

**Regular City Council Meeting  
November 28, 2011  
Agenda**

**7:30 p.m.**      **Call to Order**  
                 **Pledge of Allegiance**  
                 **Roll Call**  
                 **Approval of Agenda**  
                 **Minutes – November 14, 2011**  
                 **Public Comment:** Proclamation for Leonard LaChance

**I.      Old Business**

1. None

**II.     New Business**

1. Lexington Place
2. Appointments
  - a. Zoning Board of Appeals
  - b. SEMCOG
3. Cancellation of December 26<sup>th</sup> Council Meeting
4. First Reading of Amendment to Historical Commission Ordinance
5. Agreement with S. L. School District for use of the Administration Building
6. Liquor License for Moose
7. Redevelopment Liquor License
8. MAFF Contract
9. Medical Insurance

**III.    Manager's Report**

**IV.    Council Comments**

**V.     Adjournment**

**CITY OF SOUTH LYON  
REGULAR CITY COUNCIL MEETING  
November 14, 2011**

Mayor Wallace called the meeting to order at 7:30 p.m.

Mayor Wallace led those present in the Pledge of Allegiance to the Flag

PRESENT: Mayor Wallace

Council Members: Cook, Dixon, Kivell, Kopkowski, Kramer, Morelli, Rzyzi, and Wedell

City Manager Murphy

City Clerk/Treasurer Zemke

Attorney Lee

Department Heads: Collins, Kennedy, Martin and Renwick

ABSENT: None

**APPROVAL OF MINUTES:**

**CM -11-1-11 – APPROVAL OF MINUTES – OCTOBER 24, 2011**

Motion by Wedell, supported by Kivell

To approve the minutes of the Regular City Council meeting of October 24, 2011 as written

VOTE:

**MOTION CARRIED UNANIMOUSLY**

**CM 11-2-11 – APPROVAL OF MONTHLY BILLS**

Motion by Kivell, supported by Morelli

To approve the monthly bills as presented

VOTE:

**MOTION CARRIED UNANIMOUSLY**

**CERTIFICATION OF ELECTION:**

City Clerk/Treasurer Zemke stated that the Canvass of Votes Cast for the November 8, 2011 Election has been received by the Oakland County Board of Canvassers. The Canvass of Votes indicates that Tedd Wallace having received sufficient number of votes is elected to the office of Mayor and that Beverly Dixon, Erin Kopkowski and Joseph Rzyzi, having received sufficient number of votes are elected to the office of Council Member.

**SWEARING IN OF ELECTED OFFICIALS:**

City Clerk/Treasurer Zemke administered the Oath of Office to the following:

Mayor Tedd Wallace, Mayor	2 – year term
Beverly Dixon, Council Member	4 – year term
Erin Kopkowski, Council Member	4 – year term
Joseph Rzyzi, Council Member	4 – year term

Council Member Morelli thanked Council and the community for the opportunity to serve.

Mayor Wallace thanked Councilman Morelli as well as Councilman Rod Cook for serving. He further thanked all of those who ran for office.

**APPROVAL OF AGENDA:**

**CM 11-3-11 – APPROVAL OF AGENDA**

Motion by Wedell, supported by Kopkowski

To approve the agenda as presented

VOTE:

**MOTION CARRIED UNANIMOUSLY**

**PUBLIC COMMENT:** None

**OLD BUSINESS:** None

**NEW BUSINESS:**

1. Appointments:
  - a. Council Mayor Pro-Tem

Mayor Wallace stated that according to City Charter, Council needs to select a Mayor Pro-tem to serve in his absence. He asked, by show of hands, which Council Members are interested in serving in that position.

Council Member Kopkowski stated that she enjoyed being Mayor Pro-tem for the past two years, but feels that it should be passed along the table. It was an honor to serve as the first woman Mayor Pro-tem in the City of South Lyon.

**CM 11-4-11 – ELECTION OF MAYOR PRO-TEM**

Motion by Kopkowski, supported by Dixon

To elect Councilman Kramer as Mayor Pro-tem

Attorney Lee stated that if there are any other nominations, they should be made at this time.

**CM 11-5-11 – ELECTION OF MAYOR PRO-TEM**

Motion by Kivell, supported by Rzyzi

To elect Councilman Wedell as Mayor Pro-tem

ROLL CALL VOTE (11-4-11)

**MOTION FAILED (3 YEAS, 4 NAY)**

VOTE: (11-5-11)

**MOTION CARRIED**

Councilman Wedell was elected Mayor Pro-tem.

2. Request by the Kiwanis Club to use McHattie Park to sell Christmas Trees

Phil Weipert of the Kiwanis Club stated that they are requesting the use of McHattie Park again this year for the sale of Christmas Trees. The proceeds of the sale go to host a senior citizen dinner.

CM 11-6-11 – APPROVAL OF USE OF MCHATTIE PARK

Motion by Kivell, supported by Wedell

To approve the use of McHattie Park by the South Lyon Kiwanis Club from November 25 through December 31, 2011

VOTE:

MOTION CARRIED UNANIMOUSLY

3. Cool Yule Parade

Gary Childs of 209 S. Lafayette stated that on behalf of the South Lyon Chamber of Commerce he would like to request that the streets be closed between 5:30 p.m. to 6:30 p.m. on December 3<sup>rd</sup> for their Cool Yule Parade. He stated that at the end of the parade there will be the Christmas Tree lighting with Father Christmas.

CM 11-7-11 – APPROVAL OF ROAD CLOSURE – COOL YULE PARADE

Motion by Kramer, supported by Dixon

Resolved That Julie Zemke, City Clerk/Treasurer is hereby authorized to make application to the Road Commission for Oakland County on behalf of the City of South Lyon in the County of Oakland, Michigan for the necessary permits to conduct the Cool Yule Parade on December 3, 2011 from 5:30 p.m. to 6:30 p.m. and the related road closures:

Whipple St. between Warren and Lafayette, Lafayette between Whipple and Dorothy St., Dorothy Street between Lafayette and McMunn.

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

VOTE:

MOTION CARRIED UNANIMOUSLY

MANAGER'S REPORT:

City Manager Murphy offered the new Council Members an opportunity to meet with him, the department heads and the City Attorney. He stated that he would be happy to set a time.

City Manager Murphy stated that his computer has broken and he is unable to return any emails at this time. He further stated that he would hope that it would be repaired tomorrow.

City Manager Murphy stated that the Fire Fighter's Union ratified the contract last week and it will be coming before Council at the next meeting.



City Manager Murphy stated that in an effort to keep this meeting ceremonial in nature, several items have been put off to the next meeting. Therefore, we will have a lengthy agenda.

**COUNCIL COMMENTS:**

Councilman Kivell congratulated the new Council Members and encouraged them to ask questions when needed to get up to speed.

Councilman Ryzyi stated that he looks forward to serving on Council and thanked everyone who came out to vote.

Council Member Dixon stated that she is honored to be on City Council and looks forward to working with everyone.

Councilman Kramer and Councilman Wedell welcomed to the new and returning members of Council. Councilman Wedell thanked Council for their vote of confidence in electing him Mayor Pro-tem.

Mayor Wallace thanked everyone who came out tonight. He stated that there are a lot of key community people in attendance. He further thanked everyone who came out on election day to show their support.

Mayor Wallace stated that Bob Martin has agreed to a combined position when Steve Renwick will be retiring at the end of the month.

**ADJOURNMENT:**

**CM 11-8-11 ADJOURNMENT**

Motion by Kramer , supported by Wedell

To adjourn meeting at 7:48 p.m.

VOTE:

**MOTION CARRIED UNANIMOUSLY**

Respectfully submitted,

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Tedd M. Wallace  
Mayor

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Julie C. Zemke  
City Clerk/Treasurer

# **AGENDA NOTE**

**New Business: Item #1**

**MEETING DATE:** November 28, 2011

**PERSON PLACING ITEM ON AGENDA:** Planning Commission

**AGENDA TOPIC:** Lexington Place

**EXPLANATION OF TOPIC:** Please see attached memo from Kristen Delaney, Director of Community and Economic Development.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Memo from Kristen Delaney, reports from Planning Consultant Benjamin Tallerico, Planning Commission Minutes, Letter from Robertson Brothers, Letter from Fire Chief Michael Kennedy.

**POSSIBLE COURSES OF ACTION:** Approve/do not approve the amended site plan for Lexington Place PD.

**RECOMMENDATION:** Approve the amended site plan for Lexington Place PD.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the amended site plan for Lexington Place PD.

# Memo

**To:** City Council  
David M. Murphy, City Manager

**From:** Kristen Delaney, Director of Community and Economic Development

**Date:** 11/22/2011

**Re:** Lexington Place

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This memo is meant to be a brief overview of the Planning Commission's dialog with Robertson Brothers over the past few months. Please see the attached minutes and reports for additional details:

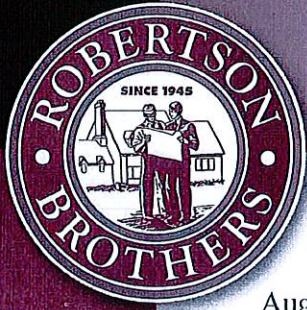
In August, Robertson Brothers requested an extension and amendment to the site plan for the PD (Planned Development District) located behind Gateway Commons at 11 Mile and Pontiac Trail.

Robertson Brothers submitted a revised site plan and came before the Planning Commission on September 22, 2011. The most substantial change from the originally approved site plan was the move from attached condominiums, to site condominiums. The Planning Commission, and surrounding neighbors had concerns about the proposed shorter rear yard setbacks, lack of sidewalks and building façade materials.

Based on the feedback provided at the September Planning Commission meeting, Robertson Brothers made a number of changes to the site plan. Rear yard setbacks were returned to the original 25' on the previously approved site plan. Robertson Brothers also proposed adding sidewalks to one side of the road only, due to space restrictions. This revised plan was discussed at the October 13, 2011 Planning Commission meeting. The majority of the Planning Commission appreciated that Robertson Brothers had changed the site plan based on their feedback. Many commissioners still had concerns about the appearance of the buildings, in particular the architectural style, color palette and façade materials. Several commissioners asked to see additional elevations for alternate models so that all the buildings in the development would not be the same.

Robertson Brothers was scheduled to come back before the Planning Commission on October 27, 2011. This meeting was cancelled.

Lexington Place was again on the Planning Commission agenda on November 10, 2011. At this meeting, the developer presented elevations of several different models. Planning Commissioners were pleased with the modifications and recommended that the site plan be sent on to City Council for approval. At the time of the writing of this memo, minutes for the November 10, 2011 Planning Commission meeting were not available. They will be sent to the City Council as soon as possible.



E X C E L L E N C E   I S   A   F A M I L Y   T R A D I T I O N .

August 23, 2011

Mr. David M. Murphy  
City Manager  
City of South Lyon  
335 S. Warren Street  
South Lyon, MI 48178

Re: Lexington Place condominiums

Dear Mr. Murphy,

Please allow this letter to serve as notice that we are seeking an extension of the site plan as well as an amendment to the PUD in regards to the above referenced community. We would also like to request to have the issue placed on a future Planning Commission agenda.

Please let us know if you have any further questions about our submittal.

Thank you for your consideration of this matter.

Sincerely,

James V. Clarke  
President

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Date: 9.17.11

From: Benjamin J. Tallerico, AICP, HDEP  
To: Ms. Pamela Weipert, Chair  
**Members of the South Lyon Planning Commission**  
Mr. David Murphy, City Manager  
Ms. Kristen Delaney, Community & Economic Development  
Director  
City of South Lyon  
335 South Warren Street  
South Lyon, MI 48178

**Project:** Revised Lexington Place Site Plan



We herewith submit our comments regarding the following referral:

A request by developer Robertson Brothers for an  
extension and revision of the Planned Development Site  
Plan for Lexington Place

The site plan package we received contained the following information:

- A City of South Lyon Memorandum from Kristen Delaney, asking for site plan review dated August 23, 2011
- A letter from James V. Clarke to David M. Murphy dated August 18, 2011
- Pages 5-9 of the City of South Lyon Site Plan Review Application form
- A color rendering of a single family structure
- A one sheet document listing Exterior Specifications of Lexington Place

and the following sheets of drawings

- Sheet C-1, Cover Sheet, dated 08.16.11, with a state of Michigan Licensed Professional Engineering stamp from Robert C. Wagner, Engineer
- Sheet C-2, Dimension and Paving Plan, dated 08.16.11



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- Sheet C-3, Sewer and Watermain Plan, dated 08.16.11
- Sheet C-4, Grading Plan, dated 08.16.11
- Sheet L-1, Landscaping Plan, dated 08.16.11
- Sheet 5, Floor Plan, dated 07.11.11
- Sheet 7, Elevations, dated 05.04.11
- Sheet 7B, Elevations, dated 05.04.11

Our comments pertain to the information presented on the above referenced documents, a site visit, and the earlier approved Planned Development for the site.

**Applicant's Request:**

As noted on the Memorandum from the City dated August 23, 2011, the applicant is requesting an extension and revision of the Planned Development site plan. The intent of the Planned Development district is as follows:

*The PD planned development district is intended to permit the private or public development or redevelopment of areas throughout the city which shall be substantially in accord with the goals and objectives of the master plan of future land use for the City of South Lyon. The use patterns of the areas involved shall provide a desirable environment and shall be harmonious to the general surrounding uses permitting flexibility in overall development while ensuring the highest of safeguards and standards for public health, safety, convenience and general welfare. Such planned development district may embrace a mixture of one or more distinct uses or zoning categories, in the vertical or horizontal plane. A planned development district shall encourage the use of land in accordance with its character and adaptability; conserve natural resources and energy; encourage innovation in land use planning; and bring about a greater compatibility of design and use.*

Sheet C-2 shows thirty-seven (37) new single family structures proposed on the site. The roads are private.

**Purpose of Request:**

The applicant states in a letter dated August 18, 2011 to City Manager David Murphy that they are requesting to trade off approved density in exchange for certain set back modification and site plan changes. In addition, they state they are requesting elimination of the back of curb sidewalks.

The applicant appears to be making more than minor changes to an approved final site plan. (Sec. 102-389. Deviations from approved planned development final site plan).

From a planning perspective, we would recommend the applicant follow the process of a PD District spelled out in Division 14. However, since the City Council has already approved a PD on this

site, we have no issues with the applicant beginning the process with a new submittal to the Planning Commission. We also do not have any concern whether they call it a new site plan or amendment; they can begin with the PC since Council has already approved the site to be a PD. Therefore we have no issues if they call it an amendment, nor do with have any concerns if it is called a new site plan.

**Site Size and Location:**

The parcel is located west of Pontiac Trail on the north side of 11 Mile Road. The irregular shaped parcel has 536 feet of frontage, more or less, along 11 Mile Road. The property is approximately 884 feet deep.

The subject property currently has buildings on the site, located in the southern part of the parcel.

**1.1 Existing Land Use and Zoning:**

The subject parcel is currently zoned PD, Planned Development. Existing land use and zoning around the subject property is noted as follows:

<u>Direction</u>	<u>Land Use</u>	<u>Zoning</u>
North	Single Family	R1-A One Family
Residential District		
East	Single Family	R1-A One Family
Residential District		
South	Public (school)	R1-A One Family
Residential District		
	Single Family	R-1 One Family
Residential District		
West	Single Family	R1-A One Family
Residential District		
	Retail	PD Planned Development

**1.2 Future Land Use:**

The Master Plan of Future Land Use for the City of South Lyon identifies the subject parcel as PD, Planned Development.

**1.3 Signs:**

The application submitted notes on Sheet C-2 states that no additional signs are proposed.

**1.4 Setbacks:**

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The application shows the setbacks between the buildings to be between 20 feet and 49 feet. The rear yard setback is between 22.02 feet 78.89 feet. The front yard setback ranges between 22 feet and 30 feet.

<u>Yard</u>	<u>Required</u>	<u>Provided</u>
Front	30 feet	22 feet
Sides (each)	16 feet	20 feet
Rear	40 feet	22.09 feet

**The Front and rear setback requirements are not met.**

**1.5 Density:**

Section 102-387(b) (1) in the PD Planned Development Section of the South Lyon Zoning Ordinance stipulates that the maximum permitted residential density of single-family dwelling shall not exceed the density allowed for the area currently zoned single-family as shown on the zoning district map. Yard setbacks for the R-2 District shall apply. The site consists of 10.6 acre. The proposed density would be approximately 3.49 units per acre.

**1.6 General Traffic Circulation:**

From a planning point of view, with one possible exception, the traffic circulation within the residential development is acceptable to us. At the end of Paddock where structures 15, 16, 17, and 18 are located, there is little maneuvering space to turn around.

**1.7 Off-Street Parking:**

The numerical off-street parking standard applicable to the residential development requires two for each dwelling unit. The minimum width of the driveways appears to be sixteen feet, with a minimum depth of twenty, which would allow for two parking spaces per dwelling.

**1.8 Exterior site lighting:**

Note 4 on Sheet C-2 states proposed lighting will be limited to lights to be installed on garages and porches.

**1.9 Exterior Building Height:**

The homes are to be twenty-two (22) feet in height, with a height of fifteen and a half (15.5) feet midpoint of gable. This meets



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the maximum height of twenty-five (25) feet as outlined in Section 102-456.

#### **1.10 Landscaping:**

Sheet L-1 depicts landscaping along the subject property's borders. **The buffing the applicant proposes does not meet the minimum distance requirement between plant material as noted in Section 102-491(3). In addition, plant material shall not be located within four feet of the property line. Sheet L-1 seems to indicate plant material closer than four feet of the property line.**

Replacement Trees: As part of the original overall development, 150 trees were required to be replaced. The application notes that 22 replacement trees have already been installed. Sheet L-1 states that the applicant is proposing 83 new trees with 45 existing trees. **We are not sure if the existing trees were on site prior to the development or if they were added as part of the replacement trees. If they are not part of the replacement trees, the ordinance requires an additional 45 trees.**

**The landscaping plan shall also be prepared by a registered or degreed landscaping architect.**

#### **General Comments**

In addition to the foregoing comments, we note these general observations regarding the Site Plan.

1. The applicant proposes to eliminate the sidewalk.
2. The original PD required the Developer to construct an elevated boardwalk along Pontiac Trail.

These are counter to the movement toward general overall connectivity.

#### **SUMMARY**

In conclusion, we have the following comments:

- Additional information in order to make a determination may be requested including:
  - landscaping
- The setback requirements for the R-2 district are not met.

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NEXT STEPS

The Planning Commission may wish to determine if the general overall changes to the previous approved PD site plan are acceptable before any additional information is requested.

We will be prepared to discuss the forgoing concerns with you at your convenience.

**City of South Lyon  
Planning Commission Meeting**

September 22, 2011

Chairperson Weipert called the meeting to order at 7:04 p.m.

All present recited the Pledge of Allegiance to the Flag

PRESENT: Commissioners Mosier, Weipert, Lanam, Chaundy, Kurtzweil, Chubb and Leimbach were present. Commissioners Bradley and Culbertson were absent and excused.

Also present were Chuck Leman (Planning Consultant), Dave Murphy, City Manager, and Kristen Delaney, Director of Community and Economic Development.

**APPROVAL OF AGENDA:**

**Motion by Mosier, supported by Chaundy**

**To approve the Agenda September 22, 2011 as amended.**

**VOTE**

**MOTION CARRIED UNANIMOUSLY**

**APPROVAL OF MINUTES:**

**Motion by Chubb, supported by Chaundy**

**To approve the Minutes for August 25, 2011 as amended.**

**VOTE**

**MOTION CARRIED UNANIMOUSLY**

**PUBLIC COMMENT**

None

**NEW BUSINESS**

Lexington Place Condominiums Site Plan

Paul Robertson, Jr., Robertson Brothers, 6905 Telegraph Bloomfield Hills, MI

Mr. Robertson stated he was happy to be here. His company has taken back a number of properties, primarily townhomes and one and one-half story buildings. He noted banks are not lending for new construction. At this site he is proposing to put thirty-seven detached condominiums, one story, geared for empty nesters and fifty-five and older. In

Independence Township they built a similar development and have already sold eight units. The units are priced under two hundred thousand dollars before any add-ons. He knows the product will sell; they are very cute with front porches in a style of the bungalows on a small street.

Weipert asked Mr. Robertson to highlight the setback changes he proposed in the letter to the city manager. Robertson stated that the issue is with the rear setbacks, the ordinance requires twenty-five feet, the worse he is at is twenty-two feet. They pushed in the back to make room in the front. Weipert asked if the previously approved plan met the setback requirements. Robertson replied he did not know. He stated there are asking for one at twenty-two feet and the rest are between one and two feet off the requirement. He is asking for a variance. He also wants to eliminate sidewalks. In his experience, developments like this do not need sidewalks. People do not use them and if he includes them then he loses space for two cars for on-street parking.

Robertson stated the other concerns, such as the manhole covers, are being corrected. He noted it is unusual that decks cannot be in the setback area. He needs to have ten by ten decks/patios in the set back area. There are nine units that do not meet the setback ordinance. He stated the fire department request for no parking, fire lanes is not noted on the original plan and because of the street width he does not believe it applies. The on-street parking is important to the development and if not allowed the variance it will kill the project for him. On the Beckett & Raeder report, item 1.6 can be solved. The landscaping plan has already been fixed. The previous developer put in the existing trees so those are the replacement trees, which means his tree count, is correct. Robertson stated he does not understand the comments regarding the trail because it is not near the development.

Leman asked how Mr. Robertson knows the development will only be the elderly and even if it is, walking in the streets can be dangerous. He noted South Lyon's street width is thirty-three feet. Robertson stated Oakland County's standard is twenty-seven feet. Leman stated he is not disputing him, just stating a matter of fact.

Leman replied this is a general discussion and not a submission review. He noted this is a Planned Development so he will also need the approval of city council. Robertson commented he preferred the PUD.

Leman asked if the homeowners would understand their roads are private and snow removal will be the responsibility of the owners. He asked what the association fee would be for the owners. Robertson replied the fees vary from one hundred and fifty to two hundred and eighty. There was a general discussion regarding snow removal and condo association responsibility.

Robertson stated he would love to have sidewalks but cannot afford the room. Leman stated his experience was that there would be very few cars parked in the driveways. Robertson noted that street parking helps to avoid a lot of parking issues. He noted he only has sidewalks in one development.

Weipert stated she appreciates that they are trying to finish the development. With the buildings there now the setbacks are a problem. She believes the setbacks will always be an issue on this site. Robertson stated there are only nine out of the thirty-seven that have a problem.

Weipert stated there is new fire chief since the last plan submission. She also did not know if fire ordinances have changed. She stated the city is proud of being a walk-able community. Sidewalks are a big deal to everyone. This development is close to the Rails to Trails and she thinks it would be a benefit to the residents. When the Planning Commission approved the original plans they wanted the units to look like single-family homes and a bit more upscale. From her perspective, she is interested in seeing sidewalks and an upscale appearance. She does want to address the deck issue at the planning level.

There was a general discussion regarding the level of changes between the plans.

John Morgan, 1118 Surrey Lane

Mr. Morgan stated with the setbacks, they did receive a lot of feedback in the past and he feels the surrounding homeowners were ignored. He was not opposed to losing the sidewalks. He does not know if the sewers and utilities will be reworked but if they are he asked they not trench too close to the trees so they do not lose them like the last time.

Tom Duncan, 60440 11 Mile Road

Mr. Duncan stated this was déjà vu all over again. Little did he expect how problematic this development was going to be? He can accept that this development is going to happen but he does not think they should sacrifice standards based on economic decisions. This is a down period for building but having something less than our standards is not acceptable. What he is hearing, is the Commissioners are considering change those standards. The partially built condominium is twenty-five feet from his property line. That is close enough. He knows everyone wants this built but his or her needs to be a smaller development to fit in the space. The sidewalks are vitally necessary. They have not seen colors or building materials. The previous builder did not plant the trees they promised. There is no standardization of the decks and patios, and there should be. He has other comments but does not want to take up more time. He will write a letter. He added there has been no demonstration of hardship that he has heard to justify the variations.

Lisa Morgan, 1108 Surrey Lane

Ms. Morgan pointed out her home on the planning map. She stated if they are looking at twenty-five feet setbacks then she is going to be surrounded by condominiums. When she built her home she had no idea at the time that the neighboring property owners were negotiating a sale into this development. The plants to shield her property will be crucial. With the existing trees, it is going to be very tough to build and dig and protect her property. The idea of a twenty-two feet setback is unpalatable.

Lanam noted they talked for a long time about the sidewalks and it is obviously very

important. The fact that Mr. Robertson has never put them in a development before is not the Commissions problem. The twenty-two feet setback is tight and then adding a ten to twelve foot deck into that envelope is untenable.

Chaundy asked if the parking would be on street. Robertson replied yes, one side, the other side will be fire lane. Chaundy stated he lives in a community where there are sidewalks and people use them all the time. Robertson stated he would love to do sidewalks but he does not have a clean piece of paper to use to draw this development. He has a dirty piece of paper and he is doing the best he can to provide a product that will work. Everything in his business has changed.

Chaundy stated it seems to be a deep house. Robertson stated he could not afford another twenty-five thousand dollars to have an architect redraw the homes. Chaundy asked when he would be able to begin building. Robertson replied he could be in the ground thirty to forty-five days after approval.

Leimbach stated he agrees with the others. They do not have to live with something that does not meet their standards. Not having sidewalks is not good. The neighbors were not happy with the previous plan but there was no need to go backwards. He stated Mr. Robertson could do fewer units and save the space. Robertson stated this plan is less intense. It is ten feet lower in height and detached. He was disappointed in the Commission's reaction.

Lanam stated he did not know how much more difficult it is to make the units smaller to make them fit. He stated that Mr. Robertson was making it sound like there was not a choice but building permits are already up from the past two years. There is not a reason to have to accept this.

Mosier stated he agreed with everyone else and noted again, the importance of the sidewalks.

Kurtzweil stated she does not like it one bit. She questioned targeting senior citizens in a development where they will be responsible for snow cleaning; deteriorating roofs and in twenty years time how thirty-seven units will be able to maintain the development. She does not think this site is fit for condominiums because she does not think it is viable for twenty years. She supports the sidewalks. Does not like the setbacks. The elevation is a problem. She asked if there were similar developments in Birmingham or Bloomfield Hills? Robertson answered no. Kurtzweil stated then do not bring them here. We are asking for upscale. She referenced a development that sold out just two years ago in town as a better example. Robertson asked if that development was single family or condominium. Kurtzweil replied single family. Robertson answered this development is not single family because he cannot afford it.

Chubb stated he appreciates Mr. Robertson's work on this development but he does not think this is the only answer to the situation. He asked if this could be done without sidewalks, yes, but did the applicant pay attention to the pedestrian, no. If people are

adding on at purchase to bring the home price up to two hundred thousand dollars then maybe he could add the elevation to make the units at that price. Because it is a PUD, the Commissioners can ask for more. He noted he was disappointed the developer did not go above and beyond.

Leman asked Mr. Robertson if he could look at the front setbacks to make room for the sidewalks. There was a general discussion regarding some other options to consider.

Weipert stated the Commission was open to the idea of a development but they are adamant about sidewalks and upscale units. As Commissioner Leimbach stated, they will be looking at this development long after Mr. Robertson is gone.

Robertson stated he does understand that and he is working giving them something that sells and what works best for his company is a single story detached condominium. There was not money available to him for two story units. It just does not work economically. This is not a single-family site it is a condominium development.

Delaney noted she had a letter emailed from a resident to city officials. Weipert read the letter into the record.

Duncan stated it would be beneficial if somehow the immediate neighbors can be contacted when something like this project is going to be presented. Delaney explained how notifications are made and offered to take phone numbers to make additional announcements.

Ms. Morgan stated she does not understand why the city can allow a variance. Weipert stated she did not think anyone said it was ok.

Leman stated the street system and utilities are already there. The developer has to work with what is there so it is not a simple problem. He can change the building but he is working with a set footprint. He does not have much depth. Kurtzweil stated she does not think the city has to accept that.

Weipert commented, to the audience, that it was mentioned that the Planning Commission did not listen eight years ago, but that was not the case. They did listen carefully to all the feedback provided.

#### Election of Officers

It was decided since two Commissioners were not present to postpone the election until the next meeting.

planning re  
view

Date: 10.07.2011

From: Benjamin J. Tallerico, AICP, HDFP  
To: Ms. Pamela Weipert, Chair  
Members of the South Lyon Planning Commission  
David Murphy, City Manager  
Kristen Delaney, Community and Economic Development  
Director

Other Interested Parties  
City of South Lyon  
335 South Warren Street  
South Lyon, MI 48178

Project: Lexington Place Condominiums  
11 Mile Road, west of Pontiac Trail

Remarks:

Section 1: Background:

Applicant - Robert Brothers Company  
6905 Telegraph Road, Suite 200  
Bloomfield Hills, Michigan 48301

Engineer - Professional Engineering Associates, Inc.  
2900 E. Grand River Avenue  
Howell, Michigan 48843  
517.546.8583

Property - SW ¼ of section 17, approximately 11.31 acres.

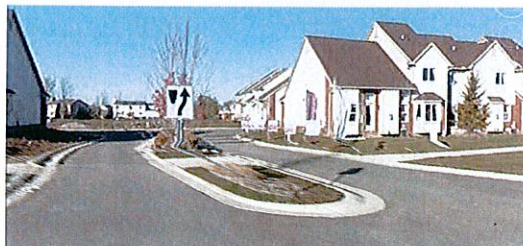
Zoning - PD (Planned Development)

Proposal - The applicant is requesting PD approval for a revised condominium development. The previous development, which has begun, was attached condominiums. The request before you is for detached condominiums.

The aerial photographs below show the subject parcel looking north from 11 Mile Road ❶, looking south toward 11 Mile Road ❷, looking east ❸ & ❹, and looking north ❺.

❶





②



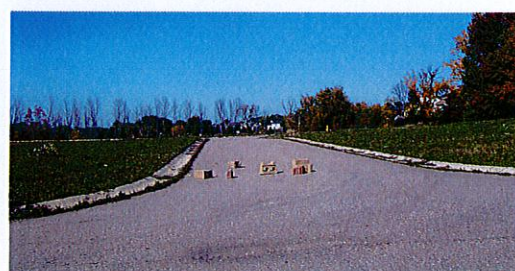
③



④



⑤



#### Overall Site -

	Required	Provided
Front Yard Setback	30 Feet	<b>Varies, but not met</b>
Side Yard, One Side	8 Feet	Varies
Side Yard, Total	16 Feet	Varies
Rear Yard Setback	40 Feet	<b>Varies, but not met</b>

Access - Primary: 11 Mile Road  
Secondary: Pontiac Trail

#### Section 2: Submission Materials:

##### 1. Application Materials

- Letter of Transmittal, Professional Engineering Associates, Inc.

##### 2. Drawings

- C-1 Cover Sheet; dated 10/04/2011
- C-2 Dimension and Paving Plan; dated 10/04/2011

- C-3 Sewer and Water Main Plan; dated 10/04/2011
- C-4 Grading Plan; dated 10/04/2011
- L-1 Landscape Plan; dated 10/04/2011
- 5 Floor Plan; dated 07/11/2011
- 7 Elevations A: dated 05/04/2011
- 7B Elevations B: dated 05/04/2011

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Section 3: Guidelines per Sec 102-381. Planned Development District. The PD planned development district is intended to permit the private or public development or redevelopment of areas throughout the city which shall be substantially in accord with the goals and objectives of the master plan of future land use for the City of South Lyon. The use patterns of the areas involved shall provide a desirable environment and shall be harmonious to the general surrounding uses permitting flexibility in overall development while ensuring the highest of safeguards and standards for public health, safety, convenience and general welfare. Such planned development district may embrace a mixture of one or more distinct uses or zoning categories, in the vertical or horizontal plane. A planned development district shall encourage the use of land in accordance with its character and adaptability; conserve natural resources and energy; encourage innovation in land use planning; and bring about a greater compatibility of design and use:

Standards	Compliance
The uses proposed will have a beneficial effect, in terms of public health, safety, welfare or convenience or any combination thereof, on present and potential surrounding land uses. The uses proposed will encourage a more efficient use of public utilities and services and lessen the burden on circulation systems, surrounding properties, and the environment. This beneficial effect for the city (not the developer) shall be one which could not be achieved under any other single zoning classification.	The property has already been zoned a Planned Development.
The uses proposed shall be	The Master Plan for Future

consistent with the master plan of future land use for the city.

The zoning is warranted by the design and amenities incorporated in the development proposal.

Usable open space shall be provided, at least equal to the total of the minimum usable open space which would be required for each of the component uses of the development. The city may, if deemed appropriate, require for planned developments more or less open space than that required by this chapter.

Off-street parking sufficient to meet the minimum required by section 102-476 shall be provided and the city may, if deemed appropriate by the city require for planned developments more or less parking than that required by this chapter.

Landscaping shall be provided so as to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property. The city may, if deemed appropriate, require for planned unit developments more or less landscaping than that required by this chapter.

Land Use indentifies the subject parcel as PD.

The flexibility in design the applicant is requesting warrants a PD.

The amount of open space is not designated on the site plan.

Two for each dwelling unit is required. The width and length of the space shall be 9 x 20. Though not designated on the plan, parking appears to be in front of the garage.

**Buildings 1, 2, 3, 4, 30, 31, 32 do not meet the minimum standards for length, and all appear to be less than 18 feet wide.**

**⑥**

Sheet L-1 depicts landscaping along the subject property's borders. **The buffing the applicant proposes does not meet the minimum distance requirement between plant material as noted in Section 102-491(3). In addition, plant material shall not be located within four feet of the property line. Sheet L-1 seems to indicate plant material closer than four feet of the property line. ⑦**

Replacement Trees: As part

of the original overall development, 150 trees were required to be replaced. The application notes that 22 replacement trees have already been installed. Sheet L-1 states that the applicant is proposing 83 new trees with 45 existing trees. **We are not sure if the existing trees were on site prior to the development or if they were added as part of the replacement trees. If they are not part of the replacement trees, the ordinance requires an additional 45 trees. The landscaping plan is prepared by a registered or degreed landscaping architect.**

Vehicular and pedestrian circulation, allowing safe, convenient, uncongested and well-defined circulation within and to the district shall be provided.

Natural and historical features of the district shall reasonably be protected and preserved.

The streets are already in place. No changes are proposed.

The land is vacant except for the buildings in place from the previous PD.

#### General Design Standards

All regulations applicable to setbacks, parking and loading, general provisions, and other requirements shall be met in relation to each respective land use in the development based upon zoning districts in which the use is listed as a permitted use or use permitted subject to special conditions.

Residential density shall be regulated as follows: The maximum permitted residential density for single-family dwelling shall not exceed the density allowed for the

#### Compliance

The applicant is proposing a condominium development. Regulations for the standards are addressed in this review.

Section 102-387(b) (1) in the PD Planned Development Section stipulates that the maximum permitted residential density of

area currently zoned single-family as shown on the zoning district map. Yard setbacks for the R-2 district shall apply.

Requirements for height, bulk and density for all nonresidential uses shall be in accord with zoning district standards most nearly reflecting policies in the city's master plan.

To the maximum extent feasible, the development shall be designed so as to preserve natural resources and natural features.

There shall be a perimeter setback and berming, for the purpose of buffering the development in relation to surrounding properties. Such perimeter setback shall be established in the discretion of the planning commission taking into consideration the use or uses in and adjacent to the development. The setback distance need not be uniform at all points on the perimeter of the development.

Thoroughfare, drainage, and utility design shall meet or exceed the standards otherwise applicable in connection with each of the respective types of uses served.

There shall be underground installation of utilities, including cable, electricity and telephone, as found necessary by the city council, upon the recommendation of the planning commission.

Signage, lighting, landscaping,

single-family dwelling shall not exceed the density allowed for the area currently zoned single-family as shown on the zoning district map. The site consists of 10.6 acre. The proposed density would be approximately 3.49 units per acre. No nonresidential uses are proposed.

Other than a berm on the south side of the entrance from Pontiac Trail, the land appears flat and avoid of natural resources and features ⑧

Sheet L-1 shows buffering of trees along the perimeter of the parcel.

Addressed by the engineer.

To be determined at a later date.

No new signs are proposed.

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view

building architecture and materials, and other features of the project, shall be designed to achieve an integrated and controlled development, consistent with the character of the community, surrounding development or developments, and natural features of the area.

Where nonresidential uses adjoin residentially zoned property, noise reduction and visual screening mechanisms such as landscape berms and/or decorative walls shall be employed.

The applicant is not providing any street lights.

No nonresidential uses are proposed.

Required conditions	Compliance
The cost of installing all streets, sidewalks, bike paths, street lights, park areas and necessary utilities and maintenance thereof has been assured by a means satisfactory to the city council. The city council shall have the option of requiring suitable guarantee in a form suitable to the city for the provision of any or all site improvements.	To be addressed by City Council
The final plan of each project area of the approved plan is in conformity with the overall approved plan. Any changes or amendments requested shall terminate approval of the preliminary plan until such changes or amendments have been reviewed and approved as in the instance of the first submittal, it being the intent of this section that no other administrative or board of appeals action shall constitute official approval of such changes or amendments to the preliminary plan. Denial by the city council of any requested changes or amendments shall not	Not applicable at this time.

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void the originally approved  
plan.

Proceeding with a planned development district shall only be permitted if it is mutually agreeable to the city council and the developer. Not applicable at this time.

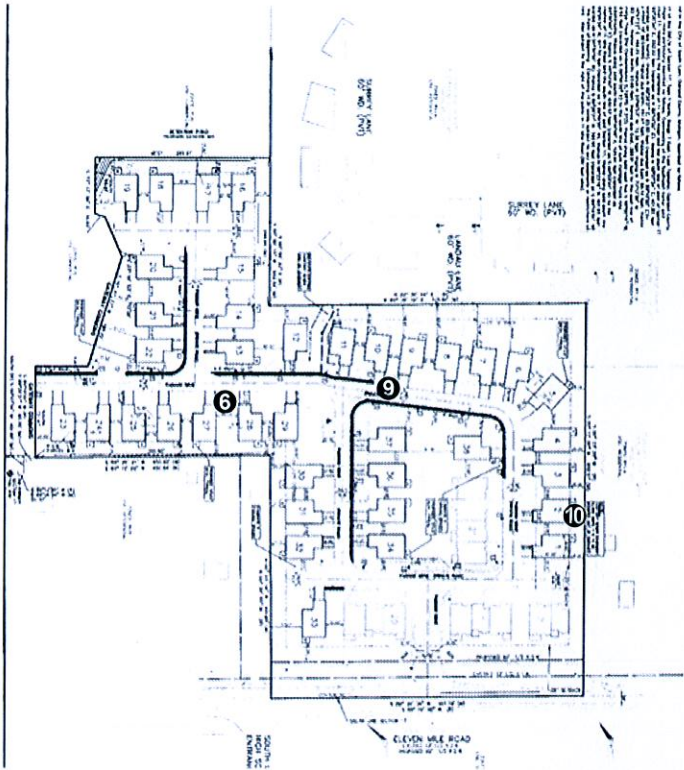
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#### Section 4: General Planning Observations

- The Planning Commission may request additional landscaping if it is determined that additional buffering between properties is required.
- The applicant proposes a sidewalk along one side of the streets. ⑨
- The original PD required the developer to construct an elevated boardwalk along Pontiac Trail.
- The setback requirements for the R-2 district are not met.
- The decks proposed by the applicant are in the setback. ⑩
- Parking: Off -Street Parking is not met. There is no parking on the streets within the development.



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view



We will be prepared to discuss the foregoing concerns with you at your convenience.



## **Robertson Brothers Co**

**10/5/2011**

### **Lexington Place Exterior Color Package:**

Stone: Heritage Stone, Ohio Vintage

Brick: Brickcraft Queen – Stratford

Shingles: Owens Corning Oakridge Series Dimensional “Driftwood”

(<http://roofing.owenscorning.com/homeowner/shingles/oakridge-ar.aspx>)

Siding and shake Color: Pylgem Variform, Stone Mountain Clay

(<http://www.variform.com/VariformCommon.nsf/ColorSiding?OpenForm&Refer=Pro>)

Exterior Trim Boards: SW 6148 Wool Skein

**City of South Lyon  
Planning Commission Meeting**

October 13, 2011

Chairperson Weipert called the meeting to order at 7:00 p.m.

All present recited the Pledge of Allegiance to the Flag

PRESENT: Commissioners Kurtzweil, Mosier, Bradley, Culbertson, Lanam, Leimbach, Chaundy and Weipert were present. Commissioner Chubb was absent and excused.

Also present were Benjamin Tallerico (Planning Consultant) and Kristen Delaney, Director of Community and Economic Development.

**APPROVAL OF AGENDA:**

**Motion by Culbertson, supported by Bradley**

**To approve the Agenda October 13, 2011 as amended.**

**VOTE**

**MOTION CARRIED UNANIMOUSLY**

**APPROVAL OF MINUTES:**

**Motion by Lanam, supported by Leimbach**

**To approve the Minutes for September 22, 2011 as amended.**

**VOTE**

**MOTION CARRIED UNANIMOUSLY**

**PUBLIC COMMENT**

None

**OLD BUSINESS**

Lexington Place Condominiums Site Plan

Jim Clarke, President, Robertson Brothers, 6905 Telegraph Bloomfield Hills, MI

Mr. Clarke stated his company has listened to everything the Planning Commissioners have said and made a number of changes to the site plan. He reviewed what was changed and what was not. The decks still encroach into the set back. The three-unit building was removed. A storm line was moved. A new unit was added on Surrey Lane. Sidewalks

have been added along one side of the street but not on both sides. The layouts of two homes were flipped so the residents will be able to back out of their driveways easier. They will meet all landscape and tree ordinance requirements. Clarke has asked for a meeting with the neighbors along Surrey Lane to address their concerns. He provided handouts of other projects currently in development to give a better idea of what the company produces. He also brought along some of the building materials. Clarke noted with the sidewalks, they believe there is now ample room for emergency vehicles and would like to meet with the Fire Chief to discuss the plans.

There was a general discussion regarding the building materials.

Tallerico reviewed his comments. There was a general discussion when sidewalks were added in as a requirement for developments.

Clarke noted some of the driveways would not be twenty-feet long so the on-street parking is critical. Tallerico asked if they could move forward with the development without the parking. Clarke stated he did not think the units would sell without it.

Tallerico also noted that in some cases patios might be more appropriate than decks because they are less intrusive.

There was a general discussion regarding the roads, sidewalks, and timelines.

Kurtzweil stated she did some research on condo minimum developments in the area and her position has not change. She is more committed that this project does not meet the standards of the community. This product stands out like a sore thumb. Kurtzweil provided an example of a development she does like. She suggested the Mr. Clarke go back to the bank to see if they could assist with more money. She is not voting for this as it is.

Mosier stated he appreciates the applicant's willingness to make changes. The sidewalks are critical. The colors of the building materials will need to be worked on.

There was a general discussion regarding what was bonded and under whose name the bond was made.

Lanam asked if the sidewalk would be able to sustain the weight of the emergency vehicles. Clarke replied they were willing increase the thickness to support the vehicles, if necessary.

Lanam asked if a model would go on the property. Clarke replied that sales were better with a model but they might set one up until it sells and then use a different location for the model so one is always in production.

Lanam asked if there was a way that a certain portion of the sidewalk would not have to curve around an island. Clarke replied it could be corrected.

Lanam asked if the shortest driveway was eighteen-point-six. Clarke replied twenty by twenty was their ideal. Lanam noted that ninety percent of the passenger cars would fit. Lanam asked about the width of the driveways. Clarke replied they would meet the eighteen inches.

Chaundy stated the on-street parking might be confusing because it jumps from one side of the street to another. Clarke agreed it was not ideal and added he needed to speak to the Fire Chief. Chaundy stated he would like to see all the parking on the same side of the street. Clarke replied they should be able to figure out a way to make that work.

There was a general discussion regarding parking.

Leimbach stated what concerns him the most is that there is really nothing special or unique. The development is cost-effective for the developer. He cannot support this plan as it is, unless the buildings can be enhanced.

Clarke stated it was always a balancing act. These plans have had success. He does hear that the Commission is not pleased with the architecture and asked if it was their direction to have different elevations. Kurtzweil stated thank you for taking an interest but she was sad that her community has to think this is acceptable. Clarke stated he believes they can work on the architecture. He not looking to bring junk to South Lyon and his company does not have a reputation for building and then moving on.

Culbertson stated he was not as opposed as some other. He understands where they came from but if a different elevation could be designed that would only enhance the development.

Weipert stated she thinks the buildings are kind of cute. The concern she has is with the building materials and colors not provided enough of a contrast to coordinate with Carriage Trace. She stated she was not as concerned with the street width because the street she lives on is extremely narrow.

Clarke stated he was happy to provide tours, or video tours, of other development to give the Commissioners a better feeling for their product. He explained the complications with bank financing versus FHA approvals for condominium developments. Weipert stated she was not concerned about the units being detached, simply the colors and textures. Clarke stated they could work on that.

John Morgan, 1108 Surrey Lane

Mr. Morgan stated they did meet with the builder and the one thing that struck him was that it was odd the representative who came to meet with them had different stories about who was missing from what meeting and why. The developer added another unit but you did not get all the sidewalks you wanted. He did not hear any objection to that additional unit. Morgan measured out fifteen feet to show how close a deck would be to his property line. He asked the Commissioners to not let them add a unit anytime they are asked for an

improvement. This builder is doing spec and sells and if it does not work you will be left with a shantytown.

Allen Bond, Lexington Place

Mr. Bond is a resident of Lexington Place and they like it there. With respect, South Lyon is not Bloomfield Hills. We have our own unique charm. As a resident of the site, I'd rather see homes being built than mud and weeds that are on this site now. He was sure the developer wanted to build units that can sell, and he is in favor of that. It will only improve his home value and bring jobs to the area. He does not see a downside when you have a developer willing to work with the city.

Culbertson asked Mr. Bond his thoughts about the sidewalks. Bond answered in his experience people walk on the road. He added as a retired police chief from Redford, the streets would be wide enough for emergency vehicles.

Kurtzweil stated one way or another, this will be a development; it is just a matter of when. Bond stated he has been waiting for three years.

Delaney clarified the complication of getting Mr. Clarke to appear at the last meeting and it was merely a timing issue and no fault of the developer.

Tom Duncan, 11 Mile Road

Mr. Duncan stated that Mr. Morgan's comments regarding a shantytown stuck him. No one knows if this developer will be able to finish the development either. There needs to be an assurance that this can be completed. The bond is a minor deposit.

Clarke stated a lot of developers went under because of debt and/or financing. That is not an issue with his company. They have been around for sixty-eight years and bought back the developments when builders left.

Mr. Morgan added that Ms. Delany has been good about notifying the neighbors. He noted any commitments made need to be held accountable.

Clarke stated he is in a meeting and when committing to something it is recorded. He added he would like some direction from the Commission. He heard different things about sidewalks and asked if different elevations were enough.

Tallerico stated if the parking is imperative then maybe Mr. Clarke should start with a discussion with the fire department.

There was a general discussion regarding parking and sidewalks.

Morgan asked how did they find a way to increase density with one more unit? Can that be put on the table?

Bradley stated they couldn't tell him he cannot add a unit because the site is way under



**SOUTH LYON FIRE DEPARTMENT**  
217 Whipple Street, South Lyon, MI 48178  
P: 248- 437-2616 F: 248-437-3025  
[www.southlyonfire.com](http://www.southlyonfire.com)

Date: Friday, October 14, 2011

To: Kristen Delaney, Director of Community and Economic Development  
James Clarke, Robertson Brothers

From: Mike Kennedy, Fire Chief

Reference: Lexington Place Fire Lanes

The revised site plan for Lexington Place submitted by James Clarke to the Fire Department on Friday, October 14, 2011 indicating a posted fire lane on one side of the roadway is acceptable for fire department access requirements. The physical signs must be in accordance with that indicated in the 2006 International Fire Code, Appendix D103.6 Signs. Signs must appear where indicated on the site plan sent October 14, 2011.

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Date: 10.26.2011

From: Benjamin J. Tallerico, AICP, HDFP  
To: Ms. Pamela Weipert, Chair  
Members of the South Lyon Planning Commission  
David Murphy, City Manager  
Kristen Delaney, Community and Economic Development  
Director  
Other Interested Parties  
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335 South Warren Street  
South Lyon, MI 48178

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Remarks:

Section 1: Background:

Applicant - Robert Brothers Company  
6905 Telegraph Road, Suite 200  
Bloomfield Hills, Michigan 48301

Engineer - Professional Engineering Associates, Inc.  
2900 E. Grand River Avenue  
Howell, Michigan 48843  
517.546.8583

Property - SW ¼ of section 17, approximately 11.31 acres.

Zoning - PD (Planned Development)

Proposal - The applicant is requesting PD approval for a revised condominium development. The previous development, which has begun, was attached condominiums. The request before you is for detached condominiums.

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Section 2: Submission Materials:

1. Application Materials

- Forwarded email by Kristen Delaney from Jim Clark with elevations B and C. Email from Jim Clark dated October 20, 2011.
- Letter from Mike Kennedy, Fire Chief, concerning Fire Lanes, dated October 14, 2011.

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Section 3: Action Items.

The following action items from the South Lyon Planning Commission meeting held on October 13, 2011 are addressed below.

Item	Action
The Planning Commission requested the applicant look at adding a sidewalk on the opposite side of the street near the southern part of the parcel.	No update has been provided.
The Planning Commission asked if sidewalks were required on both sides of private streets per the Subdivision Regulations.	In September of 2007, the Planning Commission recommended the following changes to Sec. 86-62. Streets of the subdivision regulation  <i>(n) Sidewalks on private drives. All new streets on private drives shall provide for sidewalks of five (5) feet in width on at least one (1) side of the street.</i> No update has been provided.
The Planning Commission had concerns if 4 inch concrete was sufficient for sidewalks if the sidewalk was to be used by the fire department for vehicle access. The Commission believed 6 inch concrete was the minimum that would be necessary.	
There was concern from the Planning Commission that the designs provided lack diversity. The Commission recommended different architectural styles.	Two additional elevations were provided to the one already proposed in an email from Jim Clarke to Kristen Delaney on Thursday, October 20, 2011
The Planning Commission asked for more contrast between the brick and siding on the proposed homes in the brochure passed out by Mr. Jim Clark.	No update has been provided.
Mr. Clark was to discuss with the Fire Chief the option of parking on one side of the roads within the development	In a letter date October 14, 2011, the Fire Chief states that posted fire lane on one side of the roadway is acceptable for



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fire department access  
requirements.

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Section 4: Next Steps:

The process is unusual since the site has already been rezoned a PUD, the infrastructure is already in place, and the earlier approved development was only partially completed. Therefore Section 102-383 and 102-384 could be considered complete.

From a planning perspective the following options are available to the Planning Commission:

- The Planning Commission can forward to the City Council a preliminary recommendation if the Commission believes all their questions have not been answered. If this option is taken, the proposed development would come back to the Planning Commission for a final recommendation before being sent back to the City Council.
- The Planning Commission can make a final recommendation to the City Council if they believe all their concerns and questions have been addressed.

We will be prepared to discuss the foregoing concerns with you at your convenience.

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Date: 11.07.2011

From: Benjamin J. Tallerico, AICP, HDFP  
To: Ms. Pamela Weipert, Chair  
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Zoning - PD (Planned Development)

Proposal - The applicant is requesting PD approval for a revised condominium development. The previous development, which has begun, was attached condominiums. The request before you is for detached condominiums.

Section 2: Submission Materials:

1. Application Materials

✦ A packet from Robertson Brothers Company received Saturday November 05, 2011 by Federal Express containing the following sheets of drawings

- Sheet C-1, Cover Sheet, dated 11.01.11, with a state of Michigan Licensed Professional Engineering stamp from Robert C. Wagner, Engineer
- Sheet C-2, Dimension and Paving Plan, dated 11.01.11
- Sheet C-3, Sewer and Watermain Plan, dated 11.01.11

- Sheet C-4, Grading Plan, dated 11.01.11
  - Sheet L-1, Landscaping Plan, dated 11.01.11, with a RLA stamp of Jeffrey T. Smith
  - Sheet 5, Floor Plan, dated 07.11.11
  - Sheet 7, Elevations, dated 05.04.11
  - Sheet 7B, Elevations, dated 05.04.11
- ✚ Three color renderings of the front of the proposed building.
- ✚ A November 01, 2011 letter from Robert C. Wagner, to the City of South Lyon,  
Attn. Kristen Delaney, concerning the thickness of the sidewalk.
- ✚ A note dated 10/5/2011 concerning the exterior color of the building.

### Section 3: Action Items.

The following action items from the South Lyon Planning Commission meeting held on October 13, 2011 are addressed below.

Item	Action
The Planning Commission requested the applicant look at continuing the sidewalk on Paddock Drive south of unit 341.	Sheet C-2 shows the sidewalk being extended.
The Planning Commission asked if sidewalks were required on both sides of private streets per the Subdivision Regulations.	In September of 2007, the Planning Commission recommended the following changes to Sec. 86-62. Streets of the subdivision regulation  (n) Sidewalks on private drives. All new streets on private drives shall provide for sidewalks of five (5) feet in width on at least one (1) side of the street.
The Planning Commission had concerns if 4 inch concrete was sufficient for sidewalks if the sidewalk was to be used by the fire department for vehicle access. The Commission believed 6 inch concrete was the minimum that would be necessary.	The November 01, 2011 letter from Professional Engineer Associates, Inc., states that their plan is to develop the concrete thickness detail for review and approval by your engineer following action by the Planning Commission. In addition, they state we will

There was concern from the Planning Commission that the designs provided lack diversity. The Commission recommended different architectural styles. The Planning Commission asked for more contrast between the brick and siding on the proposed homes then shown in the brochure.

Mr. Clark was to discuss with the Fire Chief the option of parking on one side of the roads within the development

*consider the Planning Commission's concerns when developing this sidewalk detail.*

Three color drawings with new front facades have been provided. The elevation height has not changed.

The note dated 10/5/2011 from Robertson Brothers Company lists websites that show different colors.

In a letter date October 14, 2011, the Fire Chief states that posted fire lane on one side of the roadway is acceptable for fire department access requirements.

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#### Section 4: Next Steps:

The process is unusual since the site has already been rezoned a PUD, the infrastructure is already in place, and the earlier approved development was only partially completed. Therefore Section 102-383 and 102-384 could be considered complete.

From a planning perspective the following options are available to the Planning Commission:

- The Planning Commission can forward to the City Council a preliminary recommendation if the Commission believes that most of their questions and concerns have been addressed. If this option is taken, the proposed development would come back to the Planning Commission for a final recommendation before being sent back to the City Council.
- The Planning Commission can make a final recommendation to the City Council if they believe all their concerns and questions have been addressed.

We will be prepared to discuss the foregoing concerns with you at your convenience.

# **AGENDA NOTE**

**New Business Item #2a**

**MEETING DATE:** November 28, 2011

**PERSON PLACING ITEM ON AGENDA:** Mayor Wallace

**AGENDA TOPIC:** Appointment

**EXPLANATION OF TOPIC:** Currently, we have a vacancy on the Zoning Board of Appeals. Former Councilman Morelli had served on that Board as the Council liaison.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENT:** N/A

**POSSIBLE COURSES OF ACTION:** Approve/do not approve the appointment to the Zoning Board of Appeals

**SUGGESTED MOTIONS:**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to  
appoint Joseph Rzyzi as the Council Liaison to the Zoning Board of Appeals

# **AGENDA NOTE**

**New Business Item #2b**

**MEETING DATE:** November 28, 2011

**PERSON PLACING ITEM ON AGENDA:** City Clerk/Treasurer

**AGENDA TOPIC:** Appointment of Delegate and Alternate to SEMCOG

**EXPLANATION OF TOPIC:** It has been a number of years since Council appointed a delegate to SEMCOG. The late Councilman Selden had served in the capacity of delegate for a number of years and Councilman Morelli had been the alternate. Council needs to select a delegate and an alternate to attend meetings of SEMCOG and represent the City. The meetings are held March, June and October of every year and rotate between Wayne, Oakland and Macomb Counties. The meetings typically start at 4:30 p.m. The delegate must be an elected official where as the alternate does not.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENT:** N/A

**POSSIBLE COURSES OF ACTION:** Approve/do not approve the appointments of delegate and alternate to SEMCOG

## **SUGGESTED MOTIONS:**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to  
appoint \_\_\_\_\_ as the delegate to SEMCOG  
and \_\_\_\_\_ as the alternate

# **AGENDA NOTE**

**New Business: Item #3**

**MEETING DATE:** November 28, 2011

**PERSON PLACING ITEM ON AGENDA:** Manager

**AGENDA TOPIC:** Cancellation of December 26, 2011 Regular City Council Meeting.

**EXPLANATION OF TOPIC:** It has been the practice for many years to cancel the second City Council Meeting in December due to the holidays. This year that meeting falls on December 26, 2011 and is considered a holiday since Christmas falls on a Sunday.

**POSSIBLE COURSES OF ACTION:** Approve/do not approve the cancellation of the December 26, 2011 regular City Council Meeting or move the meeting to another date.

**RECOMMENDATION:** Approve the cancellation of the second Regular City Council Meeting in December and authorize the City Manager to schedule the meeting on Tuesday December 27, 2011 if the need should arise.

**SUGGESTED MOTION:** Moved by, \_\_\_\_\_ seconded by, \_\_\_\_\_ to cancel the second regular City Council Meeting of the month which falls on December 26, 2011 and to authorize the City Manager to schedule the meeting on Tuesday December 27, 2011 if the need should arise.

# **AGENDA NOTE**

**New Business: Item #4**

**MEETING DATE:** November 28, 2011

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

**AGENDA TOPIC:** First Reading – Amendment to Chapter 2 Section 151 – 156 Historical Commission

**EXPLANATION OF TOPIC:** The Historical Commission has requested an update to the Historical Commission ordinance. I have worked with the Commission to come up with the appropriate changes.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Current ordinance and proposed ordinance.

**POSSIBLE COURSES OF ACTION:** Approve/do not approve the first reading of the proposed amendment to the Historical Commission ordinance.

**RECOMMENDATION:** Approve the first reading of the proposed amendment to the Historical Commission ordinance.

**SUGGESTED MOTION(s):**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_ that this be the first reading of an amendment to Chapter 2 Section 151 – 156 Historical Commission.



shall organize by electing one of its members as president, and one as vice-president, and shall appoint a secretary and shall arrange a time and place of holding regular monthly meetings of the commission, and for such special meetings as may be necessary. The said commission is authorized upon council approval, to accept gifts and bequests for the furtherance of its authorized purposes in the name of the City of South Lyon under the control of the South Lyon Historical Commission.

(Code 1988, § 1.177)

**Sec. 2-154. Records.**

The City of South Lyon Historical Commission is hereby designated as the official agency of the South Lyon area to receive and safely keep all the old historical records pertaining to the South Lyon area and its early pioneers.

(Code 1988, § 1.178)

**Sec. 2-155. Duties.**

It shall be the duty of said commission to collect, arrange and preserve historical materials, including books, pamphlets, maps, charts, manuscripts, papers, copies of domestic and foreign records and archives, paintings, statuary, and other objects and material illustrative of and relating to the history of the South Lyon area; to procure and preserve narratives of the early pioneers, their exploits, perils, privations and achievements. The commission shall cooperate with and assist other Michigan historical societies of the state and county with a view to gathering historical matters pertaining to the South Lyon area and its early pioneers.

(Code 1988, § 1.179)

**Sec. 2-156. Finances.**

The city council of the City of South Lyon may appropriate reasonable sums for the expenses of the South Lyon Historical Commission in connection with the work of said commission. The commission shall not obligate itself, or the city, in any financial undertaking unless first authorized by the city manager.

(Code 1988, § 1.180)

**Secs. 2-157—2-170. Reserved.**

**DIVISION 3. LOCAL OFFICERS' COMPENSATION COMMISSION**

**Sec. 2-171. Commission established.**

Pursuant to the provisions of Act 8 of Public Acts of the State of Michigan for the year 1972, a local officers' compensation commission is hereby established.

(Code 1988, § 1.185)

**Sec. 2-172. Members; terms.**

The local officers' compensation commission of the City of South Lyon shall consist of five members who must be registered electors of the City of South Lyon, appointed by the mayor, subject to confirmation by a majority of the members elected and serving in the city council. The term of office of members of the South Lyon Local Officers' Compensation Commission shall be five years except that for the members first appointed, one each shall be appointed for terms of one, two, three, four and five years. Members shall be appointed before October 1 of the year of appointment. Vacancies shall be filled for the remainder of the unexpired term. No member or employee of the legislative, judicial or executive branch of any level of government or members of the immediate family of such member or employee shall be eligible to be a member of the commission.

(Code 1988, § 1.186)

**Sec. 2-173. Duties.**

The South Lyon Local Officers' Compensation commission shall determine the salaries of all elected officials of the City of South Lyon, which determination shall be the salaries unless the city council by resolution adopted by two-thirds of the members elected serving on said city council shall reject them. The determination of the commission shall be effective 30 days following their filing with the city clerk unless rejected by the city council. In case of rejection, the existing salary shall prevail. Any expense allowance or reimburse-

**DIVISION 2. PUBLIC WORKS DEPARTMENT****Sec. 2-116. Public works department.**

(a) The public works department shall be headed by the superintendent of public works. He shall be responsible for all matters relating to the management, maintenance and operation of the city's public works equipment, streets and sidewalks and refuse collection and disposal.

(b) This department shall be responsible for the operation and maintenance of city water mains and connections.

(c) This department shall have charge of the control and regulation of the planting of trees, and of the planting, development, maintenance, management and operation of parks, boulevards and recreation facilities.

(d) This department shall be responsible for the inspection of all work involved in the construction of sewer and water services.

(e) This department shall be responsible for the issuance of all permits and the inspection of all work involved in the construction of sidewalks, curb cuts and street openings.  
(Code 1988, § 1.91)

**Secs. 2-117—2-130. Reserved.****ARTICLE V. BOARDS AND COMMISSIONS****DIVISION 1. GENERALLY****Sec. 2-131. General provisions.**

Such of the boards and commissions provided for in this article as are in existence at the time of the adoption of this Code shall be continued and the members serving thereon shall remain in office for the duration of the term for which they were appointed. Except as otherwise provided for by law, Charter or this Code, the following provisions shall be applicable to all boards and commissions of the city:

- (1) *Vacancy.* Any vacancy occurring in the membership of any board or commission shall be filled for the remainder of the

unexpired term in the manner provided for original appointment to such board or commission.

- (2) *Removal.* The appointing authority may remove any member of any board or commission for cause.
- (3) *Rules.* Each board and commission shall have power to make rules and regulations concerning the administration of its affairs as shall not be inconsistent with laws, the city Charter and this Code.
- (4) *Compensation.* All members of boards and commissions shall serve without compensation as members thereof, unless otherwise expressly provided by the city Charter or this Code.

(Code 1988, § 1.141)

**Secs. 2-132—2-150. Reserved.****DIVISION 2. HISTORICAL COMMISSION****Sec. 2-151. Commission members.**

The South Lyon Historical Commission shall consist of seven members with the addition of the mayor, ex officio; said seven members shall be appointed by the city council of the City of South Lyon. No member of said commission shall receive any compensation for his services, but may be reimbursed for necessary expenses.  
(Code 1988, § 1.175)

**Sec. 2-152. Term of office.**

The city council of the City of South Lyon shall appoint the members of said commission for the following terms: two for one year, three for two years, two for three years, and thereafter such members annually for a term of three years to fill expiring terms, to serve until their successors shall have been appointed and qualified.  
(Code 1988, § 1.176)

**Sec. 2-153. Organization; gifts.**

As soon as practicable after the annual appointment of members, the historical commission shall meet in the city hall of the City of South Lyon and

## Chapter 2

### DIVISION 2 – HISTORICAL COMMISSION

#### Sec. 2-151. - Commission members.

The South Lyon Historical Commission shall consist of seven members with the addition of the mayor, ex officio; said seven members shall be appointed by the city council of the City of South Lyon. No member of said commission shall receive any compensation for his services, but may be reimbursed for necessary expenses.

#### Sec. 2-152. - Term of office.

The city council of the City of South Lyon shall appoint the members of said commission for the following terms: two for one year, three for two years, two for three years, and thereafter such members annually for a term of three years to fill expiring terms, to serve until their successors shall have been appointed and qualified.

#### Sec. 2-153. - Organization; gifts.

As soon as practicable after the annual appointment of members, the historical commission shall meet in the city hall of the City of South Lyon and shall organize by electing one of its members as president, and one as vice-president, and shall appoint a secretary and shall arrange a time and place of holding regular monthly meetings of the commission, and for such special meetings as may be necessary. The said commission is authorized upon council approval, to accept gifts and bequests for the furtherance of its authorized purposes in the name of the City of South Lyon under the control of the South Lyon Historical Commission.

#### Sec. 2-154. - Records.

The City of South Lyon Historical Commission is hereby designated as the official agency of the South Lyon area to receive and safely keep all the old historical records pertaining to the South Lyon area and its early pioneers.

#### Sec. 2-155. - Duties.

It shall be the duty of said commission to collect, arrange and preserve historical materials, including books, pamphlets, maps, charts, manuscripts, papers, **photos**, copies of domestic and foreign records and archives, paintings, statuary, and other objects and material illustrative of and relating to the history of the South Lyon area; to procure and preserve narratives of the early pioneers, their exploits, perils, privations and achievements. The commission shall cooperate with and assist other Michigan historical societies of the state and county with a view to gathering historical matters pertaining to the South Lyon area and its early pioneers. **The Commission shall, in concert with the City of South Lyon and the City Manager oversee the operation and maintenance of the Historical Village and its buildings and grounds.**

#### Sec. 2-156. - Finances.

The City Council of the City of South Lyon may appropriate reasonable sums for the expenses of the South Lyon Historical Commission in connection with the work of said Commission. The Commission shall, **in concert with the City of South Lyon and the City Manager, help create, oversee and administer the annual budget of the Historical Village.** The Commission shall not obligate itself, or the City, in any financial undertaking unless first authorized by the City Manager.

# **AGENDA NOTE**

**New Business: Item #5**

**MEETING DATE:** November 28, 2011

**PERSON PLACING ITEM ON AGENDA:** Manager

**AGENDA TOPIC:** Building Agreement with the South Lyon School District

**EXPLANATION OF TOPIC:** This is an agreement for use of the City's side of the Administration building and the common areas. Now that the bonds are paid off the agreement calls for the City to turn over the deed to the building and property to the school district once a new agreement is in place.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Proposed agreement with the South Lyon School District.

**POSSIBLE COURSES OF ACTION:** Approve/do not approve the proposed agreement with the South Lyon School District.

**RECOMMENDATION:** Approve the proposed agreement with the South Lyon School District.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the proposed agreement with the South Lyon School District as presented.

## **USE AGREEMENT**

This Use Agreement (this “Agreement” or the “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between South Lyon Community Schools, a Michigan general powers school district, organized and operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 345 South Warren Street, South Lyon, Michigan 48178-1358 (the “District”) and the City of South Lyon, a Michigan municipal corporation, 335 South Warren Street, South Lyon, Michigan 48178 (the “City”), (individually a “Party” and collectively the “Parties”) for the use of real property in accordance with the terms and conditions described herein.

### **RECITALS**

**WHEREAS**, the District and the City entered into an Agreement (the “Building Agreement”) wherein the full faith and credit of the City, acting through the City of South Lyon Building Authority (the “Building Authority”), has built and equipped and is currently maintaining and operating a building (the “Facility”) that is used in part by the City as a municipal building and in part by the District as its administrative offices and related purposes, which property is located at 335 and 345 South Warren Street within the City of South Lyon, Oakland County, Michigan (the “Property”); and

**WHEREAS**, as part of the Agreement the Building Authority has entered into a Lease of the Property with the City and the City has entered into a “Property Sublease” with the District; and

**WHEREAS**, the Building Agreement provides that upon the full payment and retirement of the bonds issued for the Facility, the Building Authority and the City shall reconvey to the District fee simple title to the Property; and

**WHEREAS**, the bonds have been paid in full and have been retired; and

**WHEREAS**, the Building Authority and the City have transferred ownership of the Property to the District; and

**WHEREAS**, the Building Authority has terminated its Lease with the City for the Property; and

**WHEREAS**, the City and the District desire to work cooperatively with regards to the use and operation of the Facility and the Property; and

**WHEREAS**, the District and the City desire to enter into this Agreement for the purpose of outlining the terms and conditions upon which the City will use a portion of the Facility as provided in the Building Agreement.

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

1. **Facility.** The District and the City agree that the City shall have the sole right to use the Northern 6,275 square feet of the first floor of the Facility, together with a basement storage area consisting of approximately 1,075 square feet, which areas are identified in the building diagram which is attached hereto and made a part hereof as Exhibit "A." The District shall have sole use and possession of the Southern 9,822 square feet of the first floor of the Facility coming together with a basement storage area consisting of 2,510 square feet, as specifically identified in the building diagram. The current percentages for cost allocation as outlined in paragraph 7 are 58.05% for the District and 41.95% for the City. The City and the District will have the exclusive right to use the exterior areas of the Property as outlined in the drawing of the Property which is attached hereto and made a part hereof as Exhibit "B." The City and the District will jointly share in the right to use the common areas, including the auditorium and conference area measuring approximately 5,044 square feet, as identified in the building diagram.

2. **Term.** The term of this Agreement shall be ninety nine (99) years, commencing on the date stated above and terminating on January 1, 2095.

3. **Rental.** The City agrees to pay to the District, as rental for the Leased Premises, the sum of One and 00/100 Dollar (\$1.00) for the entire term of this Agreement and to pay such other amounts to otherwise comply with the terms and conditions contained in this Agreement.

4. **Compliance with Law.** The Parties shall fully and promptly comply with all laws, ordinances, orders and regulations of any lawful authority having jurisdiction over the Property. The foregoing shall specifically include, but not be limited to, each Party's compliance with all licensing laws, zoning ordinances and any laws, rules and regulations applicable to its intended use of the Property.

5. **Utilities and Metering.** Each Party shall separately meter for its exclusive areas and both parties shall equally share the cost of the utilities for the common area.

6. **Facility Maintenance and Repair.** The District and the City shall each pay for the associated costs of maintenance, repair, and improvements for the portion of the Facility that they occupy. Each Party shall take reasonable action and notify the other Party, in writing, prior

to performing any such maintenance, repair or improvements of the portion of the Facility that they occupy.

7. **Expenses of Common Area and Exterior Grounds.** The District and the City shall share, on an equal basis, the costs relating to the maintenance and repair of the Facility's common areas. The costs for the routine upkeep of the external areas of the Property, including lawn care and snow removal, shall be shared according to the percentage of each Party's portion of the interior of the Facility as described in Paragraph 1, above and in Exhibit "A" attached. The Facility Committee described in Paragraph 9, below, shall determine which Party will perform, or cause to be performed, all of the work described in this paragraph 7. Within thirty (30) days from the date that the either Party receives an invoice for any of the expenses described in this paragraph 7, said Party shall remit to the other Party its proportionate share of the expense.

8. **Exterior Repairs and Capital Improvements.** The District and the City shall be responsible for repairs and Capital Improvements to the sidewalks, parking lots and other external components of the Property that they have the exclusive use as described in Exhibit "B" (attached). In the event that the repairs and/or Capital Improvements encompass a portion of both Parties' exclusive use area, then the cost of the repairs and/or Capital Improvements shall be allocated to each Party based upon the percentage of the repair and/or Capital Improvement that is located on each Party's exclusive area.

9. **Facility Committee.** A Facility Committee (the "Committee") shall be established consisting of one representative from each Party, to wit: the Superintendent of the District and the City Manager of the City, or their designees. The Committee shall be responsible for the following:

- (a) The Committee shall review any issues that may arise with regards to the maintenance and repair of the Facility and the exterior of the Property.
- (b) The Committee shall review and establish a Capital Improvement Plan for the Facility and the exterior of the property, which Plan shall be for a five (5) year period and updated annually and shall identify projects that are mutually agreed upon with estimated costs and timelines.
- (c) The Committee will review any proposed changes to components of the Facility and exterior of the building to ensure that the proposed changes are in keeping with the aesthetics of the then existing Facility and exterior of the Property.

- (d) The Committee shall review and make recommendations as to any changes in the operation of the Facility.
- (e) The Committee shall review and approve any expense of the Facility or the parking lot or other improvements to the exterior of the Property.
- (f) The Committee shall review and make recommendations to the parties with regards to any other issues regarding the Facility or the exterior of the Property.

The Committee shall meet at least once per calendar year to review any outstanding issues, including without limitation the review and updating of the five (5) year Perpetual Plan.

10. **Expansion of Facility.** If either Party desires to expand that portion of the Facility that they occupy, they shall advise the Committee, in writing, of the proposed expansion and shall provide copies of all plans, specifications and other documents with regard to the expansion to all Committee members. The Committee shall then review and provide comments to both Parties concerning the proposed expansion, including whether the proposed expansion is esthetically similar to the existing facility and Property. The percentages of expenses for the maintenance, repair and improvements for the Facility, as outlined in Paragraph 6, above, shall be adjusted in accordance with the Parties' proportionate square footage of the Facility. The Committee's review of the proposed expansion shall be advisory in nature and nothing contained in this Paragraph 10 shall impose upon a Party any restriction or other condition concerning a proposed expansion of that portion of the facility which they occupy. To the extent required by law, the Party who proposes an expansion of the Facility shall obtain all required zoning and other approvals.

11. **Signs.** Each Party shall have the right to erect or install any signs on that part of the Property that they occupy, and shall have the right to erect or install any signs at the Facility which are approved in advance and in writing by the other Party. Each Party shall obtain all necessary permits for the installation of any signs. All signs shall be kept in good repair.

12. **Taxes and Special Assessments.** The Parties acknowledge that they are tax exempt entities and therefore, not subject to any taxes or special assessments. To the extent that the Property becomes taxable as a result one Party's use of same, that Party shall pay all such taxes and special assessments imposed by federal, state, local or other governmental authority having jurisdiction over the Property. In addition, in the event that the payment of a special assessment is necessary to keep the Facility in good and proper working order the Parties agree to work cooperatively in order that the Facility is properly maintained. Each Party shall pay all personal property taxes, if any, for any personal property owned by that Party or located on the Property or Facility.



13. **Events of Default.** In the event either Party breaches a covenant of this Agreement and fails to cure or take meaningful steps to cure such breach within thirty (30) days of receiving written notice of said breach from the other Party, the breaching Party shall be in default of this Agreement. In the event of a default, the non-defaulting Party may pursue any of its legal and equitable remedies.

14. **Successors and Assigns.** The covenants and terms of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the foregoing, neither Party shall assign any portion of this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld. Consent to any assignment under this Agreement shall be limited to that stated in such written consent and shall not constitute a release, waiver or consent to any other assignment.

15. **Notices.** Notices or consents of any kind required or permitted under this Agreement shall be in writing and shall be deemed duly delivered if delivered by person or if mailed by registered or certified mail, postage prepaid, to the appropriate Party as follows:

If to the District:       South Lyon Community Schools  
                                  Attn: Superintendent of Schools  
                                  345 South Warren Street  
                                  South Lyon, Michigan 48178-1358

With a copy to:         South Lyon Community Schools  
                                  Attn: Assistant Superintendent, Business & Finance  
                                  345 South Warren Street  
                                  South Lyon, Michigan 48178-1358

If to the City:           City of South Lyon  
                                  Attn: City Manager  
                                  335 South Warren Street  
                                  South Lyon, Michigan 48178

or at such other address or to the attention of such other individual as shall be specified in writing by the respective parties.

16. **Waiver.** The failure of either Party to insist upon strict performance of any covenants or conditions of this Agreement or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions, or options, but shall be and remain in full force and effect. No covenant, term or

conditions of this Agreement shall be deemed to have been waived by either Party, unless such waiver be in writing by such Party.

17. **Entire Agreement.** This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the District and the City concerning the lease of the Property and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the District and the City other than are herein set forth.

18. **Amendments.** No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the District or the City unless reduced in writing and signed by both parties.

19. **Severability.** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or their application of such term, covenant or condition to persons or circumstances, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law unless removal of such term, covenant or condition materially impacts the general intent of the Agreement.

20. **Remedies Not Exclusive.** The parties agree that each and every right, remedy, and benefit provided by this Agreement is cumulative and shall not be exclusive of any other right, remedy or benefit set forth in this Agreement or allowed by law.

21. **Execution in Counterparts.** This Agreement may be executed in counterparts, including facsimile transmissions, each of which shall be deemed an original.

22. **Effective Date.** The effective date of this Agreement shall be the date upon which the last of the parties listed below has signed the Agreement.

23. **Termination of Lease and Property Sublease.** Upon the execution of this Agreement, the Lease between the Building Authority and the City for the Property and the Property Sublease between the City and the District for a portion of the Property shall both terminate in their entirety.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed in their respective names or by their respective officers the day and year first indicated above.

**SOUTH LYON COMMUNITY SCHOOLS,  
a Michigan general powers school district**

Dated: \_\_\_\_\_, 2011

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF SOUTH LYON,  
a Michigan municipal corporation**

Dated: \_\_\_\_\_, 2011

By: \_\_\_\_\_

Its: \_\_\_\_\_

**APPROVED AS TO TERMINATION OF THE LEASE BETWEEN THE CITY OF  
SOUTH LYON BUILDING AUTHORITY AND THE CITY OF SOUTH LYON ONLY.**

**CITY OF SOUTH LYON BUILDING  
AUTHORITY, a Michigan municipal  
corporation**

Dated: \_\_\_\_\_, 2011

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT “A”**

(Drawing of Building)

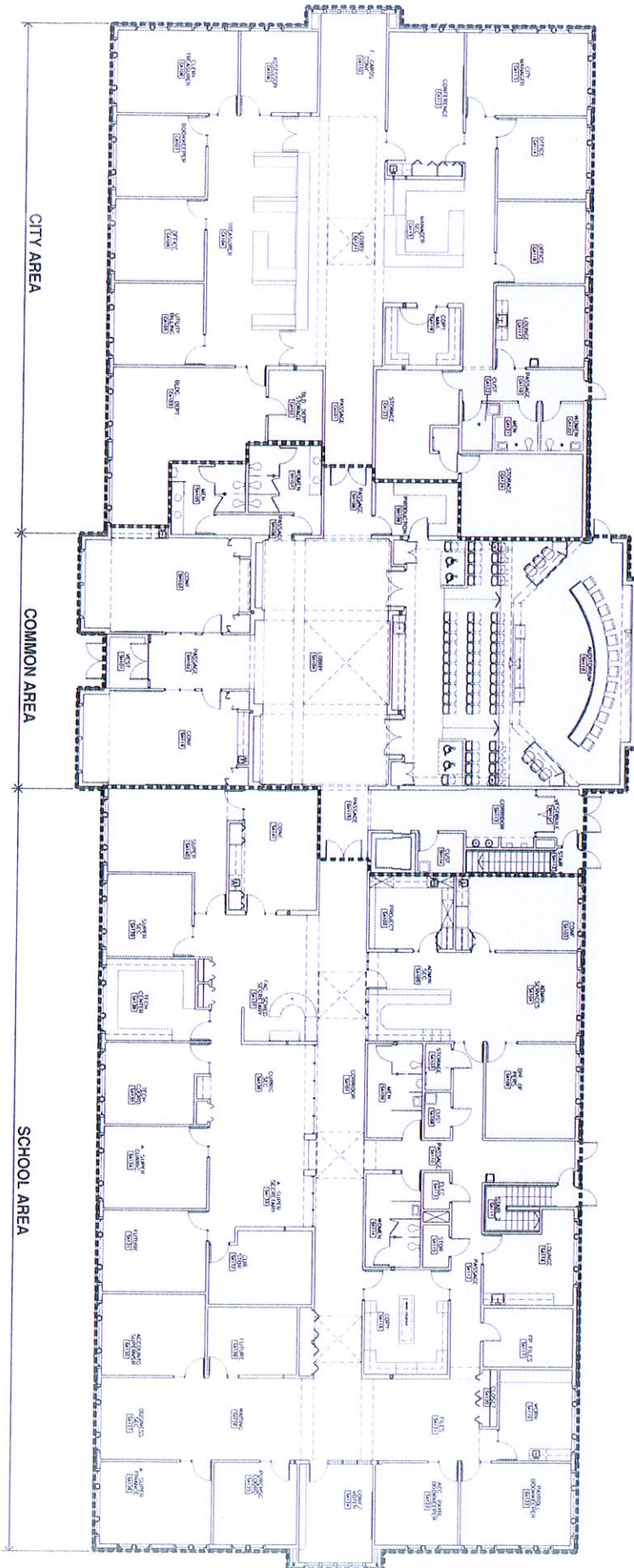
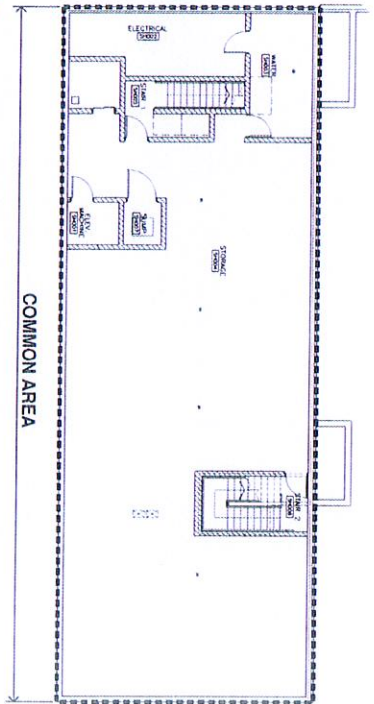
**EXHIBIT "B"**

(Diagram of Exterior Areas of Property)

EXHIBIT A

**BASEMENT FLOOR PLAN**

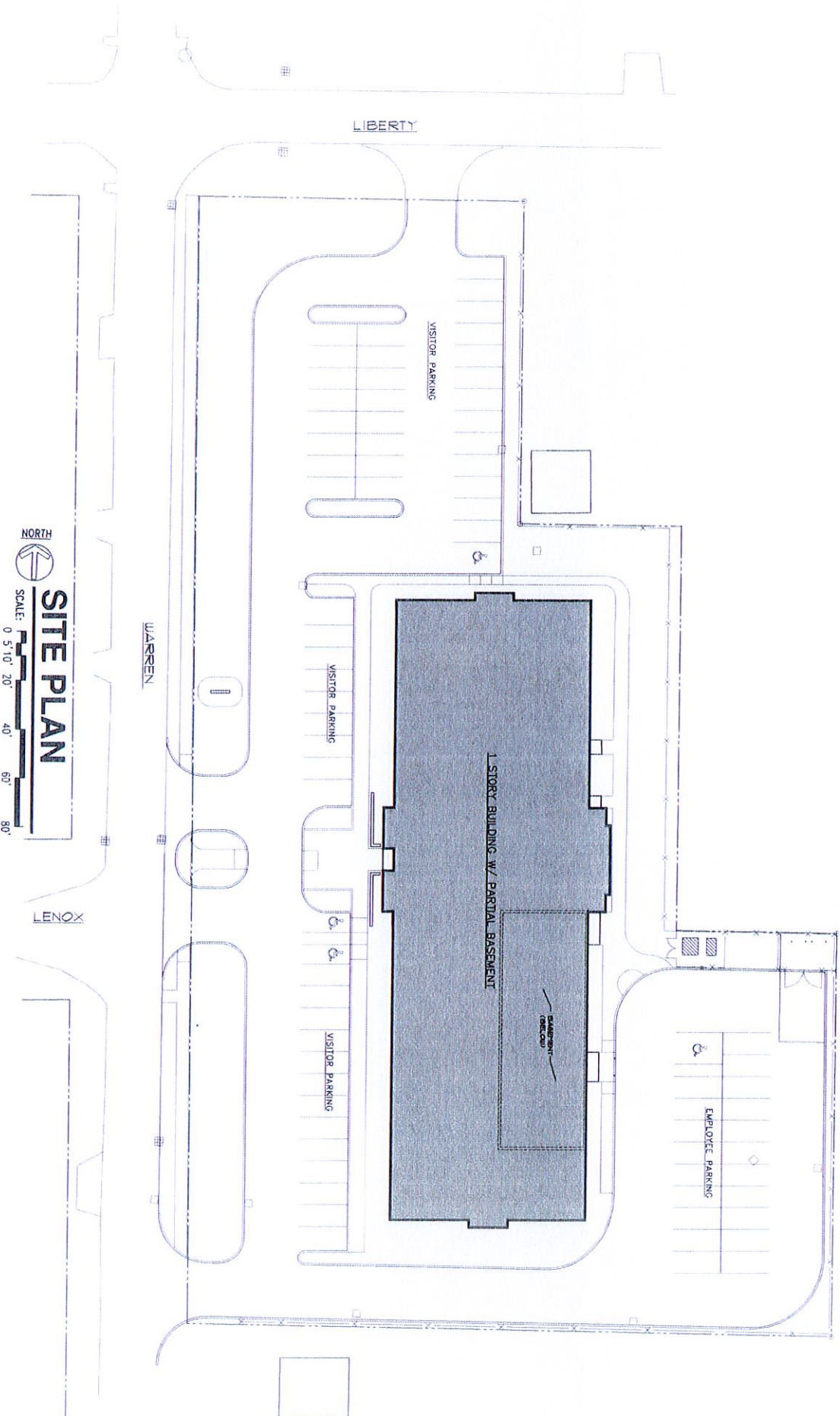
NORTH  
SCALE: 0 5 10' 20'



**FLOOR PLAN**

NORTH  
SCALE: 0 5 10' 20'

EXHIBIT B



# AGENDA NOTE

New Business: Item #6

**MEETING DATE:** November 28, 2011

**PERSON PLACING ITEM ON AGENDA:** Police Chief

**AGENDA TOPIC:** Liquor License Request – South Lyon Moose Lodge #2685

**EXPLANATION OF TOPIC:** South Lyon Moose Lodge #2685 requests a new Club License, with Dance Entertainment Permit, to be located at 507 S. Lafayette, South Lyon, MI 48178.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Memo from Chief Collins, Background Investigation Reports from Detective Wittrock, MLCC form LC-1800, MLCC form LC-1636, Council Resolution form.

**POSSIBLE COURSES OF ACTION:** Recommend/Do Not Recommend MLCC approval of the requested license and move the Resolution accordingly.

**RECOMMENDATION:** Recommend approval of the requested license, subject to final inspection to determine that the proposed location meets all building, plumbing, zoning, fire, sanitation and health laws and ordinances.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ That the request made by South Lyon Moose Lodge #2685 for a new Club License, with Dance Entertainment Permit, to be located at 507 S. Lafayette, South Lyon, MI 48178, Oakland County be considered for \_\_\_\_\_, as detailed on LC-1800 and LC-1636 forms.  
(approval or disapproval)



CR No: 110003882



**SOUTH LYON PD**

219 WHIPPLE STREET  
SOUTH LYON MI 48178  
248-437-1773



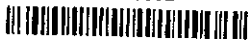
**Case Report**

**Administrative Details:**

CR No	Subject
110003882	C3309 Liquor Inspection
Report Date/Time	Occurrence Date/Time
09/09/2011 09:36	09/09/2011 09:36
Location	Call Source
507 S LAFAYETTE ST	FIELD INITIATED
Dispatched Offense	Verified Offense
C3309 LIQUOR INSPECT	C3309 Liquor Inspection
Complainant	Division
	Investigations
County	City/Twp/Village
63 - Oakland	55 - South Lyon

**Action Requested:**

<input type="checkbox"/> Arrest warrant	<input type="checkbox"/> Review only
<input type="checkbox"/> Search warrant	<input type="checkbox"/> Forfeiture
<input type="checkbox"/> Juvenile petition	<input type="checkbox"/> Other



Offenses:		
<b>C3309 - Liquor Inspection [SLWITTROCKM (37886)]</b>		
IBR Code / IBR Group	Offense File Class	
/		
Crime Against	Location Type	Offense Completed
Domestic Violence	88 - Other	Not Applicable
No	Hate/Bias	
Using	00 - None (No Bias)	
A-Alcohol: No C-Computer Equipment: No D-Drugs/Narcotics: No		

People:									
<b>WITTROCK, (O-OTHER) (L-POLICE OFFICER) [SLWITTROCKM (37886)]</b>									
PE:	W.Type:	Last Name	First Name	Middle Name	Suffix	Mr/Mrs/Ms			
		Wittrock							
DOB (Age)	Sex	Race	Ethnicity	Birth State	Birth Country	Country of Citizenship			
0		UNKNOWN							
Street Address		Apt #	County	Country	Home Phone	Work Phone			
219 Whipple									
City		State	Zip	Cell Phone	Email				
South Lyon		MI	48178						
Phone/Email									
Type					Description				
BU-Business Phone #1					248-437-1773				
Notes									
Investigatin officer.									

<b>VANGORDEN JR, MARVIN (O-OTHER) (X-MISCELLANEOUS) [SLWITTROCKM (37886)]</b>									
PE:	W.Type:	Last Name	First Name	Middle Name	Suffix	Mr/Mrs/Ms			
		VanGorden Jr	Marvin						
DOB (Age)	Sex	Race	Ethnicity	Birth State	Birth Country	Country of Citizenship			
01/26/1970 (41)	M	UNKNOWN							
Street Address		Apt #	County	Country	Home Phone	Work Phone			
14430 Cooper Steet									
City		State	Zip	Cell Phone	Email				
Taylor		MI							
Notes									
Trustee									

<b>WILLIAMS, GEORGE (O-OTHER) (X-MISCELLANEOUS) [SLWITTROCKM (37886)]</b>									
PE:	W.Type:	Last Name	First Name	Middle Name	Suffix	Mr/Mrs/Ms			
		Williams	George						
DOB (Age)	Sex	Race	Ethnicity	Birth State	Birth Country	Country of Citizenship			
05/25/1952 (59)	M	UNKNOWN							
Street Address		Apt #	County	Country	Home Phone	Work Phone			
59400 Nine Mile Rd									
City		State	Zip	Cell Phone	Email				
South Lyon		MI	48178						
Notes									
Trustee									

<b>VANGORDEN, MARVIN (O-OTHER) (X-MISCELLANEOUS) [SLWITTROCKM (37886)]</b>									
PE:	W.Type:	Last Name	First Name	Middle Name	Suffix	Mr/Mrs/Ms			
		VanGorden	Marvin						



DOB (Age)		Sex	Race	Ethnicity	Birth State	Birth Country	Country of Citizenship
12/03/1942 (68)		M	UNKNOWN				
Street Address				Apt #	County	Country	Home Phone
59400 Nine Mile Rd							Work Phone
City				State	Zip	Cell Phone	Email
South Lyon				MI	48178		
Notes							
Trustee							

<b>KENTWORTHY, ROBERT (O-OTHER) (X-MISCELLANEOUS) [SLWITTROCKM (37886)]</b>							
PE:	W.Type:	Last Name		First Name		Middle Name	Suffix
		Kentworthy		Robert			Mr/Mrs/Ms
DOB (Age)		Sex	Race	Ethnicity	Birth State	Birth Country	Country of Citizenship
09/21/1951 (59)		M	UNKNOWN				
Street Address				Apt #	County	Country	Home Phone
1357 Parent St							734-765-3801
City				State	Zip	Cell Phone	Email
Westland				MI	48186		
Notes							
Pre;ate							

<b>BLAIM JR., LEE (O-OTHER) (X-MISCELLANEOUS) [SLWITTROCKM (37886)]</b>							
PE:	W.Type:	Last Name		First Name		Middle Name	Suffix
		Blaim Jr.		Lee			Mr/Mrs/Ms
DOB (Age)		Sex	Race	Ethnicity	Birth State	Birth Country	Country of Citizenship
10/31/1955 (55)		M	UNKNOWN				
Street Address				Apt #	County	Country	Home Phone
9527 Columbia							313-541-1945
City				State	Zip	Cell Phone	Email
Redford				MI	48289		
Notes							
Treasurer							

<b>BARRACO, FRANK (O-OTHER) (X-MISCELLANEOUS) [SLWITTROCKM (37886)]</b>							
PE:	W.Type:	Last Name		First Name		Middle Name	Suffix
		Barraco		Frank			Mr/Mrs/Ms
DOB (Age)		Sex	Race	Ethnicity	Birth State	Birth Country	Country of Citizenship
03/19/1935 (76)		M	WHITE				
Street Address				Apt #	County	Country	Home Phone
115 S. Mill Road							Work Phone
City				State	Zip	Cell Phone	Email
Plymouth				MI	48170		
Notes							
Jr. Past Governer							

<b>FIRBY, TERRY (O-OTHER) (X-MISCELLANEOUS) [SLWITTROCKM (37886)]</b>							
PE:	W.Type:	Last Name		First Name		Middle Name	Suffix
		Firby		Terry			Mr/Mrs/Ms
DOB (Age)		Sex	Race	Ethnicity	Birth State	Birth Country	Country of Citizenship
01/18/1951 (60)		M	UNKNOWN				
Street Address				Apt #	County	Country	Home Phone
52200 W. 12 Mile Rd							248-437-6717
City				State	Zip	Cell Phone	Email
Wixom				MI	48393		
Notes							



Administrator

**STEWART, TIM (O-OTHER) (X-MISCELLANEOUS) [SLWITTROCKM (37886)]**

PE:	W.Type:	Last Name	First Name	Middle Name	Suffix	Mr/Mrs/Ms
		Stewart	Tim			
DOB (Age)	Sex	Race	Ethnicity	Birth State	Birth Country	Country of Citizenship
04/30/1975 (36)	M	UNKNOWN				
Street Address	Apt #	County	Country	Home Phone	Work Phone	
29938 Milford Rd				248-486-8936		
City	State	Zip	Cell Phone	Email		
New Hudson	MI	48165				
Notes						
Jr. Governer						

**TAYLOR, RUSSELL (O-OTHER) (X-MISCELLANEOUS) [SLWITTROCKM (37886)]**

PE:	W.Type:	Last Name	First Name	Middle Name	Suffix	Mr/Mrs/Ms
		Taylor	Russell			
DOB (Age)	Sex	Race	Ethnicity	Birth State	Birth Country	Country of Citizenship
08/26/1940 (71)	M	WHITE				
Street Address	Apt #	County	Country	Home Phone	Work Phone	
28080 N. Dixboro				248-437-6088		
City	State	Zip	Cell Phone	Email		
South Lyon	MI	48178	313-366-0140			
Notes						
Governer						

**Narrative:**

CR No: 110003882-001 Written By: SLWITTROCKM (37886) Date: 09/09/2011 02:56 PM

**Liquor License Investigation**

South Lyon Moose Lodge # 2685 is requesting a new club license with a dance entertainment permit. The club is requesting this license for their new club house that is to be located at 507 S. Lafayette. The club's MLCC ID request # is 616078 and the MLCC business ID # is 226496.

The contact person for Moose Lodge # 2685 is Russell Taylor.

OIC (Detective Wittrock)

9/9/2011: On this date I was informed a check was received by our department for the \$500.00 investigation fee.

I had previously informed Taylor that I would need to do a criminal history check on the officers of Lodge # 2685. On today's date I provided Clerk Regintik with the names of these officers. There names and titles are as follows:

Governor (Russell Taylor)

Jr. Governor (Tim Stewart)

Administrator (Terry Firby)

Jr. Past Governor (Frank Barraco)

Treasurer (Lee Blaim Jr)

Prelate (Bob Kentworthy)



Trustees (Marvin VanGorden, Marvin VanGorden Jr, & George Williams)

Clerk Regintik did a computer criminal history check on all of the aforementioned people. This check revealed that none of them have any type of criminal history.

9/13/2011: A fax was received by our department of the sketch of the floor plan. It is attached to this report.

9/19/2011: I ran the above officers through CLEAR. This query did not reveal anything of concern.

DISPOSITION: Report filed.



Michigan Department of Licensing and Regulatory Affairs  
**MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)**  
7150 Harris Drive, P.O. Box 30005  
Lansing, Michigan 48909-7505

**FOR MLCC USE ONLY**

Request ID # 616078

Business ID # 226496

**LOCAL APPROVAL NOTICE**

[Authorized by MCL 436.1501]

JULY 22, 2011

**TO:** SOUTH LYON CITY COUNCIL  
ATTN: CLERK  
335 S. WARREN STREET  
SOUTH LYON, MI 48178-1317

**APPLICANT:** SOUTH LYON MOOSE LODGE #2685

**Home Address and Telephone No. or Contact Address and Telephone No.:**

CONTACT: RUSSELL E. TAYLOR, H (248) 437-6088

The MLCC cannot consider the approval of an application for a new or transfer of an on-premises license without the approval of the local legislative body pursuant to the provisions of MCL 436.1501 of the Liquor Control Code of 1998. For your information, local legislative body approval is also required for DANCE, ENTERTAINMENT, DANCE-ENTERTAINMENT AND TOPLESS ACTIVITY PERMITS AND FOR OFFICIAL PERMITS FOR EXTENDED HOURS FOR DANCE AND/OR ENTERTAINMENT pursuant to the provisions of MCL 436.1916 of the Liquor Control Code of 1998.

For your convenience a resolution form is enclosed that includes a description of the licensing application requiring consideration of the local legislative body. The clerk should complete the resolution certifying that your decision of approval or disapproval of the application was made at an official meeting. **Please return the completed resolution to the MLCC as soon as possible.**

If you have any questions, please contact Unit 3 of the Retail Licensing Division at (517) 636-0204.

**PLEASE COMPLETE ENCLOSED RESOLUTION AND RETURN  
TO THE LIQUOR CONTROL COMMISSION AT ABOVE ADDRESS**

rlb

**RESOLUTION**

At a \_\_\_\_\_ meeting of the \_\_\_\_\_  
 (Regular or Special) (Township Board, City or Village Council)

called to order by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ P.M.

The following resolution was offered:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

**That the request from SOUTH LYON MOOSE LODGE # 2685, FOR A NEW DANCE-ENTERTAINMENT PERMIT, TO BE HELD IN CONJUNCTION WITH A NEW CLUB LICENSE, TO BE LOCATED AT 507 S. LAFAYETTE, SOUTH LYON, MI 48178, OAKLAND COUNTY**

be considered for \_\_\_\_\_  
 (Approval or Disapproval)

**APPROVAL****DISAPPROVAL**

Yeas: \_\_\_\_\_

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Absent: \_\_\_\_\_

It is the consensus of this legislative body that the application be:

\_\_\_\_\_ for issuance  
 (Recommended or Not Recommended) **(recommended above all others)**

State of Michigan \_\_\_\_\_)

County of \_\_\_\_\_)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the \_\_\_\_\_ at a \_\_\_\_\_  
 (Township Board, City or Village Council) (Regular or Special)

meeting held on \_\_\_\_\_  
 (Date)

(Signed) \_\_\_\_\_  
 (Township, City or Village Clerk)

SEAL

\_\_\_\_\_  
 (Mailing address of Township, City or Village)

# SOUTH LYON POLICE DEPARTMENT

*Lloyd T. Collins*  
Chief



## Memorandum

**To:** David Murphy, City Manager

**From:** Chief Lloyd T. Collins

**Subject:** New Liquor License Request  
South Lyon Moose Lodge #2685

**Date:** September 22, 2011

Pursuant to a request from the Michigan Liquor Control Commission, an investigation of South Lyon Moose Lodge #2685 was conducted relative to a request for a new Club License, to be located at 507 S. Lafayette, South Lyon, MI. The contact listed on the request is Russell E. Taylor, who is the Governor of the Moose Lodge. Other officers of the Moose Lodge include: Tim Stewart, Terry Firby, Frank Barraco, Lee Blaim Jr., Robert Kentworthy, Marvin VanGorden, Marvin VanGorden Jr., and George Williams.

All officers furnished personal information to facilitate investigation regarding licensing suitability. No disqualifying information was discovered relative to any of the Moose Lodge officers.

The Moose Lodge facility at 507 S. Lafayette is currently being remodeled, and is not ready for inspection. If the application is approved, it should be conditional, subject to final inspection. Final approval would be subject to compliance with all applicable City Building and Zoning Codes, as well as Sanitary and Fire regulations, issuance of a Certificate of Occupancy, and license approval by the Michigan Liquor Control Commission.





Michigan Department of Licensing and Regulatory Affairs  
**MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)**  
7150 Harris Drive, P.O. Box 30005  
Lansing, Michigan 48909-7505

**POLICE INVESTIGATION REPORT**  
(Authorized by MCL 436.1217 and R 436.1105; MAC)

**FOR MLCC USE ONLY**

Request ID # 616078

Business ID # 226496

Please conduct your investigation as soon as possible, complete all four sections of this report and return the completed report and fingerprint cards to the MLCC

**LICENSEE/APPLICANT NAME, BUSINESS ADDRESS AND LICENSING REQUEST:**

SOUTH LYON MOOSE LODGE # 2685, REQUESTS NEW CLUB LICENSE WITH DANCE-ENTERTAINMENT PERMIT, TO BE LOCATED AT 507 S. LAFAYETTE, SOUTH LYON, MI 48178, OAKLAND COUNTY.

**Section 1. APPLICANT INFORMATION**

APPLICANT #1:

N/A

APPLICANT #2:

N/A

DATE FINGERPRINTED:

DATE FINGERPRINTED:

DATE OF BIRTH:

Is the applicant a U.S. Citizen: ☐ Yes ☐ No\*

\*Does the applicant have permanent Resident Alien status?  
☐ Yes ☐ No\*

\*Does the applicant have a Visa? Enter status:

DATE OF BIRTH:

Is the applicant a U.S. Citizen: ☐ Yes ☐ No\*

\*Does the applicant have permanent Resident Alien status?  
☐ Yes ☐ No\*

\*Does the applicant have a Visa? Enter status:

\*\*Attach the fingerprint card and \$30.00 for each card and mail to the Michigan Liquor Control Commission\*\*

**ARREST RECORD:** ☐ Felony ☐ Misdemeanor

Enter record of all arrests and convictions (Attach a signed and dated sheet if more space is needed)

**ARREST RECORD:** ☐ Felony ☐ Misdemeanor

Enter record of all arrests and convictions (Attach a signed and dated sheet if more space is needed)

**Section 2. INVESTIGATION OF BUSINESS AND ADDRESS TO BE LICENSED**

Does applicant intend to have dancing, entertainment, topless activity, or extended hours permit?

☐ No ☒ Yes, complete LC-1636

Are motor vehicle fuel pumps at or directly adjacent to the establishment? ☒ No ☐ Yes, explain relationship:

**Section 3. LOCAL AND STATE CODES AND ORDINANCES, AND GENERAL RECOMMENDATIONS**

Will the applicant's proposed location meet all appropriate state and local building, plumbing, zoning, fire, sanitation and health laws and ordinances, if this license is granted? ☒ Yes ☐ No If No, indicate which state and local ordinances the location does not meet: ☐ Building ☐ Plumbing ☐ Zoning ☐ Fire ☐ Sanitation ☐ Health

**Section 4. RECOMMENDATION**

1. Is this applicant qualified to conduct this business if licensed?

☒ Yes ☐ No\*

2. Should the MLCC grant this request?

☒ Yes ☐ No\*

\*If any of the above questions were answered No, you must state your reasons for MLCC consideration of this recommendation on the back of this form or on an attached signed and dated sheet.

3. Is this recommendation subject to final inspection to determine that the proposed location meets all building, plumbing, zoning, fire, sanitation and health laws and ordinances?

☒ Yes ☐ No

4. Is this recommendation subject to any other conditions?

☐ Yes ☒ No

If Yes, list the conditions below or on an attached signed and dated sheet if more space is needed

*Shayla T. Collins*  
Signature (Sheriff or Chief of Police)

09/22/11

Date

SOUTH LYON POLICE DEPARTMENT



Michigan Department of Licensing and Regulatory Affairs  
**MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)**  
7150 Harris Drive, P.O. Box 30005  
Lansing, Michigan 48909-7505

## LAW ENFORCEMENT RECOMMENDATION

[Authorized by MCL 436.1916, R 436.1105(2)(d) and R 436.1403]

### FOR MLCC USE ONLY

Request ID # 616078

Business ID # 226496

JULY 22, 2011

TO:

Re: SOUTH LYON MOOSE LODGE # 2685

We have received a request from the above licensee for the type of permit indicated below. Please make an investigation and submit your recommendation to the offices of the MLCC at the above address. Questions about this request should be directed to Unit 3 of the Retail Licensing Division at (517) 636-0204.

☐ OFFICIAL PERMIT FOR EXTENDED HOURS OF OPERATION FOR:

Weekdays \_\_\_\_\_ A.M. to \_\_\_\_\_ A.M.

Sundays \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M.

☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

**NOTE:** If the applicant is requesting two separate extended hours permits and the permits are for **different hours** you must complete the box below. If additional space is needed please use reverse side of this form.

☐ OFFICIAL PERMIT FOR EXTENDED HOURS OF OPERATION FOR:

Weekdays \_\_\_\_\_ A.M. to \_\_\_\_\_ A.M.

Sundays \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M.

☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

☐ OFFICIAL PERMIT FOR EXTENDED HOURS OF OPERATION FOR:

Weekdays \_\_\_\_\_ A.M. to \_\_\_\_\_ A.M.

Sundays \_\_\_\_\_ A.M. to \_\_\_\_\_ P.M.

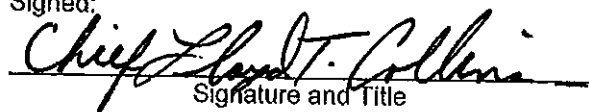
☐ Recommended ☐ Recommended, subject to final inspection ☐ Not Recommended

☒ **DANCE PERMIT (recommendation required)**

☐ Recommended ☒ Recommended, subject to final inspection ☐ Not Recommended

<input checked="" type="checkbox"/> <b>ENTERTAINMENT PERMIT</b> (recommendation required)
<input type="checkbox"/> Recommended <input checked="" type="checkbox"/> Recommended, subject to final inspection <input type="checkbox"/> Not Recommended
<input type="checkbox"/> <b>TOPLESS ACTIVITY PERMIT</b>
<input type="checkbox"/> Recommended <input type="checkbox"/> Recommended, subject to final inspection <input type="checkbox"/> Not Recommended
<input type="checkbox"/> <b>OUTDOOR SERVICE</b>
<input type="checkbox"/> Recommended <input type="checkbox"/> Recommended, subject to final inspection <input type="checkbox"/> Not Recommended
<input type="checkbox"/> <b>PARTICIPATION PERMIT</b>
<input type="checkbox"/> Recommended <input type="checkbox"/> Recommended, subject to final inspection <input type="checkbox"/> Not Recommended
<input type="checkbox"/> <b>ADDITIONAL BAR</b>
<input type="checkbox"/> Recommended <input type="checkbox"/> Recommended, subject to final inspection <input type="checkbox"/> Not Recommended
<input type="checkbox"/> <b>OTHER</b>
<input type="checkbox"/> Recommended <input type="checkbox"/> Recommended, subject to final inspection <input type="checkbox"/> Not Recommended

Signed:

  
Signature and Title

Lloyd T. Collins, Chief of Police  
Print Name and Title

SOUTH LYON POLICE DEPARTMENT

Date: September 22, 2011

rlb

# AGENDA NOTE

New Business: Item #7

**MEETING DATE:** November 28, 2011

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

**AGENDA TOPIC:** Redevelopment Liquor License

**EXPLANATION OF TOPIC:** In an effort to encourage economic development in the central business district, the City would like to designate the DDA as a Development District Area. This designation will assist the City in attracting more bars and restaurants to downtown as it offers potential business owners the opportunity to purchase a liquor license for \$20,000 from LCC, which is substantially less than the market value.

The LCC may issue one license for every \$200,000 of public and private investment in real and personal property in the district during the preceding five years. According to the affidavit from Mary Ritchie, the City would qualify for 9 licenses. These licenses are tied to the business and are not transferable and cannot be sold.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Resolution, Affidavit of the Assessor, LCC Overview, MEDC Factsheet, Draft Pre-Application for Redevelopment Liquor License.

**POSSIBLE COURSES OF ACTION:** Approve/do not approve the Resolution for Designation of Development District Area.

**RECOMMENDATION:** Approve the resolution.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the Resolution for Designation of Development District Area.

***Resolution Designation of Development District Area***

WHEREAS, the City Council establishes a Redevelopment Area pursuant to Act 501 of Public Acts of 2006, and;

WHEREAS, the City of South Lyon Downtown Development Authority District has realized considerable public and private investment within the past five years, and;

WHEREAS, the City of South Lyon shall provide to the Michigan Liquor Control Commission a map clearly identifying the boundaries of the DDA district, and;

WHEREAS, the City of South Lyon shall provide to the Michigan Liquor Control Commission an affidavit from the County Assessor, as certified by the City Clerk, stating the total amount of public and private investment in real and personal property within the DDA district, which shall not be less than \$200,000 for each license requested, over the preceding time period;

BE IT THEREFORE RESOLVED, the City Council hereby approves the designation of the City of South Lyon DDA district as the Development District Area for the purposes of the Redevelopment Project Area and Development District or Area Liquor Licenses (authorized by MCL 436.1521a).



L. BROOKS PATTERSON, OAKLAND COUNTY EXECUTIVE

C O U N T Y M I C H I G A N

DEPARTMENT OF MANAGEMENT AND BUDGET

EQUALIZATION DIVISION

July 8, 2011

Ms. Kristen Delaney, Director  
Community & Economic Development  
City of South Lyon  
335 South Warren  
South Lyon, MI 48178

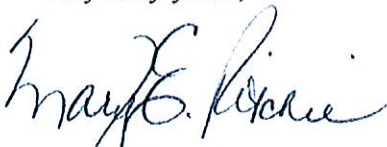
RE: MLCC Affidavit of the Assessor

Dear Ms. Delaney:

In response to your request, you will find enclosed herewith the Affidavit of the Assessor required for Applications to the Michigan Liquor Control Commission for Liquor Licenses you may consider in your Downtown Development District under MCL 436.1521a. This affidavit is limited to Private Investments associated with properties located within the boundaries of your DDA for tax years 2007-2011. Additionally, you will find as support documentation the Parcel Lists, for each year, detailing the parcel specific figures contributing to the totals represented in this affidavit, as required by the MLCC.

If you have any questions regarding the preparation of these documents, do not hesitate to contact me or Mary Ritchie at 248-975-9611 or 248-858-4029, respectively.

Very truly yours,



Mary E. Ritchie  
Appraiser II

11\_lcltr\_80.doc  
Enclosures

**AFFIDAVIT OF DAVID M. HIEBER**

STATE OF MICHIGAN )  
COUNTY OF OAKLAND )

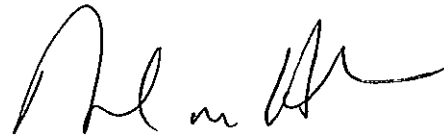
*8/1. 9 private*

NOW COMES **David M. Hieber**, and being  
as follows:

1. That I am the Assessor for the City of South Lyon, Michigan and make this affidavit to the Michigan Liquor Control Commission as required under Section 5 of the Michigan Liquor Control Act as to public on-premises licenses in addition to the City of South Lyon under Section 5.
2. As the Assessor for the **City of South Lyon** and after a diligent inquiry and review of the books and records of the **City of South Lyon**, I hereby certify to the Michigan Liquor Control Commission that the total amount of Private Investment, attributable to Building Permit Activity and new Personal Property, in their Downtown Development District (established under P.A. 197 of 1975) for the five (5) years preceding and ending December 31, 2010 are detailed as follows:

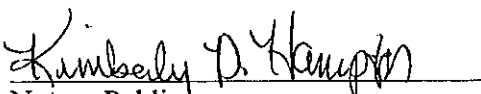
2007	(01/01/06 – 12/31/06)	420,200
2008	(01/01/07 – 12/31/07)	719,820
2009	(01/01/08 – 12/31/08)	255,540
2010	(01/01/09 – 12/31/09)	409,500
2011	(01/01/10 – 12/31/10)	136,580

Further deponent sayeth not.

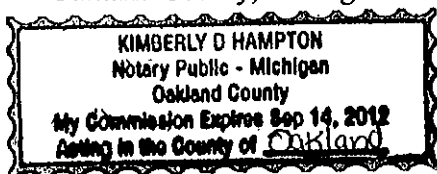


David M. Hieber

Subscribed and sworn to before me  
this 7<sup>th</sup> day of July, 2011

  
Notary Public  
Oakland County, Michigan

My Commission Expires 9-14-12



**City of South Lyon  
Private Investment - 2007**

**Private Investment - Real Property**

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
N/A	N/A	N/A	-
<b>Total Private Real Property:</b>			<b>-</b>

**Private Investment - Personal Property**

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
80-99-00-000-120	BROWN'S ROOTBEER & SANDW SHOP	399 S LAFAYETTE	700
80-99-00-000-180	C AND F SOUTH LYON APPLIANCE	135 E LAKE	20
80-99-00-000-340	KLUMP, TERRANCE	400 S LAFAYETTE	260
80-99-00-000-420	CREATIVE HAIR I	305 N LAFAYETTE	680
80-99-00-000-560	PHILLIPS FUNERAL HOME	122 W LAKE	2,440
80-99-00-000-570	PHILLIPS TRAVEL SERVICE	110 N LAFAYETTE	2,760
80-99-00-000-600	PITAK, DIANE M DDS	110 E LAKE	16,060
80-99-00-000-610	SOUTH LYON ANIMAL CLINIC PC	319 N LAFAYETTE	7,340
80-99-00-000-670	SOUTH LYON COLLISION	150 E MCHATTIE	7,440
80-99-00-000-680	FARLOW, DAVID A DDS	204 WHIPPLE	7,660
80-99-00-000-710	SOUTH LYON HOTEL	201 N LAFAYETTE	5,920
80-99-00-001-002	CHAMBER OF COMMERCE	125 N LAFAYETTE	280
80-99-00-001-011	SCREWIE LOUIE'S SPORTS	106 S LAFAYETTE	5,180
80-99-00-002-000	DEEP IMAGE	129 W LAKE, STE B	220
80-99-00-002-006	SOUTH LYON PHARMACY	116 N LAFAYETTE	5,820
80-99-00-002-007	SUNRISE DENTAL ASSOCIATES	314 N LAFAYETTE	3,520
80-99-00-002-018	MCGIVNEY, MATTHEW J.	161 WHIPPLE	40
80-99-00-002-023	BISTRO 127	127 E LAKE	67,240
80-99-00-003-016	FRAME GALLERY	101 S LAFAYETTE, STE A	180
80-99-00-003-027	HEALTHSTYLES PHYSICAL REHAB	301 S LAFAYETTE	3,240
80-99-00-004-009	SOUTH LYON MOTORS INC	215 S LAFAYETTE	460
80-99-00-004-010	DEPTULA PERFORMANCE	333 S LAFAYETTE	800
80-99-00-004-013	LYON COMMUNICATIONS	228 S LAFAYETTE	100
80-99-00-004-016	SPECIALITY MEDICINE	116 N LAFAYETTE, STE B	8,880
80-99-00-004-017	ACCESS MTG & FINANCIAL	327 N LAFAYETTE	480
80-99-00-004-021	LAKE ST. MERCHANTILE	115 E LAKE	7,820
80-99-00-004-024	RIDGEWOOD COUNSELING CENTER	303 N LAFAYETTE	1,800
80-99-00-004-025	HEALTH EMPORIUM	129 W LAKE, STE A	5,000
80-99-00-005-004	ALLEN PHYSICAL THERAPY	304 N LAFAYETTE	400
80-99-00-005-008	INTERACTIVE FINANCIAL CORP	415 S LAFAYETTE	200
80-99-00-005-015	ROSEY'S CHILD CARE CENTER	350 S LAFAYETTE	3,180
80-99-00-005-041	LODOXNA LLC	108 E LAKE	960
80-99-00-006-000	IMPERIUM COMMERCIAL CAPITAL	131 N LAFAYETTE, STE 2	17,800
80-99-00-006-003	GALLERY CAFE	101 S LAFAYETTE, STE A	3,940
80-99-00-006-004	AURIEL JEWELRY DESIGN	108 N LAFAYETTE	200
80-99-00-006-006	THERAPEUTIC MASSAGE	410 N LAFAYETTE	40
80-99-00-006-012	LYON SHOE REPAIR SV	110 N WELLS	100
80-99-00-006-014	REMAX CLASSIC	417 S LAFAYETTE	11,200
80-99-00-007-000	ALLSTATE AGENCY	129 W LAKE, STE 3	1,000
80-99-00-007-006	LISAS NAIL LOFT	327 N LAFAYETTE	200
80-99-00-007-008	GENESIS TESTING AND	161 WHIPPLE	5,360
80-99-00-007-009	JMB MECHANICAL	415 S LAFAYETTE	260
80-99-00-007-010	EDWARD JONES INVESTMENTS	413 S LAFAYETTE	8,460
80-99-00-007-016	JANS SKIN SPA	105 N LAFAYETTE, STE 205	8,940
80-99-00-007-017	STUDIO 105 HAIR DESIGN	105 N LAFAYETTE, STE 206	1,000
80-99-00-095-014	SOUTH LYON DENTAL GROUP	201 S LAFAYETTE	9,460
80-99-00-097-010	TEKNICOLORS PAINTS	117 N LAFAYETTE	500
80-99-00-099-019	PRO PIZZA II INC	294 N LAFAYETTE	7,180



**City of South Lyon  
Private Investment - 2007**

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
80-99-00-099-021	BIFANO EYECARE	317 N LAFAYETTE	560
80-99-00-099-029	JACOB STRECKER, CPA	415 S LAFAYETTE	3,520
80-99-00-200-180	SOUTH LYON RESALE LTD	120 E LAKE	140
80-99-00-200-510	FARMERS INSURANCE GROUP	410 N LAFAYETTE	200
80-99-00-300-230	STATE FARM MUTUAL AUTO INS	121 E LAKE	1,920
80-99-00-300-280	JAMES J CAREY CPA	138 E LIBERTY	4,720
80-99-00-300-530	SOUTH LYON CINEMA	126 E LAKE	134,180
80-99-00-300-600	DIANE'S DOLL HOUSE	102 N LAFAYETTE	120
80-99-00-300-630	WENDYS	440 S LAFAYETTE	20,860
80-99-00-300-800	LIGHTENING AUTO WASH	321 WASHINGTON	5,640
80-99-00-300-860	STATE FARM MUTUAL INS	121 E LAKE	660
80-99-00-300-880	REAL ESTATE ONE INC	346 N LAFAYETTE	560
80-99-00-400-040	WEIPERT, PHILIP J ATTORNEY	415 S LAFAYETTE, #100	200
80-99-00-400-310	QUALITY INSURANCE SERVICES	214 S LAFAYETTE	720
80-99-00-400-460	HEALTHSTYLES PHYSICAL REHAB	301 S LAFAYETTE	2,880
80-99-00-400-650	MC HATTIE CENTER ASSOCIATES	415 S LAFAYETTE	520
80-99-00-400-790	BOB'S BARBER STYLING	327 N LAFAYETTE	80

**Total Private Personal Property: 420,200**

**Total PRIVATE Real/Personal Property: 420,200**

**City of South Lyon  
Private Investment - 2008**

**Private Investment - Real Property**

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
80-21-29-101-008	WALDENMAYER COFFEY LLC	134 E LAKE	286,260
<b>Total Private Real Property:</b>			<b>286,260</b>

**Private Investment - Personal Property**

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
80-99-00-000-011	MICHIGAN LIFE & HEALTH	415 S LAFAYETTE ST	540
80-99-00-000-120	BROWN'S ROOTBEER & SANDW SHOP	399 S LAFAYETTE ST	1,660
80-99-00-000-150	SPARKLE D CAR WASH	188 WHIPPLE, #D5	3,440
80-99-00-000-340	KLUMP, TERRANCE	400 S LAFAYETTE ST	300
80-99-00-000-560	PHILLIPS FUNERAL HOME	122 W LAKE	11,780
80-99-00-000-570	PHILLIPS TRAVEL SERVICE	110 N LAFAYETTE	3,100
80-99-00-000-600	PITAK, DIANE M DDS	110 E LAKE	29,580
80-99-00-000-670	SOUTH LYON COLLISION	150 E MCHATTIE ST	13,440
80-99-00-000-680	FARLOW, DAVID A DDS	204 WHIPPLE	2,320
80-99-00-000-700	SOUTH LYON HERALD	101 N LAFAYETTE ST	1,480
80-99-00-000-710	SOUTH LYON HOTEL INC	201 N LAFAYETTE ST	52,400
80-99-00-000-740	NORM'S TOTAL AUTOMOTIVE	115 W LAKE	7,160
80-99-00-002-007	SUNRISE DENTAL ASSOCIATES	314 N LAFAYETTE	10,260
80-99-00-004-009	SOUTH LYON MOTORS INC	215 S LAFAYETTE ST	1,760
80-99-00-004-016	SPECIALITY MEDICINE	116 N LAFAYETTE, STE B	4,000
80-99-00-004-021	LAKE STREET MERCHANTILE	115 E LAKE ST	3,820
80-99-00-005-015	ROSEY'S CHILD CARE CENTER	350 S LAFAYETTE ST	33,000
80-99-00-006-004	AURIEL JEWELRY DESIGN	108 N LAFAYETTE	1,100
80-99-00-006-005	KNITTING DEN THE	320 N LAFAYETTE	1,680
80-99-00-007-010	EDWARD JONES INVESTMENTS	413 S LAFAYETTE ST	2,640
80-99-00-008-000	DRIVEN TECHNOLOGY	111 E LAKE ST	10,000
80-99-00-008-006	GRAND TRUNK HOME	105 N LAFAYETTE ST	8,380
80-99-00-008-007	SOUTH LYON E-Z BAY	127 N LAFAYETTE ST	1,000
80-99-00-008-008	DIVINE YOGA & MASSAGE	105 N LAFAYETTE ST, STE 100	3,460
80-99-00-008-009	VANDYK MORTGAGE	125 N LAFAYETTE ST	5,000
80-99-00-008-013	BELLA LUNA	134 E LAKE ST	100,000
80-99-00-095-014	SOUTH LYON DENTAL GROUP	201 S LAFAYETTE ST	4,540
80-99-00-099-019	PRO PIZZA II INC	294 N LAFAYETTE	1,540
80-99-00-099-029	STRECKER CPA, JACOB	415 S LAFAYETTE ST	680
80-99-00-100-140	KAPLAN, LARRY	410 N LAFAYETTE	880
80-99-00-100-190	LAFAYETTE PARTY STORE	264 N LAFAYETTE	31,220
80-99-00-100-980	SOUTH LYON VILLAGE BAKERY	222 S LAFAYETTE ST	980
80-99-00-300-230	STATE FARM MUTUAL AUTO INS	121 E LAKE	1,180
80-99-00-300-630	WENDYS	440 S LAFAYETTE ST	56,540
80-99-00-300-800	LIGHTENING AUTO WASH	321 WASHINGTON	1,180
80-99-00-300-880	REAL ESTATE ONE INC	346 N LAFAYETTE	16,940
80-99-00-300-950	FAMILY CARE CHIROPRACTIC	327 N LAFAYETTE	4,580
<b>Total Private Personal Property:</b>			<b>433,560</b>

**Total PRIVATE Real/Personal Property: 719,820**

**City of South Lyon  
Private Investment - 2009**

**Private Investment - Real Property**

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
N/A	N/A	N/A	-
<b>Total Private Real Property:</b>			<b>-</b>

**Private Investment - Personal Property**

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
80-99-00-000-120	BROWN'S ROOTBEER & SANDW SHOP	399 S LAFAYETTE ST	5,820
80-99-00-000-340	KLUMP, TERRANCE	400 S LAFAYETTE ST	140
80-99-00-000-560	PHILLIPS FUNERAL HOME	122 W LAKE	1,700
80-99-00-000-570	PHILLIPS TRAVEL SERVICE	110 N LAFAYETTE	2,680
80-99-00-000-610	SOUTH LYON ANIMAL CLINIC PC	319 N LAFAYETTE	2,280
80-99-00-000-670	SOUTH LYON COLLISION	150 E MCHATTIE ST	46,960
80-99-00-000-680	FARLOW, DAVID A DDS	204 WHIPPLE	11,620
80-99-00-002-007	SUNRISE DENTAL ASSOCIATES	314 N LAFAYETTE	4,100
80-99-00-004-010	DEPTULA PERFORMANCE	333 S LAFAYETTE ST	1,000
80-99-00-004-016	SPECIALITY MEDICINE	116 N LAFAYETTE, STE B	4,260
80-99-00-004-021	LAKE STREET MERCHANTILE	115 E LAKE ST	3,460
80-99-00-005-015	ROSEY'S CHILD CARE CENTER	350 S LAFAYETTE ST	23,160
80-99-00-006-004	AURIEL JEWELRY DESIGN	108 N LAFAYETTE	260
80-99-00-007-000	ALLSTATE AGENCY	129 W LAKE, STE 3	7,280
80-99-00-007-008	GENESIS TESTING AND	415 S LAFAYETTE ST	360
80-99-00-007-010	EDWARD JONES INVESTMENTS	413 S LAFAYETTE ST	1,240
80-99-00-008-006	GRANDE TRUNKE HOME	105 N LAFAYETTE ST	320
80-99-00-008-008	DIVINE YOGA & MASSAGE	105 N LAFAYETTE ST, STE 100	1,380
80-99-00-009-002	MAYFAIR REALTY	415 S LAFAYETTE ST	1,000
80-99-00-009-006	KATHLEENS	131 N LAFAYETTE ST	3,600
80-99-00-009-009	WOODSTREAM BUILDING SERVICES	104 N LAFAYETTE ST	40,000
80-99-00-009-013	CO REUTER - THE SALON	116 N LAFAYETTE ST	50,000
80-99-00-099-006	TAEKWONDO CENTERS	131 E LAKE	140
80-99-00-099-016	SOUTH LYON CYCLE & SPORTS	209 S LAFAYETTE ST	4,000
80-99-00-300-230	STATE FARM MUTUAL AUTO INS	121 E LAKE	800
80-99-00-300-630	WENDYS	440 S LAFAYETTE ST	11,460
80-99-00-300-800	LIGHTENING AUTO WASH	321 WASHINGTON	18,400
80-99-00-300-880	REAL ESTATE ONE INC	346 N LAFAYETTE	5,140
80-99-00-300-950	FAMILY CARE CHIROPRACTIC	208 E MCHATTIE ST	3,000
<b>Total Private Personal Property:</b>			<b>255,540</b>
<b>Total PRIVATE Real/Personal Property:</b>			<b>255,540</b>

**City of South Lyon  
Private Investment - 2010**

**Private Investment - Real Property**

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
80-21-19-476-018	KELDAN, INC.	201 N LAFAYETTE	24,020
<b>Total Private Real Property:</b>			<b>24,020</b>

**Private Investment - Personal Property**

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
80-99-00-000-150	SPARKLE D CAR WASH	188 WHIPPLE ST, # D5	2,320
80-99-00-000-560	PHILLIPS FUNERAL HOME	122 W LAKE ST	4,860
80-99-00-000-570	PHILLIPS TRAVEL SERVICE	110 N LAFAYETTE ST	3,180
80-99-00-000-600	PITAK, DIANE M DDS	110 E LAKE ST	27,620
80-99-00-000-610	SOUTH LYON ANIMAL CLINIC PC	319 N LAFAYETTE ST	1,220
80-99-00-000-670	SOUTH LYON COLLISION	150 E MCHATTIE ST	1,640
80-99-00-000-680	FARLOW, DAVID A DDS	204 WHIPPLE ST	107,440
80-99-00-000-710	SOUTH LYON HOTEL INC	201 N LAFAYETTE ST	66,580
80-99-00-002-007	SUNRISE DENTAL ASSOCIATES	314 N LAFAYETTE ST	13,740
80-99-00-002-014	AMERICAN GUILD CORP	125 W LAKE ST	5,860
80-99-00-003-027	HEALTHSTYLES PHYSICAL REHAB	301 S LAFAYETTE ST	4,320
80-99-00-004-009	SOUTH LYON MOTORS INC	215 S LAFAYETTE ST	17,900
80-99-00-004-016	SPECIALITY MEDICINE	116 N LAFAYETTE ST, STE B	9,840
80-99-00-004-021	LAKE STREET MERCANTILE	115 E LAKE ST	3,000
80-99-00-005-015	ROSEY'S CHILD CARE CENTER	350 S LAFAYETTE ST	1,560
80-99-00-006-004	AURIEL JEWELRY DESIGN	108 N LAFAYETTE ST	180
80-99-00-007-000	ALLSTATE AGENCY	129 W LAKE ST, STE 3	5,700
80-99-00-007-010	EDWARD JONES INVESTMENTS	413 S LAFAYETTE ST	220
80-99-00-007-016	JANS SKIN SPA	105 N LAFAYETTE ST, STE 205	4,020
80-99-00-008-006	GRANDE TRUNKE HOME	105 N LAFAYETTE ST, STE A	140
80-99-00-009-005	GLAZY DAYS	101 S LAFAYETTE ST	2,000
80-99-00-009-006	KATHLEENS	131 N LAFAYETTE ST	1,160
80-99-00-009-007	CASA DE AMICI	129 N LAFAYETTE ST	1,000
80-99-00-009-013	CO REUTER - THE SALON	116 N LAFAYETTE ST, STE A	7,000
80-99-00-010-002	BRENDA W SMITH & CO PC	417 S LAFAYETTE ST	5,000
80-99-00-010-003	KDM P.O.P SOLUTIONS	417 S LAFAYETTE ST	1,220
80-99-00-010-005	MORTGAGE 1 INC	415 S LAFAYETTE ST, STE 415	2,280
80-99-00-010-006	DONNER SIGNS LLC	415 S LAFAYETTE ST, STE 415	3,400
80-99-00-010-014	JENELLE M KIERNAN	125 N LAFAYETTE ST	1,000
80-99-00-010-015	YOUTHODOLOGY	105 N LAFAYETTE ST, STE 201	2,000
80-99-00-010-016	REMAX	327 N LAFAYETTE ST	2,000
80-99-00-010-023	EMMA'S GRAPHICS	226 S LAFAYETTE ST	10,000
80-99-00-010-028	DAYTONA STORAGE	125 W LAKE ST	36,360
80-99-00-010-033	EVERYDAY SOLEIL LLC	161 WHIPPLE ST	1,120
80-99-00-010-045	VERIZON CREDIT INC		2,820
80-99-00-010-046	GE EQUIP SMALL TICKET LLC		2,440
80-99-00-099-006	TAEKWONDO CENTERS	131 E LAKE ST	380
80-99-00-099-029	STRECKER CPA, JACOB	415 S LAFAYETTE ST	380
80-99-00-300-230	STATE FARM MUTUAL AUTO INS	121 E LAKE ST	280
80-99-00-300-630	WENDYS	440 S LAFAYETTE ST	3,480
80-99-00-300-800	LIGHTENING AUTO WASH	321 WASHINGTON ST	7,940
80-99-00-300-880	REAL ESTATE ONE INC	346 N LAFAYETTE ST	680
80-99-00-300-950	FAMILY CARE CHIROPRACTIC	208 E MCHATTIE ST	3,640
80-99-00-400-460	HEALTHSTYLES PHYSICAL REHAB	301 S LAFAYETTE ST	5,200
80-99-00-400-650	MC HATTIE CENTER ASSOCIATES	415 S LAFAYETTE ST	1,380
<b>Total Private Personal Property:</b>			<b>385,480</b>

**Total PRIVATE Real/Personal Property: 409,500**

**City of South Lyon  
Private Investment - 2011**

**Private Investment - Real Property**

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
N/A	N/A	N/A	-
<b>Total Private Real Property:</b>			<b>-</b>

**Private Investment - Personal Property**

<u>Parcel No.</u>	<u>Name</u>	<u>Address</u>	<u>TCV</u>
80-99-00-000-120	BROWN'S ROOTBEER & SANDW SHOP	399 S LAFAYETTE ST	3,260
80-99-00-000-560	PHILLIPS FUNERAL HOME	122 W LAKE ST	740
80-99-00-000-570	PHILLIPS TRAVEL SERVICE	110 N LAFAYETTE ST	11,360
80-99-00-000-600	PITAK, DIANE M DDS	110 E LAKE ST	16,720
80-99-00-000-610	SOUTH LYON ANIMAL CLINIC PC	319 N LAFAYETTE ST	1,940
80-99-00-002-007	SUNRISE DENTAL ASSOCIATES	314 N LAFAYETTE ST	560
80-99-00-003-027	HEALTHSTYLES PHYSICAL REHAB	301 S LAFAYETTE ST	1,680
80-99-00-004-009	SOUTH LYON MOTORS INC	215 S LAFAYETTE ST	7,020
80-99-00-004-016	SPECIALITY MEDICINE	116 N LAFAYETTE ST, STE B	7,220
80-99-00-006-003	TUSCAN CAFE	101 S LAFAYETTE ST	3,000
80-99-00-007-000	ALLSTATE AGENCY	129 W LAKE ST, STE 3	640
80-99-00-007-008	GENESIS TESTING AND	415 S LAFAYETTE ST, STE 106	100
80-99-00-007-010	EDWARD JONES INVESTMENTS	413 S LAFAYETTE ST	2,460
80-99-00-007-016	JANS SKIN SPA	105 N LAFAYETTE ST, STE 205	1,040
80-99-00-008-006	GRANDE TRUNKE HOME	105 N LAFAYETTE ST, STE A	2,480
80-99-00-009-005	GLAZY DAYS	101 S LAFAYETTE ST	2,680
80-99-00-010-005	MORTGAGE 1 INC	415 S LAFAYETTE ST, STE 101	500
80-99-00-010-016	REMAX FINE HOMES	327 N LAFAYETTE ST	100
80-99-00-010-020	WOLF FINANCIAL	127 N LAFAYETTE ST	1,500
80-99-00-010-033	EVERYDAY SOLEIL LLC	108 E LAKE ST, STE B	80
80-99-00-011-001	FREEDOM DEVELOPMENT GROUP	417 S LAFAYETTE ST	5,000
80-99-00-011-002	WICKHAM BUILDING GROUP	417 S LAFAYETTE ST	3,000
80-99-00-011-006	MICHELLE'S HAIR STUDIO	104 N LAFAYETTE ST	26,160
80-99-00-011-007	GREEN EYED LADY	104 N LAFAYETTE ST	2,100
80-99-00-099-011	JARRATT ARCHITECTURE INC	108 N LAFAYETTE ST	1,660
80-99-00-099-021	BIFANO EYECARE	317 N LAFAYETTE ST	19,480
80-99-00-099-029	STRECKER CPA, JACOB	415 S LAFAYETTE ST, STE 100	160
80-99-00-200-180	SOUTH LYON RESALE LLC	120 E LAKE ST	400
80-99-00-200-660	FOLEY, LEO J	335 N LAFAYETTE ST	280
80-99-00-300-230	STATE FARM MUTUAL AUTO INSURANCE	121 E LAKE ST	1,200
80-99-00-300-800	LIGHTENING AUTO WASH	321 WASHINGTON AVE	960
80-99-00-300-880	REAL ESTATE ONE INC	346 N LAFAYETTE ST	980
80-99-00-400-460	HEALTHSTYLES PHYSICAL REHAB	301 S LAFAYETTE ST	10,120
<b>Total Private Personal Property:</b>			<b>136,580</b>
<b>Total PRIVATE Real/Personal Property:</b>			<b>136,580</b>



Michigan Department of Labor & Economic Growth  
**MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)**  
7150 Harris Drive, P.O. Box 30005  
Lansing, Michigan 48909-7505  
517-322-1345

**REDEVELOPMENT PROJECT AREA AND DEVELOPMENT  
DISTRICT OR AREA LIQUOR LICENSES**

[Authorized by MCL 436.1521a]

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This information is relative to the new type of on-premises licenses created by Act 501 of the Public Acts of 2006, being Section 521a(1) of the Michigan Liquor Control Code of 1998, being MCL 436.1521a(1).

**436.1521a(1)(a)** of the Michigan Compiled Laws provides that in addition to the number of licenses available in cities under section 531(1), they may issue licenses to the following:

(a) Licenses to establishments that are located in a city **redevelopment project area** meeting the criteria described in subsections (3) and (4) that are engaged in activities determined by the commission to be related to dining, entertainment, or recreation.

An **application for a license under Section 521a(1)(a)** will not be authorized for investigation until the Commission receives the following documentation from the local unit of government in which the redevelopment project area is located:

- (1) A resolution from the governing body of the city establishing the redevelopment project area.
- (2) A map which clearly reflects and outlines where the redevelopment project area is located within the local unit of government.
- (3) Affidavit from the assessor, as certified by the city clerk, stating the total amount of investment in real and personal property within the redevelopment project area of the city during the preceding 3 year time period. \*In the case of an applicant seeking a license under this section within the first license cycle after December 29, 2006 (12-30-06 through 04-30-08), the time period described in this subdivision may be up to 5 years. In a city having a population between 80,000 and 85,000 according to the 2000 federal decennial census the time period may be up to 7 years, if the application is submitted within the first 6 months after December 29, 2006.\*
- (4) Affidavit from the assessor, as certified by the city clerk, separately stating the amount of the investment money expended for manufacturing, industrial, residential, and commercial development within the redevelopment project area of the city during the preceding 3 year time period. \*In the case of an applicant seeking a license within the first license cycle after December 29, 2006 (12-29-06 through 04-30-08), the time period described in this subdivision may be up to 5 years. In a city having a population between 80,000 and 85,000 according to the 2000 federal decennial census, then the time period may be up to 7 years, if the application is submitted within the first 6 months after December 29, 2006.\*
- (5) The affidavit from the assessor must also indicate the amount of commercial investment in the redevelopment project area within the city, which shall constitute at least 25% of the total investment in real and personal property in that redevelopment project area.

(6) The total investment in real and personal property in the redevelopment project area within the city over the appropriate time period as previously described, shall be at least 1 of the following:

- (a) Not less than \$50,000,000 in cities having a population of 50,000 or more.
- (b) Not less than an amount reflecting \$1,000,000 per 1,000 people in cities having a population of less than 50,000.

The Commission may issue one license for the monetary threshold described in 6(a) and 6(b) above. One additional license may be issued for each major fraction over and above the original monetary threshold.

(7) A resolution which approves a specific applicant (individual, corporation, limited liability company, limited partnership), at a specific location "ABOVE ALL OTHERS".

In order for the Liquor Control Commission to implement the licensing investigation process for applications under the provisions of 436.1521a(1)(a) of the Michigan Compiled Laws, the Commission must be in receipt of the above noted documentation from the local unit of government, either with the application or separately. Upon receipt of the documentation from the local unit of government and the necessary application forms, other required documents and inspection fees, the application will be authorized for investigation. The applicants for these types of licenses must demonstrate, at the time of investigation, the following:

- (a) That the establishment provides dining, entertainment or recreation not less than 5 days per week.
- (b) That the establishment is open to the public not less than 10 hours per day, 5 days per week.

**436.1521a(1)(b)** of the Michigan Compiled Laws provides that in addition to the number of licenses available in cities under section 531(1), they may issue licenses to the following:

(b) Licenses to establishments that are located in a **development district or area** that are any of the following:

- (i) An authority district established under the tax increment finance authority act, 1980, PA 450, MCL 125.1801 to 125.1830.
- (ii) A development area established under the corridor improvement authority act, 2005 PA 280, MCL 125.2871 to 125.2898.
- (iii) A downtown district established under 1975 PA 197, MCL 125.1651 to 125.1681.
- (iv) A principal shopping district established under 1961 PA 120, MCL 125.981 to 125.990m.

An application for a license under Section 521a(1)(b) will not be authorized for investigation until the Commission receives the following documentation from the local unit of government in which the redevelopment project area is located:

- (1) A resolution from the governing body of the city establishing the development district as a redevelopment project area.

(2) A map which clearly reflects and outlines where the development district or area is located within the local unit of government.

(3) Certification from the local governmental body which identifies the statutory provision under which the development district or area is established.

(4) An affidavit from the assessor as certified by the city, village or township clerk of the local governmental unit, which states the total amount of public and private investment in real and personal property within the qualified development district, which shall not be less than \$200,000 over preceding 5 year time period.

The Commission may issue one license for the monetary threshold previously described. One additional license may be issued for each major fraction over and above the original monetary threshold.

(5) A resolution which approves a specific applicant (individual, corporation, limited liability company, limited partnership), at a specific location "ABOVE ALL OTHERS".

In order for the Liquor Control Commission to implement the licensing investigation process for applications under the provisions of 436.1521a(1)(b) of the Michigan Compiled Laws, the Commission must be in receipt of the above noted documentation from the local unit of government, either with the application or separately. Upon receipt of the documentation from the local unit of government and the necessary application forms, other required documents and inspection fees, the application will be authorized for investigation. The applicants for these types of licenses must demonstrate, at the time of investigation, the following:

(1) That the amount expended for the rehabilitation or restoration of the building that houses the licensed premises shall be not less than \$75,000 over a period of the preceding 5 years or a commitment for a capital investment of at least that amount in the building that houses the licensed premises, which must be expended before the issuance of the license.

(2) That the licensed business is engaged in dining, entertainment or recreation, that is open to the general public, with a seating capacity of not less than 50 persons.

**You should also be aware of the following:**

- The initial enhanced license fee for licenses issued under 436.1521a(1)(a) or (b) of the Michigan Compiled Laws is \$20,000.
- A licensee may transfer ownership of the license; however, the licenses issued under these subsections may **not be** transferred to another location.
- If the licensee goes out of business, the licensee shall surrender the license to the Commission. The governing body of the local governmental unit may approve another applicant within the redevelopment project area or development district area to replace a licensee who has surrendered the license to the Commission.
- Do not invest any money in improvements or bind yourself in any agreements until you have been officially notified by the Michigan Liquor Control Commission that your request has been approved.
- The individual signing the application shall state and demonstrate that they attempted to secure an appropriate on-premises escrowed licenses or quota license which may be available within the local unit of government in which the applicant proposes to operate.

###



## REDEVELOPMENT LIQUOR LICENSES

Through the provisions of Public Act 501 of 2006, the Liquor Control Commission (LCC) may issue new public on-premises liquor licenses to local units of government. In order to allow cities to enhance the quality of life for their residents and visitors to their communities, the LCC may issue public on-premises licenses in addition to those quota licenses allowed in cities under section 531 (L) of the Michigan Liquor Control Code, Public Act 58 of 1998 as amended.

### WHO IS ELIGIBLE TO APPLY?

A business must be located in either a Business District listed below or in a City Redevelopment Area, as defined in Sec. 521a (2)(c).

- Tax Increment Finance Authority (TIFA) PA 450 of 1980
- Corridor Improvement Authority (CIA) PA 280 of 2006
- Downtown Development Authority (DDA) PA 197 of 1975
- Principal Shopping District (PSD) PA 120 of 1961

### Applicants in these Businesses Districts must:

- Be a business engaged in dining, entertainment or recreation and open to the general public.
- Have a seating capacity of at least 25 people.
- Have spent at least \$75,000 for the rehabilitation or restoration of the building where the license will be housed over a period of the preceding five years or a commitment for a capital investment of at least \$75,000 that will be spent before the issuance of the license.
- Show that the total amount of private and public investment in real and personal property in a District listed above was at least \$200,000 in the period covering the preceding five years.

The LCC may issue one license for each of the above (\$200,000) monetary thresholds reached and for each major fraction thereof after the initial threshold is reached.

The LCC may also issue Redevelopment Liquor Licenses to businesses located in a City Redevelopment Area (there may be more than one in a city).

### Applicants in City Redevelopment Areas must:

- Be a business engaged in dining, entertainment or recreation.
- Be open to the general public at least 10 hours per day, five days per week.
- Have a seating capacity of at least 25 people.
- Adopt a resolution from the governing body of the city establishing the redevelopment project area.
- Provide a map which clearly reflects and outlines where the redevelopment project area is located within the local unit of government.
- Provide an affidavit from the assessor, as certified by the city clerk, stating the total amount of investment in real and personal property within the redevelopment project area of the city during the preceding three year time period. In the case of an applicant seeking a license under this section within the first license cycle after the effective date of this legislation December 29, 2006, the time period may be up to five years.
- Relative to a license issued in a City Redevelopment Project Area, the amount of commercial investment in the redevelopment project area within the city shall constitute not less than 25 percent of the total investment in real and personal property as evidenced by an affidavit of the city assessor.
- A resolution which approves a specific applicant (individual, corporation, limited liability company, limited partnership) at a specific location.



- Have total investment over the last three years (or last five years for an applicant applying during the first license cycle after the bill's effective date) in real and personal property in the redevelopment area of:
  - > At least \$50 million in cities having a population of 50,000 or more, or at least \$1 million per 1,000 people in cities of less than 50,000.

The LCC may issue a license when one of the above-mentioned monetary thresholds is met.

### HOW TO APPLY

**To be considered for the license by the LCC:** The local unit of government must pass a resolution approving the applicant for an on-premise liquor license pursuant to PA 501 of 2006. If the business is located in a City Redevelopment Project Area the resolution should indicate the license be issued under Section 521a (1)a of PA 501 of 2006. If the business is located in a DDA, TIFA, PSD, etc., the resolution should indicate the license be issued under Section 521a (1)b of PA 501 of 2006.

- The resolution and application ideally should be submitted at the same time.

Applications can be obtained from the LCC by downloading via the internet at [www.michigan.gov/documents/cis/CIS\\_LCC\\_lc687\\_181912\\_7.pdf](http://www.michigan.gov/documents/cis/CIS_LCC_lc687_181912_7.pdf) or by calling 517.322.1400.

### All applicants will:

- 1) Need to demonstrate that they have attempted to purchase a readily available escrowed or quota on-premise license within the municipality that they want to operate, and that a license was not available.
- 2) Pay a \$20,000 fee for the license.

Upon receipt of the documentation from the local unit of government, the necessary application forms, other required documents and inspection fees, the application will be authorized for investigation.

The LCC will not transfer a license issued under this act to another location. If the licensee goes out of business, the licensee shall surrender the license to the LCC. The governing body of the local governmental unit may approve another applicant within the redevelopment project area or development district to replace a licensee who has surrendered the license to the LCC.

### IMPORTANT NOTE

Do not invest any money in improvements or bind yourself in any agreements until you have been officially notified by the LCC that your request has been approved.

### SUPPORTING STATUTE

Public Act 501 of 2006

For more information contact the MEDC Customer Assistance Center at 517.373.9808.



## CITY OF SOUTH LYON REDEVELOPMENT LIQUOR LICENSE PRE-APPLICATION

**Instructions to Applicants:** If you are applying for a City of South Lyon Development District License, within the Downtown Development Authority Area (see map), this form must be completed. Please include copies of two pieces of personal identification. Indicate, by checking YES or NO, if your establishment meets the following criteria:

1. Is the business to be licensed within the geographic boundaries of the City of South Lyon Downtown Development Authority District? ☐ **Yes** ☐ **No** (Please indicate proposed location on the attached map.)

**Complete name and address of business to be licensed** \_\_\_\_\_

**Personal Property ID (for existing business)** \_\_\_\_\_

2. Applicants for development district licenses, must demonstrate to City of South Lyon and the Michigan Liquor Control Commission (MLCC), at the time of investigation, that the amount expended for the rehabilitation or restoration of the building that houses the licensed premises shall be not less than \$75,000 over a period of the preceding five years or a commitment for a capital investment of at least that amount in the building that houses the licensed premises, which must be expended before the issuance of the license. At the time of application, can your business demonstrate this requirement? ☐ **Yes** ☐ **No** (Please attach supporting financial information for verification.)
3. Will the licensed business engage in dining, entertainment or recreation, that is open to the general public, with a seating capacity of not less than 50 persons? ☐ **Yes** ☐ **No** (Please attach current or proposed floor plan that supports seating capacity.)
4. Will the licensed business generate 50% or more of its revenue from food and non-alcoholic drink sales?  
☐ **Yes** ☐ **No**
5. What type of on-premise sales are you interested in applying for? Check all that apply. (Checking the boxes does not guarantee award of any or all categories.)  
☐ **Beer** ☐ **Wine** ☐ **Spirits (hard liquor)**
6. Please describe (on an attached sheet) how your business will do the following, if issued a license:
- Prevent deterioration in the DDA district and promote economic growth by:
    - creating new employment opportunities
    - adding new tax value through the purchase of new equipment and/or building improvements
  - Represents a desired land use as determined by the City's area master plan and zoning requirements.
  - Contribute to the mix of dining/drinking, entertainment and recreational existing establishments (describe unique characteristics).

\_\_\_\_\_  
**Signature of Applicant**

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

\_\_\_\_\_  
**Printed Name**

If any of the above questions have been answered NO, the applicant is not eligible to apply for a Development District License as designated under Michigan State Law (Public Act 501 of 2006). Applicants that can not meet the minimum criteria will not be considered by



the City of South Lyon. Do NOT fill out an application.

If all of the above questions have been answered YES, the applicant is eligible to apply for a Development District License. The next step in the application process is to contact the City Manager at (248) 437-1735. To inquire about other licensing opportunities, including transfers of existing Class C licenses, please contact the Michigan Liquor Control Commission directly. All transferred licenses begin at the State level. MLCC On-Premises Licensing Division (517) 322-1400.



## CITY OF SOUTH LYON DEVELOPMENT DISTRICT LIQUOR LICENSES FACT SHEET

Public Act 501 of 2006 amended the Michigan Liquor Control Code, effective December 29, 2006, to allow the Liquor Control Commission (MLCC) to issue public on-premises licenses, in addition to the population-based quota licenses allowed under the Code, to businesses engaged in activities related to dining, entertainment, and recreation, and located in city development districts.

The City Council of South Lyon adopted Resolution **XX-XXXX** on **November XX, 2011** establishing the South Lyon Downtown Development Authority District as a development district for liquor licensing in accordance with the requirements of Public Act 501 of 2006 and the MLCC. The City of South Lyon has filed all required documentation for the certification of the development district by the MLCC (certified copy of Resolution XX-XXXX, the required map reflecting and outlining the designated development district within the boundaries of the City, and an affidavit from the County Assessor, certified by the City Clerk, stating the total amount of investment in real and personal property within the development district during the preceding five years) and been advised that it has met the monetary threshold for **XXX licenses**.

To receive a Development District Liquor License an applicant must be approved by the City and the MLCC. An application for a license will not be authorized for investigation until the MLCC has received a City resolution which approves the applicant at a specific location "above all others."

Applicants must apply to the City and file it with the City Clerk with all required supplemental documentation and \$500 fee for the required background check by the South Lyon Police Department. The City will review the application and make a determination as to whether the applicant is approved "above all others" at the designed premises.

Upon receipt of the documentation from the City, and all necessary MLCC application forms, other required documents and inspection fees, the application will be authorized for investigation by the MLCC. The initial enhanced license fee for development district licenses is \$20,000. Applicants for development district licenses must demonstrate, at the time of the investigation by the MLCC, that:

\_\_\_ The amount expended for the rehabilitation or restoration of the building that houses the licensed premises shall be not less than \$75,000 over a period of the preceding five years or a commitment for a capital investment of at least that amount in the building that houses the licensed premises, which must be expended before the issuance of the license.

\_\_\_ That the licensed business is engaging in dining, entertainment or recreation, that is open to the general public, with a seating capacity of not less than 50 persons.  
Individuals considering applying for a development district liquor license should be aware of the following restrictions.

\_\_\_ A licensee may transfer ownership of the license; however, this type of license may not be transferred to another location.

\_\_\_ If the licensee goes out of business, the licensee must surrender the license to the MLCC. The City may approve another applicant within the development district to replace the

licensee who has surrendered the license to the MLCC.

\_\_\_ The applicant must state and demonstrate that an attempt to secure an appropriate on-premises escrowed license or quota license which may be available within the city in which the applicant proposes to operate.

This fact sheet has been prepared for informational purposes only. Individuals considering applying for a development district liquor license are advised to contact a lawyer for advice on the application process. General informational inquiries can also be directed to the Michigan Liquor Control Commission.





# CITY OF SOUTH LYON

## APPLICATION FOR REDEVELOPMENT LIQUOR LICENSE

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

**Instructions:** This application must be completed and returned with the \$500 fee for the required background check by the South Lyon Police Department, before it can be considered. All answers must be typed or printed. Sign the completed form in ink and return to the City Clerk, 335 S. Warren Street, South Lyon, MI 48178. MAKE ALL CHECKS OR MONEY ORDERS PAYABLE TO THE CITY OF SOUTH LYON.

### 1. Applicant identification-all applicants

Name of individual, partnership, corporation or limited license liability company who will hold the license:	Contact Person Name:
Business Street Address:	Street Address:
City/State/Zip Code:	City/State/Zip Code:
Business Phone No.	Home Phone No.

### 2. Nature of Application (Check all that apply)

☐ Retail Applicants

☐ Manufacturer or Wholesale Applicants

### 3. Retail Applicants (Please identify all permits being applied for with this license application)

<b>3a. Check Type of License</b>	<b>3b. Check Type of Permits</b>
<input type="checkbox"/> SDM <input type="checkbox"/> Class C <input type="checkbox"/> A-Hotel <input type="checkbox"/> B-Hotel <input type="checkbox"/> Tavern <input type="checkbox"/> Club <input type="checkbox"/> SDD <input type="checkbox"/> Redevelopment <input type="checkbox"/> Other: _____	<input type="checkbox"/> Sunday Sales <input type="checkbox"/> Add Bar <input type="checkbox"/> Entertainment Sales <input type="checkbox"/> Outdoor Sales <input type="checkbox"/> Before / After Hours For: _____ _____

### 4. New Manufacturer or Wholesale Applicants

<input type="checkbox"/> Wine Maker <input type="checkbox"/> Small Wine Maker <input type="checkbox"/> Wine Maker Tasting Room <input type="checkbox"/> Micro Brewer <input type="checkbox"/> Small Distiller	<input type="checkbox"/> Manufacturer of Spirits <input type="checkbox"/> Industrial Manufacturer <input type="checkbox"/> Warehouse <input type="checkbox"/> Brewpub	<input type="checkbox"/> Outstate Seller of Mixed Spirit Drinks <input type="checkbox"/> Outstate Seller of Wine <input type="checkbox"/> Outstate Seller of Beer <input type="checkbox"/> Other: _____
---	--	--

**5. Proposed Licensed Address:**

**6. Briefly describe the business, ie) Drug Store, Restaurant, Party Store, Wholesaler, Wine Maker, etc.**

**7. This proposed licensed business will be owned by: (check one)**

☐ Me as the individual owner ☐ The named corporation ☐ The named liability company  
The following partners (indicate limited partners with an "L" before their name)

**Partnership Information: (attach additional sheet if necessary)**

Name of Partners	Home Address	Telephone Number

\* All partners may be required to complete and submit additional information as part of the application review process, by completing this application applicant agrees to comply with any such requests.

**8. Personal Information – Individual Applicants and Partnership Members Only**

Date of Birth \_\_\_\_\_ (required to confirm applicant is over 21 years of age)

If you are *not* a US Citizen, are you a registered alien? ☐ Yes ☐ No Or, do you have a Visa? ☐ Yes ☐ No

Full name of spouse: \_\_\_\_\_

Have you ever legally changed your name? ☐ Yes ☐ No

If Yes, from \_\_\_\_\_ to \_\_\_\_\_

Have you been known by other names? ☐ Yes ☐ No List Names: \_\_\_\_\_

Have you ever been convicted of a criminal offense, including alcohol related infractions (exclude traffic citations)?  
☐ Yes ☐ No If Yes, please list charge, date of conviction, location and disposition below. (Use additional sheet if necessary.)

CHARGE

DATE

PLACE

DESCRIPTION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**List your former occupations for the past 3 years:**

DATE (to/from)

OCCUPATION

EMPLOYER NAME AND ADDRESS

_____	_____	_____
_____	_____	_____
_____	_____	_____

I or my spouse previously held or now hold interest in the following licenses for sale of alcoholic beverages as sole licensee, partner or corporation:

NAME OF LICENSE

TYPE OF LICENSE

LOCATION

DATE

_____	_____	_____	_____
_____	_____	_____	_____

Do you or your spouse hold any law enforcement powers including powers of arrest? \_\_\_\_ Yes \_\_\_\_ No

**9. Limited Partnership Applicants Only – is the limited partnership authorized to do business under the laws of Michigan?**

\_\_\_\_ Yes \_\_\_\_ No

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

**10. Corporate & Limited Liability Company Applicants Only:**

Attach copy filed or proposed Articles of Incorporation, last annual report/statement filed and attach copy of stock options.

Corporate/LLC Name:

Incorporation/Organization Date:

Incorporated/Organized in Which State?

Michigan Authorization Date:

Name, Address, Phone Number of Resident Agent:

_____	_____
-------	-------



(Check one of each) <input type="checkbox"/> Profit or <input type="checkbox"/> Nonprofit Corp.	<input type="checkbox"/> Public or <input type="checkbox"/> Private Corporation
---	---

Date last annual report/statement filed with Michigan Corporation and Securities: \_\_\_\_\_

Corporate Officers	Name	Address	Phone Number
President	_____	_____	_____
Vice-President	_____	_____	_____
Secretary	_____	_____	_____
Treasurer	_____	_____	_____

**11. Corporations and Limited Liability Companies: List all persons, companies and other entities that hold or will hold stock interest or membership in applicant entity.**

Name	Address	Phone Number	%Interest
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

**12. Denial of Application/Revocation of License**

(A) Have you, prior to this application, made application(s) for a similar or other license on premises other than described in this application? ☐ Yes ☐ No If yes, please list date, place and disposition of such application(s).  
 \_\_\_\_\_

(B) Have you, prior to this application, been disqualified to receive approval for a license under the laws of the State of Michigan? ☐ Yes ☐ No If yes, please explain: \_\_\_\_\_  
 \_\_\_\_\_

(C) Have you ever held a liquor license which has been revoked or not renewed?  
☐ Yes ☐ No If yes, please state reason: \_\_\_\_\_

**13. Financial Details – All applicants**

**(A)** Source of funds used to establish business, or which will be used to purchase this business, list name, address and amount of all money lenders.

Name	Address	Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

**(B)** Attorney or representative

Name	Address	Phone Number
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**14. Premises** (Answer either A, B, or C.) Applicant shall attach a building and grounds layout diagram (8.5 x 11) showing the structure, grounds, and in particular the specific areas where the license is to be utilized. Plans shall demonstrate adequate off-street parking, lighting, refuse disposal facilities, and where appropriate, adequate plans for screening and notice control.

**(A) New Construction**

Do you need to build a facility at the residence that will hold the license? \_\_\_ Yes \_\_\_ No

If yes, do you have building permits? \_\_\_ Yes \_\_\_ No

If no, when do you plan to get them? \_\_\_\_\_

If yes, when do you expect construction will begin? \_\_\_\_\_

If yes, when do you expect construction to be completed? \_\_\_\_\_

If yes, what is the estimated cost of construction of the facility? \$ \_\_\_\_\_

When is your anticipated occupancy date/open for business date? \_\_\_\_\_

Would you build the facility at this location if you do not get a license? \_\_\_ Yes \_\_\_ No

**(B) Existing Facility-No Renovation** Is the facility currently occupied? \_\_\_ Yes \_\_\_ No

If yes, do you intend to be licensed under the existing business at this location? \_\_\_ Yes \_\_\_ No

If yes, do you intend to be licensed under the same management? \_\_\_ Yes \_\_\_ No

How long has the existing business be at the location? \_\_\_\_\_

Are you currently associated with the business operation on site? \_\_\_\_ Yes \_\_\_\_ No

If yes, in what capacity are you associated? \_\_\_\_\_

If no, will you be purchasing the premises? \_\_\_\_\_

**(C) Existing Facility-Renovation** Do you plan to renovate an existing facility? \_\_\_\_ Yes \_\_\_\_ No

If yes, what is the estimated cost of the renovation? \$ \_\_\_\_\_

If yes, when do you expect construction will begin? \_\_\_\_\_

If yes, when do you expect the construction to be completed? \_\_\_\_\_

When is your anticipated occupancy date/open for business date? \_\_\_\_\_

Is the facility currently occupied? \_\_\_\_ Yes \_\_\_\_ No

If yes, are you currently associated with the business operation on site? \_\_\_\_ Yes \_\_\_\_ No

If yes, in what capacity are you associated? \_\_\_\_\_

Will it be necessary to temporarily close the facility for renovation? \_\_\_\_ Yes \_\_\_\_ No

If yes, how long will the facility be closed? \_\_\_\_\_

Are you going to renovate the facility if you do not get a license? \_\_\_\_ Yes \_\_\_\_ No

**15. Employment – (All applicants must complete either A or B section)**

**(A) Existing Business**

How large is the current staff? (i.e. 1 full-time bartender)

Number	Full	or	Part-time	Position
_____	_____		_____	_____
_____	_____		_____	_____
_____	_____		_____	_____
_____	_____		_____	_____
_____	_____		_____	_____
_____	_____		_____	_____
_____	_____		_____	_____

Will you be retaining current staffing levels, expanding current staffing levels, or decreasing current staffing levels if

you receive the license? Explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(B) New Business**

How large of a staff do you plan to have? (i.e. 1 full-time bartender)

Number	Full	or	Part-time	Position
_____	_____		_____	_____
_____	_____		_____	_____
_____	_____		_____	_____
_____	_____		_____	_____
_____	_____		_____	_____
_____	_____		_____	_____
_____	_____		_____	_____

**16. Operating Statement** – Attach a general operation statement outlining the proposed manner in which the business for which the license being proposed will be operated, including a schedule of the hours of operation, food services, crowd control, and use of facilities.

**17. Personal Statement** – (Applicants must complete this requirement) Please describe how this business will enhance the City of South Lyon community. What special considerations should we take into account in evaluating your application? PLEASE LIMIT YOUR ANSWER TO 200 WORDS OR LESS. Please attach a separate sheet of paper if necessary.

I have read all of the above answers and they are true. I agree to provide all requested information and to fully cooperate with all City Departments requesting any and all additional information provided in this application or any attachment thereto. Any changes that occur after the date of this application, applicant will notify the City Clerk, in writing, within 14 days of such change. I understand that the falsification of the information on this form or any false statements made during investigations may constitute grounds for denial of a license.

I warrant that I am not disqualified to receive a liquor license under the ordinances of the City of South Lyon or the laws of the State of Michigan. If granted a liquor license I will not violate any federal or state laws or any ordinance of the City of South Lyon in the conduct of business.

Attested to:

<div>Date of Application</div>	<div>Signature of Applicant (if applicant is a corporation, include title of signor)</div>	<div>Name of person completing this form if not the applicant</div>
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# AGENDA NOTE

New Business: Item #8

**MEETING DATE:** November 28, 2011

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

**AGENDA TOPIC:** Ratification of Michigan Association of Fire Firefighters (MAFF) Contract with the City of South Lyon.

**EXPLANATION OF TOPIC:** In October 2011, the on-call firefighters voted to have the Michigan Association of Fire Firefighters (MAFF) represent them. The MAFF bargaining unit includes all fire department employees excluding the Fire Chief. Negotiations between the City and MAFF started in January 2011. On October 27, 2011, the City and MAFF reached a tentative contract agreement. On November 8, 2011, the MAFF local representing the on-call firefighters ratified that tentative agreement.

Contract highlights:

- Eliminates double pay structure.
- Step pay rate structure for firefighters.
- Maintains current hourly rates.
- City will provide \$50,000 accidental death indemnity.
- On-call firefighters have voluntary access to participate in the City's 457 savings program. The City does not make any contributions to this program.
- Employees will be reimbursed for personal property damage up to \$500.00.
- Employees will be reimbursed up to \$750.00 towards any insurance deductible not waived by their auto insurance resulting from an automobile crash while responding to an incident.
- Established fitness for duty process.
- Employees will receive quarterly cost of living adjustment on the same rate and schedule as that of POAM members.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Contract

**POSSIBLE COURSES OF ACTION:** Approve/do not approve contract between MAFF and the City of South Lyon.

**RECOMMENDATION:** Approve the contract between MAFF and the City of South Lyon.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the contract between MAFF and the City of South Lyon.

# THE CITY of SOUTH LYON DRAFT TA AGREEMENT

August 4 2011

**THIS AGREEMENT** is entered into this \_\_\_\_\_, between the City of South Lyon, Michigan ("Employer") and the Michigan Association of Fire Fighters ("Union"). It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, and to provide a peaceful and orderly means of resolving any misunderstanding which may arise and to set forth in this Agreement the rates of pay, hours of employment and other working conditions. The Agreement will also promote harmonious relations between the Employer and Union in the best interest of the community and the public fire fighting service. The parties enter into this Agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, to incorporate certain understandings previously reached and other matters into a formal written Agreement.

## **Definitions:**

- A. "Employer " or "City" shall mean the City of South Lyon.
- B. "Union" shall mean the City of South Lyon Fire Fighters / Michigan Association of Fire Fighters (MAFF) and its duly elected or appointed officers or representatives.
- C. "Employee" shall mean all paid on-call Fire Fighters with the Rank of Assistant Chief and below, excluding the Fire Chief and Fire Cadets.
- D. "Paid-On-Call Fire Fighter": a Paid-On-Call Fire Fighter is Defined as an Employee who is employed by the Employer on a part-time basis in a position which includes fire fighting and emergency responsibilities, Paid-On-Call Fire Fighters include Fire fighters of various ranks with various Fire Department classifications.
- E. Rank shall mean Fire Fighter, Sergeant, Lieutenant, Captain and Assistant Chief.
- F. Classification shall mean Engineer, Aerial Platform Operator.
- G. Fire Inspector is a "Classification" for pay purposes and "Rank" for the purpose of a direct report to the Fire Chief.
- H. This Agreement and the Union does not represent any of the Fire Cadets.
- I. Business days are a period of time from 12:00 AM to 11:59 PM that the City offices are open for business. Business days are not weekends, holidays or Federal holidays.

# THE CITY of SOUTH LYON

## DRAFT TA AGREEMENT

August 4 2011

- Whenever the singular is used, it shall include the plural.
- Whenever the pronoun "he" is used, the pronoun "she" will be inferred.

### **MANAGEMENT RIGHTS**

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, **Except where modified by this agreement**, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the City Charter, the laws and the Constitution of the State of Michigan and the United States of America.

The Employer reserves and retains solely and exclusively, all rights to manage, direct and control its work force and shall have the sole and exclusive right to manage its department in all of its operations and activities.

Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, personnel, procedures, means, equipment and machines required to provide such service.

It shall have the sole authority to determine whether to maintain a City fire department, merge its activities with another department, or form an inter-governmental agreement with other municipalities to perform fire service functions. Provided the City will consult with the Union to determine the best way to protect as many fire fighter positions as possible.

It shall have the sole right to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to adopt, modify, change or alter its budget; and in all respect to carry out the ordinary and customary functions of management.

The Employer shall also have the right to promote, assign, transfer, suspend, discipline, demote, discharge, layoff and recall personnel; to establish, amend, supplement or delete work rules and fix and determine penalties for violation of such rules; to make judgments as to ability and skill of employees; to establish and change work schedules; to provide and assign relief personnel; to continue and maintain its operations as in the past or to modify or eliminate same, provided, however that these rights shall not be exercised in violation of any specific provision of this Agreement.



# THE CITY of SOUTH LYON

## DRAFT TA AGREEMENT

August 4 2011

The Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this agreement.

### **Recognition**

The Employer recognizes and acknowledges that the Michigan Association of Fire Fighters is the exclusive representative in collective bargaining with the Employer of those classifications and rank of employees covered by this Agreement. For present regular members of the bargaining unit, payment of dues shall commence thirty-one (31) days following the effective date of this Agreement. For new members of the bargaining unit, the payment of dues shall start thirty-one (31) days following the date of employment.

### **Union Membership and Agency Shop**

All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the union, which shall be limited to an amount of money equal to the Union's regular and usual dues.

### **ASSOCIATION DUES AND FEES**

The City agrees to deduct dues of the Union upon authorization of any member of the bargaining unit. The aggregate deduction of all employees shall be remitted together with an itemized statement to the Treasurer of the Union by the 15<sup>th</sup> of the succeeding month after such deductions are made. The City shall not be liable to the Union or to the Employees by reason of any error or neglect involving the improper deduction and the Union agrees to hold the City harmless from all liability to which the City may be put by reason of its voluntary agreement to deduct membership dues. The City is not responsible to pursue deficient union dues with an employee if the employee has insufficient funds in the employee's paycheck to cover union dues.

The Secretary-Treasurer of the Union will certify the dues to the Employer. Dues deducted shall commence on the second pay period of the month and will be deducted monthly thereafter on the first pay period of the month. Dues deducted from any calendar month by the Employer will be remitted to the designated finance officer of the Union as soon as possible after the payroll deductions have been made. The

# THE CITY of SOUTH LYON

## DRAFT TA AGREEMENT

August 4 2011

Employer shall furnish the union finance officer an up-to-date list of those employees who have signed check-off authorizations and whose dues have been deducted from their paychecks. Where an employee, who is on check off, is not on the payroll during the week which deduction is to be made or who has no earnings, or insufficient earnings during the week or is on a leave of absence, amount equal to after tax earnings will be deducted and reported to the union.

Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the union in the same manner as prescribed above for and deduction and transmission of Union dues. Hold Harmless. The Union will indemnify and save the Employer harmless from any lawsuits, or judgments arising from the collection of dues as specified in this Agreement.

### Union Stewards

**Section 1.** The Association steward and/or MAFF representative shall represent the employees and shall be authorized to resolve grievances and other employee matters on behalf of such employees in any step of the Grievance Procedure provided for in this Agreement. Such resolved grievances shall be final and binding on the employees and the Association.

**Section 2.** The Association shall designate one (1) steward and one (1) alternate, for each Fire Station from the employees' seniority list. The authority of the steward and alternate shall be limited to and shall not exceed, the following duties and activities:

- A. Investigation and presentation of grievances.
- B. Transmission of messages and information that shall originate with and are authorized by the local Association or its officers.
- C. Communicating with MAFF Representatives and/or legal counsel regarding Association business and/or grievances.
- D. Attending meetings that relate to grievances, mediation, arbitration, fact-finding, unfair labor practice hearings or court proceedings.

**Section 3.** For pay purposes not more than two (2) members of the Association appropriately designated to perform Association work shall be placed on the run sheet for a period of not less than one (1) hour for any run they miss while fulfilling their responsibilities at contract bargaining sessions.

**SECTION 4.** The Association shall notify the Employer of the names and titles of their representatives within one (1) week after their appointment. No representatives will be permitted to act as such until the Employer is advised (in writing) that the person has

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become a representative.

**SECTION 5.** The Association, during any negotiations, may be represented by at least four (4) local Association representatives. In addition, the Association may be represented in contract negotiations by counsel and MAFF Association Representatives.

**SECTION 6.** Not more than one (1) members of the Association appropriately designated to perform Association work shall be placed on the run sheet for a period of not less than one (1) hour for any run they miss while fulfilling their responsibilities during grievance processing or the administration of this Agreement with the Employer only.

**Section 7.** The Chief will allow for an excused absence from run(s) that occurs during the time when a union steward, officer or volunteer are engaged in any Union sponsored meeting(s) with the City.

### **Union Activities**

**SECTION 1.** Employees and their Union representatives shall have the right to organize together or to form, join, or assist the labor organizations, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or to negotiate or bargain collectively with the Employer through representatives of their own free choice to the extent authorized by Act 379 of the Public Acts of 1965.

**SECTION 2. Representatives:** The Union representatives and/or MAFF representatives shall represent the Employees and shall be authorized to resolve grievances and other Employee matters on behalf of such Employees in any step of the Grievance Procedure provided for in this Agreement. Such resolved grievances shall be final and binding on the Employees, the Union and the City. The Union shall supply the Employer with a duly authorized and up to-date list of representatives and any changes made therein from time to time identifying persons who will represent the Union for all matters pertaining to the Agreement or within the scope of Act 379 of the Public Acts of 1965.

**SECTION 3. Bulletin Boards:** The Union shall be provided a secured enclosed bulletin board with minimum dimensions of 3 feet by 2 feet at each fire station for the posting of Union notices and other materials. The location of the bulletin board shall be mutually agreed to. Such board will be identified with the name of the Union. Bulletin board space may be shared with space provided for other represented members of MAFF. The Union shall designate persons responsible for maintaining the postings on the board. The bulletin boards shall not be used by the Union or its members for disseminating propaganda, derogatory information, or materials of a political nature.

**SECTION 4. Meetings:** The Union shall be allowed to schedule meetings on Employer

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property upon request to the Fire Chief or City Manager, subject to the approval from either the Fire Chief or City Manager. Such request can be made via email with a response within seventy-two (72) hours of the request. The approval shall not be arbitrarily or unreasonably withheld. The Union President shall have the right to send out a meeting notice via the City's email system. This notice shall only have the date, time and location.

### **No Strike or Lockout**

Understanding that the proper method of settling grievances is as set forth in this Agreement and that strikes by public employees are illegal, and refusal to provide full and complete services to the public is not in the best interests of the public or the City of South Lyon, it is agreed that there shall at no time be strikes, slow-downs, tie-up of equipment, walk-outs or other deliberate withholding of services by members of the Association, or any practice other than normal activities for the purpose of influencing contract negotiations or grievance settlements, either individually or collectively. Employees in violation of this Section shall be subject to discipline up to and including discharge.

### **Maintenance and Conditions**

All wages, hours and conditions of employment negotiated and agreed to by the parties in this Agreement, shall be maintained during the term of the Agreement.

### **Severability**

In the event any provision of this agreement is for any reason held invalid or unenforceable by reason of any federal or state law, regulation or order now existing or hereinafter enacted, or put into force, such invalidity or unenforceability shall not affect the remainder of this Agreement. If this agreement is effected by the enactment of a federal or state law, regulation or order, the parties agree to meet for the purpose of discussing language changes or additions to comply with the government mandate.

### **Anti-Discrimination Clause**

The Employer and the Association agree not to discriminate against any employee covered by this Agreement because of religion, race, color, national origin, age, sex, height, weight, marital status, handicap, or sexual orientation provided the employee can accomplish essential, required job functions.

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### **Discharge and Suspension**

The Employer shall not discharge or suspend any employee without just cause. The Employer and the union mutually agree to employ the doctrine of progressive discipline. However it is agreed that in cases that involve Sexual Harassment and Racial Discrimination/Harassment will result in immediate termination. Certain Alcohol related driving offences on or off duty will result in termination or will be allowed to resign prior to conviction. With respect to minor infractions, the employee shall first receive an oral and written warning notice before more severe discipline is issued. A warning notice, whether oral or written, need not be issued for major infractions. The employee may at his discretion, request the intervention of the Union. The employee shall receive two (2) copies of the reprimand and, at his discretion shall provide one (1) to the union steward.

In the event that a discharged employee feels that he has been unjustly dealt with, said employee shall have the right to file a complaint, which must be in writing, with the Employer within five (5) calendar days from the date of his discharge or suspension. Said complaint will be treated as a grievance, subject to the grievance procedure herein provided. If no complaint is filed within the time specified, then said discharge shall be deemed to be final.

The Employer may establish and enforce reasonable rules in connection with its departmental operations and the maintenance of discipline provided such rules are not inconsistent with the provisions of this Agreement and provided that the steward has been given a copy of the new rule prior to implementation. In cases of emergency, this section does not apply.

Record of the suspension will not remain in a member's personnel file for longer than three (3) years from the date such record and suspension was given to employee. Such records will be turned over to the affected employee. Records of written reprimand will not remain in personnel file for longer than two (2) years from the date such record and written reprimand was given to the employee. Such records will no longer remain in the employee's personnel file. Such records may be used in subsequent discipline for similar offenses. However, any records of discipline prior to the effective date of this agreement shall be removed after 6 months from the effective date of this agreement.

In situation where an employee resigned for Drug or Alcohol offenses such employee may be re hired after a period of documented, demonstrated and recorded sobriety but only at the Employer's discretion.

### **Grievance Procedure**

It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein

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provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

If the Employer fails to answer any grievance as designated below within the time allotted, the grievance may be advanced to the next step within the time period so stated.

Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle it promptly through the following steps.

### **STEP 1.**

An employee who feels he has been aggrieved or dealt with unfairly concerning the application of the contract shall discuss his complaint with his immediate supervisor within ten (10) business days of the occurrence, with or without the presence of his steward. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a settlement at this point

### **STEP 2.**

If the matter isn't satisfactorily settled by such a discussion, the aggrieved employee shall report such grievance to his steward as soon as possible, but in any case within ten (10) business days of the event-giving rise to the grievance. Such report shall be in writing and shall set forth the nature of the grievance, the date of the matter complained of, the names of the employee or employees involved, and the circumstances surrounding the grievance. The steward shall file such grievance with the Fire Chief ten (10) business days of the meeting held in Step 1. If the grievance is not settled between the steward and the Fire Chief, meeting shall be held with the Chief, the steward receiving the original grievance, and the aggrieved member within three (3) business days of the filing of the grievance, and a written decision shall be rendered by the Chief within five (5) business days of the meeting.

### **STEP 3.**

If the grievance is not satisfactorily settled after the meeting with the Fire Chief, of the employee or the union shall submit the grievance and the Chief's response to the City Manager within five (5) business days from the date of the Chiefs response. The representative of the union shall meet with the City Manager or his designated representative within eight (8) business days of the presentation of the appeal. The City Manager's answer shall be filed within five (5) business days after the meeting.

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### **STEP 4.**

If the answer of the City Manager is unsatisfactory to the Union and the employee, the grievance may be appealed to mediation by the union notifying the Employer within ten (10) business days of its intent to make application with the Michigan Employment Relations Commission for the appointment of a mediator. A hearing will be scheduled at the earliest convenience for the purpose of attempting to mediate the issue(s) in dispute. The mediation step of this procedure will not be binding upon the parties.

### **STEP 5.**

If the grievance has not been settled in the last step, the parties or either party may submit such grievance to arbitration, provided such submission is made within thirty (30) calendar days after receipt of the last step answer. All matters submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service in accordance with its voluntary rules and regulations, then obtaining, within the time specified above and such rules shall govern the arbitration hearing. The Arbitrator's decision shall be binding on both parties and the cost of any arbitration proceeding under this provision shall be born equally between the parties, except each party shall pay the expenses of its own witnesses.

In cases involving suspension, discharge or cases affecting the entire department or group larger than three (3) fire fighters, the grievance procedure shall start with STEP 3 of the grievance procedure.

The parties may mutually agree in writing to extend time limits in the grievance process.

If at any step of the grievance procedure the Union is given a response by the Employer and fails to take the grievance to the next step, the grievance shall be deemed settled by the Employee's last answer.

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### **Special Conferences**

Special conferences for important matters may be arranged between the Union and the Employer or his designated representative. Special conferences may be called upon the request of either party.

Such special conferences shall be between at least two representatives of the Union and at least two representatives of the Employer. Arrangement for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the conference is requested. Matters taken up in a special conference shall be confined to those included in the agenda. Conferences may be held at any time mutually agreed to by the parties.

### **Seniority**

**Definition of Seniority.** Seniority shall be defined as the length of an employee's continuous service with City of South Lyon since the employee's last date of hire in a bargaining unit position covered by this Agreement.

**Probationary Employees.** Upon completion of the probationary period, an employee shall have his or her name added to the seniority list in the appropriate classification and given seniority date reflecting his or her date of hire. There shall be no seniority among employees during their probationary period.

### **Probation Period**

The probationary period for employees will be one (1) year from their date of hire. The Fire Chief may extend a new hire probationary period not to exceed six (6) months for substantiated reasons that shall be reduced to writing. An extension will not be for Union activity. At the end of a six (6) month extension period, the member will either be confirmed in rank or dismissed.

During new hire probationary periods or an extended probationary period, probationary employees will be covered by all terms in this Agreement with respect to wages, hours, and benefits. The Employer shall, however, notify the Union within two (2) business days of the City's to terminate any probationary Fire Fighter. The Employer will give the Union ability within the above two (2) business days period to discuss the elements of the termination.



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## **Loss of Seniority**

**Section 1.** An employee's seniority and his or her employment relationship with the Employer shall automatically terminate for any of the following reasons:

- A. He or she retires or quits;
- B. He or she is discharged and the discharge is not resolved and/or overturned;
- C. He or she fails to return on the required date following an approved leave of absence, vacation, or disciplinary layoff unless an acceptable excuse is provided;
- D. He or she fails to report to work within seven (7) days following notice of recall mailed or delivered to his or her last known address;
- E. He or she fails to inform the Employer within five (5) calendar days following receipt of notification of recall that he or she intends to return to work for the Employer;
- F. He or she has been on a leave of absence, including a sick or Worker's Compensation leave, for a period of twelve (12) consecutive months, unless such a leave is a Worker's Compensation leave for an injury incurred while on duty for the Employer.

**Section 2.** Maintenance of Lists. The Employer shall maintain up-to-date seniority records for all employees. The Employer will notify the Union, in writing, of any changes or additions to such seniority lists and the Union will have five (5) working days to challenge such change or addition.

## **Additional Job Protections**

**Section 1.** Should the employer decide to have a full-time fire department then the employees covered by the agreement shall have an equal opportunity to apply for and compete for the full time positions.

**Section 2.** Any part time scheduled positions shall be offered to the Paid-On-Call Fire Fighters prior to hiring outside the department.

## **Uniforms, Equipment and Clothing**

**Section 1.** The City shall supply the members of the department with all required uniforms and uniform items.

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**Section 2.** Fire personnel covered by this Agreement shall utilize protective equipment assigned to them. Additionally, it is the responsibility of each member to ensure that all equipment is maintained in proper working order. Any uniform or personal protective equipment item that is worn, damaged, or lost shall be reported in writing to the Chief or designee and replaced as soon as possible by the City. Until the worn, damaged, or lost equipment is replaced or repaired then the City shall make a temporary piece of equipment available.

**Section 3.** The City will replace any personal property belonging to an employee that is damaged during the course of the employee's duties. The maximum reimbursement amount will be no more than five hundred dollars (\$500.00) during the term of this agreement.

### **Alarm Percentage Requirement**

Alarm percentage is calculated and enforced on a calendar quarterly basis.

First Quarter: January, February, March

Second Quarter: April, May, and June

Third Quarter: July, August, and September

Fourth Quarter: October, November, and December

Firefighters are required to make 8% of all alarms. Officers are required to make 10% of all alarms. Failure to make alarm response for one (1) quarter will result in a written warning. Failure to make the required the alarm percentage for two consecutive quarters may result in discipline up to and including termination of employment.

### **Leaves of Absence**

#### **Leave without Pay**

An employee may be granted a leave without meeting attendance requirements for a six (6) month period for other good and sufficient reasons if it is approved by the Fire Chief. The request, continuance, and the response shall be in writing.

All leave requests shall state the exact date on which the leave is to begin and the date of return to work. Failure to contact the Fire Chief on the agreed upon date may result in discipline, up to and including discharge. The employee may not return prior to the expiration of this leave unless agreed to by the Fire Chief.

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Employees shall not accept employment on another public safety service while on leaves of absence. Acceptance of employment of working for another employer without prior approval while on leave of absence may result in discipline, up to and including discharge.

Employees returning from any leave shall be required to make-up any missed MIOSHA required training prior to responding to alarms. Missed required training must be completed within thirty (30) calendar days of returning from leave. Failure to complete all required, missed MIOSHA training within thirty (30) days may result in discipline, up to and including discharge.

### **Military Reserve Leave**

An employee with reserve status in the Armed Forces of the United States or membership in the National Guard who is called to activity duty or to participate in training sessions shall be permitted leave for this purpose in accordance with applicable law. All employees serving reserve duty will submit notification to the Employer as soon as the employee is notified of duty and/or training requirements and provide written documentation of same. Employees on military leave will retain seniority and position while on leave provided said employee returns to active Fire Department service within sixty (60) days of the conclusion of active military service.

### **Medical Leave**

Any employee who is suffering from a sickness or injury that will restrict/prevent the Employee from participating in fire department activities for more than seven (7) days shall be required to request a Medical Leave from the Fire Chief.

Employees requesting a Medical Leave are required to present a certificate from a physician verifying a sickness or injury and the anticipated time off. Prior to return from a Medical Leave the Employee must submit a certificate from a physician releasing the employee back to work. The Employer reserves the right to send the Employee for a fitness for duty examination. A Medical Leave may be approved for up to twelve (12) months. When an employee fails to return to work within a twelve (12) month period, discipline up to and including discharge may result. In the event that an employee is going through the medical examination process, their medical leave of absence will be extended beyond the 12-month period to complete the entire medical exam process.

### **Fitness for Duty**

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The Employer maintains the right to require that an Employee submit to a fitness for duty examination at any time or prior to return from a Medical Leave to ensure the employee is fit to engage in fire department activities.

The fitness for duty examination shall be given by a physician selected by the Employer at the Employer's expense. If the Employer's physician determines that the employee is not fit for duty, the employee shall be immediately placed on a Medical Leave and precluded from participating in fire department activities until resolution of the Employee's Fitness for Duty. If the employee is not satisfied with the determination of the Employer's physician, the employee may submit a report from a physician of the Employee's own choosing at the Employee's expense.

If a dispute still exists, as to the Employee's fitness for duty, the Employee and Employer shall each submit a list of at least five physicians who practice within thirty (30) miles of the City of South Lyon's municipal boundaries for an independent medical examination. These lists shall be ranked in order of preference. The Employer list shall be the base list. The first physician who appears on the Employer list and the Employee list shall be designated for the independent medical evaluation. The decision of this independent medical evaluation shall be binding on all the parties.

The expense of the third doctor shall be split equally between the Employee and the Employer. The Employer and Employee shall pay their respective costs directly to the physician providing the independent medical evaluation.

The Employer will provide the Union with a standard for physical required for the fitness for duty. Further the Employer will provide the Union with the name of the medical facility to be used for the medical examination. If the employer changes the medical facility then the Employer will notify the Union in advance of such change.

Mental health issues will be handled case by case. A qualified mental health professional will make a determination on mental health fitness.

### **Scheduling of extra events**

**Section 1.** The Employer shall make an effort to equalize the assignment of scheduling of extra events by seniority and number of hours of assignments, to the extent practical. This shall not apply to specialized training that is in the sole discretion of the Employer and is necessary to the performance of the Employee's current assignment

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**Section 2.** The Fire Chief maintains the right to restrict the amount of employees, who participate in extra events.

### Training

**Section 1.** Basic Training – Fire 1 & 2, Haz-Mat Operations, MFR, and FM123 provided and tuition paid for by the city for all Union members.

**Section 2.** Advanced required or assigned training – This is training that the Fire Chief directs an employee(s) to attend but is not required of all members, Classes will be paid for by the City of South Lyon and fire fighters/officers will be paid at the appropriate hourly rate for both class time and travel time. Employees will be offered fire department vehicles for transportation. If they employee decides to drive his own vehicle, that employee will not be reimbursed for mileage, accident deductible, damages, or other transportation expenses.

**Section 3.** Advanced Elective Training – Class will be paid for as funds are available, employee will not be compensated for time spent at class.

### Promotions.

Promotional announcements shall be posted for 10 days. The promotional process will be outlined in the promotional announcement. At the conclusion of each step in the promotional process, successful candidates who qualify for the next step in the process will be posted at the station via department memo book as well as the electronic mail system. All candidates will be notified by the Fire Chief of score and points earned, if applicable. For those employees who are successful in each component of the promotional process, but there is no vacant position or the Fire Chief decides not to promote, they will be placed on an eligibility list until the next promotional process. The Fire Chief has the final determination on whether to promote an employee. Just because, an employee passes the promotional process and is eligible for promotion does not ensure that employee will be promoted, even if there is an open position.

### Pay Rates

**Section 1.** The hourly pay rates shall be based on the listing below. Pay for employees who respond to a toned out alarm shall be a minimum of one hour and in increments of fifteen (15) minutes after. All other paid activities shall be in fifteen minute increments with no minimum unless otherwise specified in this contract.

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Probationary Firefighter: \$10.00  
Firefighter: \$13.00  
Engineer: \$14.00  
Aerial Platform Operator: \$15.00  
Inspector: \$16.00  
Sergeant: \$16.00  
Lieutenant: \$18.00  
Captain: \$19.00  
Assistant Chief: \$20.00

All non-probationary employees shall be paid at a minimum as an Aerial Platform Operator as of the contract's effective date.

### **Pay Classifications**

Employees shall make their set hourly pay while conducting assigned, scheduled, official department business, or other related activities. Regardless of the function they are performing or how many alarms the department receives during a given time, employees shall not be paid for multiple functions/alarms during the same time period.

For each pay classification, the employee must meet the qualifications of all lesser pay classifications excluding the Michigan Fire Inspector Certification. Fire Inspectors are a lateral position to Sergeant. Employees shall not be paid to achieve fire inspector certification nor will class cost be paid unless the Fire Chief determines a need. Pay classifications do not necessarily equal a separate rank. If the employee has prior experience to be at a higher classification then at the Fire Chief's discretion the time limit for each classification below may be shortened.

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For all ranks/classification, actual years of experience and/or skills desired may be waived by the Fire Chief based on the department's needs and ability of the candidate.

### **Probationary Firefighter**

- No training

### **Firefighter**

- Michigan Fire Fighters Training Council
  - Firefighter I & II
  - Hazardous Materials Awareness & Operations
  - Drivers Training
- State of Michigan Medical First Responder licensure (or possessing a higher State of Michigan EMS license)
- National Incident Management System
  - 100, 200, 700, 800
- Successful completion of South Lyon Fire Department's On-The-Job training program and testing process.
- Successful completion of one (1) year probationary process

### **Engineer (Rank of Firefighter)**

- Successful completion of South Lyon Fire Department's Engineer internal training program and testing process
- Completed one (1) year at "Firefighter" pay grade or previous fire service experience performing this pay classification duties

### **Aerial Platform Operator (Rank of Firefighter)**

- Successful completion of South Lyon Fire Department's internal Aerial Platform Operator training program and testing process
- Completed one (1) year at "Engineer" pay grade or previous fire service experience performing this pay classification duties

### **Fire Inspector**

- Three (3) years fire service experience
- State of Michigan certified Fire Inspector (prior to appointment)

### **Sergeant**

- Three (3) years fire service experience
- Michigan Fire Fighters Training Council (required within two years of appointment)
  - Fire Officer I & II

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### Lieutenant

- Six (6) years fire service experience
- Michigan Fire Fighters Training Council (required within two years of appointment)
  - Fire Officer I & II

### Captain (position may or may not be filled at sole discretion of Fire Chief)

- Eight (8) years fire service experience
- Michigan Fire Fighters Training Council (required within two years of appointment)
  - Fire Officer III

### Assistant Chief (position may or may not be filled at sole discretion of Fire Chief)

- Ten (10) years fire service experience
- Michigan Fire Fighters Training Council (required within two years of appointment)
  - Fire Officer III

**Section 2.** Required or mandatory training for Fire Fighters pay shall be the paid at the current hourly pay rate. There is no difference between in house training and training conduct off site.

**Section 3.** Court, depositions and any other legal matters that involve the Fire Fighter during his duties as a South Lyon Fire Fighter shall be paid at the hourly rate for a minimum of four (4) hours.

**Section 4.** Any extra events, training or Fire Department special events which are pre-approved for pay by the Fire Chief shall be paid at the normal rate.

**Section 5.** Scheduled Public Education/Community relations events shall be paid at the normal rate.

**Section 6.** Scheduled monthly station and equipment maintenance/cleaning activities shall be paid at the normal rate.

**Section 7.** Required interviews with the Employer shall be paid at the normal rate for time spent.

**Section 8.** The City will also cover any other travel expenses that are incurred during official Department business such as, airline tickets, hotels and per-diem.



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### **COST OF LIVING**

Cost of living. An automatic adjustment shall be made quarterly during the term of this Agreement, effective with the beginning of the pay periods that commence on or immediately after April 1<sup>st</sup>, July 1<sup>st</sup>, October 1<sup>st</sup>, and January 1<sup>st</sup>. Said adjustment shall be paid to the employees in the form of a cash adjustment by other than payroll check. Said adjustment will not be added onto the employee's base hourly straight time rate of pay.

Adjustments shall be made each quarter of every contract year beginning on October 1<sup>st</sup>, 2011, and continuing thereafter. Said adjustment shall be based upon the official Consumer Price Index for the Detroit Metropolitan area published by the Bureau of Labor Statistics, U.S. Department of Labor or [67-100] and hereinafter referred to as a B.L.S. Consumer Price Index.

Effective with the beginning of the pay period starting on or after October 1, 2011 and thereafter at quarterly intervals, during the life of this Agreement, said adjustments shall be made as follows:

#### **Effective Date of Adjustment**

First pay period beginning on or after October 1, 2011, and at quarterly intervals thereafter.

#### **Based Upon**

B.L.S. Consumer Price Index for July 2011, as compared to the index of October 2011, with each quarterly index on said dates to be compared to the preceding quarterly index.

The rate of adjustment shall be on one cent (\$.01) per hour for each three tenths (.3) of a point change in the index during the base period. Changes in the Index which result in an adjustment of one-half cent or more will result in an adjustment of one cent (\$.01) cent, but changes in the index which would result in an adjustment of less than one-half cent, will be computed at the next lower rate.

All cost-of-living adjustment shall be based on total hours worked during the preceding quarter. For purposes of this Agreement, "total hours" shall be defined as those hours, which an employee is compensated inclusive of overtime, holidays, etc. The provisions for cost-of-living as found in this Agreement shall not exceed six hundred dollars (\$600.00) in any contract year.

In the event the B.L.S. does not issue the Consumer Price Index on or before the beginning of the pay period referred in this section, any adjustment required will be made at the beginning of the first pay period after receipt of the index.

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### Overtime

Pay shall be one and one half times the hourly rate for hours worked in excess of forty (40) hours in a workweek. A workweek shall be a seven (7) day period starting at 12:00 AM on a Friday to seven (7) days later at 12:00 AM on a Friday.

Pay period example:

12:00 AM, Friday, June 3, 2011 through 12:00 AM, June 10, 2011.

Pay shall be one and one half times the hourly rate for hours after eight (8) hours of continuous emergency service excluding scheduled shift hours or training. These eight (8) hours may be from a single alarm or multiple alarms resulting from an event such as severe weather. The Fire Chief reserves the right to limit and/or rotate personnel along with releasing additional personnel. Employees scheduled to work a minimum eight (8) hour shift and respond to an emergency call immediately proceeding and/or held over for emergency call will accrue overtime once they have worked their scheduled shift hours.

### GENERAL

**Section 1.** The City shall furnish employees with an on-duty Accidental Death Indemnity and Accidental Dismemberment policy of \$50,000.00 through the National Union Fire Insurance Company of Pittsburgh, P.A. (VFIS). (Attachment A) Legal Counsel

**Section 2.** The Employer shall furnish legal assistance in the form of providing legal counsel to defend an employee who has been sued in a court of law for damages relating to the duties performed within the scope of his or her employment or to defend an employee who has otherwise been brought into court by a person, company, or organization other than the Employer, claiming damages for alleged torts committed in the course of duties performed in the scope of their employment, in good faith, as required by the Employer.

**Section 3.** The employer shall set up a 457 account for employee to contribute up to the IRS allowed annual contributions. Such 457 plans shall have the ability for loans and early withdrawals as defined by the plan.

**Section 4.** In the event of an automotive accident where a firefighter is operating a private vehicle in response to a "tone out" emergency call, the Employer will pay a maximum of \$750 towards any insurance deductible not waived by his auto insurance, provided, however, this provision shall not apply in the event the

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employee is charged with a misdemeanor or felony arising out of the occurrence. No more than one (1) occurrence during the term of this agreement.

### Licensure

All employees are required to obtain and maintain at minimum a State of Michigan Medical First Responder license. If the South Lyon Fire Department upgrades to a Basic Life Support (BLS) agency licensure, employees hired after the effective date of BLS licensure will be required to obtain and maintain an Emergency Medical Technician licensure. Employees hired prior to the effective date shall be allowed to continue as Medical First Responders for the duration of their employment.

The fire department shall offer in house continuing education credits that will allow employees to maintain a Basic Emergency Medical Technician license. The fire department is not responsible for providing or paying for continuing education credits for employees who fail to attend in house training opportunities. The Fire Chief may pay course tuition for employees to attend outside courses where continuing education credits are offered. This will be evaluated by the Fire Chief on a case-by-case basis.

The fire department will reimburse the employee the State of Michigan renewal fee for the level of emergency medical service licensure that the fire department is licensed to. The employee must present a renewed license to be eligible for the reimbursement.

# THE CITY of SOUTH LYON DRAFT TA AGREEMENT

August 4 2011

## **Duration**

This Agreement shall become effective upon its acceptance by the Association and Employer and shall remain in force until midnight, from \_\_\_\_\_ 2011 to December 31, **2013** and thereafter for successive periods of one (1) year unless either party shall on or before the sixtieth (60th) day prior to expiration serve written notice on the other party of a desire to, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate or change, or any combination thereof shall have the effect of extending the Agreement until a new Agreement is entered into either through negotiations or Act 312 Arbitration.

**MICHIGAN ASSOCIATION OF  
FIRE FIGHTERS**

**The City of  
South Lyon**

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

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

# **AGENDA NOTE**

**New Business: Item #9**

**MEETING DATE:** November 28, 2011

**PERSON PLACING ITEM ON AGENDA:** Manager

**AGENDA TOPIC:** Medical Insurance

**EXPLANATION OF TOPIC:** The third leg of the EVIP (Economic Vitality Improvement Program) requires that municipalities have a plan to have the employees share the cost of medical benefits with the employer on an 80/20 split. PA 165 otherwise known as Senate Bill 7 goes into effect on January 1, 2012.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Explanation of Public Act 165 also known as Senate Bill 7 and cost analysis.

**POSSIBLE COURSES OF ACTION:** Approve/do not approve exempting the City of South Lyon from the requirements of Public Act 165 for a period of one year

**RECOMMENDATION:** Approve exempting the City of South Lyon from the requirements of Public Act 165 for a period of one year

**SUGGESTED MOTION:** Moved by, \_\_\_\_\_ seconded by, \_\_\_\_\_ to Approve exempting the City of South Lyon from the requirements of Public Act 165 for a period of one year

## **Medical Benefits**

The third leg of the EVIP, which is the way the Governor has decided to dole out the statutory revenue sharing to municipalities that are eligible, requires that municipalities have a plan to have the employees share the cost of medical benefits with the employer on an 80/20 split. PA 165 otherwise known as Senate Bill 7 goes into effect on January 1, 2012. The bill mandates that local municipalities do one of three things with regards to employee medical benefits:

1. Employees must share in the cost of their medical benefits on an 20/80 split with the employee paying 20% of the cost or
2. The employer pays no more than then the "hard caps" which are currently \$1,597.83 per family, \$1,281.37 for a two person and \$542.95 per person on a monthly basis. These amounts will change on a yearly basis based on the change in the medical care component of the U.S. CPI for the most recent 12 month period or
3. By a 2/3 vote of its governing body each year, a local unit of government may exempt itself from the requirements of this act for the next succeeding year.

Under the law, Unions are exempt from this until their contract has expired.

- Clerical expires June 30, 2012
- Both Police Union agreements expire on June, 30 2013
- A.F.S.C.M.E. contract expires on June 30, 2014

That leaves the non-union administration personnel of which we have seven. Only five take the insurance and one of those is Steve Renwick and this will not have an effect on him. That leaves four people that would be affected. Three are family and one is a two person. The monthly cost to an employee for a family would be \$319.57 and a two person is \$256.27. The annual cost for an employee on the family plan paying 20% would be \$3,834.79 and a two person would be \$3,075.29. The City would save \$12,301.16 by having the four non-union administration employees pay 20% of their medical benefits based on current costs.

Since this will ultimately affect all the employees I put together a committee consisting of Lori, Julie, one representative from each of the four Unions, our agent of record and myself to go over PA 165. The objective was to inform the group of what PA 165 is and how it would affect all employees.

Now that you have the background on PA 165 I would like you to consider option number three. I am asking the City Council to forgo PA 165 for one year to give the employees a chance to adjust their personal budgets and prepare for the 20% payment of their medical insurance. As I stated above, only four employees would be affected in January. Given the state of the economy, it is somewhat unfair to target four individuals at this time. Further, all of the employees have gone without raises, endured the cutbacks in personnel and have done so with a team-spirit attitude which has allowed the City to provide our residents and taxpayers with top-quality service and still maintain a healthy fund balance.

## Health Insurance Premiums for EVIP and Public Act 152

### 80%/20% split

Health Insurance	BCBS w/wrap program	Prescription Insurance	Total Monthly Premium	20% Monthly Premium
Single	\$ 456.86	\$ 86.09	\$ 542.95	\$ 108.59
Two-person	\$ 1,074.75	\$ 206.62	\$ 1,281.37	\$ 256.27
Family	\$ 1,339.56	\$ 258.27	\$ 1,597.83	\$ 319.57

### Hard caps

Total Monthly Premium	Annual Premium	Hard Caps	Annual premium for Employees	Monthly Premium
\$ 542.95	\$ 6,515.40	\$ 5,500.00	\$ 1,015.40	\$ 84.62
\$ 1,281.37	\$ 15,376.44	\$ 11,000.00	\$ 4,376.44	\$ 364.70
\$ 1,597.83	\$ 19,173.96	\$ 15,000.00	\$ 4,173.96	\$ 347.83

City of South Lyon  
Office of the Mayor

## PROCLAMATION

WHEREAS, The year 2011 marks a milestone for Hornet Concrete, celebrating 50 years in the City of South Lyon; and

WHEREAS, The Leonard LaChance Family bought up the bankrupt concrete company and made it viable again; and

WHEREAS, Leonard picked up the reins and guided the business to success in South Lyon; and

WHEREAS, From 1960 to 1979 Hornet Concrete donated all diesel fuel to the South Lyon Fire Department; and

WHEREAS, Leonard helped the City Fire Department with a large donation to purchase their first "Jaws of Life" device; and

WHEREAS, Leonard donated, in his brother Don's name, the property where the City water tower is now located;

NOW THEREFORE, I Tedd Wallace, Mayor of the City of South Lyon, do hereby by proclamation, issue a heartfelt THANK YOU from the City of South Lyon for your generous donations and hard work.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of South Lyon, Michigan to be affixed this 28th day of November, 2011



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Tedd M. Wallace, Mayor