting Party. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Responding Party. The judgment of the Fire Chief, or his or her designee, of the Responding Party shall be final as to the personnel and equipment available to render aid.

C. An authorized representative of the Party which has withheld or refused to provide requested assistance under this Agreement shall immediately notify the Requesting Party, and shall submit an explanation for the refusal.

SECTION SEVEN

**Jurisdiction Over Personnel and Equipment**

Personnel dispatched to aid a party pursuant to this Agreement shall at all times remain employees of the Assisting Party, and are entitled to receive benefits and/or compensation to which they are otherwise entitled to under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress. Personnel dispatched intrastate to assist a party pursuant to this Agreement continue to enjoy all powers, duties, rights, privileges, and immunities as provided by Michigan Law. When Parties are dispatched pursuant to the Emergency Management Assistance Compact (EMAC), the Parties shall adhere to all provisions of the EMAC. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Incident Commander of the Requesting Party.
SECTION EIGHT

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement, absent a state or federal declaration of emergency or disaster, excluding resources for Special Operations Teams, shall be at no charge to the Requesting Party for the first eight hours. Any expenses recoverable from third parties shall be equitably distributed among Responding Parties. Requests for a response from any MI-MABAS Special Operations Team may require full and complete reimbursement to the responding Team for all expenses, including but not limited to, expenses for equipment, personnel, management and administration and all other services provided at an incident. The Executive Board shall adopt fee schedules that establish rates for Special Operations Team responses. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statues. The Parties reserve the right to waive any charges to a Requesting Party.

SECTION NINE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of $1,000,000 auto and $1,000,000 combined single limit general liability and professional liability. The obligations of the Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. The
Executive Board may require that copies or other evidence of compliance with the provisions of this Section be provided by the Parties to the Executive Board.

SECTION TEN

**Liability**

Each Party will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. The Parties shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Parties outside of their political jurisdictions. It is agreed that none of the Parties shall be liable for failure to respond for any reason to any request for Fire Services or for leaving the scene of an Incident with proper notice after responding to a request for service.
SECTION ELEVEN

No Waiver of Governmental Immunity

All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker’s compensation and other benefits which apply to the activity of Parties, officers, agency, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such Parties, officers, agents, or employees extraterritorially under the provision of this Agreement.

No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Party of any governmental immunity as provided by the Act or otherwise under law.

SECTION TWELVE

Term

A. The existence of MI-MABAS commences on the Effective Date and continues until terminated in accordance with this Section.

B. Any Party may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon thirty (30) days written notice to the Association. The withdrawal of any Party shall not terminate or have any effect upon the provisions of this Agreement so long as the MI-MABAS remains composed of at least two (2) Parties. Parties withdrawing from MI-MABAS and subsequently requesting a mutual aid resource from a MI-MABAS member may be subject to reasonable fees for that resource according to the fee schedule established, and periodically reviewed and updated, by the Executive Board.
C. This Agreement shall continue until terminated by the first to occur of the following:

(i) The Association consists of less than two (2) Parties; or,

(ii) A unanimous vote of termination by the total membership of the Executive Board.

SECTION THIRTEEN

Miscellaneous

A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.

B. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

C. Governing Law/Consent to Jurisdiction and Venue. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan.

D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
E. **Terminology.** All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

F. **Recitals.** The Recitals shall be considered an integral part of this Agreement.

G. **Amendment.** The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all Parties. Amendments to this Agreement shall be filed with the Department of State, the Office of the Great Seal, each county of the State where a Party is located, and any other governmental agency, office, and official required by law. The undersigned unit of local government or public agency hereby adopts, subscribes, and approves this Agreement to which this signature page will be attached, and agrees to be a party and be bound by the terms.

H. **Compliance with Law.** The Association shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.

I. **No Third Party Beneficiaries.** Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party’s rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.

J. **Counterpart Signatures.** This Agreement may be signed in counterparty. The counterparts taken together shall constitute one (1) agreement.

K. **Permits and Licenses.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents
necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.

L. **No Implied Waiver.** Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

M. **Notices.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the person appointed to the governing board by the governing body of the participating agency.

City of South Lyon

Political Entity

Mayor John Galeas Jr. - Chief Executive Official

April 25, 2016

Date
MEETING DATE: April 25, 2016

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Lake Street Cruise-in 2016

EXPLANATION OF TOPIC: Ms. Deborah Cook, on behalf of the Lake Street Cruise-in Committee, would like to host monthly cruise-in car shows on Lake Street. The shows would be conducted on Lake St. between Lafayette St. and Reese St. from 6:30 p.m. to 9:30 p.m., (except Sept. 28 – closure at 6 p.m.). She is requesting road closures on May 25, June 22, July 27, August 24, and September 28, 2016, (fourth Wednesday of each month).


POSSIBLE COURSES OF ACTION: Approve/Do Not Approve the event and/or the requested road closures.

RECOMMENDATION: Consider approval of the event and the requested road closures.

SUGGESTED MOTION: Motion by __________________________, supported by __________________________ to approve the Lake Street Cruise-in application and Resolve that Lisa Deaton, City Clerk/Treasurer is hereby authorized to make application to the Road Commission for Oakland County on behalf of the City of South Lyon in the County of Oakland, Michigan for the necessary permits to conduct the Lake Street Cruise-in on May 25, June 22, July 27, August 24, and September 28, 2016 and the related road closures: Lake Street between Lafayette Street and Reese Street from 6:30 p.m. to 9:30 p.m., (except Sept. 28 – closure at 6 p.m.), and that the City of South Lyon in the County of Oakland, Michigan will faithfully fulfill all permit requirements, and shall save harmless, indemnify, defend and represent the Board against any and all claims for bodily injury or property damage, or any other claim arising out of or related to operations authorized by such permits as issued.
April 11, 2016

Chief Collins:

Attached is our application package for the 2016 Lake Street Cruise-In.

Please review and if you have any questions, I can be reached on 248-437-6353 (h), or 586-506-2598 (c).

If possible, our committee would like to present this package at the April 25th meeting of the South Lyon City Council.

Thanks for your help.

Deborah Cook
Lake Street Cruise-in Committee
SOUTH LYON POLICE DEPARTMENT
219 Whipple
South Lyon, Michigan 48178
Ph: (248)437-1773 / Fax: (248)437-0459
Lloyd T. Collins
Chief of Police

PARADE / DEMONSTRATION APPLICATION

Date Application Submitted: 4-11-16
Requested Date of Event: 5-25, 6-22, 7-27, 8-24, 9-28

Applicant / Contact’s Name: DEBORAH COOK
PH #: 248-437-6353

Applicant Address: 25701 MCCRORY L.N., SOUTH LYON

Business / Organizations Name (if Applicable): LAKE STREET CRUISE-IN


President/CEO (Responsible for Event): DEBBIE COOK Direct Ph#: 248-437-6353

EVENT
Parade START Time: 6:30 a.m. / p.m.
EVENT
Parade END Time: 9:30 a.m. / p.m.

EXCEPT 9-28 6:00

Approximate Number of PERSONS: Organization Names:

Approximate Number of VEHICLES: 100-200 Types of Vehicles: VINTAGE, CLASSIC, AND HOT ROD CARS AND MOTORCYCLES.

Approximate Number of ANIMALS: 0 SPECIFIC Animals:

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

Route to be traveled (Include Street Names and Turning Directions): STATIONARY CAR SHOW ON LAKE ST. BETWEEN PANTIAE, TRAIL, AND REESE ST. WELLS ST. WILL REMAIN OPEN. D.J. TO PROVIDE MUSIC FOR THA JOHN'S AND WASTE RECEPTACLES INCLUDED. CHURCH PARKING LOT AND GREEN SPACE FOR OVERFLOW PARKING.

Applicant’s SIGNATURE
DEBORAH COOK

Responsible Party’s SIGNATURE
DEBORAH COOK

APPROVED [✓] DENIED [ ]

Chief Lloyd T. Collins
Lloyd T. Collins, Chief of Police 09/15/16
The South Lyon Lake Street Cruise-in

Mission Statement

The Lake Street Cruise-In is a non-profit, volunteer based organization that works with local businesses in our community to;

- Provide an opportunity for enthusiasts to meet, share ideas, promote and preserve the automotive hobby within the South Lyon area.
- Provide an opportunity for existing car, truck and bike clubs to come together and show their rides.
- Provide a family atmosphere of fun and to share the heritage and social impact of the automobile; and to provide an understanding of the past, embrace the present, and imagine the future with the next generations.
HOLD HARMLESS AGREEMENT

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

Date 4-11-16               Signature Deborah Cook

On behalf of the Lake Street Cruise-In, Inc.

Printed Name Deborah Cook
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

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

PRODUCER
Caviston Agency, Inc.
864 S Main St.
Plymouth, MI 48170
Fred Field

INSURED
Lake Street Cruise-In, Inc
25701 McCrory Lane
South Lyon, MI 48178

CONTACT NAME: Fred Field
PHONE (46-9) 734-455-8120
FAX (46-9) 734-455-6144
E-MAIL ADDRESS:

INSURER(A) AFFORDING COVERAGE: National Specialty Insurance

INSURER(B):
INSURER(C):
INSURER(D):
INSURER(E):
INSURER(F):

COVERAGES
CERTIFICATE NUMBER:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INS</th>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL SUB-INSURED</th>
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<th>POLICY EFFECTIVITY</th>
<th>POLICY EXPIRY</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY CLAIMS MADE: X OCCUR</td>
<td>X</td>
<td>A037279</td>
<td>05/25/2016 09/29/2016</td>
<td>EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ex.occurrence) $1,000,000</td>
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<td>MED EXP (Any one person) $100,000</td>
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<td>PERSONAL &amp; ADJ INJURY $1,000,000</td>
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<td>GENERAL AGGREGATE $2,000,000</td>
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<td>PRODUCTS - COMREAGG $2,000,000</td>
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AUTOMOBILE LIABILITY

ANY AUTO
ALL OWNED AUTOS
SCHEDULED AUTOS
NON-OWNED AUTOS

UMBRELLA LIMIT OCCUR CLAIMS MADE

DED RETENTION

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/INSURED (Mandatory in NY)
IN/A

DESCRIPTION OF OPERATIONS below

"See attached"

CERTIFICATE HOLDER

City of South Lyon
Attn Building Dept
335 S. Warren
South Lyon, MI 48178

CITY062

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Fred Field

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD
South Lyon Lake Street Cruise-In 2016

ABOUT OUR EVENT:

Again this summer, our committee made up of business owners, citizens and friends are interested in bringing more customers to the downtown area to keep life in the city. This will be our fourth season and has proven that it attracts families to downtown, creating an active evening life in South Lyon.

WHERE:

Lake Street between Reese Street and Pontiac Trail. Although barricades will be placed at Wells Street, Wells Street will remain open.

DATES:

The fourth Wednesday of each month, May through September 2016.

TIME: 6:30pm – 9:30pm, May through August
       6:00pm – 9:30pm*, September

The event will host area classic car clubs each month. A DJ will provide music for entertainment. Awards will be given to selected autos for; Best Engine, Best Paint, and Best of Show.

We will request that parking not be allowed on the Lake Street after 5pm to keep the road clear for the event.

We are providing insurance for the City and the event.
March 21, 2016

Cruise-In Officials/City of South Lyon:

First Presbyterian Church (U.S.A.) located at 205 East Lake Street, South Lyon, MI 48178, has no objection with the road closure of East Lake Street between North Wells Street and Reese Street during the Cruise-In car events from May – September, 2016.

This letter authorizes the South Lyon Cruise-In to use our green space (weather permitting) for additional parking. The green space is located on the east side of the Manse, on the corner of East Lake Street and Reese Street.

If you have any questions, please feel free to contact the church office at (248) 437-2875.

Regards,

[Signature]

Reverend Michael T. Horlocker, Pastor
First Presbyterian Church (U.S.A.)

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<tr>
<th>Business Name</th>
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<tr>
<td>Diane's Doll House</td>
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<td>506's Barber Shop</td>
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<td>L &amp; S Mercantile</td>
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<td>Diane M. Patel D.D.S. &amp; Associates</td>
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<tr>
<td>Glazy Days</td>
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<td>Lausus Book Den</td>
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<td>Marilyn Smith</td>
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<td>STATE FARM INS.</td>
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<td>First Pres Church</td>
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<td>C &amp; F Appliance</td>
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<td>The Lyon Theater</td>
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<td>Lake St. Tavern</td>
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<td>Harri's Taekwondo Da Academy</td>
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Dear Lake Street Neighbors,

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Again this year barricades will be placed at Reese Street and Pontiac Trail to detour the traffic around the downtown area on the evenings of our event. The barricades placed at Wells Street will allow Wells Street to remain open. We will allow you access to your driveways by an open lane in the center of the street. We would ask consideration to only use this in an emergency as pedestrians will be mingling on the street. We understand that this could be a bit of inconvenience to you and your family, however, appropriate steps will be taken to make sure your property is accessible should the need arise. We are asking you to have your cars positioned in or out of the show boundary prior to 6:30 pm. The road will re-open at 9:30 pm.

Our committee members will be monitoring and supervising all activities during these events. If for some reason you have questions or concerns, please do not hesitate to contact me or any committee member during the events.

Again the event dates are the fourth Wednesday, May through September. Show dates and times for this year are as follows:

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We are required to provide the city with the response by the residents and business that this event impacts. I have enclosed two copies of this letter in which one can be returned to us to present to City Council. We can pick up your signed form, or it can be dropped off at the Lake Street Tavern. Contact Deb Cook at 586-506-2598 with any questions or a request to pick up your form. We ask that your response be prompt as we are required to submit paperwork to the Chief of Police, Oakland County, and the City Council for approval.

We appreciate your consideration, and thanks again for your support and contribution in making this event a huge success!

Deb Cook
Lake Street Cruise-In Committee
586-506-2598

I approve the closure of Lake Street between Wells St. and Reese St. X Disapprove ______

Print Name: Michael & Stephanie Horlock
Signature: ____________________________
Address: 223 E. Lake St.
Comments: ____________________________

*6:00pm proposed new start time for September show only
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Deb Cook
Lake Street Cruise-In Committee
586-506-2598
I approve the closure of Lake Street between Wells St. and Reese St. _______ Disapprove _________

Print Name: JENNIFER DUNIGAN
Signature: [Signature]
Address: 216 E LAKE ST
Comments: _______________________________________________________________________

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Deb Cook
Lake Street Cruise-In Committee
586-506-2598

I approve the closure of Lake Street between Wells St. and Reese St. X Disapprove

Print Name: 
Signature: 
Address: 222 E. Lake St

Comments: 

*6:00pm proposed new start time for September show only
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Deb Cook
Lake Street Cruise-In Committee
586-506-2598
I approve the closure of Lake Street between Wells St. and Reese St. [ ] Disapprove [ ]

Print Name: 
Signature: 
Address: 228 E. Lake

Comments: __________________________________________________________

*6:00pm proposed new start time for September show only
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Deb Cook
Lake Street Cruise-In Committee
586-506-2598

I approve the closure of Lake Street between Wells St. and Reese St. [Signature]

Print Name: [Signature]

Address: 232 E. Lake St. St. Clair

Comments: Looking forward to the cruises.

*6:00pm proposed new start time for September show only
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Deb Cook
Lake Street Cruise-In Committee
586-506-2598

I approve the closure of Lake Street between Wells St. and Reese St. [X] Disapprove ______

Print Name: Alice M. Wade
Signature: Alice M. Wade
Address: 232 E. Lake St. Lynden

Comments: ____________________________

*6:00pm proposed new start time for September show only
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Deb Cook
Lake Street Cruise-In Committee
586-506-2598

I approve the closure of Lake Street between Wells St. and Reese St.  __________ Disapprove __________

Print Name: LISA DNeIL
Signature: 6-0-0
Address: 927 F. W. AVE W
Comments: ________________________________

*6:00pm proposed new start time for September show only
Motion by ____________________, supported by ____________________

Resolved That Lisa Deaton, City Clerk/Treasurer is hereby authorized to make application to the Road Commission for Oakland County on behalf of the City of South Lyon in the County of Oakland, Michigan for the necessary permits to conduct the Lake Street Cruise-in on May 25, June 22, July 27, August 24, and September 28, 2016 and the related road closures: Lake Street between Reese St. and Lafayette St. from 6:30 p.m. to 9:30 p.m., (except Sept. 28 – closure at 6 p.m.).

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

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of South Lyon, County of Oakland, State of Michigan, at a regularly scheduled meeting of April 25, 2016 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said act.

Lisa Deaton
City Clerk/Treasurer
AGENDA NOTE

New Business: Item #

MEETING DATE: April 25, 2016

PERSON PLACING ITEM ON AGENDA: Chief Collins

AGENDA TOPIC: Brown’s Root Beer Fifty-Six Years Celebration

EXPLANATION OF TOPIC: Brown’s Root Beer will be celebrating their 56th anniversary on Saturday, September 24, 2016. Mr. Ed Brown has requested the closure of McHattie Street between Pontiac Trail and South Lyon Collision from 5:00 p.m. to 11:00 p.m. to facilitate the event.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Block Party Application, memo from Chief Collins

POSSIBLE COURSES OF ACTION: Approve/Do Not Approve the requested road closure.

RECOMMENDATION: Approve the requested road closure.

SUGGESTED MOTION: Motion by ______________________, supported by ______________________ to approve the closure of McHattie Street between Pontiac Trail and South Lyon Collision on September 24, 2016 from 5:00 p.m. to 11:00 p.m.
To: Lynne Ladner, City Manager

From: Chief Lloyd T. Collins

Subject: Brown’s Root Beer Fifty-Six Years Celebration

Date: April 15, 2016

I have received a permit request for the above-mentioned event. The celebration is planned for Saturday, September 24, 2016. The event organizer, Mr. Ed Brown, has requested the closure of McHattie Street between Pontiac Trail and South Lyon Collision from 5:00 p.m. to 11:00 p.m.

The Police Department will work closely with event organizers and city staff to facilitate the event and control traffic. Therefore, I have approved the request and have so notified the organizers. I have attached a copy of the application and approval for your review, and for inclusion on the City Council agenda, relative to the requested road closure.

c: Lt. Chris Sovik
   Chief Mike Kennedy, SLFD
   Supt. Bob Martin, DPW
   Lisa Deaton, Clerk/Treasurer
SOUTH LYON POLICE DEPARTMENT
219 Whipple
South Lyon, Michigan 48178
Ph: (248)437-1773 / Fax: (248)437-0459
Lloyd T. Collins
Chief of Police

BLOCK PARTY APPLICATION

Date Application Submitted: 3-29-16
Requested Block-off Date: 9-24-16
Applicant/Contact’s Name: ED BROWN Brown's Root Beer  PH#: 248 437 8433
Applicant Address: 399 S. LAFAYETTE

Block-off Time: 5:00 pm
Block-off removal Time: 11:00 pm
Street Names to be blocked off: MCHATTIE
LAFAYETTE TO SOUTH LYON COLLISION
54th JOMS CELEBRATION

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

V.F. W. James Planting
MCHATTIE CENTER
SOUTH LYON COLLISION

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

Applicant's SIGNATURE

APPROVED [✓] DENIED [ ]

Chief Lloyd T. Collins, Chief of Police 04/15/16
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Caviston Agency, Inc.
864 S Main St.
Plymouth, MI 48170
Fred Field

CONTACT NAME: Fred Field
PHONE: 734-455-8120
TAX: 734-455-6144
EMAIL ADDRESS:

INSURED
Brown’s Root Beer & Sandwich Shop, LLC
399 S Lafayette St
South Lyon, MI 48178-1407

INSURER(S) AFFORDING COVERAGE
NASC #
FRANKENMUTH MUTUAL 13986
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

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

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

******SEE ATTACHED*******

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Fred Field

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD
Certificate Holder and Additional Insured Shown As:
The City of South Lyon all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members including employees and volunteers thereof. It is understood and agreed by naming the City of South Lyon as additional insured, coverage afforded is considered to be primary and any other insurance the City of South Lyon may have in effect shall be considered secondary and/or excess.
To the fullest extent permitted by law, "Brown's Root Beer & Sandwich Shop, LLC" agrees to defend, pay on behalf of, indemnify, and hold harmless the City of South Lyon, its elected and appointed officials, employees and volunteers, and others working on behalf of the City of South Lyon against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of South Lyon by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this event.

Ed Brown

3. 9. 16
(Date)
April 4, 2016

Mayor John Galeas, Jr.
City of South Lyon
335 South Warren
South Lyon, MI 48178

Dear Mayor Galeas, Jr.:

Please accept this invitation to join an exciting, community-driven collaboration declaring May, 2016 as Mental Health Month.

Each year Oakland County Community Mental Health Authority, along with its exceptional service provider network, hosts an array of events that promote community awareness about mental illness issues. As part of this endeavor, we are once again asking cities, townships and villages throughout Oakland County to partner with us by approving a proclamation for May as Mental Health Month at their council meetings.

Several cities made this declaration in 2015, and we are hoping for even greater participation this year. We also welcome the opportunity to participate in an official proclamation presentation at your May council meeting. You can contact Debbie Wisser at (248) 858-0929 to make this arrangement and/or for any questions regarding this effort.

Thank you for considering this meaningful initiative. Together we can serve as advocates of independence and equality for people who have a mental illness.

Sincerely,

Christine Burk
Communications and Community Outreach Manager
Mental Health Month – May 2016

WHEREAS, mental health is important for our individual well-being and vitality, as well as that of our families, communities and businesses; and

WHEREAS, one in five Americans experience a mental health illness that requires treatment at some point in their lives; and

WHEREAS, one in 10 children has a serious emotional disturbance that, if untreated, can lead to school failure, physical illness, substance use, jail and even suicide; and

WHEREAS, May 5th has been designated the National Children’s Mental Health Awareness Day; and

WHEREAS, the State of Michigan will designate a Mental Health First Aid Training Week in May, recognizing an in-person training that teaches people how to help people developing a mental illness or in a crisis; and

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

WHEREAS, mental illness is a biologically based brain disorder that cannot be overcome through “will power” and is not related to a defect in a person’s “character” or intelligence; and

WHEREAS, mental health recovery is a journey of healing and transformation, enabling people with a mental illness to live in a community of his or her choice while striving to achieve his or her full potential; and

WHEREAS, mental health recovery not only benefits individuals with mental health disorders by focusing on their abilities to live, work, learn and fully participate and contribute to our society, but also enriches the culture of our community life; and

WHEREAS, the Oakland County Community Mental Health Authority, and its service provider agencies, are committed to inspiring hope, empowering people, and strengthening communities.

NOW, THEREFORE, BE IT RESOLVED that, Oakland County Community Mental Health Authority, hereby recognizes May 2016 as Mental Health Month. OCCMHA calls upon our citizens, government agencies, public and private institutions, businesses and schools to recommit our state to increasing awareness and understanding of mental illness, and the need for appropriate and accessible services for all people with mental illnesses to promote recovery.
Hello, Mayor and City Council Members,

We wanted to let you know that we did, indeed, receive our Planning Grant from the Michigan Council for the Humanities.

The grant is to bring a humanities professional for two sessions to help focus our efforts and interpret and implement the information from the survey, assessing community priorities. Funds are also given for copies of the survey (in case citizens do not have access to computers) as well as funds for promotion of the survey (posters, etc.). The total grant amount is $800.00. We will use SurveyMonkey for the majority of the responses.

The humanities professional also aids us in our application for the larger grant of up to $15,000.00 from the Humanities Council. The larger grant is due in early August. This first grant is a great aid in procuring the larger grant and our long-range planning.

We thank you for your support thus far. Personally, I would like to also thank Lynne for signing off on the grant in a timely manner.

All best,

Josie Kearns

Cultural Arts Commission
April 12, 2016

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

Chief Kennedy,

On March 3, 2016 the Wixom Fire Department responded to a commercial structure fire located within The Century Industrial Park. Upon arrival, command found a 50,000sqft. mixed use warehouse with the building fire suppression activated and a second alarm was requested. Due to the quick actions of all contributing agencies the business was able to continue operations with little disruption. The assistance that your department provided during this call for mutual aid is invaluable. The City of Wixom and the Wixom Fire Department truly appreciate the cooperation and professionalism your department provided. Thank you for assisting our department.

Be Safe,

Jeff Roberts, Fire Chief
Wixom Fire Department
South Lyon Historical Commission Meeting  
Wednesday, April 6, 2016  
Minutes  

Members Present:  Gary Wickersham, Linda Ross, Phil Weipert, Bob Tremitiere, Jim Race  
Members Absent:  Roger Heiple, Larry Ledbetter,  
Others Present:  Carl Richards, Jan Renwick, Josie Kearns  

Secretary Bob Tremitiere called the meeting to order at 7:32PM. A quorum was declared.  

March Minutes:  Gary motioned to accept the March minutes. Linda seconded and the motion passed.  

Heritage Day (June 18, 9am to 5pm):  Jan Renwick gave us an update on the plans for Heritage Day. This year we will be honoring Veterans. Profits from the event are to benefit Active Faith. The freight house will be used by the Historical Society to sell surplus and donated items. The public will be asked to donate items for the sale that are left over from the community wide garage sale which is held prior to the Heritage Day event. It will be publicized via the “what’s happening in South Lyon” website and/or Facebook. Booths will be available for rent for $15 (single) and $25 (double). Permits have been secured, and affected city departments (Police, DPW) have been notified. Tent rental has been secured and Jan hopes to offset the cost with donations from area businesses. Norm Somers has volunteered to do the background music. Jan will try to get a patriotic concert in the gazebo in the evening (will discuss with Bob Martin). There will also be a concert by the Village Strings at 1PM and a pie baking contest at noon, both in the gazebo. Carl asked if the new food vendor ordinance would affect this event. There was some discussion about that and Phil opined that there would not be an issue.  

Cultural Arts:  Josie Kearns announced that there will be a photography display at city hall in the lobby. The opening event is Friday April 15 from 6-8PM and the show will run from then to May 6. It is free and open to the public.  

Gardening:  Linda and Bob reported that there will be a kickoff of the gardening season on Monday, April 11 at 6PM in the freight house. We will survey the property and make a list of items that need attention, and we will discuss plans for landscaping around the rock. Linda also mentioned that we are looking for additional volunteers for our gardening group. Carl mentioned that Parks and Rec is planning a walk around of the Historical Village on April 14. He mentioned that the parking lot needs seal coating and re-striping. Bob said that the parking lot also needs attention at the base of the handicap ramp and that there is a depression near the school that fills up with water when it rains. Bob got an estimate for repaving the lot several years ago, but then found out that that is the responsibility of the DPW, with the bill to be paid by Parks and Rec. Our parking lot was put on the list at that time, but is not at the top of the list of priorities.  

Cool Yule:  Linda reported that Cool Yule decisions are on hold until May.  

Depot Day (Sept 10):  Bob reported that Larry told him that the permit has been pulled. Carl mentioned that there is a auction coming up soon where a Thomas the Train type of locomotive will be auctioned off. It does not include any rail cars. He suggested that we might consider buying it to save the rental cost. There was some discussion, but in the end, it was agreed that we do not want to shoulder the cost of purchasing, maintaining, and storing it.  

Gazebo floor:  Bob reported that Larry wants to paint the gazebo floor. It was done last year by the DPW, but he has had a lot of complaints about the sky blue color, and would like to paint it grey again. Larry and Bob discussed this as an Eagle Scout project but agreed that it was not enough of a project to qualify.  

School Porch:  We are planning to replace the front porch on the school. Bob said that if we do, he would like to design a porch which would be more true to a vintage porch. Bob will talk to Larry and see if that would be a candidate for an Eagle project.
**Bagger Display:** We need a stand of some sort to display the bag sewing machine that Gary salvaged from the old grain mill before it was torn down. Bob said that he would take a look at it and see what is needed.

**Fence Repairs:** Bob said that Larry would like to have the DPW make some repairs to the split rail fence. Bob will ask Larry if he would follow up on that. Carl said that two of the lamp posts need repainting, and that he would be willing to do it if we supply the paint. He is also willing to repaint the pump outside of the school. Bob said that if we reassemble the pump, we should get the parts welded together to make it vandal resistant.

**School House Visits:** Sayre School will be making visits to the Washburn school May 23-25, and Bartlett will be visiting June 3. Linda needs volunteers to docent for those dates.

**Future Barn for Farm Equipment Display:** Linda showed us two styles of vintage barns that we should consider when we do the project. She said that she has found no barn in the community that would be right for us and feels that we would have to build a reproduction.

**Outside Lamps Repair:** The two repaired outside lights have been reinstalled by the DPW. However, one of them stays on all of the time. Bob said that he will take a look and see if he can correct the wiring.

**Flag:** Carl said that we need a new one. He said that Larry has one and will install it.

**Rock:** Linda said that Herb Strickner would make us a plaque to mount on the rock if we decided that we want one.

*Minutes recorded by Bob Tremitiere, Secretary*
*Submitted by Larry Ledgebetter, president*