

# **Regular City Council Meeting**

## **April 25, 2016**

### **Agenda**

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

**I.    Old Business –**

**II.   New Business**

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

**III.   Discussion – Downtown**

**IV.   Manager's Report**

**V.    Council Comments**

**VI.   Adjournment**

The City of South Lyon  
Special City Council Meeting  
Budget Workshop  
April 9, 2016

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

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

Councilmember Dedakis arrived at 9:24 a.m.

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

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

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

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

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

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

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

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

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

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



was developed in 1968, but should be updated. City Manager Ladner stated we had worked with another business to pay their tap fees over time, and we had a very hard time collecting the money.

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

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

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

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

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

VOTE:

MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

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Mayor John Galeas

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Lisa Deaton Clerk/Treasurer

4/9/16

The City of South Lyon  
Regular City Council Meeting  
April 11, 2016

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

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

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

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

VOTE: MOTION CARRIED UNANIMOUSLY

MINUTES-

March 14, 2016

Councilmember Wedell stated the motion on page 2 for the two year lease was made by Kurtzweil, and supported by Rzyzi.

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

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

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

VOTE: MOTION CARRIED UNANIMOUSLY

March 28, 2016

Councilmember Wedell stated the top of the first page states Mayor Pro Tem Wedell call the meeting to order, but Mayor Galeas was present at that meeting. Councilmember Kivell stated on page 3 the word site should be spelled sight.

CM 4-3-16 MOTION TO APPROVE MINUTES AS AMENDED

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

VOTE: MOTION CARRIED UNANIMOUSLY

BILLS

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

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

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

VOTE: MOTION CARRIED UNANIMOUSLY

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

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

VOTE: MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT

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

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

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

### **Fire Officer Swearing In**

1. Tim Wilson promotion to Lieutenant

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

### **OLD BUSINESS**

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

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

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

Motion by Kramer, supported by Kivell

Motion to approve resolution to establish and set mobile food vending application and license fees as follows:

- a. Mobile Food Vendor License Application fee - \$25, plus \$10 for each person requiring a background check
- b. Mobile Food Vendor License Renewal Application fee - \$25, plus \$10 for each person requiring a background check
- c. Mobile Food Vendor License fee - \$240 per six-month license period
- d. Mobile Food Vending Sponsor Application fee - \$25, plus \$10 for each person requiring a background check
- e. Mobile Food Vending Sponsor Renewal Application fee - \$25, plus \$10 for each person requiring a background check
- f. Mobile Food Vending Sponsor License fee - \$50 per annual license period

VOTE:

MOTION CARRIED UNANIMOUSLY

### **NEW BUSINESS**

1. Consider approval for Heritage Day- Historic Village

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

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

Motion by Wedell, supported by Kivell

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

VOTE: MOTION CARRIED UNANIMOUSLY

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

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

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

Motion by Kramer, supported by Dedakis

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

VOTE: MOTION CARRIED UNANIMOUSLY

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

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

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

Motion by Kivell, supported by Kramer

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

VOTE: MOTION CARRIED UNANIMOUSLY

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

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

CM 4-9-16 MOTION DECLARING APRIL 29<sup>TH</sup> ARBOR DAY IN THE CITY OF SOUTH LYON

Motion by Kramer, supported by Wedell

Motion to declare April 29<sup>th</sup> as Arbor Day in the City of South Lyon

VOTE: MOTION CARRIED UNANIMOUSLY

5. Consider resolution presented by Councilmember Kivell regarding Council censure of Councilmember Kurtzweil

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

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

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

being added without anyone knowing what the discussion would be. The idea of adding an agenda item without any backup for Council to read beforehand is not appropriate. Councilmember Kivell read the Resolution in full.

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

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

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

Motion by Kivell, supported by Wedell

Motion to approve resolution of censure of Councilmember Kurtzweil

#### ROLL CALL VOTE:

Kivell- Yes

Dedakis- Yes

Galeas- Yes

Wedell- Yes

Kramer- Yes

Kurtzweil- abstained

MOTION CARRIED

#### Discussion- Downtown

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

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

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

#### Manager's Report

City Manager Ladner stated there is a golf tournament application that MST is putting on at Tanglewood at the end of May. Donations will be given to Kiwanis as well as the Pelican Foundation. If anyone is interested let her know. City Manager Ladner stated she will be out of town on the 15<sup>th</sup> through the 7<sup>th</sup> to visit with her daughter.

City Manager Ladner stated the Lyon Car Wash sign is a very long complicated story. She stated the original sign was a legal non-conforming sign put up in 1972. There was a replacement sign in the 80's. They came to the City a year ago to put up a new sign. It was then discovered the sign is actually located on the Oakland County Road Commission property. It was also a legally non-conforming sign, if it was to be replaced it would have to be

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

### **Council Comments**

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

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

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

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

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

### **Adjournment**

#### **CM 4-11-16 MOTION TO ADJOURN**

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

VOTE: **MOTION CARRIED UNANIMOUSLY**

Respectfully submitted,

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Mayor John Galeas

4-11-16

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Lisa Deaton Clerk/Treasurer



DRAFT

## **AGENDA NOTE**

New Business: Item

**MEETING DATE:** April 25, 2016

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

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

### **EXPLANATION OF TOPIC:**

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

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

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

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

### **RECOMMENDATION:**

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



280 N. Old Woodward  
Suite 12  
Birmingham, MI 48009

O 248.385.3112

C 248.835.2068

F 888.450.1682

jphowe@jphowe.com

www.jphowe.com

April 8, 2016

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

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

Dear Ms. Ladner,


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

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

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

Very truly yours,

**JPHOWE, PLLC**

  
J. Patrick Howe

Enclosures

cc: A & M Restaurant Group, LLC

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Michigan Department of Licensing and Regulatory Affairs  
Liquor Control Commission (MLCC)  
Toll Free: 866-813-0011 • [www.michigan.gov/lcc](http://www.michigan.gov/lcc)

Business ID: \_\_\_\_\_  
Request ID: \_\_\_\_\_  
(For MLCC use only)

**Local Government Approval**  
(Authorized by MCL 436.1501)

**Instructions for Applicants:**

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

**Instructions for Local Legislative Body:**

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a \_\_\_\_\_ meeting of the \_\_\_\_\_ council/board  
(regular or special) (township, city, village)  
called to order by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_  
(date) (time)  
the following resolution was offered:  
Moved by \_\_\_\_\_ and supported by \_\_\_\_\_  
that the application from \_\_\_\_\_ A & M Restaurant Group, LLC  
(name of applicant)  
for the following license(s): \_\_\_\_\_ Class C Liquor License  
(list specific licenses requested)

to be located at: 101 Lafayette, South Lyon, Michigan 48178

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: \_\_\_\_\_

It is the consensus of this body that it \_\_\_\_\_ this application be considered for  
(recommends/does not recommend)  
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are \_\_\_\_\_

**Vote**

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

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

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

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

Print Name of Clerk

Signature of Clerk

Date

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

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

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

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

Fax to: 517-763-0059



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
LIQUOR CONTROL COMMISSION  
ANDREW J. DELONEY  
CHAIRPERSON

MIKE ZIMMER  
DIRECTOR

**Notice of Deficiency – Withholding Investigation**  
(Authorized by R436.1103 (2) & MCL436.1529)

April 4, 2016

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

Request ID #843871

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

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

- Form LCC-100 – page 4 (enclosed) to be signed.
- Local Government Approval – Form LCC-106 (enclosed) and requires a recommendation for Class C license.

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

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

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

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

slh

Enclosures



280 N. Old Woodward  
Suite 12  
Birmingham, MI 48009

T 248.385.3112

F 248.835.2068

T 888.450.1682

jphowe@jphowe.com

www.jphowe.com

March 18, 2016

**VIA EMAIL ONLY**

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

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

Dear Ms. Martin:

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

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

We trust that upon receipt of a Local Approval Resolution that this application will be authorized for investigation. We respectfully request that you mark the license in question as "allocated" to protect

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Ms. Sharon Martin  
March 18, 2016  
Page 2

our position while we work with this City of South Lyon to process this application as quickly as possible. Should you have any questions or concerns regarding this application, please do not hesitate to contact me.

Very truly yours,

**JPHOWE, PLLC**

J. Patrick Howe

A handwritten signature in black ink, appearing to be 'JP Howe', written over the printed name 'J. Patrick Howe'.

Enclosures

cc: A & M Restaurant Group, LLC

## ON-PREMISE AVAILABILITY REPORT

County	LGU Name	District/LGU	Population	Authorized	Issued	Allocated	Available	Type
OAKLAND	ROCHESTER HILLS CITY	D-112	70,995	47	46	0	1	Legal
	ROSE TWP	D-128	6,250	4	0	0	4	Dry
	ROYAL OAK CITY	D-142	57,236	38	43	0	0	Legal
	ROYAL OAK TWP	D-129	2,419	2	1	0	1	Legal
	SOUTH LYON CITY	D-143	11,327	8	7	0	1	Legal
	SOUTHFIELD CITY	D-132	71,739	48	48	0	0	Legal
	SOUTHFIELD TWP	D-130	19	1	1	0	0	Legal
	SPRINGFIELD TWP	D-131	13,940	9	7	0	2	Legal
	SYLVAN LAKE CITY	D-158	1,720	1	1	0	0	Legal
	TROY CITY	D-132.5	80,980	54	54	0	0	Legal
	WALLED LAKE CITY	D-136.5	6,999	5	5	0	0	Legal
	WATERFORD TWP	D-133	71,707	48	46	0	2	Legal
	WEST BLOOMFIELD TWP	D-134	64,690	43	41	0	2	Legal
	WHITE LAKE TWP	D-135	30,019	20	15	0	5	Legal
	WIXOM CITY	D-123.5	13,498	9	9	0	0	Legal
	WOLVERINE LAKE VILLAGE	D-115.5	4,312	3	3	0	0	Legal
County Totals :			1,199,131	805	778	4	63	
OCEANA	BENONA TWP	G-411	1,437	1	1	0	0	Legal
	CLAYBANKS TWP	G-412	777	1	0	0	1	Legal
	COLFAX TWP	G-413	462	1	1	0	0	Legal
	CRYSTAL TWP	G-414	838	1	1	0	0	Legal
	ELBRIDGE TWP	G-415	971	1	1	0	0	Dry
	FERRY TWP	G-416	1,292	1	0	0	1	Dry
	GOLDEN TWP	G-417	1,742	1	2	0	0	Legal
	GRANT TWP	G-418	2,486	2	1	0	1	Dry
	GREENWOOD TWP	G-419	1,184	1	0	0	1	Legal
	HART CITY	G-427	2,126	1	2	0	0	Legal





Michigan Department of Licensing and Regulatory Affairs  
Liquor Control Commission (MLCC)  
Toll-Free: 866-813-0011 - [www.michigan.gov/lcc](http://www.michigan.gov/lcc)

Business ID: \_\_\_\_\_  
Request ID: \_\_\_\_\_  
(For MLCC Use Only)

### Retail License & Permit Application

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

#### Part 1 - Applicant Information

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

Applicant name(s): A & M Restaurant Group, LLC		
Address to be licensed: 101 Lafayette		
City: South Lyon, MI	Zip Code: 48178	
City/township/village where license will be issued: South Lyon		County: Oakland
Federal Employer Identification Number (FEIN): 81-1852119		

- |  |   |
|--|---|
| 1. Are you requesting a new license?   | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| 2. Are you applying ONLY for a new permit or permission?                         | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| 3. Are you buying an existing license?   | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| 4. Are you adding space to or dropping space from the licensed premises?         | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| 5. Are you transferring the location of an existing license?                     | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| 6. Is this license being transferred as the result of a default or court action? | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| 7. Do you intend to use this license actively?                                   | <input checked="" type="radio"/> Yes <input type="radio"/> No |

Leave Blank - MLCC Use Only

#### Part 2 - License Transfer Information (If Applicable)

If transferring ownership of a license ONLY and not transferring the location of a license, fill out only the name of the current licensee(s)

Current licensee(s): N/A - Quota License Application		
Current licensed address:		
City:	Zip Code:	
City/township/village where license is issued:		County:

#### Part 3 - Licenses, Permits, and Permissions

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

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

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

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

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

Inspection Fees:	\$140.00	License & Permit Fees:	\$890.00	<b>TOTAL FEES:</b>	<b>\$1,030.00</b>
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# Schedule A - Licenses, Permits, & Permissions

Applicant name: A & M Restaurant Group, LLC

Off Premises License Type:	Base Fee:	Fee Code MLCC Use Only
New Transfer		
<input checked="" type="checkbox"/> <input type="checkbox"/> SDM License	\$100.00	4012
<input type="checkbox"/> <input type="checkbox"/> SDD License	\$150.00	
<input type="checkbox"/> <input type="checkbox"/> Resort SDD License	Upon Licensure/\$150.00	

Off Premises Permits:	Base Fee:
<input type="checkbox"/> Sunday Sales Permit (AM)*	\$160.00
<input type="checkbox"/> Sunday Sales Permit (PM)** (Held with SDD License)	\$22.50
<input type="checkbox"/> Catering Permit	\$100.00
<input type="checkbox"/> Beer and Wine Tasting Permit	No charge
<input type="checkbox"/> Living Quarters Permit	No charge

On/Off Premises Permission Type:	Base Fee:
<input type="checkbox"/> Off-Premises Storage	No charge
<input type="checkbox"/> Direct Connection(s)	No charge
<input type="checkbox"/> Motor Vehicle Fuel Pumps	No charge

\*Sunday Sales Permit (AM) allows the sale of liquor, beer, and wine on Sunday mornings between 7:00am and 12:00 noon, if allowed by the local unit of government.

\*\*Sunday Sales Permit (PM) allows the sale of liquor on Sunday afternoons and evenings between 12:00 noon and 2:00am (Monday morning). If allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of beer and wine on Sunday after 12:00 noon. The Sunday Sales Permit (PM) fee is 15% of the fee for the license that allows the sale of liquor. Additional bar fees and B-Hotel room fees are also calculated as part of the permit fee.

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

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

Number of Licenses: 2 x \$70.00 Inspection Fee

Total Inspection Fee(s): Fee Code: 4036 \$140.00

Total License Fee(s): \$700.00

Total Permit Fee(s): \$190.00

**TOTAL FEES DUE:** \$1,030.00

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

Make checks payable to State of Michigan

On Premises License Type:	Base Fee:	Fee Code MLCC Use Only
New Transfer		
<input type="checkbox"/> <input type="checkbox"/> B-Hotel License	\$600.00	
Number of guest rooms: _____		
<input type="checkbox"/> <input type="checkbox"/> A-Hotel License	\$250.00	
Number of guest rooms: _____		
<input checked="" type="checkbox"/> <input type="checkbox"/> Class C License	\$600.00	4012
<input type="checkbox"/> <input type="checkbox"/> Tavern License	\$250.00	
<input type="checkbox"/> <input type="checkbox"/> Resort License	Upon Licensure	
<input type="checkbox"/> <input type="checkbox"/> Redevelopment License	Upon Licensure	
<input type="checkbox"/> <input type="checkbox"/> Brewpub License	\$100.00	
<input type="checkbox"/> <input type="checkbox"/> G-1 License	\$1,000.00	
<input type="checkbox"/> <input type="checkbox"/> G-2 License	\$500.00	
<input type="checkbox"/> <input type="checkbox"/> Aircraft License	\$600.00	
<input type="checkbox"/> <input type="checkbox"/> Watercraft License	\$100.00	
<input type="checkbox"/> <input type="checkbox"/> Train License	\$100.00	
<input type="checkbox"/> <input type="checkbox"/> Continuing Care Retirement Center License	\$600.00	

B-Hotel or Class C Licenses Only:

☐ ☐ Additional Bar(s)

Number of Additional Bars: \_\_\_\_\_

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

On Premises Permits:	Base Fee:
<input type="checkbox"/> Sunday Sales Permit (AM)*	\$160.00
<input checked="" type="checkbox"/> Sunday Sales Permit (PM)**	\$90.00
<input checked="" type="checkbox"/> Catering Permit	\$100.00
<input type="checkbox"/> Banquet Facility Permit	Complete Form LCC-200

A Banquet Facility Permit is an extension of the license at a different location. It may have its own permits and permissions. It is not a banquet room on the licensed premises.

<input type="checkbox"/> Outdoor Service	No charge
<input type="checkbox"/> Dance Permit	No charge
<input type="checkbox"/> Entertainment Permit	No charge
<input type="checkbox"/> Extended Hours Permit:	No charge

☐ Dance ☐ Entertainment Days/Hours: \_\_\_\_\_

☐ Specific Purpose Permit: No charge

Activity requested: \_\_\_\_\_

Days/Hours requested: \_\_\_\_\_

<input type="checkbox"/> Living Quarters Permit	No charge
<input type="checkbox"/> Topless Activity Permit	No charge

**Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner**

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

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

Name: <b>MARK PETER JERANT</b>		
Home address: <b>13802 FOREST RIDGE</b>		
City: <b>SOUTH LYON</b>	State: <b>MI</b>	Zip Code: <b>48178</b>
Business Phone: <b>313-415-6357</b>	Cell Phone:	Email: <b>MPJBOOKINGS@GMAIL.COM</b>
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If <b>Yes</b> , please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write chain "below": <b>LAMORECHT JERANT INC 184160</b> <b>CROSS-C ON-PREMISE</b>		
Do you hold more than 10% interest in the applicant entity? <input type="radio"/> Yes <input checked="" type="radio"/> No		
If you answered "no" to the first question and "yes" to the second question, pursuant to administrative rule R 436.1115 you must submit fingerprints and undergo an investigation by the MLCC. An applicant that has been fingerprinted previously for a license issued by the MLCC does not need to submit a new set of fingerprints. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed "Livescan Fingerprint Background Request" with your application.		

**Part 5b - Personal Information (Individuals)**

Date of Birth: [REDACTED]	Social Security Number: [REDACTED]	Driver's License Number: [REDACTED]	
Are you a citizen of the United States of America?		<input checked="" type="radio"/> Yes <input type="radio"/> No	
Have you ever legally changed your name?		<input type="radio"/> Yes <input checked="" type="radio"/> No	
If you answered "yes", please list your prior name(s) (including maiden):			
Spouse's full name (If currently married): <b>AVORY SUSAN JERANT</b>			
Spouse's date of birth: <b>05/31/78</b>	Is your spouse a citizen of the United States of America? <input checked="" type="radio"/> Yes <input type="radio"/> No		
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? <input type="radio"/> Yes <input checked="" type="radio"/> No			
Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC? <input type="radio"/> Yes <input checked="" type="radio"/> No			
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If <b>Yes</b> , list below (attach additional pages if necessary):			
Date	City/State	Charge	Disposition
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If <b>Yes</b> , list below (attach additional pages if necessary):			<input type="radio"/> Yes <input checked="" type="radio"/> No
Date	City/State	Charge	Disposition

**Part 5c - Signature**

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

**MARK JERANT**

Print Name

Signature

Date

**3/16/16**

## Part 6 - Contact Information

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

What is your preferred method of contact?		<input type="radio"/> Phone	<input type="radio"/> Mail	<input checked="" type="radio"/> Email	<input type="radio"/> Fax
What is your preferred method for receiving a Commission Order?		<input type="radio"/> Mail	<input checked="" type="radio"/> Email	<input type="radio"/> Fax	
Contact name: J. Patrick Howe	Relationship: Attorney				
Mailing address: 280 N. Old Woodward, Suite 12, Birmingham, MI 48009					
Phone: (248) 385-3112	Fax number: 888-450-1682	Email: jphowe@jphowe.com			

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

Attorney name: J. Patrick Howe		Member Number: P-68634	
Attorney address: 280 N. Old Woodward, Suite 12, Birmingham, MI 48009			
Phone: (248) 385-3112	Fax number: 888-450-1682	Email: jphowe@jphowe.com	
Would you prefer that we contact your attorney for all licensing matters related to this application?			<input checked="" type="radio"/> Yes <input type="radio"/> No
Would you prefer any notices or closing packages be sent directly to your attorney?			<input checked="" type="radio"/> Yes <input type="radio"/> No

## Part 8 - Signature of Applicant

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

**Notice:** When purchasing a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

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

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

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

J. Patrick Howe, Authorized Agent

Print Name of Applicant & Title

Signature of Applicant

Date

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



Michigan Department of Licensing and Regulatory Affairs  
Liquor Control Commission (MLCC)  
Toll-Free: 866-813-0011 - [www.michigan.gov/lcc](http://www.michigan.gov/lcc)

Business ID: \_\_\_\_\_  
Request ID: \_\_\_\_\_

**Report of Stockholders, Members, or Partners**  
(Authorized by MCL 436.1529(1), R 436.1051, and R 436.1110)

(For MLCC Use Only)

**Part 1 - Licensee Information**

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

Licensee name(s): A & M Restaurant Group, LLC

Address: 13802 Forest Ridge Circle

City: South Lyon, MI

Zip Code: 48178

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

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

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

Name and address of all members:	Percent % Issued:	Date Issued/Acquired:
Mark Jerant	100%	Feb 13, 2016
13802 Forest Ridge Circle, South Lyon, MI 48178		
Name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:		



Michigan Department of Licensing and Regulatory Affairs  
Liquor Control Commission (MLCC)  
Toll-Free: 866-813-0011 - [www.michigan.gov/lcc](http://www.michigan.gov/lcc)

Business ID: \_\_\_\_\_  
Request ID: \_\_\_\_\_  
(For MLCC Use Only)

### Report of Stockholders, Members, or Partners

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

Part 2c - Limited Partnerships - Please complete this section and attach more copies of this page if more room is needed.		
Name and address of all partners:	Percent % Issued:	Date Issued/Acquired:
Name and address of Managers, pursuant to administrative rule R 436.1111:		
Mark Jerant, Manager		
13802 Forest Ridge Circle, South Lyon, MI 48178		

Part 3 - Authorized Signers (Authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company)	
Name & Title:	Mark Jerant, Manager
Name & Title:	J. Patrick Howe, Authorized Agent
Name & Title:	
Name & Title:	
Name & Title:	

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

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

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

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

J. Patrick Howe, Authorized Agent

Print Name of Applicant or Licensee & Title

Signature of Applicant or Licensee

Date

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

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received

(FOR BUREAU USE ONLY)

FEB 09 2016

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

TranInfo: 1 21069111-2 02/08/16  
Chk#: 1358 Amt: \$50.00  
IQ: A & M RESTAURANT GROUP LLC

Name

MARK PETER JERANT

Address

PO BOX 212

City

SOUTH LYON

State

MI

ZIP Code

48178

FEB 10 2016

EFFECTIVE DATE BY ADMINISTRATOR  
CORPORATIONS DIVISION

Document will be returned to the name and address you enter above.  
If left blank, document will be returned to the registered office.

**ARTICLES OF ORGANIZATION**

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

**E7819C**

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

**ARTICLE I**

The name of the limited liability company is:

A + M RESTAURANT GROUP LLC

**ARTICLE II**

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

Food + Beverage

**ARTICLE III**

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

**ARTICLE IV**

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

MARK JERANT

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

13802 FOREST RIDGE SOUTH LYON

(Street Address)

(City)

Michigan

48178

(Zip Code)

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

PO BOX 212 SOUTH LYON

(P.O. Box or Street Address)

(City)

Michigan

48178

(Zip Code)

**ARTICLE V** (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

Signed this 3 day of February, 2016

By  (Signature(s) of Organizer(s))



OPERATING AGREEMENT  
LIMITED LIABILITY COMPANY (LLC)

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

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

FORMATION

**COMPANY FORMATION:**

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

**NAME:**

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

**REGISTERED OFFICE:**

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

13802 Forest Ridge Circle  
South Lyon, Michigan 48178

Registered Agent: Mark Jerant

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

**BUSINESS PURPOSE AND POWERS:**

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

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

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

LLC shall be involved in Real Estate or may be changed from time to time as may be deemed fit or necessary by amendment of this Agreement and/or the Articles of Organization.



**BE IT KNOWN** that the foregoing statement of powers shall not serve as a limitation on the powers, authority, or abilities of this LLC, with which they shall be permitted to engage in any and all lawful business activities. In the event that the LLC should engage in any business activities outside of the state of its formation that would require the qualification of the LLC in other states, it shall obtain said qualifications before engaging in any such out-of-state activities.

**LLC DURATION:**

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

**NATURE OF MEMBERS' INTEREST:**

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

**MAJORITY**

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

**MANAGERS RIGHTS AND DUTIES**

**MANAGEMENT:**

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

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

**NUMBER OF MEMBERS AND QUALIFICATIONS:**

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

**ELECTION AND TERM OF OFFICE:**

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

**RESIGNATION:**

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

**REMOVAL:**

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

**VACANCIES:**

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

**REVIEW OF RECORDS AND BOOKS:**

Any Manager shall have the right to examine all books and records of the Company for a purpose reasonably related to such Manager's position as a Manager.

**COMPENSATION:**

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

**COMMITTEES:**

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

**MEETINGS**

**MEETING PLACE AND NOTICE:**

The Managers of the Company may hold their meetings, both regular and special, at any place within or outside of the State of Michigan, provided 1 weeks' advance written notice is delivered to all required parties.

**QUORUM; VOTING; ACTION ALLOWABLE WITHOUT A MEETING:**

A Majority of the Managers shall be necessary to constitute a quorum for the transaction of business. Every act or decision done or made by a Majority of the Managers present at a meeting at which a quorum is present shall be regarded as the act of the Company, unless a greater number is required by law or by the ACT.

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

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

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

**ADJOURNMENT:**

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

**MEMBERS**

**MEMBER NAMES AND ADDRESSES:**

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

**MEMBER ADMISSION:**

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

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

**MEMBER MEETINGS**

**MEMBER ANNUAL MEETINGS:**

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

**SPECIAL MEETINGS:**

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

**MEETING NOTICE OF MEMBERS:**

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

**RECORD DATE:**

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

**QUORUM:**

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

**ACTIONS BY MEMBERS – OTHER THAN ELECTION OF MANAGERS:**

Except for a matter for which the affirmative vote of the holders of a greater portion of the Membership Interests entitled to vote is required by law, the ACT, or this Agreement or amendments hereto, the act of Members shall be the affirmative vote of a Majority in Interest of all the Members represented and voting at the meeting. All actions of the Members provided for herein may be taken by written consent without a meeting. Any such action which may be taken by the Members without a meeting shall be effective only if the consents are in writing and signed by all Members eligible to vote on such action. Members may participate in any meeting of the Members by means of a conference telephone, web

conference, or similar communications equipment, provided all persons participating in the meeting can hear one another, and such participation in a meeting shall constitute presence in person at the meeting.

**REQUIRED UNANIMOUS CONSENT:**

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

- (a) To create or allow to subsist any fixed or floating charge, lien, or other encumbrance over the whole or any part of the undertaking, property, and assets of the Company, except for the purpose of securing the indebtedness of the Company to its bankers for sums borrowed in the ordinary course of business;
- (b) To borrow any sum except from the Company's bankers in the ordinary course of business;
- (c) To enter into any partnership or profit sharing agreement with any person; or
- (d) To make any change in the nature of business.
- (e) Or any other matter which may be changed from time to time as may be deemed fit or necessary by amendment of this Agreement and/or the Articles of Organization.

**QUALIFIED MAJORITY CONSENT:**

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

- (a) To make any loan, other than by way of deposit with a clearing bank or other institution in which normal business would include the acceptance of deposits, advances, or give any credit other than normal trade credit;
- (b) To give any guarantee or indemnity to secure the liabilities or obligations of any person other than a subsidiary of the Company;
- (c) To sell, transfer, lease, assign, or otherwise dispose of a material part of the undertaking, property, and/or assets of the Company or any such subsidiary, or any interest therein, or contract to do so, other than the sale of products in the ordinary course of business;
- (d) To take, grant, or agree to take or grant any leasehold interest in or license over any land;
- (e) To acquire, purchase, or subscribe for any shares, debentures, mortgages, or securities, or any interest therein, in any company, trust, or other body;
- (f) To initiate any litigation other than for the purpose of the collection of debts in the ordinary course of business or arbitration;
- (g) To change the auditors, accounting firm, or bankers of the Company;
- (h) To make or give any claim, disclaimer, election, or consent for taxation purposes;
- (i) To undertake anything which would require accounting treatment by way of provision reserve or extraordinary item; or
- (j) To effect any material change in the Company's accounting or reporting practices.
- (k) Or any other matter which may be changed from time to time as may be deemed fit or necessary by amendment of this Agreement and/or the Articles of Organization.

**MEMBER ACTION TO ELECT MANAGERS:**

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

**MEMBERS ENTITLED TO VOTE:**

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

**REGISTERED MEMBERS:**

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

**LIMITATION OF LIABILITY & INDEMNIFICATION OF MANAGERS AND MEMBERS**

**LIMITATION OF LIABILITY:**

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

**INDEMNIFICATION:**

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

**OTHER RIGHTS:**

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

**MEMBER REPORTS:**

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

**CAPITAL CONTRIBUTIONS, CAPITAL ACCOUNTS, AND LOANS**

**LOANS, CAPITAL CONTRIBUTIONS:**

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

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

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

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

#### **CAPITAL ACCOUNTS:**

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

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

#### **MEMBERS WITHDRAWAL OR REDUCTION OF CONTRIBUTION TO CAPITAL:**

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

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

#### **LIABILITY OF MEMBERS:**

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

## ALLOCATIONS, DISTRIBUTIONS, ELECTIONS AND REPORTS

### **ALLOCATIONS:**

Subject to the following provisions, for the purpose of maintaining Capital Accounts and in determining the right of the Members among themselves, Net Income or Net Loss, if any, for a Fiscal Year or other period, shall be allocated to the Members in proportion to their respective Membership Interests after giving effect to all Capital Account adjustments attributable to contributions and distributions of cash and property made during such Fiscal Year; notwithstanding the provisions of the preceding clause of this Section. In the event any Member unexpectedly receives any adjustments, allocations, or distributions contained and described within the Internal Revenue Service Treasury Regulation Sections §1.704-1(b)(2)(ii)(d)(4), §1.704-1(b)(2)(ii)(d)(5), or §1.704-1(b)(2)(ii)(d)(6), items of Income shall be specifically allocated to such Member (consisting of a pro rata portion of each item of Company Income, including gross income, for such year) in an amount and manner sufficient to eliminate such deficit, if any, in such Member's Adjusted Capital Account, as quickly as possible. The foregoing provision is intended to constitute a "qualified income offset" within the meaning of section of §1.704-1(b)(2)(ii)(d) of the Treasury Regulations, and this provision shall be interpreted consistently with said Treasury Regulation.

### **DISTRIBUTIONS:**

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

### **LIMITATION OF DISTRIBUTIONS:**

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

### **ALLOCATIONS FOR TAX PURPOSES:**

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

### **TAX STATUS, ELECTIONS, AND MODIFICATIONS REGARDING ALLOCATIONS:**

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

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

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

### **PARTNER TAX MATTERS:**

The Managers shall designate a Member serving as a Manager, or if there is none, or if none are eligible or able to act, any Member, as the "tax matters partner" for federal income tax purposes. The tax matters partner is authorized and required to represent the Company in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated

therewith. The tax matters partner shall have the final decision making authority with respect to all Federal income tax matters involving the Company. The Members agree to cooperate with the tax matters partner and to do or refrain from doing any or all things reasonably required by the tax matters partner to conduct such proceeding. Any direct out-of-pocket expense incurred by the tax matters partner in carrying out his/her or their obligations hereunder shall be allocated to and charged to the Company as an expense of the Company for which the tax matters partner shall be reimbursed.

#### **RECORDS AND REPORTS:**

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

#### **ACCOUNT BOOKS:**

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

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

#### **COMPANY TAX RETURN AND ANNUAL STATEMENT:**

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

#### **BANK ACCOUNTS:**

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

### **TRANSFERABILITY OF MEMBERSHIP INTERESTS AND ADMISSION OF MEMBERS**

#### **TRANSFERABILITY OF MEMBERSHIP INTERESTS:**

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

#### **RESTRICTIONS ON TRANSFER OF MEMBERSHIP INTERESTS:**

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

#### **RIGHTS OF TRANSFEREE:**



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

**ADMISSION OF TRANSFEREES AS MEMBERS:**

A transferee of a Membership Interest may be admitted as a Member of the Company only upon furnishing to the Company all of the following:

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

**ADMISSION OF NEW MEMBERS:**

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

**BUY/SELL RIGHTS AMONG MEMBERS:**

Members of the Company may offer to any other Member the opportunity to buy such Offeror's Members interest or to purchase such Offeree Member's interest, in the Company.

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

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

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

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

These provisions shall apply to any Acceptance, Notification, or deemed Acceptance of the Buy/Sell Notice when (i) in the event the Offeree Member(s) give or are deemed to have given an Acceptance, within the time prescribed, each Offeree Member(s) shall be obligated to sell all of its Membership Interest in the Company beneficially owned by such Offeree Member(s) to the Offeror Member(s), who then shall be obligated to purchase such shares; (ii) in the event all of the Offeree Member(s) give a Notification to the Offeror Member, within the time prescribed, each Offeree Member shall purchase from the Offeror Member and the Offeror Member shall be obligated to sell to the Offeree Member all Membership Interest in the Company beneficially owned by the Offeror Member pro rata, in the proportion to the Membership Interest owned by each Offeree Member(s) in relation to the total Membership Interests owned by all Offeree

Member(s); and (iii) in the event some, but not all, of the Offeree Member(s) give a Notification to the Offeror Member and some, but not all, of the Offeree Member(s) give an Acceptance to the Offeror Member within the time prescribed, those Offeree Member(s) who gave a Notification to the Offeror Member shall be required to purchase, from the Offeror Member and from those Offeree Member(s) who gave an Acceptance, all Membership Interest in the Company beneficiary owned by the Offeror Member and owned by those Offeree Member(s) who gave an Acceptance. Each of the Offeror Member and those Offeree Member(s) who gave an Acceptance shall be obligated to sell all of their Membership Interest in the Company to those Offeree Member(s) who gave a Notification. If more than one Offeree gives a Notification, such Offeree Member(s) shall purchase such Membership Interest in the Company pro rata in the proportion with the amount of Membership Interest in the Company owned by each such Offeree Member(s) bears to the total Membership Interests owned by all such Offeree Member(s). An Offeror Member shall not be entitled to purchase Membership Interests in the Company owned by some of the Offeree Member(s) and sell his/her or their Membership Interest in the Company to others of the Offeree Member(s).

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

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

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

#### **RIGHT OF FIRST REFUSAL:**

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

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

If within the said 14 day period the Other Members do not give an Acceptance Notice or Acceptance Notices as herein provided, such that all and not less than all of the Offered Interest is required to be purchased, then the Disposing Member's Offer shall be deemed to have been rejected and the Disposing Member shall sell the Offered Interest to the Third Party on the exact same terms and conditions in the Third Party Offer. Where the Third Party does not acquire all of the Membership Interest in the Company, the Third Party shall agree to be bound by the provisions of this Agreement.

Specifically such Third Party may not acquire a Membership Interest or be admitted as a Member, except by full compliance with all requirements under Sections titled "Transferability of Membership Interests – Admission of Members." The sale to the Third Party must be completed on the closing date as aforesaid, and such offer shall be deemed for purposes hereof to be a new offer which, pursuant to the provisions of this Section, shall be first offered to the Other Members. The Disposing Member shall provide reasonable proof to the Other Members that the sale of the Offered Interest was completed at such price and upon such terms and conditions as contained in the Third Party Offer, before the Third Party shall be entitled to be registered as a Member of the Company.

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

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

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

## DISSOLUTION AND TERMINATION

### **WITHDRAWAL:**

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

### **DISSOLUTION:**

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

Upon dissolution of the Company, the business and affairs of the Company shall terminate and be wound up, and the assets of the Company shall be liquidated under this Section.

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

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

#### **DISSOLUTION IN THE EVENT OF A DEADLOCK:**

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

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

#### **ARTICLES OF DISSOLUTION:**

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

#### **DISTRIBUTION OF ASSETS UPON DISSOLUTION:**

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

#### **DISTRIBUTIONS IN KIND:**

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

### **MISCELLANEOUS PROVISIONS**

#### **COMPETING BUSINESS:**

Except as otherwise expressly provided in this Agreement or the ACT, neither the Managers nor the Members, nor any of their shareholders, directors, officers, employees, partners, agents, family members, or affiliates, shall be prohibited or restricted in any way from investing in or conducting, either directly or indirectly, and may invest in and/or conduct, either directly or indirectly, businesses of any nature whatsoever, except for the ownership and operation of businesses or properties similar to or in the same geographical area as those held by the Company. Except as otherwise provided in this Agreement or the ACT, any investment in or conducting of any such businesses by any such person or entity shall not give rise to any claim for an accounting by any Member or the Company or any right to claim any interest therein or the profits therefrom.

**MEMBER REPRESENTATIONS AND AGREEMENTS:**

Notwithstanding anything contained in this Agreement to the contrary, each Member hereby represents and warrants to the Company, the Managers, and to each other that (i) the Membership Interest of such Member is acquired for investment purposes only, for the Member's own account, and not with a view to or in connection with any distribution, reoffer, resale, or other disposition not in compliance with the Securities Act of 1933, as amended, and the rules and regulations thereunder (the "1933 Act") and applicable state securities laws; (ii) such Member, alone or together with the Member's representatives, possesses such expertise, knowledge, and sophistication in financial and business matters generally, and in the type of transactions in which the Company proposes to engage in particular, that the Member is capable of evaluating the merits and economic risks of acquiring and holding the Membership Interest and the Member is able to bear all such economic risks now and in the future; (iii) such Member has had access to all of the information with respect to the Membership Interest acquired by the Member under this Agreement that the Member deems necessary to make a complete evaluation thereof and has had the opportunity to question the other Members and the Managers, if any, concerning such Membership Interest; (iv) such Member's decision to acquire the Membership Interest for investment has been based solely upon the evaluation made by the Member; (v) such Member is aware that the Member must bear the economic risk of an investment in the Company for an indefinite period of time because Membership Interests have not been registered under the 1933 Act or under the securities laws of various states and, therefore, cannot be sold unless such Membership Interests are subsequently registered under the 1933 Act and any applicable state securities laws or an exemption from registration is available; (vi) such Member is aware that only the Company can take action to register Membership Interests and the Company is under no such obligation and does not propose to attempt to do so; (vii) such Member is aware that this Agreement provides restrictions on the ability of a member to sell, transfer, assign, mortgage, hypothecate, or otherwise encumber the Member's Membership Interest; (viii) such Member agrees that the Member will truthfully and completely answer all questions and make all covenants that the Company or the Managers may, contemporaneously or hereafter, ask or demand for the purpose of establishing compliance with the 1933 Act and applicable state securities laws; and (ix) if that Member is an organization, that it is duly organized, validly existing, and in good standing under the laws of its state or country of organization and that it has full organizational power and authority to execute and agree to this Agreement and to perform its obligations hereunder.

**NOTICE:**

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

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

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

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

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

**NO PARTITION ACTION:**

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

**AMENDMENTS:**

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

**POWER OF ATTORNEY:**

Each Member hereby makes, constitutes, and appoints each elected Manager as may be serving from time to time, severally, with full power of substitution, as the Member's true and lawful attorney-in-fact, for such Member and in such

Member's name, place, and stead and for the Member's use and benefit to sign and acknowledge, file, and record, any amendments hereto among the Members and for the further purpose of executing and filing on behalf of each Member any documents necessary to constitute the continuation of the Company, the admission or withdrawal of a Member, the qualification of the Company in a foreign jurisdiction (or amendment to such qualification), the admission of substitute Members, or the dissolution or termination of the Company, provided such continuation, admission, withdrawal, qualification, or dissolution and termination are in accordance with the terms of this Agreement.

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

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

#### **GOVERNING LAW; ARBITRATION:**

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

#### **ENTIRE AGREEMENT:**

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

#### **WAIVER:**

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

#### **SEVERABILITY:**

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

#### **BINDING AGREEMENT:**

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

#### **TENSE AND GENDER:**

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

#### **CAPTION:**

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

#### **BENEFITS OF AGREEMENT:**

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

**BENEFITS OF AGREEMENT:**

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

**COUNTERPARTS:**

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

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

  
Mark Jerant - President and CEO

07/31/2002  
(Date)

February 4, 2016

To whom it may concern;

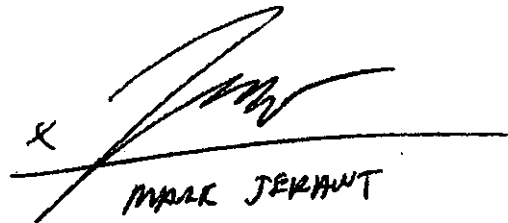
to ATM RESTAURANT GROUP LLC

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

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



Dennis Engerer



MARK JERANT



# Real Estate Summary Sheet

\*\*\*Information herein deemed reliable but not guaranteed\*\*\*

04/22/2016 8:45 AM

<b>Parcel:</b>	80-21-29-101-001	<b>Current Class:</b>	201.201 Bus Imp
<b>Owner's Name:</b>	ENGERER, DENNIS	<b>Previous Class:</b>	201.201 Bus Imp
<b>Property Address:</b>	101 S LAFAYETTE ST SOUTH LYON, MI 48178-1393	<b>Gov. Unit:</b>	80 City of South Lyon
		<b>ITOnly</b>	POST
		<b>School:</b>	240 240 South Lyon Schools
		<b>Neighborhood:</b>	CRL E.C.F. Table CRL
<b>Liber/Page:</b>		<b>Created:</b>	/ /
<b>Split:</b>	/ /	<b>Active:</b>	Active
<b>Public Impr.:</b>	Paved Road, Sidewalk, Water, Sewer, Electric, Gas, Curb		
<b>Topography:</b>	Level		
<b>Mailing Address:</b>		<b>Description:</b>	
ENGERER, DENNIS		T1N, R7E, SEC 29 ASSESSOR'S PLAT NO 1 LOT 24	
215 E MAIN			
NORTHVILLE MI 48167-1085			

## Most Recent Sale Information

None Found

## Most Recent Permit Information

Permit 2392 SQFT STR R on 01/01/2000 for \$0 category SelectCategory.

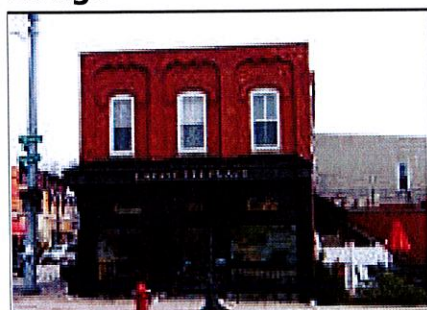
## Physical Property Characteristics

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

## Improvement Data

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

## Image



## ESCROW LICENSEE LISTING FOR COUNTY OF OAKLAND

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## AUBURN HILLS CITY

## MAX &amp; ERMA'S RESTAURANT

Bus. Nbr: 224722 Bus. Ph: (615) 782-6922 Tax ID: 264371224 Insurer: ZURICH AMERICAN INSURANCE COMPANY (11/05/2012-Present)

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licensees

CLASSC 219840-2016 SUNDAY SALES (PM), SPECIFIC TRANSFERABLE AMERICAN BLUE RIBBON HOLDINGS, LLC (A DELAWARE LIMITED LIABILITY COMPANY)

SDM 219842-2016 PURPOSE PERMIT (FOOD) TRANSFERABLE

Address: 4255 Baldwin Rd, Auburn Hills 48326

## STIR CRAZY CAFE (MLCC TRANSFER PENDING)

Bus. Nbr: 110624 Bus. Ph: (248) 454-0400 Tax ID: 311609634 Insurer: CONTINENTAL CASUALTY COMPANY (09/01/2003-Present)

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licensees

CC RES 70425-2016 OD-SERV, SPECIFIC PURPOSE NON-TRANSFERABLE MCL 436.1531 (4) STIR CRAZY CAFE-GREAT LAKES, L.L.C. (A DELAWARE LIMITED LIABILITY COMPANY)

Contact Name Purpose(s) Phone Nbr Fax Nbr Address

EDWARDS, SCOTT D ESCROW LICENSES (248) 816-5000 (248) 816-5115 CARLIN EDWARDS BROWN PLLC 2055 ORCHARD LAKE RD SYLVAN LAKE, MI 48320

## TOBY KEITH'S "I LOVE THIS BAR" (MLCC TRANSFER PENDING)

Bus. Nbr: 221556 Bus. Ph: (480) 242-4840 Tax ID: 262225575 Insurer: CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY, THE

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licensees

CLASSC 188312-2015 SUNDAY SALES (PM), ADDBAR, DANC-ENT, SPECIFIC PURPOSE TRANSFERABLE CAPRI CONCEPTS MESA LLC (AN ARIZONA LIMITED LIABILITY COMPANY)

SDM 188313-2015 PERMIT (FOOD), DIR-CON - 2, OD-SERV

TRANSFERABLE

Address: 1451 N Opdyke Rd, Auburn Hills 48326

## NO BUSINESS NAME ON FILE WITH MLCC

Bus. Nbr: 224186 Bus. Ph: Tax ID: Insurer: NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCC

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licensees

CC RES 205060-2015 SUNDAY SALES (PM) NON-TRANSFERABLE MCL 436.1531 (4) YEOMANS, GARY A

SDM 205061-2015 TRANSFERABLE

Address: 3350 Auburn Rd, Auburn Hills 48326

## NO BUSINESS NAME ON FILE WITH MLCC

Bus. Nbr: 226937 Bus. Ph: (248) 370-9440 Tax ID: 386029813 Insurer: NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCC

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licensees

CLASSC 212589-2016 TRANSFERABLE AUBURN HILLS TAX INCREMENT FINANCE AUTHORITY

Contact Name Purpose(s) Phone Nbr Fax Nbr Address

TANGHE, THOMAS A ESCROW LICENSES (248) 370-9440 1827 N SQUIRREL RD AUBURN HILLS, MI 48326

## BERKLEY CITY

## ESCROW LICENSEE LISTING FOR COUNTY OF OAKLAND

(CONTINUED) BERKLEY CITY

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THE BERKLEY FRONT

Address: 3087 12 Mile Rd, Berkley 48072

Bus. Nbr: 1750 Bus. Ph: (248) 547-3331 Tax ID: 383173117 Insurer: CONIFER INSURANCE COMPANY (03/01/2015-02/16/2016)

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses

CLASSC 2741-2015 SUNDAY SALES (PM), ADBBAR, THE BERKLEY FRONT, LTD.

SPECIFIC PURPOSE PERMIT(FOOD), ENT

BIRMINGHAM CITYNO BUSINESS NAME ON FILE WITH MLCC

Address: 201 Hamilton Row, Birmingham 48009

Bus. Nbr: 238651 Bus. Ph: Tax ID: Insurer: NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCC

License (Type-Nbr-Yr) Permits Transfer Status MCL Act

CLASSC 247961-2015 DANCE TRANSFERABLE

NO BUSINESS NAME ON FILE WITH MLCC Address: 245-, 325 S Eton St, Birmingham 48009

Bus. Nbr: 392 Bus. Ph: (248) 647-7774 Tax ID: 383324068 Insurer: CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY, THE (07/01/2015-Present)

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses

BREPUB 93027-2016 TRANSFERABLE ETON STREET RESTAURANT, INC.

BLOOMFIELD HILLS CITYBLOOMFIELD DELI PLUS

Address: 71 Long Lake Rd, Bloomfield Hills 48304

Bus. Nbr: 148175 Bus. Ph: (248) 645-6879 Tax ID: 383532978 Insurer: AMCO INSURANCE COMPANY (07/01/2009-Present)

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses

SDM 127056-2015 TRANSFERABLE ESTRELLA CORPORATION

RADISSON KINGSLEY HOTEL (MLCC TRANSFER PENDING) Address: 39475 Woodward Ave, Bloomfield Hills 48304

Bus. Nbr: 6524 Bus. Ph: (248) 646-7900 Tax ID: 383227673 Insurer: CITIZENS INSURANCE COMPANY OF AMERICA (04/30/2011-Present)

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses

B HOTEL 30506-2016 DANCE, SPECIFIC PURPOSE TRANSFERABLE WOLVIK KINGSLEY MANAGEMENT COMPANY, INC. KINGSLEY VENTURES, L.L.C.

PERMIT(FOOD)

Contact Name Purpose(s) Phone Nbr Fax Nbr Address

ALLEN, KELLY A ESCROW LICENSES (248) 540-7400 (248) 540-7401 ADKISON, NEED &amp; ALLEN, P.L.L.C. 39572 WOODWARD, SUITE 222 BLOOMFIELD HILLS, MI 48304

BLOOMFIELD TWPHOGAN'S (MLCC TRANSFER PENDING)

Address: 6450 Telegraph Rd, Bloomfield Hills 48301

Bus. Nbr: 2510 Bus. Ph: (248) 626-1800 Tax ID: 381810187 Insurer: STATE AUTO PROPERTY AND CASUALTY INSURANCE COMPANY (01/03/2016-Present)

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses

CLASSC 3841-2016 SUNDAY SALES (PM), OD-SERV, TRANSFERABLE RESTAURANT SERVICE CORPORATION SPECIFIC PURPOSE PERMIT(FOOD)

## ESCROW LICENSEE LISTING FOR COUNTY OF OAKLAND

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(CONTINUED) BLOOMFIELD TWP

MAPLE BPA, INC.

Bus.Nbr: 228412 Bus.Ph:

Tax ID:

Address: 6495 Telegraph Rd, Bloomfield Hills 48301

Insurer: NORTH POINTE INSURANCE COMPANY (02/23/2015-09/10/2015)

License (Type-Nbr-Yr)PermitsTransfer StatusMCL ActLicenses

SDD 246803-2016

SUNDAY SALES (AM), SUNDAY SALES TRANSFERABLE  
(PM), DIR-CON - 1, GAS PUMPS

MAPLE BPA, INC.

SDM 246804-2016

TRANSFERABLE

CLAWSON CITYAMERICAN LEGION DAVID E. CLEARY POST 167

Bus.Nbr: 8452 Bus.Ph:

Tax ID: 381244885

Address: 655 S Main St, Clawson 48017

Insurer: WEST BEND MUTUAL INSURANCE COMPANY (04/01/2010-03/12/2014)

License (Type-Nbr-Yr)PermitsTransfer StatusMCL ActLicenses

CLUB 20491-2016

SUNDAY SALES (PM), DANCE

TRANSFERABLE

AMERICAN LEGION DAVID E. CLEARY POST 167

TRINTI & CARMENS (MCC TRANSFER PENDING)

Bus.Nbr: 134845 Bus.Ph:

Tax ID: 383559195

Address: 1119 W Maple Rd, Clawson 48017

Insurer: HARLEYSVILLE LAKE STATES INSURANCE COMPANY (06/01/2012-11/23/2013)

License (Type-Nbr-Yr)PermitsTransfer StatusMCL ActLicensesCLASSC 110058-2016  
SDM 110060-2016

SUNDAY SALES (PM), DANCE

TRANSFERABLE  
TRANSFERABLE

SHILLA, INC.

Contact NamePurpose(s)Phone NbrFax NbrAddress

KIM, DONG Y

ESCROW LICENSES

(248) 225-0311

1618 CRESTLINE LANE ROCHESTER HILLS, MI 48307

COMMERCE TWPHONEY TREE GRILLE (MCC TRANSFER PENDING)

Bus.Nbr: 155461 Bus.Ph:

Tax ID: 830343864

Address: 40290 W 14 Mile Rd, Commerce Township 48390

Insurer: FOUNDERS INSURANCE COMPANY (10/01/2012-06/09/2014)

License (Type-Nbr-Yr)PermitsTransfer StatusMCL ActLicenses

CLASSC 225406-2015

SPECIFIC PURPOSE PERMIT(FOOD)

TRANSFERABLE

AEK FOODS, INC.

Contact NamePurpose(s)Phone NbrFax NbrAddress

ZINGAS, PETER N

ESCROW LICENSES

(313) 962-6400

(313) 963-4614

SIMON STELLA & ZINGAS P.C. 645 Griswold St Ste 3466  
Detroit, MI 48226FARMINGTON CITYLUIGI'S TRATORIA (MCC TRANSFER PENDING)

Bus.Nbr: 1886 Bus.Ph:

Tax ID: 383241917

Address: 23360 Farmington Rd, Farmington 48336

Insurer: AMGUARD INSURANCE COMPANY (12/24/2015-Present)

License (Type-Nbr-Yr)PermitsTransfer StatusMCL ActLicenses

CLASSC 2945-2016

SUNDAY SALES (PM)

NON-TRANSFERABLE

MCL 436.1521(1)

BELICORP, INC.

## ESCROW LICENSEE LISTING FOR COUNTY OF OAKLAND

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(CONTINUED) FARMINGTON CITY

**ORCHARD TEN QUALITY FOODS (MLCC TRANSFER PENDING)**

Address: 24065 Orchard Lake Rd, Farmington 48336

Bus. Nbr: 153519 Bus. Ph: (248) 763-0039 Tax ID: 421619470 Insurer: ARGONAUT GREAT CENTRAL INSURANCE COMPANY (12/01/2010-Present)

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenses

SDD 132124-2016 SUNDAY SALES (PM), SUNDAY SALES TRANSFERABLE ILAN, INC.

SDM 132125-2016 (AM) TRANSFERABLE

Contact Name Purpose(s) Phone Nbr Fax Nbr Address

ATISHA, ZY SABAH ESCROW LICENSES (248) 231-6017 2155 FAWNWOOD WAY BLOOMFIELD, MI 48302

**RUSTIC PUB (MLCC TRANSFER PENDING)**

Address: 31030 Grand River Ave, Farmington 48336

Bus. Nbr: 321 Bus. Ph: (248) 474-6140 Tax ID: 383101616 Insurer: NORTH POINTE INSURANCE COMPANY (05/17/2013-09/02/2013)

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenses

CLASSC 497-2015 SUNDAY SALES (PM) TRANSFERABLE THE RUSTIC PUB, INC.

SDM 17827-2015 SUNDAY SALES (PM) TRANSFERABLE

**FARMINGTON HILLS CITY**

Address: 28841-, 28843 Orchard Lake Rd, Farmington Hills 48334

Bus. Nbr: 176859 Bus. Ph: (248) 553-7391 Tax ID: Insurer: TRAVELERS INSURANCE COMPANY (12/24/2010-06/22/2015)

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenses

CLASSC 180022-2016 SUNDAY SALES (PM) TRANSFERABLE ROMO HOUSE OF INDIA L.L.C.

Bus. Nbr: 100168 Bus. Ph: (248) 615-7700 Tax ID: 383438400 Insurer: PROPERTY-OWNERS INSURANCE COMPANY (12/01/2009-Present)

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenses

CLASSC 71989-2015 SUNDAY SALES (PM), DANC-ENT, OD-SERV, SPECIFIC PURPOSE TRANSFERABLE PRIYA PRIYA, INC.

PERMIT (FOOD)

Contact Name Purpose(s) Phone Nbr Fax Nbr Address

MANDAVA, RAVI ESCROW LICENSES (248) 767-4043 24460 WALDEN WOODS FARMINGTON HILLS, MI 48335

Address: 31425 W 12 Mile Rd, Farmington Hills 48334

Bus. Nbr: 240465 Bus. Ph: Tax ID: Insurer: NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCC

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenses

CLASSC 258963-2015 SUNDAY SALES (PM), DANC-ENT, TRANSFERABLE 12 MILE ORCHARD LAKE OPERATIONS, LLC

SDM 258964-2015 OD-SERV TRANSFERABLE

**FERNDALE CITY**

Address: 280 W 9 Mile Rd, Ferndale 48220

Bus. Nbr: 155078 Bus. Ph: (248) 223-9160 Tax ID: 201215328 Insurer: GENERAL CASUALTY COMPANY OF WISCONSIN (04/01/2012-Present)

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenses

CLASSC 134423-2015 SUNDAY SALES (PM), SUNDAY SALES TRANSFERABLE TWA ENTERPRISES OF FERNDALE, LLC

PURPOSE PERMIT (FOOD)

## ESCROW LICENSEE LISTING FOR COUNTY OF OAKLAND

(CONTINUED) FERRDALE CITY

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EDEN NIGHTCLUB

Address: 22061 Woodward Ave, Ferndale 48220

Bus. Nbr: 144135 Bus. Ph: (248) 541-7674 Tax ID: 371458456 Insurer: NORTH POINTE INSURANCE COMPANY (11/11/2010-06/03/2011)

License (Type-Nbr-Yr) Permits Transfer Status MCL Act LicensesesCLASSC 123803-2016 SUNDAY SALES (PM), DANC-ENT, TRANSFERABLE POSH ENTERTAINMENT, INC.  
ADDBAR, OD-SERVHAZEL PARK CITY

Address: 22031 Deguindre Rd, Hazel Park 48030

DERBY'S SPORTS CAFE (MLCC TRANSFER PENDING) Bus. Nbr: 99549 Bus. Ph: (248) 544-8040 Tax ID: 383429007 Insurer: NORTH POINTE INSURANCE COMPANY (10/16/2013-10/16/2014)License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses  
CLASSC 70550-2015 SUNDAY SALES (PM), DANC-ENT TRANSFERABLE NEW HORSEMEN, INC.  
SDM 70551-2015INDEPENDENCE TWP

Address: 6450 Dixie Hwy, Clarkston 48346

3 STAR DISCOUNT LIQUOR Bus. Nbr: 229752 Bus. Ph: (248) 625-6262 Tax ID: 460813973 Insurer: NORTH POINTE INSURANCE COMPANY (12/27/2012-01/07/2013)License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses  
SDD 221009-2015 SUNDAY SALES (PM), SUNDAY SALES TRANSFERABLE 3 STAR DISCOUNT LIQUOR, INC.  
SDM 221010-2015 TRANSFERABLEContact Name Purpose(s) Phone Nbr Fax Nbr Address  
KESNO, SAM ESCROW LICENSES 43103 CORALBEAN CT STERLING HEIGHTS, MI 48314NO BUSINESS NAME ON FILE WITH MLCC (MLCC TRANSFER PENDING) Address: 10081 Ortonville Rd, Clarkston 48348Bus. Nbr: 227752 Bus. Ph: (313) 963-8989 Tax ID: 461166531 Insurer: NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCC  
License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses  
CLASSC 217691-2016 SUNDAY SALES (PM) TRANSFERABLE M-15, LLC  
SDM 217692-2016 TRANSFERABLENO BUSINESS NAME ON FILE WITH MLCC Address: 6110 Dixie Hwy, Clarkston 48346Bus. Nbr: 232632 Bus. Ph: (248) 276-0213 Tax ID: 462293152 Insurer: PRIMEONE INSURANCE COMPANY (11/21/2013-07/28/2014)  
License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses  
BREPUB 252487-2016 SUNDAY SALES (PM), SUNDAY SALES TRANSFERABLE CLARKSTON COURTS LLC  
CLASSC 232179-2016 (AM), DANCE, ADDBAR, OD-SERVLAKE ORION VILLAGE

Address: 305 S Broadway St, Lake Orion 48362

APPLEBEES'S NEIGHBORHOOD GRILL & BAR #8090 (MLCC TRANSFER PENDING) Bus. Nbr: 229690 Bus. Ph: (248) 262-1000 Tax ID: 352450409 Insurer: CITIZENS INSURANCE COMPANY OF AMERICA (09/20/2012-07/02/2014)  
License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses  
CC RES 218366-2016 SUNDAY SALES (PM), SUNDAY SALES NON-TRANSFERABLE MCL 436.1531(4) TSFR APPLE VENTURE LLC  
(AM), SPECIFIC PURPOSE PERMIT (FOOD), ENTLATHERUP VILLAGE CITY

## ESCROW LICENSEE LISTING FOR COUNTY OF OAKLAND

(CONTINUED) LATHRUP VILLAGE CITY

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VILLAGE BAR AND GRILLEBus.Nbr: 222594 Bus.Ph:Tax ID:Address: 27411 Southfield Rd, Lathrup Village 48076  
Insurer: ARGONAUT GREAT CENTRAL INSURANCE COMPANY (03/10/2011-Present)License (Type-Nbr-Yr)PermitsTransfer Status MCL ActLicenseses

CLASSC 198998-2015

SUNDAY SALES (PM), SUNDAY SALES TRANSFERABLE (AM), OD-SERV, SPECIFIC PURPOSE PERMIT(FOOD)

LATHRUP VENTURES, LLC

SDM 198999-2015

TRANSFERABLE

LYON TWPKROGER STORE #366Bus.Nbr: 240048 Bus.Ph:Tax ID:Address: 51847 10 Mile Rd, South Lyon 48178  
Insurer: ACE AMERICAN INSURANCE COMPANY (07/06/2015-Present)License (Type-Nbr-Yr)PermitsTransfer Status MCL ActLicenseses

TAVERN 251753-2016

SUNDAY SALES (AM), BEER &amp; WINE SAMPLING

THE KROGER CO. OF MICHIGAN

SDM 251754-2016

TRANSFERABLE

Contact NamePurpose(s)Phone NbrFax NbrAddress

RUSHLOW, CHERIE

ESCROW CONTRACT

(248) 536-1601

(248) 536-1575

40399 GRAND RIVER AVE NOV1, MI 48375

MADISON HEIGHTS CITYGOLDEN CITY RESTAURANTBus.Nbr: 5178 Bus.Ph:Tax ID: 382847157Address: 28741-, 28743 Deguindre Rd, Madison Heights 48071  
Insurer: AMERICAN STATES INSURANCE COMPANY (11/09/2008-Present)License (Type-Nbr-Yr)PermitsTransfer Status MCL ActLicenseses

CLASSC 7959-2015

TRANSFERABLE

GOLDEN CITY, INC.

QUAKER STEAK AND LUBE (MLCC TRANSFER PENDING)Bus.Nbr: 235715 Bus.Ph:Tax ID:Address: 611 W 12 Mile Rd, Madison Heights 48071  
Insurer: NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCCLicense (Type-Nbr-Yr)PermitsTransfer Status MCL ActLicenseses

CLASSC 253880-2015

SUNDAY SALES (PM), SUNDAY SALES TRANSFERABLE (AM), ADDBAR, OD-SERV, SPECIFIC PURPOSE PERMIT(FOOD), DANC-ENT

OSL MADISON HEIGHTS, LLC

SDM 253881-2015

TRANSFERABLE

QUAN NEM NGONBus.Nbr: 240789 Bus.Ph:Tax ID:Address: 30701 Deguindre Rd, Madison Heights 48071  
Insurer: ARGONAUT GREAT CENTRAL INSURANCE COMPANY (11/05/2015-Present)License (Type-Nbr-Yr)PermitsTransfer Status MCL ActLicenseses

CLASSC 256510-2015

SUNDAY SALES (PM), SUNDAY SALES TRANSFERABLE (AM)

SAN DIEGO SUSHI, LLC

SDM 256511-2015

TRANSFERABLE

Contact NamePurpose(s)Phone NbrFax NbrAddress

DORNBOS, STEVEN L

ESCROW CONTRACT

(231) 946-7125

4215 DUCK CREEK WAY ELLENTON, FL 34222

VETERANS OF FOREIGN WARS OF U.S. DEPT. OF MI-GILES EVERINGHAM 9507Bus.Nbr: 197912 Bus.Ph:Tax ID: 381942714Address: 630 E 11 Mile Rd, Madison Heights 48071  
Insurer: SECURA INSURANCE, A MUTUAL COMPANY (06/15/2014-03/10/2015)License (Type-Nbr-Yr)PermitsTransfer Status MCL ActLicenseses

CLUB 161954-2015

SUNDAY SALES (PM), DANCE

TRANSFERABLE

VETERANS OF FOREIGN WARS OF U.S. DEPT. OF MI-GILES EVERINGHAM 9507

## ESCROW LICENSEE LISTING FOR COUNTY OF OAKLAND

(CONTINUED) MADISON HEIGHTS CITY

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## NO BUSINESS NAME ON FILE WITH MCCC

Address: 32149-, 32153 John R Rd, Madison Heights 48071

Bus.Nbr: 215691 Bus.Ph: (248) 616-8868

Tax ID: 800258404

Insurer: WEST BEND MUTUAL INSURANCE COMPANY (12/23/2014-Present)

License (Type-Nbr-Yr)PermitsTransfer StatusMCL ActLicenses

CC RES 178427-2016

SUNDAY SALES (PM), SPECIFIC  
PURPOSE PERMIT(FOOD)

TRANSFERABLE

MCL 436.1531(2)

FUJI JAPANESE BUFFET, INC.

SDM 178428-2016

TRANSFERABLE

Contact NamePurpose(s)Phone NbrFax NbrAddress

DORNBOB, STEVEN L

ESCROW CONTACT

(231) 946-7135

4215 DUCK CREEK WAY ELLENTON, FL 34222

## MILFORD TWP

## HOLDEN'S PARTY STORE

Address: 2055 S Milford Rd, Milford 48381

Bus.Nbr: 10469 Bus.Ph: (248) 685-1260

Tax ID: 382116070

Insurer: MASSACHUSETTS BAY INSURANCE COMPANY (03/15/2012-Present)

License (Type-Nbr-Yr)PermitsTransfer StatusMCL ActLicenses

SD 13498-2015

SUNDAY SALES (PM), SUNDAY SALES  
(AM)

TRANSFERABLE

W.B.P. ENTERPRISES, INC.

SDM 3813-2015

TRANSFERABLE

## MILFORD VILLAGE

## FRESCO PIZZA CAFE (MCCC TRANSFER PENDING)

Address: 145 S Milford Rd, Milford 48381

Bus.Nbr: 231912 Bus.Ph: (248) 714-5916

Tax ID: 275136823

Insurer: NORTH POINTE INSURANCE COMPANY (04/19/2014-12/29/2015)

License (Type-Nbr-Yr)PermitsTransfer StatusMCL ActLicenses

CLASSC 224295-2015

SUNDAY SALES (PM), SUNDAY SALES  
(AM), OD-SERV

TRANSFERABLE

FRESCO FOODS, INC.

SDM 224296-2015

TRANSFERABLE

## NOVI CITY

## ANDIAMO- THE SECOND CITY

Address: 42705 Grand River Ave, Bldg 100, Novi 48375

Bus.Nbr: 159354 Bus.Ph: (248) 348-4448

Tax ID:

Insurer: AMERICAN INSURANCE COMPANY (09/20/2012-07/08/2015)

License (Type-Nbr-Yr)PermitsTransfer StatusMCL ActLicenses

CC RES 138283-2015

SUNDAY SALES (PM), DANC-ENT,  
OD-SERV, ADDBAR, SPECIFIC  
PURPOSE PERMIT(FOOD)

TRANSFERABLE

MCL 436.1531(2)

JCTD LLC

SDM 138284-2015

TRANSFERABLE

Phone NbrFax NbrAddressContact NamePurpose(s)

(586) 415-1200

(586) 415-1210

BUFALINO AND PALAZZOLO, P.C. 33830 HARPER AVE  
CLINTON TOWNSHIP, MI 48035



## ESCROW LICENSEE LISTING FOR COUNTY OF OAKLAND

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(CONTINUED) NOVI CITY

HOOPER'S**Bus.Nbr:** 237186 **Bus.Ph:** (770)951-2040 **Tax ID:** 465553883 **Insurer:** LEXINGTON INSURANCE COMPANY (08/11/2014-Present) **Address:** 44375 W 12 Mile Rd, Ste G-155, Novi 48377License (Type-Nbr-Yr) Permits Transfer Status MCL Act

CLASSC 241116-2016 SUNDAY SALES (AM), SUNDAY SALES TRANSFERABLE HOA RESTAURANT HOLDER, LLC (A DELAWARE LIMITED LIABILITY COMPANY) (PM), ENT, OD-SERV

Contact Name

BROWN, MICHAEL J

Purpose(s)

ESCROW LICENSES

Phone Nbr

(517) 321-4616

Fax Nbr

(517) 321-4642

Address

CARLIN, EDWARDS, BROWN &amp; HOWE, PLLC 6017 W ST JOE HWY STE 202 LANSING, MI 48917

KIM'S GARDEN**Bus.Nbr:** 226276 **Bus.Ph:** (248) 348-0700 **Tax ID:** 382563935 **Insurer:** UNITED STATES LIABILITY INSURANCE COMPANY (09/28/2015-Present)License (Type-Nbr-Yr) Permits

CLASSC 255274-2015

SUNDAY SALES (PM)

Transfer Status

TRANSFERABLE

MCL Act

TRANSFERABLE

LicensesLEI, ADA MEIHUA  
TAM, ROGER KWOK WAIMAX & ERMA'S RESTAURANT**Bus.Nbr:** 224714 **Bus.Ph:** (615) 782-6922 **Tax ID:** 264371224 **Insurer:** ZURICH AMERICAN INSURANCE COMPANY (11/05/2012-Present)License (Type-Nbr-Yr) Permits

CC RES 219870-2016

SUNDAY SALES (PM), OD-SERV,  
DIR-CON - 1, SPECIFIC PURPOSE  
PERMIT(FOOD)Transfer Status

NON-TRANSFERABLE

MCL Act

MCL 436.1531(4) AMERICAN BLUE RIBBON HOLDINGS, LLC (A DELAWARE LIMITED LIABILITY COMPANY)

Licenses

AMERICAN BLUE RIBBON HOLDINGS, LLC (A DELAWARE LIMITED LIABILITY COMPANY)

ROSE SENIOR LIVING AT PROVIDENCE PARK**Bus.Nbr:** 239486 **Bus.Ph:** **Tax ID:** **Insurer:** NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCC **Address:** PROVIDENCE PARK SENIOR LIVING, 47666 Grand River Ave, Novi 48374License (Type-Nbr-Yr)

CLASSC 257481-2016

PermitsSUNDAY SALES (PM), ADDBAR,  
DANC-ENT, SPECIFIC PURPOSE  
PERMIT(FOOD), OD-SERVTransfer Status

TRANSFERABLE

MCL Act

TRANSFERABLE

Licenses

EDWARD ROSE ENTERTAINMENT MICHIGAN, L.L.C.

SDM 257482-2016

PermitsSUNDAY SALES (PM), ADDBAR,  
DANC-ENT, SPECIFIC PURPOSE  
PERMIT(FOOD), OD-SERVTransfer Status

TRANSFERABLE

MCL Act

TRANSFERABLE

Licenses

TRANSFERABLE

SUNOCO (MLCC TRANSFER PENDING)**Bus.Nbr:** 233967 **Bus.Ph:** (248) 735-1121 **Tax ID:** 272430280 **Insurer:** NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCC **Address:** 43601 Grand River Ave, Novi 48375License (Type-Nbr-Yr) Permits

SDD 238936-2016

SUNDAY SALES (PM), SUNDAY SALES TRANSFERABLE  
(AM), GAS PUMPSTransfer Status

TRANSFERABLE

MCL Act

TRANSFERABLE

Licenses

KAJY OIL INC

SDM 238937-2016

PermitsSUNDAY SALES (PM), SUNDAY SALES TRANSFERABLE  
(AM), GAS PUMPSTransfer Status

TRANSFERABLE

MCL Act

TRANSFERABLE

Licenses

TRANSFERABLE

Contact Name

KAJY, RADI F

Purpose(s)

ESCROW LICENSES

Phone Nbr

ESCROW LICENSES

Fax Nbr

ESCROW LICENSES

Address

761 NISSAN COURT WIXOM, MI 48393

## ESCROW LICENSEE LISTING FOR COUNTY OF OAKLAND

(CONTINUED) NOVI CITY

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THE DAILY POST (MLCC TRANSFER PENDING)

Address: 42875 Grand River Ave, Ste 104, Novi 48375

Bus. Nbr: 235536 Bus. Ph: (248) 308-2100 Tax ID: 464223980 Insurer: UNITED STATES LIABILITY INSURANCE COMPANY (10/03/2014-12/17/2014)

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses

CLASSC 243132-2015 SUNDAY SALES (PM), SUNDAY SALES TRANSFERABLE (AM), DANC-ENT, OD-SERV, ADDBAR, SPECIFIC PURPOSE PERMIT(FOOD) DAILY POST, INC.

Escrow Licensee Name(s) Purpose(s) Phone Nbr Fax Nbr Address

HINDO, JOHN ESCROW LICENSES (248) 223-9830 (248) 265-4107 MEKANI, OROW, MEKANI, SHALLAL &amp; HINDO, P.C. 255 SOUTH OLD WOODWARD SUITE 310 BIRMINGHAM, MI 48009

TWELVE MILE CROSSING AT FOUNTAIN WALK

Address: 44125 W 12 Mile Rd, Ste E-136, Novi 48377

Bus. Nbr: 242329 Bus. Ph: Tax ID: Insurer: NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCC

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses

CLASSC 260548-2015 SUNDAY SALES (PM), SUNDAY SALES TRANSFERABLE (AM), DANC-ENT, OD-SERV, SPECIFIC PURPOSE PERMIT(FOOD) SUN VALLEY - MI LIMITED PARTNERSHIP

SDM 260549-2015 TRANSFERABLE

OAK PARK CITY

Address: 13151 W 10 Mile Rd, Oak Park 48237

NO BUSINESS NAME ON FILE WITH MLCC Bus. Nbr: 236316 Bus. Ph: (248) 593-6200 Tax ID: 465061242 Insurer: NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCC

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses

SDD 244282-2015 TRANSFERABLE PARKWOODS MARKET, LLC

SDM 244283-2015 TRANSFERABLE

ORCHARD LAKE VILLAGE CITY

Address: 4105 Orchard Lake Rd, West Bloomfield 48323

Bus. Nbr: 159678 Bus. Ph: Tax ID: Insurer: FOUNDERS INSURANCE COMPANY (05/03/2012-01/17/2013)

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses

CLASSC 141078-2016 SUNDAY SALES (PM), ADDBAR, DANC-ENT, OD-SERV, SPECIFIC PURPOSE PERMIT(FOOD) OLPT, INC.

ORION TWP

Address: R 1, 3350 Kern Rd, Lake Orion 48360

BALD MOUNTAIN LOUNGE AND RESTAURANT Bus. Nbr: 3018 Bus. Ph: (248) 373-1110 Tax ID: 382680880 Insurer: HDI-GERLING AMERICA INSURANCE COMPANY (05/01/2012-Present)

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses

CLASSC 4620-2015 SUNDAY SALES (PM), SUNDAY SALES TRANSFERABLE (AM), DIR-CON - S, SPECIFIC PURPOSE PERMIT(FOOD,GOLF), PRIESKORN LOUNGE AND RESTAURANT, INC.

Escrow Licensee Name(s) Purpose(s) Phone Nbr Fax Nbr Address

CONTACT 4628-2015 ESCROW CONTACT (248) 330-5545 3675 TREMONTTE CIRCLE ROCHESTER, MI 48306

PRIESKORN, GERALD C

## ESCROW LICENSEE LISTING FOR COUNTY OF OAKLAND

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(CONTINUED) ORION TWP

GREAT LAKES CARRY OUTBus. Nbr: 168632 Bus. Ph: (248) 393-2900 Tax ID: 203810273 Insurer: MERCHANTS MUTUAL INSURANCE COMPANY (08/19/2011-11/04/2011)Address: 4960 S Baldwin Rd, Orion 48359License (Type-Nbr-Yr) PermitsTransfer StatusMCL ActLicenseses

SDD 153144-2016 SUNDAY SALES (PM)

TRANSFERABLE

GREAT LAKES GRILLE LLC

SDM 153145-2016

TRANSFERABLE

PIZZARIFEFFIC (MLCC TRANSFER PENDING)Bus. Nbr: 223477 Bus. Ph: (248) 393-3600 Tax ID: 262684853 Insurer: STATE AUTO PROPERTY AND CASUALTY INSURANCE COMPANY (04/10/2014-Present)Address: 3063 S Baldwin Rd, Lake Orion 48359License (Type-Nbr-Yr) PermitsTransfer StatusMCL ActLicenseses

TAVERN 197936-2015 SPECIFIC PURPOSE PERMIT (FOOD)

TRANSFERABLE

PIZZARIFEFFIC, LLC

Contact NamePurpose(s)Phone NbrFax NbrAddress

BECKER, MICHAEL J

ESCROW LICENSES

(248) 496-8503

3321 GRAFTON ST LAKE ORION, MI 48359

OXFORD TWPNO BUSINESS NAME ON FILE WITH MLCCAddress: 700 N Lapeer Rd, Oxford 48371Bus. Nbr: 238284 Bus. Ph:Tax ID:Insurer: NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCCLicense (Type-Nbr-Yr) PermitsTransfer StatusMCL ActLicenseses

CLASSC 244808-2016

TRANSFERABLE

BRINKER MICHIGAN, INC. (A DELAWARE CORPORATION)

PONTIAC CITYCLUTCH CARGO (MLCC TRANSFER PENDING)Address: 65 E Huron St, Pontiac 48342Bus. Nbr: 3476 Bus. Ph: (248) 333-0649Tax ID: 383298675Insurer: CAPITOL INDEMNITY CORPORATION (01/14/2013-12/06/2013)License (Type-Nbr-Yr) PermitsTransfer StatusMCL ActLicenseses

CLASSC 5324-2015

TRANSFERABLE

HURON ENTERTAINMENT CORPORATION

Contact NamePurpose(s)Phone NbrFax NbrAddress

EDWARDS, SCOTT D

ESCROW LICENSES

(248) 816-5000

(248) 816-5115

CARLIN EDWARDS BROWN PLLC 2055 ORCHARD LAKE RD  
SYLVAN LAKE, MI 48320COLE'S MARKETBus. Nbr: 134853 Bus. Ph: (248) 332-3632Tax ID: 363558949Insurer: NORTH POINTE INSURANCE COMPANY (10/01/2014-02/09/2015)License (Type-Nbr-Yr) PermitsTransfer StatusMCL ActLicenseses

SDD 105829-2016

TRANSFERABLE

COLE'S MARKET, INC.

SDM 105830-2016

TRANSFERABLE

Contact NamePurpose(s)Phone NbrFax NbrAddress

SAONA, MUKHLES D

ESCROW CONTACT

6901 DOBBS WAY WEST BLOOMFIELD, MI 48322

## ESCROW LICENSEE LISTING FOR COUNTY OF OAKLAND

(CONTINUED) PONTIAC CITY

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COUNTRY PARTY STORE (MLCC TRANSFER PENDING)

Address: 429 Elizabeth Lake Rd, Pontiac 48341

Bus. Nbr: 206114 Bus. Ph: (248) 332-2371 Tax ID: 261935653 Insurer: NORTH POINTE INSURANCE COMPANY (05/12/2013-12/20/2013)

License (Type-Nbr-Yr) PermitsTransfer Status MCL ActLicenses

SDD 166664-2016

PAMICO, INC.

SDM 166665-2016

TRANSFERABLE  
TRANSFERABLEContact NamePurpose(s)Phone NbrFax NbrAddress

ABBO, PETER

ESCROW LICENSES

(248) 489-1880

(248) 489-4206

WEINBAUM & ABBO, P.C. 28545 ORCHARD LAKE RD STE B  
FARMINGTON HILLS, MI 48334J & J WINE SHOP

Address: 165 S Telegraph Rd, Pontiac 48341

Bus. Nbr: 225577 Bus. Ph: (248) 421-0711 Tax ID: 454226889 Insurer: UNITED STATES LIABILITY INSURANCE COMPANY (06/15/2012-08/17/2013)

License (Type-Nbr-Yr) PermitsTransfer Status MCL ActLicenses

SDM 214239-2015

TRANSFERABLE

J &amp; J WINES, INC.

J.D.'S KEY CLUB (MLCC TRANSFER PENDING)

Address: 1-, 3 N Saginaw St, Pontiac 48342

Bus. Nbr: 6961 Bus. Ph: (248) 338-7337 Tax ID: 382880758 Insurer: NORTH POINTE INSURANCE COMPANY (10/01/2013-03/02/2014)

License (Type-Nbr-Yr) PermitsTransfer Status MCL ActLicenses

CC RES 40359-2015

TRANSFERABLE MCL 436.1531(4) PONTIAC UPTOWN CORPORATIONDANC-ENT, DIR-CON - 2, OD-SERV, NON-TRANSFERABLE  
ADDBAR, SPECIFIC PURPOSE  
PERMIT(FOOD)MAJESTIC CAFE (MLCC TRANSFER PENDING)

Address: 156 Cesar E Chavez Ave, Pontiac 48342

Bus. Nbr: 2207 Bus. Ph: (810) 335-2581 Tax ID: 383189676 Insurer: NORTH POINTE INSURANCE COMPANY (08/08/2013-07/01/2014)

License (Type-Nbr-Yr) PermitsTransfer Status MCL ActLicenses

CLASSC 3412-2015

TRANSFERABLE

FERRETT, INC.

SDM 911-2015

TRANSFERABLEContact NamePurpose(s)Phone NbrFax NbrAddress

BOSTWICK, DONALD O

ESCROW LICENSES

(248) 425-5030

147 W HOWARD ST PONTIAC, MI 48342

MAJESTIC CAFE (MLCC TRANSFER PENDING)

Address: 156 Cesar E Chavez Ave, Pontiac 48342

Bus. Nbr: 2207 Bus. Ph: (810) 335-2581 Tax ID: 383189676 Insurer: NORTH POINTE INSURANCE COMPANY (08/08/2013-07/01/2014)

License (Type-Nbr-Yr) PermitsTransfer Status MCL ActLicenses

CLASSC 3412-2015

TRANSFERABLE

FERRETT, INC.

SDM 911-2015

TRANSFERABLEContact NamePurpose(s)Phone NbrFax NbrAddress

BOSTWICK, DONALD O

ESCROW LICENSES

(248) 425-5030

147 W HOWARD ST PONTIAC, MI 48342

## ESCROW LICENSEE LISTING FOR COUNTY OF OAKLAND

(CONTINUED) PONTIAC CITY

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**MARATHON**

Address: 1260 Joslyn Ave, Pontiac 48340

**Bus.Nbr:** 235439 **Bus.Ph:** (248) 874-3790 **Tax ID:****Insurer:** FARMERS INSURANCE EXCHANGE (06/12/2014-07/21/2014)License (Type-Nbr-Yr)PermitsTransfer StatusMCL ActLicenses

SD 238490-2016

SUNDAY SALES (PM), SUNDAY SALES TRANSFERABLE  
(AM), DIR-CON - 1, GAS PUMPS

JOSLYN FUEL, INC.

SDM 238493-2016

TRANSFERABLE

Contact NamePurpose(s)Phone NbrFax NbrAddress

MAYER, LINDA S

ESCROW LICENSES

(248) 540-7400

(248) 540-7401

ADKISON NEED & ALLEN PLLC 39572 WOODWARD, SUITE 222  
BLOOMFIELD HILLS, MI 48304**MILL STREET BAR**

Address: 12 Mill St, Pontiac 48342

**Bus.Nbr:** 99551 **Bus.Ph:** (248) 454-8132 **Tax ID:** 363442635 **Insurer:** FOUNDERS INSURANCE COMPANY (01/15/2013-07/05/2013)License (Type-Nbr-Yr)PermitsTransfer StatusMCL ActLicenses

CLASSC 7188-2015

SUNDAY SALES (PM), DANCE,  
SPECIFIC PURPOSE PERMIT(FOOD)

TRANSFERABLE

MILL STREET BAR, INC.

SDM 4805-2015

TRANSFERABLE

Contact NamePurpose(s)Phone NbrFax NbrAddress

HARDY, EARL R

ESCROW LICENSES

(248) 706-9596

1498 OREGON CT WATERFORD, MI 48327

**MUSTANG JANE'S**

Address: 25 S Saginaw St, Pontiac 48342

**Bus.Nbr:** 224075 **Bus.Ph:** (248) 454-1006 **Tax ID:** 273732088 **Insurer:** CNIFER INSURANCE COMPANY (11/07/2015-01/22/2016)License (Type-Nbr-Yr)PermitsTransfer StatusMCL ActLicenses

CLASSC 198835-2015

SUNDAY SALES (PM), ADDBAR,  
DANC-ENT

TRANSFERABLE

BARCELONA HOLDINGS, LLC

SDM 198836-2015

TRANSFERABLE

**PIKE STREET RESTAURANT**

Address: 18 W Pike St, Pontiac 48342

**Bus.Nbr:** 143449 **Bus.Ph:** (248) 334-7878 **Tax ID:** 383427401 **Insurer:** SCOTSDALE INSURANCE COMPANY (07/15/2014-10/28/2014)License (Type-Nbr-Yr)PermitsTransfer StatusMCL ActLicenses

CLASSC 122804-2016

SPECIFIC PURPOSE PERMIT(FOOD),  
DANC-ENT, ADDBAR

TRANSFERABLE

18 W. PIKE STREET, INC.

Contact NamePurpose(s)Phone NbrFax NbrAddress

ZAITOUNA, NASHWAN Y

ESCROW CONTACT

(248) 223-9830

Address: 1368 Baldwin Ave, Pontiac 48340  
5320 FRANKLIN ROAD BLOOMFIELD HILLS, MI 48302**SUPER HAPPY DOLLAR****Bus.Nbr:** 237488 **Bus.Ph:** (248) 454-5599 **Tax ID:** 202635604 **Insurer:** NORTH POINTE INSURANCE COMPANY (12/27/2014-06/29/2015)License (Type-Nbr-Yr)PermitsTransfer StatusMCL ActLicenses

SDM 242366-2016

TRANSFERABLE

SUPER HAPPY DOLLAR, INC.

## ESCROW LICENSEE LISTING FOR COUNTY OF OAKLAND

(CONTINUED) PONTIAC CITY

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**NO BUSINESS NAME ON FILE WITH MCCC**

Address: 49 N Saginaw St, Pontiac 48342

Bus.Nbr: 216807 Bus.Ph: (248) 521-5111

Insurer: NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MCCC

License (Type-Nbr-Yr) PermitsTransfer Status MCL ActLicenses

CLASSC 199593-2016

TRANSFERABLE

49 N. SAGINAW, LLC

Contact NamePurpose(s)Phone NbrFax NbrAddress

ALLEN, KELLY A

ESCROW LICENSES

(248) 540-7400

(248) 540-7401

ADKISON, NEED & ALLEN, P.L.L.C. 39572 WOODWARD,  
SUITE 222 BLOOMFIELD HILLS, MI 48304**ROCHESTER CITY****LYTLE PHARMACY**

Bus.Nbr: 9716 Bus.Ph: (248) 651-8511

Tax ID: 382107993

Insurer: NORTH POINTE INSURANCE COMPANY (09/07/2014-05/15/2015)

License (Type-Nbr-Yr) PermitsTransfer Status MCL ActLicenses

SDM 3323-2015

TRANSFERABLE

LYTLE PHARMACY, INC.

Contact NamePurpose(s)Phone NbrFax NbrAddress

LYTLE, ROBERT A

ESCROW CONTACT

(248) 814-8488

848 INDIANWOOD LAKE ORION, MI 48362

**ROCHESTER HILLS CITY****AVON COUNTRY MARKET & PIZZA (MCCC TRANSFER PENDING)**

Bus.Nbr: 12425 Bus.Ph: (248) 656-2500

Tax ID: 383062062

Insurer: PRIMEONE INSURANCE COMPANY (09/10/2011-12/23/2012)

License (Type-Nbr-Yr) PermitsTransfer Status MCL ActLicenses

SDD 18037-2013

SUNDAY SALES (PM)

TRANSFERABLE

AVON COUNTRY MARKET, INC.

SDM 9429-2013

TRANSFERABLE

**MAX & ERMA'S RESTAURANT**

Address: 122 N Adams Rd, Rochester Hills 48309

Bus.Nbr: 224708 Bus.Ph: (615) 782-6922

Tax ID: 264371224

Insurer: ZURICH AMERICAN INSURANCE COMPANY (11/05/2012-Present)

License (Type-Nbr-Yr) PermitsTransfer Status MCL ActLicenses

CLASSC 219839-2016

SUNDAY SALES (PM), OD-SERV,  
SPECIFIC PURPOSE PERMIT (FOOD)

TRANSFERABLE

AMERICAN BLUE RIBBON HOLDINGS, LLC (A DELAWARE LIMITED  
LIABILITY COMPANY)**THE HILLS BAR & GRILL RESTAURANT (MCCC TRANSFER PENDING)**

Address: 6810 N Rochester Rd, Rochester Hills 48306

Bus.Nbr: 185453 Bus.Ph: (248) 652-4455

Tax ID: 432110410

Insurer: NORTH POINTE INSURANCE COMPANY (06/15/2014-06/15/2015)

License (Type-Nbr-Yr) PermitsTransfer Status MCL ActLicenses

CLASSC 158129-2015

SUNDAY SALES (PM), SUNDAY SALES TRANSFERABLE  
(AM), ADDBAR, SPECIFIC PURPOSE  
PERMIT (FOOD), DANC-ENT, OD-SERV

TRANSFERABLE

JSBAR, LLC

SDM 158130-2015

TRANSFERABLE

**ROYAL OAK CITY**

## ESCROW LICENSEE LISTING FOR COUNTY OF OAKLAND

(CONTINUED) ROYAL OAK CITY

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DIXIE MOON SALOONBus. Nbr: 239609 Bus. Ph:Tax ID:Address: 111 S Main St, Royal Oak 48067  
Insurer: NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCCLicense (Type-Nbr-Yr)Transfer Status MCL ActLicensesesCLASSC 256113-2016Permits  
SUNDAY SALES (PM), DANC-ENT,  
OD-SERV, SPECIFIC PURPOSE  
PERMIT (FOOD)TRANSFERABLEDIXIE MOON SALOON, LLCLOCAL 212Bus. Nbr: 789 Bus. Ph:Tax ID: 382133453Address: 212 W 5th Ave, Royal Oak 48067  
Insurer: PROPERTY-OWNERS INSURANCE COMPANY (04/01/2013-07/16/2014)License (Type-Nbr-Yr)Transfer Status MCL ActLicensesesCLASSC 1238-2016PermitsTRANSFERABLELAWRENCE L. SOPHIEA & SONS, INC.PROJECT PIEBus. Nbr: 240103 Bus. Ph:Tax ID:Address: 323 S Main St, Royal Oak 48067  
Insurer: NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCCLicense (Type-Nbr-Yr)Transfer Status MCL ActLicensesesCLASSC 259879-2016Permits  
SUNDAY SALES (PM), SUNDAY SALES  
(AM), SPECIFIC PURPOSE  
PERMIT (FOOD)TRANSFERABLEPROJECT PIE-ROYAL OAK, LLCROYAL PARTY SHOPPEBus. Nbr: 223906 Bus. Ph:Tax ID: 272320982Address: 4713 Crooks Rd, Royal Oak 48073  
Insurer: MERCHANTS MUTUAL INSURANCE COMPANY (04/01/2011-07/23/2011)License (Type-Nbr-Yr)Transfer Status MCL ActLicensesesSDD 198645-2016Permits  
SUNDAY SALES (PM), SUNDAY SALES  
(AM)TRANSFERABLEROYAL PARTY SHOPPE, INC.SDM 198646-2016TRANSFERABLESAV-ON DRUGS (MLCC TRANSFER PENDING)Bus. Nbr: 156820 Bus. Ph:Tax ID: 382932922Address: 2554 Crooks Rd, Royal Oak 48073  
Insurer: SELECTIVE WAY INSURANCE COMPANY (11/01/2009-Present)License (Type-Nbr-Yr)Transfer Status MCL ActLicensesesSDD 141719-2015Permits  
SUNDAY SALES (PM)TRANSFERABLEBILINAT CORPORATIONSDM 141720-2015TRANSFERABLEContact NamePurpose(s)Phone NbrFax NbrAddress

JEFFERY, SARAH

ESCROW LICENSES

(734) 525-1700

34550 Glendale St Livonia, MI 48150

THE GEMAYZE EXPERIENCE (MLCC TRANSFER PENDING)Bus. Nbr: 225291 Bus. Ph:Tax ID:Address: 308-, 310 S Main St, Royal Oak 48067  
Insurer: TRAVELERS INDEMNITY COMPANY (05/05/2011-03/14/2014)License (Type-Nbr-Yr)Transfer Status MCL ActLicensesesCLASSC 200602-2015Permits  
SPECIFIC PURPOSE PERMIT (FOOD),  
OD-SERVTRANSFERABLEJOY MAIN, INC.SDM 200603-2015TRANSFERABLEContact NamePurpose(s)Phone NbrFax NbrAddress

PALAZZOLO, FRANK J

ESCROW LICENSES

(586) 415-1200

(586) 415-1210

BUFALINO AND PALAZZOLO, P.C. 33830 HARPER AVE  
CLINTON TOWNSHIP, MI 48035

## ESCROW LICENSEE LISTING FOR COUNTY OF OAKLAND

(CONTINUED) ROYAL OAK CITY

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**NO BUSINESS NAME ON FILE WITH MLCC**

Address: 30500 Woodward Ave, Royal Oak 48073

Bus.Nbr: 232666 Bus.Ph: (248) 549-7870 Tax ID:

Insurer: NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCC

License (Type-Nbr-Yr) PermitsTransfer Status MCL ActLicenseses

SDD 252239-2015 SUNDAY SALES (AM), SUNDAY SALES TRANSFERABLE

BALMET, INC.

SDM 252240-2015

TRANSFERABLE

**SOUTH LYON CITY****LARRY'S FOODLAND**

Address: 600 N Lafayette St, South Lyon 48178

Bus.Nbr: 156846 Bus.Ph: (734) 771-7783 Tax ID: 432049285

Insurer: ARGONAUT GREAT CENTRAL INSURANCE COMPANY (07/11/2008-06/20/2013)

License (Type-Nbr-Yr) PermitsTransfer Status MCL ActLicenseses

SDD 144751-2016 SUNDAY SALES (PM), SUNDAY SALES TRANSFERABLE

LOKUTA S.L., INC.

SDM 144752-2016

TRANSFERABLE

Contact NamePurpose(s)Phone NbrFax NbrAddress

KUZMIAK, THOMAS A

ESCROW LICENSES

(734) 283-3350

(734) 283-7330

THOMAS A. KUZMIAK PLLC 2222 FORD AVENUE WYANDOTTE, MI 48192

**SOUTHFIELD CITY****9 BEECH LIQUOR SHOP**

Address: 25822 W 9 Mile Rd, Southfield 48033

Bus.Nbr: 227104 Bus.Ph: (248) 733-1835 Tax ID: 453002014

Insurer: NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCC

License (Type-Nbr-Yr) PermitsTransfer Status MCL ActLicenseses

SDD 214596-2016 SUNDAY SALES (PM)

TBB ENTERPRISES, INC.

SDM 214597-2016

TRANSFERABLE

**CMB MARKET**

Address: 16500 N Park Dr, Ste 103B, Southfield 48075

Bus.Nbr: 235730 Bus.Ph: (248) 281-6877 Tax ID: 463919497

Insurer: UNITED STATES LIABILITY INSURANCE COMPANY (10/22/2015-12/05/2015)

License (Type-Nbr-Yr) PermitsTransfer Status MCL ActLicenseses

SDM 242777-2015

TRANSFERABLE

CMB SERVICES, LLC

**COPPER CANYON BREW PUB (MLCC TRANSFER PENDING)**

Address: 27522 Northwestern Hwy, Southfield 48034

Bus.Nbr: 2008 Bus.Ph: (248) 223-1700 Tax ID: 383347475

Insurer: FOUNDERS INSURANCE COMPANY (12/27/2012-12/27/2013)

License (Type-Nbr-Yr) PermitsTransfer Status MCL ActLicenseses

SDM 15092-2015

TRANSFERABLE

THE EXCHANGE, INC.

CLASSC 3119-2015

TRANSFERABLE

SUNDAY SALES (PM), OD-SERV,  
SPECIFIC PURPOSE PERMIT(FOOD),  
ENT

BREPUB 93038-2015

TRANSFERABLE

**EMPRESS (MLCC TRANSFER PENDING)**

Address: 21734 W 11 Mile Rd, Southfield 48076

Bus.Nbr: 142061 Bus.Ph: (248) 356-4750 Tax ID: 383636490

Insurer: WEST BEND MUTUAL INSURANCE COMPANY (01/03/2015-01/25/2016)

License (Type-Nbr-Yr) PermitsTransfer Status MCL ActLicenseses

CLASSC 120607-2015

TRANSFERABLE

EMPRESS INCORPORATED



## ESCROW LICENSEE LISTING FOR COUNTY OF OAKLAND

(CONTINUED) SOUTHFIELD CITY

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**HOLIDAY INN OF SOUTHFIELD (MLCC TRANSFER PENDING)**

Address: 26555 Telegraph Rd, Southfield 48033

Bus.Nbr: 167654 Bus.Ph: (917) 553-4048 Tax ID:

Insurer: PHILADELPHIA INDEMNITY INSURANCE COMPANY (09/21/2007-Present)

License (Type-Nbr-Yr) Permits

Transfer Status MCL Act

Licensees

B HOTEL 162556-2016

DANC-ENT, SPECIFIC PURPOSE  
PERMIT(FOOD), DIR-CON - 1

TRANSFERABLE

MI-HOLIDAY, LLC

Contact NamePurpose(s)Phone NbrFax NbrAddressERLICHMAN, ERICA J  
FINDLING, DAVID MESCROW LICENSES  
ESCROW LICENSES(248) 399-9700  
(248) 399-9700415 S WEST ST. ROYAL OAK, MI 48067  
THE FINDLING LAW FIRM, P.L.C. 415 S WEST ST STE 200  
ROYAL OAK, MI 48067**HOLIDAY INN OF SOUTHFIELD (MLCC TRANSFER PENDING)**

Address: 26555 Telegraph Rd, Southfield 48033

Bus.Nbr: 167654 Bus.Ph: (917) 553-4048 Tax ID:

Insurer: PHILADELPHIA INDEMNITY INSURANCE COMPANY (09/21/2007-Present)

License (Type-Nbr-Yr) Permits

Transfer Status MCL Act

Licensees

B HOTEL 162556-2016

DANC-ENT, SPECIFIC PURPOSE  
PERMIT(FOOD), DIR-CON - 1

TRANSFERABLE

MI-HOLIDAY, LLC

Contact NamePurpose(s)Phone NbrFax NbrAddressERLICHMAN, ERICA J  
FINDLING, DAVID MESCROW LICENSES  
ESCROW LICENSES(248) 399-9700  
(248) 399-9700415 S WEST ST. ROYAL OAK, MI 48067  
THE FINDLING LAW FIRM, P.L.C. 415 S WEST ST STE 200  
ROYAL OAK, MI 48067**SOUTHFIELD CONVENIENCE SHOP**

Address: 17220 W 8 Mile Rd, Southfield 48075

Bus.Nbr: 231826 Bus.Ph: (248) 217-1234 Tax ID: 461736735 Insurer: NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCC

License (Type-Nbr-Yr) Permits

Transfer Status MCL Act

Licensees

SDD 230190-2016

SUNDAY SALES (AM), SUNDAY SALES TRANSFERABLE  
(PM)

SJK OPPORTUNITY, INC.

SDM 230192-2016

TRANSFERABLE

**WOO CHON KOREAN & JAPANESE RESTAURANT (MLCC TRANSFER PENDING)**

Address: 23043 Beech Rd, Southfield 48033

Bus.Nbr: 219196 Bus.Ph: (248) 356-2155 Tax ID: 943479508 Insurer: FARMERS INSURANCE EXCHANGE (12/23/2009-06/20/2011)

License (Type-Nbr-Yr) Permits

Transfer Status MCL Act

Licensees

CLASSC 186916-2015

SUNDAY SALES (PM)

TRANSFERABLE

CHOI &amp; KIM, INC.

Contact NamePurpose(s)Phone NbrFax NbrAddress

CHOI, SEONG MI

ESCROW LICENSES

(248) 935-4020

2004 TWIN SUN CIRCLE COMMERCE TOWNSHIP, MI 48390

**SYLVAN LAKE CITY****ELLEN'S BAKERY & CAFE**

Address: 2495 Orchard Lake Rd, Sylvan Lake 48320

Bus.Nbr: 237330 Bus.Ph: (248) 681-5700 Tax ID: 363420112 Insurer: NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCC

License (Type-Nbr-Yr) Permits

Transfer Status MCL Act

Licensees

CLASSC 244814-2015

SUNDAY SALES (PM), SUNDAY SALES TRANSFERABLE  
(AM), OD-SERV

PASTRIES BY ELLEN, L.L.C.

SDM 244815-2015

TRANSFERABLE

## ESCROW LICENSEE LISTING FOR COUNTY OF OAKLAND

(CONTINUED) SYLVAN LAKE CITY

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**MIKE LARCO'S ALA CARTE (MLCC TRANSFER PENDING)**

Address: 2440 Orchard Lake Rd, Sylvan Lake 48320

Bus.Nbr: 229338 Bus.Ph: (248) 682-9580 Tax ID: 455482285 Insurer: CONIFER INSURANCE COMPANY (10/03/2014-04/03/2015)

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses

CLASSC 237499-2015 TRANSFERABLE MP PASTA, LLC

Contact Name Purpose(s) Phone Nbr Fax Nbr Address

MOUSLEY, PAUL B ESCROW LICENSES (248) 763-2544 17225 WAKENDEN REDFORD, MI 48204

**VALERO** Address: 2451 Orchard Lake Rd, Sylvan Lake 48320

Bus.Nbr: 232486 Bus.Ph: (248) 683-9800 Tax ID: Insurer: NORTH POINTE INSURANCE COMPANY (07/16/2014-07/16/2015)

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses

SDM 228041-2015 SUNDAY SALES (AM), GAS PUMPS TRANSFERABLE ACE 1 MANAGEMENT INC

**NO BUSINESS NAME ON FILE WITH MLCC** Address: 2440 Orchard Lake Rd, Sylvan Lake 48320

Bus.Nbr: 241413 Bus.Ph: Tax ID: Insurer: NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCC

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses

T RES 256802-2016 TRANSFERABLE MCL 436.1531(2) CACTUS WILLIES, INC.

Contact Name Purpose(s) Phone Nbr Fax Nbr Address

SINGH, HARBIHAJAN ESCROW CONTACT (248) 330-1601 3876 VISTA LANE WEST BLOOMFIELD, MI 48323

**TROY CITY****CRISPELLI'S** Address: 645 E Big Beaver Rd, Troy 48083

Bus.Nbr: 241647 Bus.Ph: Tax ID: Insurer: NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCC

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses

SDM 260269-2015 TRANSFERABLE CRISPELLI'S - TROY, LLC

CLASSC 260268-2015 SUNDAY SALES (PM), SUNDAY SALES TRANSFERABLE (AM), CATERING, OD-SERV, ADDBAR

**HOLIDAY INN (MLCC TRANSFER PENDING)** Address: 2537 Rochester Ct, Troy 48083

Bus.Nbr: 6582 Bus.Ph: (248) 689-7500 Tax ID: 383051796 Insurer: CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY, THE (10/01/2014-Present)

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses

B HOTEL 30759-2015 SUNDAY SALES (PM), DANCE, TRANSFERABLE TROY HOTEL ASSOCIATES LIMITED PARTNERSHIP

ADDBAR, SPECIFIC PURPOSE PERMIT(FOOD)

**SEDONA TAPHOUSE** Address: 198 E Big Beaver Rd, Troy 48083

Bus.Nbr: 239384 Bus.Ph: Tax ID: Insurer: NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCC

License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses

CLASSC 257726-2015 SUNDAY SALES (AM), SUNDAY SALES TRANSFERABLE (PM), OD-SERV KNOLEBERG HOSPITALITY LLC (A DELAWARE LIMITED

SDM 257727-2015 TRANSFERABLE LIABILITY COMPANY)

## ESCROW LICENSEE LISTING FOR COUNTY OF OAKLAND

(CONTINUED) TROY CITY

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**SHELL GAS STATION****Bus.Nbr:** 229552 **Bus.Pn:****Tax ID:****Address:** 3990 Rochester Rd, Troy 48083  
**Insurer:** ARGONAUT GREAT CENTRAL INSURANCE COMPANY (04/14/2013-05/14/2014)License (Type-Nbr-Yr)PermitsTransfer Status MCL ActLicenses

SDM 221877-2015

SUNDAY SALES (AM), GAS PUMPS

TRANSFERABLE

GABBA ENTERPRISE, INC

Contact NamePurpose(s)Phone NbrFax NbrAddress

BEYDOUN, GHADA R

ESCROW LICENSES

(313) 624-9911

39827 GOLDFIEW DRIVE NORTHVILLE, MI 48167

**NO BUSINESS NAME ON FILE WITH MLCC****Bus.Nbr:** 241842 **Bus.Pn:****Tax ID:****Insurer:** NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCCLicense (Type-Nbr-Yr)PermitsTransfer Status MCL ActLicenses

CLASSC 258554-2016

TRANSFERABLE

POINT FIVE PROPERTY MANAGEMENT, LLC

**WATERFORD TWP****ALMOST CHEERS (MLCC TRANSFER PENDING)****Bus.Nbr:** 220461 **Bus.Pn:** (248) 481-8467**Tax ID:** 371595089**Address:** 2661 Dixie Hwy, Waterford 48328  
**Insurer:** NORTH POINTE INSURANCE COMPANY (06/16/2014-Present)License (Type-Nbr-Yr)PermitsTransfer Status MCL ActLicenses

CLASSC 224715-2015

SUNDAY SALES (PM), DANC-ENT,  
OD-SERV

TRANSFERABLE

SHON ENTERPRISES, LLC

SDM 224716-2015

TRANSFERABLE

Contact NamePurpose(s)Phone NbrFax NbrAddress

COMER, SEAN R

ESCROW CONTACT

(248) 277-8790

3430 COSEYBURN RD, HOWARD CITY, MI 49329

**COACH'S BAR & GRILL****Bus.Nbr:** 226437 **Bus.Pn:** (248) 682-6300**Tax ID:** 454425570**Address:** 1063-, 1067 S Cass Lake Rd, Waterford 48328  
**Insurer:** NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCCLicense (Type-Nbr-Yr)PermitsTransfer Status MCL ActLicenses

CLASSC 213953-2015

SUNDAY SALES (PM), DANC-ENT,  
SPECIFIC PURPOSE PERMIT(FOOD),  
OD-SERV, ADDBAR

TRANSFERABLE

G. CRAKE, INC.

SDM 213954-2015

TRANSFERABLE

Contact NamePurpose(s)Phone NbrFax NbrAddress

CRAKE, GARRY F

ESCROW LICENSES

(248) 343-6117

4390 CASS ELIZABETH RD WATERFORD, MI 48328

**LINDELL AC (MLCC TRANSFER PENDING)****Bus.Nbr:** 224705 **Bus.Pn:** (248) 683-3355**Tax ID:** ME0170670**Address:** 3150 Elizabeth Lake Rd, Waterford 48328  
**Insurer:** NORTH POINTE INSURANCE COMPANY (11/16/2010-09/15/2011)License (Type-Nbr-Yr)PermitsTransfer Status MCL ActLicenses

CLASSC 196429-2015

OFFPREM, DANC-ENT, SPECIFIC  
PURPOSE PERMIT(FOOD)

TRANSFERABLE

LGU, LLC

SDM 196430-2015

TRANSFERABLE

**MJR WATERFORD DIGITAL CINEMA 16****Bus.Nbr:** 241564 **Bus.Pn:****Tax ID:****Insurer:** NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCCLicense (Type-Nbr-Yr)PermitsTransfer Status MCL ActLicenses

SDM 259970-2016

SUNDAY SALES (PM), SUNDAY SALES TRANSFERABLE

TRANSFERABLE

MJR STERLING HEIGHTS LICENSE LLC

CLASSC 259968-2016

(AM), ENT, EXTENDED HOURS  
PERMIT(ENTERTAINMENT)

## ESCROW LICENSEE LISTING FOR COUNTY OF OAKLAND

(CONTINUED) WATERFORD TWP

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**OH TOKYO (MLCC TRANSFER PENDING)****Address:** 5550 Cooley Lake Rd, Waterford 48327**Bus. Nbr:** 177212 **Bus. Ph:** (248) 676-8196 **Tax ID:** 421703532 **Insurer:** OHIO SECURITY INSURANCE COMPANY (01/26/2013-Present)License (Type-Nbr-Yr) Permits Transfer Status MCL Act LicensesCLASSC 154335-2015 SUNDAY SALES (PM), ENT TRANSFERABLE FSC FOOD CORPORATION  
SDM 154336-2015 TRANSFERABLE**SAM'S CLUB #6665** **Address:** 495 Summit Dr, Waterford 48328**Bus. Nbr:** 138645 **Bus. Ph:** (248) 738-5002 **Tax ID:** 710794412 **Insurer:** AMERICAN HOME ASSURANCE COMPANY (10/31/2001-Present)License (Type-Nbr-Yr) Permits Transfer Status MCL Act LicensesSDD 244648-2016 SUNDAY SALES (AM), SUNDAY SALES TRANSFERABLE SAM'S EAST, INC. (AN ARKANSAS CORPORATION)  
(PM), BEER & WINE SAMPLINGContact Name Purpose(s) Phone Nbr Fax Nbr AddressCOTTER, SANDRA M ESCROW LICENSES (517) 374-9129 (855) 256-1488 DYKEMA GOSSETT PLLC 201 TOWNSEND ST STE 900  
LANSING, MI 48933**SILVER STAR DISCOUNT** **Address:** 3399 Elizabeth Lake Rd, Waterford 48328**Bus. Nbr:** 234133 **Bus. Ph:** (248) 247-6461 **Tax ID:** 463663535 **Insurer:** MICHIGAN INSURANCE COMPANY (02/04/2014-03/17/2015)License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenses

SDM 233755-2015 SUNDAY SALES (AM) TRANSFERABLE SILVER STAR DISCOUNT, INC.

**NO BUSINESS NAME ON FILE WITH MLCC** **Address:** 4530A, Elizabeth Lake Rd, Waterford 48329**Bus. Nbr:** 10325 **Bus. Ph:** (248) 682-6833 **Tax ID:** 383305742 **Insurer:** CONIFER INSURANCE COMPANY (01/10/2016-Present)License (Type-Nbr-Yr) Permits Transfer Status MCL Act LicensesSDD 13131-2016 SUNDAY SALES (PM), SUNDAY SALES TRANSFERABLE RUSS PARTY STORE INC.  
(AM)

SDM 1646-2016 TRANSFERABLE

**NO BUSINESS NAME ON FILE WITH MLCC (MLCC TRANSFER PENDING)** **Address:** 6565 Cooley Lake Rd, Waterford 48327**Bus. Nbr:** 241852 **Bus. Ph:** **Tax ID:** **Insurer:** NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCCLicense (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenses

CLASSC 257258-2015 DANC-ENT TRANSFERABLE COOLEY LAKE ROAD LLC

**WEST BLOOMFIELD TWP****BLOOMFIELD PARTY STORE** **Address:** R 1, 6525 Commerce Rd, West Bloomfield 48324**Bus. Nbr:** 231721 **Bus. Ph:** **Tax ID:** 461578006 **Insurer:** CONIFER INSURANCE COMPANY (10/15/2014-10/15/2015)License (Type-Nbr-Yr) Permits Transfer Status MCL Act LicensesSDD 231535-2016 SUNDAY SALES (AM), SUNDAY SALES TRANSFERABLE NICKO BLOOMFIELD PARTY STORE, INC.  
(PM)

SDM 231536-2016 TRANSFERABLE

Contact Name Purpose(s) Phone Nbr Fax Nbr Address

KANNU, NAJIB Z ESCROW CONTACT (586) 531-3145 2165 BARCLAY AVENUE SHELBY TOWNSHIP, MI 48317

## ESCROW LICENSEE LISTING FOR COUNTY OF OAKLAND

(CONTINUED) WEST BLOOMFIELD TWP

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**EURASIAN GRILL**

**Bus.Nbr:** 3403 **Bus.Ph:** (248) 624-6109 **Tax ID:** 383066474 **Insurer:** PROPERTY-OWNERS INSURANCE COMPANY (09/30/2014-03/23/2016)  
**Address:** 4771 Haggerty Rd, West Bloomfield 48323  
License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses  
 CLASSC 5215-2016 SUNDAY SALES (PM) TRANSFERABLE CHENG CORPORATION  
 SDM 116608-2016 TRANSFERABLE

**NO BUSINESS NAME ON FILE WITH MLCC (MLCC TRANSFER PENDING)**

**Bus.Nbr:** 236592 **Bus.Ph:** **Tax ID:** **Insurer:** FOUNDERS INSURANCE COMPANY (11/08/2014-06/12/2015)  
**Address:** CROSSWINDS MALL, 4299 Orchard Lake Rd, Unit 196, West Bloomfield 48323  
License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses  
 CLASSC 243140-2015 SUNDAY SALES (PM), SUNDAY SALES TRANSFERABLE  
 (AM), OD-SERV LEON'S OF WEST BLOOMFIELD, INC.  
 SDM 243141-2015 TRANSFERABLE

**WHITE LAKE TWP****NO BUSINESS NAME ON FILE WITH MLCC**

**Bus.Nbr:** 10809 **Bus.Ph:** (248) 363-2432 **Tax ID:** 383402540 **Insurer:** WESTFIELD INSURANCE COMPANY (09/28/2011-Present)  
**Address:** 1111 Round Lake Rd, White Lake 48386  
License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses  
 SDM 1548-2015 SUNDAY SALES (AM) TRANSFERABLE  
 MISTER RON'S MARKETS, INC.

**WIXOM CITY****BISTRO 96**

**Bus.Nbr:** 184712 **Bus.Ph:** (248) 344-8970 **Tax ID:** 205745409 **Insurer:** NORTH POINTE INSURANCE COMPANY (03/18/2013-05/15/2013)  
**Address:** 28345 Beck Rd, Ste 106, Wixom 48393  
License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses  
 CLASSC 190141-2016 SUNDAY SALES (PM), SUNDAY SALES TRANSFERABLE  
 (AM) KPD, LLC  
 SDM 190142-2016 TRANSFERABLE

**Contact Name** **Purpose(s)** **Phone Nbr** **Fax Nbr** **Address**  
 DAMAVOLITES, KYRIAKOS P ESCROW LICENSES (248) 495-1235 6881 FOX LANE WATERFORD, MI 48327

**VOLARE RISTORANTE (MLCC TRANSFER PENDING)**

**Bus.Nbr:** 146857 **Bus.Ph:** (248) 426-1700 **Tax ID:** 383625060 **Insurer:** TRAVELERS INDEMNITY COMPANY (10/01/2012-03/24/2014)  
**Address:** 49115 Pontiac Trl, Wixom 48393  
License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses  
 CLASSC 132023-2015 SUNDAY SALES (PM), OD-SERV TRANSFERABLE  
 SDM 132024-2015 TRANSFERABLE DSG ENTERPRISES, INCORPORATED

**Contact Name** **Purpose(s)** **Phone Nbr** **Fax Nbr** **Address**  
 ALLEN, KELLY A ESCROW LICENSES (248) 540-7400 (248) 540-7401 ADRISON, NEED & ALLEN, P.L.L.C. 39572 WOODWARD,  
 SUITE 222 BLOOMFIELD HILLS, MI 48304

**NO BUSINESS NAME ON FILE WITH MLCC**

**Bus.Nbr:** 239594 **Bus.Ph:** **Tax ID:** **Insurer:** NO PROOF OF FINANCIAL RESPONSIBILITY ON FILE WITH MLCC  
**Address:** 47526-, 47528 Pontiac Trail, Beck Road Shopping Center,  
 Wixom 48393  
License (Type-Nbr-Yr) Permits Transfer Status MCL Act Licenseses  
 CLASSC 254923-2015 SUNDAY SALES (PM), DANC-ENT, TRANSFERABLE  
 OD-SERV WIXOM CLUB, INC.

**ESCROW LICENSEE LISTING FOR COUNTY OF OAKLAND**

Total Number of Businesses for County:

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# AGENDA NOTE

New Business: Item #

**MEETING DATE:** April 25, 2016

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

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

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

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

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

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

## SECTION EIGHT

### Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement, absent a state or federal declaration of emergency or disaster, excluding resources for Special

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

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

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

**SUGGESTED MOTION:** No resolution needed, this only requires mayoral signature.

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**AMENDED MICHIGAN MUTUAL AID BOX ALARM SYSTEM ASSOCIATION  
AGREEMENT**

**Effective Date: Monday, April 25, 2016**

**BETWEEN**

**PARTICIPATING POLITICAL SUBDIVISIONS AS SIGNATORIES  
TO THIS INTERLOCAL AGREEMENT**

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

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

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

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

**WHEREAS**, the Parties have determined that it is in their best interests to form an association to provide for communications procedures, training, and other functions to further the provision of said protection of life and property during an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and

**WHEREAS**, the Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions;

NOW, THEREFORE, the Parties agree as follows:

## **SECTION ONE**

### **Purpose**

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

## **SECTION TWO**

### **Definitions**

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

- A. "Agreement" means the MI-MABAS Agreement.
- B. "Michigan Mutual Aid Box Alarm System" ("MABAS") means a definite and prearranged plan whereby response and assistance is provided to a

Requesting Party by an Assisting Party in accordance with the system established and maintained by MI-MABAS Members;

- C. "Party" means a political subdivision which has entered into this Agreement as a signatory;
- D. "Requesting Party" means any Party requesting assistance under this agreement;
- E. "Assisting Party" means any Party furnishing equipment, personnel, and/or services to a Requesting Party under this agreement;
- F. "Emergency" means an occurrence or condition in a Party's jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Requesting Party and such that a Requesting Party determines the necessity of requesting aid;
- G. "Disaster" means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, or similar occurrences resulting from terrorist activities, riots, or civil disorders;
- H. "Serious Threats to Public Health and Safety" means other threats or incidents such as those described as Disasters, of sufficient magnitude that the necessary public safety response threatens to overwhelm local resources and requires mutual aid or other assistance;

- I. "Division" means the geographically associated Parties which have been grouped for operational efficiency and representation of those Parties;
- J. "Training" means the regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MI-MABAS;
- K. "Executive Board" means the governing body of MI-MABAS composed of Division representatives.
- L. "Effective Date" means the date on which the Agreement is first filed with the Department of State, the Office of the Great Seal, and each county where Parties are located.
- M. "Special Operations Teams" means MI-MABAS recognized teams of personnel with the requisite training and skill for Hazardous Materials Response, Technical Rescue Response (including Strike Teams and Michigan Task Force 1) and Incident Management Teams.

### **SECTION THREE**

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

##### **A. Establishment of the Association**

1. The Parties intend and agree that MI-MABAS is established as separate legal entity and public body corporate pursuant to the Michigan Urban Cooperation Act of 1967, 1967 PA, MCL 124.505I and this Agreement.
2. Name of MI-MABAS. The formal name of the Association is "Michigan Mutual Aid Box Alarm System Association".

3. Federal Tax Status. The Parties intend that MI-MABAS and all Divisions shall be exempt from federal income tax under Section 115(1) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any future tax code
4. State and Local Tax Status. The parties intend that the MI-MABAS and all Divisions shall be exempt from all State and local taxation including, but not limited to, sales, use, income, single business, and property taxes under the applicable provisions of the laws of the State.
5. Title to MI-MABAS Property. All property is owned by MI-MABAS as a separate legal entity. MI-MABAS may hold any of its property in its own name or in the name of one (1) or more of the Parties or Divisions, as determined by the Parties.
6. Principal Office. The principal office of the Association ("Principal Office") shall be at such locations determined by the MI-MABAS Executive Board.

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

An Executive Board shall be established to consider, adopt, and amend needed rules, procedures, by-laws and any other matters deemed necessary by the Parties. The Executive Board shall consist of a member elected from each Division of MI-MABAS who shall serve as the voting representative of said Division of MI-MABAS matters, and may appoint a designee from his or her Division to serve temporarily in his or her stead. Such designee shall have all rights and privileges attendant to a representative of the Division. A President and Vice President shall be elected from the representatives of the

Parties and shall serve without compensation. The President and other officers shall coordinate the activities of the MI-MABAS Association.

## **SECTION FOUR**

### **Duties of the Executive Board**

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

## **SECTION FIVE**

### **Rules and Procedures**

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

## **SECTION SIX**

### **Authority and Action to Effect Mutual Aid**

- A. The Parties hereby authorize and direct their respective Fire Chief or his or her designee to take necessary and proper action to render and/or request mutual aid from the other Parties in accordance with the policies and procedure established and maintained by the MI-MABAS Association.

- B. Upon a Fire Department's receipt of a request from another Party for Fire Services, the Fire Chief, the ranking officer on duty, or other officer as designated by the Fire Chief shall have the right to commit the requested Firefighters, other personnel, and Fire Apparatus to the assistance of the requesting Party. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Responding Party. The judgment of the Fire Chief, or his or her designee, of the Responding Party shall be final as to the personnel and equipment available to render aid.
- C. An authorized representative of the Party which has withheld or refused to provide requested assistance under this Agreement shall immediately notify the Requesting Party, and shall submit an explanation for the refusal.

## **SECTION SEVEN**

### **Jurisdiction Over Personnel and Equipment**

Personnel dispatched to aid a party pursuant to this Agreement shall at all times remain employees of the Assisting Party, and are entitled to receive benefits and/or compensation to which they are otherwise entitled to under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress.

Personnel dispatched intrastate to assist a party pursuant to this Agreement continue to enjoy all powers, duties, rights, privileges, and immunities as provided by Michigan Law. When Parties are dispatched pursuant to the Emergency Management Assistance Compact (EMAC), the Parties shall adhere to all provisions of the EMAC. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Incident Commander of the Requesting Party.

## **SECTION EIGHT**

### **Compensation for Aid**

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

## **SECTION NINE**

### **Insurance**

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



Executive Board may require that copies or other evidence of compliance with the provisions of this Section be provided by the Parties to the Executive Board.

## **SECTION TEN**

### **Liability**

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

## **SECTION ELEVEN**

### **No Waiver of Governmental Immunity**

All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the activity of Parties, officers, agency, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such Parties, officers, agents, or employees extraterritorially under the provision of this Agreement. No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Party of any governmental immunity as provided by the Act or otherwise under law.

## **SECTION TWELVE**

### **Term**

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

- C. This Agreement shall continue until terminated by the first to occur of the following:
- (i) The Association consists of less than two (2) Parties; or,
  - (ii) A unanimous vote of termination by the total membership of the Executive Board.

## **SECTION THIRTEEN**

### **Miscellaneous**

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.
- B. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- C. Governing Law/Consent to Jurisdiction and Venue. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all Parties. Amendments to this Agreement shall be filed with the Department of State, the Office of the Great Seal, each county of the State where a Party is located, and any other governmental agency, office, and official required by law. The undersigned unit of local government or public agency hereby adopts, subscribes, and approves this Agreement to which this signature page will be attached, and agrees to be a party and be bound by the terms.
- H. Compliance with Law. The Association shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.
- I. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- J. Counterpart Signatures. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.
- K. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents

necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.

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

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

City of South Lyon

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Political Entity

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Mayor John Galeas Jr. - Chief Executive Official

April 25, 2016

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Date

# AGENDA NOTE

New Business: Item #

**MEETING DATE:** April 25, 2016

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

**AGENDA TOPIC:** Lake Street Cruise-in 2016

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

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Event Application, Hold Harmless Agreement, Merchant/Resident Sign-offs, Road Closure Resolution, Insurance Certificate.

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

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

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

04/25/16

# LAKE STREET CRUISE-IN

## 2016

Downtown South Lyon



*featuring local clubs*

April 11, 2016

Chief Collins:

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

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

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

Thanks for your help.

A handwritten signature in blue ink that reads 'Deb Cook'. The signature is written in a cursive, flowing style.

Deborah Cook  
Lake Street Cruise-in Committee





# SOUTH LYON POLICE DEPARTMENT

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

## PARADE / DEMONSTRATION APPLICATION

Date Application Submitted: 4-11-16 Requested Date of Event: 5-25, 6-22, 7-27, 8-24, 9-28  
Applicant / Contact's Name: DEBORAH COOK PH #: 248-437-6353  
Applicant Address: 25701 MCCRORY LN., SOUTH LYON

Business / Organizations Name (if Applicable): LAKE STREET CRUISE-IN  
Bus. Ph#: 248-437-6353 Bus. Address: 25701 MCCRORY LN., SO LYON  
OFFICER  
President/CEO (Responsible for Event): DEBBIE COOK Direct Ph#: 248-437-6353

EVENT Parade START Time: 6:30 a.m. (p.m.) EXCEPT 9-28 6:00  
EVENT Parade END Time: 9:30 a.m. (p.m.)  
Approximate Number of PERSONS: \_\_\_\_\_ Organization Names: \_\_\_\_\_

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

Approximate Number of ANIMALS: 0 SPECIFIC Animals: \_\_\_\_\_

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

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

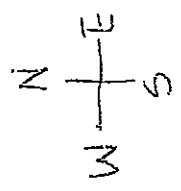
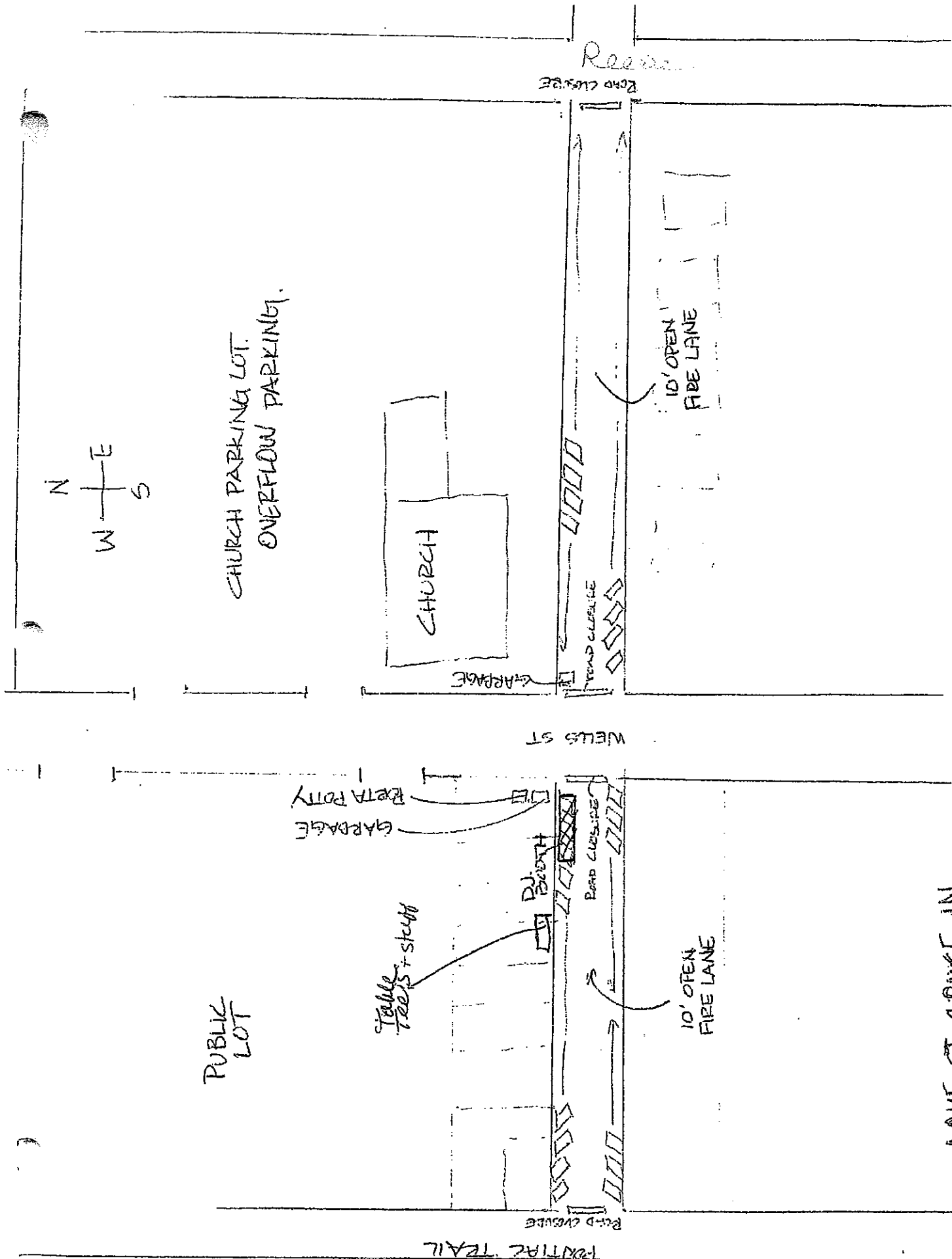
Deborah Cook  
Applicant's SIGNATURE

Deborah Cook  
Responsible Party's SIGNATURE

APPROVED [✓] DENIED [ ]

Lloyd T. Collins  
Lloyd T. Collins, Chief of Police  
04/15/16





CHURCH PARKING LOT.  
OVERFLOW PARKING.

CHURCH

GARAGE

TRAIL CLOSURE

WELLS ST

ROAD CLOSURE

10' OPEN  
FIRE LANE

PUBLIC  
LOT

GARAGE  
BETA PONY

Table  
Trees + stuff

DJ Booth

MUNICIPAL TRAIL

ROAD CLOSURE

LAKE ST CRUISE IN

## The South Lyon Lake Street Cruise-in

### *Mission Statement*

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

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

## HOLD HARMLESS AGREEMENT

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

Date 4-11-16

Signature Deborah Cook

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

Printed Name DEBORAH COOK



LAKES-1

OP ID: ML

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

04/01/2016

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

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

<b>PRODUCER</b> Caviston Agency, Inc. 864 S Main St. Plymouth, MI 48170 Fred Field		<b>CONTACT NAME:</b> Fred Field <b>PHONE (A/C, No, Ext):</b> 734-455-8120 <b>FAX (A/C, No):</b> 734-455-6144 <b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Lake Street Cruise-In, Inc 25701 McCrory Lane South Lyon, MI 48178		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> National Specialty Insurance		
		<b>INSURER B:</b>		
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
<b>INSURER F:</b>				

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		A037279	05/25/2016	09/29/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

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

\*\*See attached\*\*

**CERTIFICATE HOLDER****CANCELLATION**

CITY062

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

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

AUTHORIZED REPRESENTATIVE  
Fred Field

## South Lyon Lake Street Cruise-In 2016

### ABOUT OUR EVENT:

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

### WHERE:

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

### DATES:

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

TIME: 6:30pm – 9:30pm, May through August

6:00pm – 9:30pm\*, September

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

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

We are providing insurance for the City and the event.



# *First Presbyterian Church (U.S.A.)*

205 E. LAKE ST.

SOUTH LYON, MI 48178

(248) 437-2875

March 21, 2016

Cruise-In Officials/City of South Lyon:

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

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

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

Regards,

A handwritten signature in black ink, reading "Michael Horlocker".

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

:lg

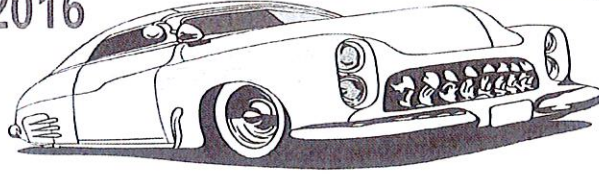
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# LAKE STREET CRUISE-IN

2016

*Downtown South Lyon*



Dear Lake Street Neighbors,

We would like to thank you for your past support for our monthly "Lake Street Cruise-In" Car Show. Our event happens in the evening on the forth Wednesday of the month May through September.

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

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

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

May 25, 2016, 6:30pm - 9:30pm

July 27, 2016, 6:30pm - 9:30pm

June 22, 2016, 6:30pm - 9:30pm

August 24, 2016, 6:30pm - 9:30pm

September 28, 2016, 6:00pm - 9:30pm\*

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

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

Deb Cook

Lake Street Cruise-In Committee

586-506-2598

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

Print Name: Michael + Stephanie Horlocker

Signature Michael Horlocker

Address 223 E Lake St.

Comments: \_\_\_\_\_

\*6:00pm proposed new start time for September show only

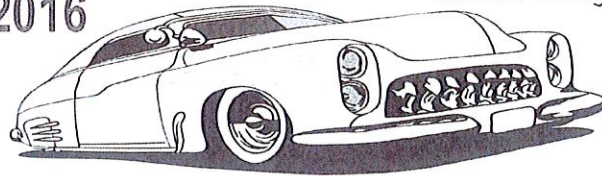




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Deb Cook

Lake Street Cruise-In Committee

586-506-2598

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

Print Name: JENNIFER DUNIGAN

Signature: [Signature]

Address: 216 E LAKE ST

Comments: \_\_\_\_\_

\*6:00pm proposed new start time for September show only

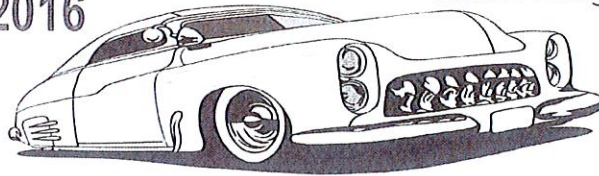




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Deb Cook

Lake Street Cruise-In Committee

586-506-2598

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

Print Name: Shawn Partonen

Signature: Shawn Partonen

Address: 222 E. Lake St

Comments: \_\_\_\_\_

\*6:00pm proposed new start time for September show only

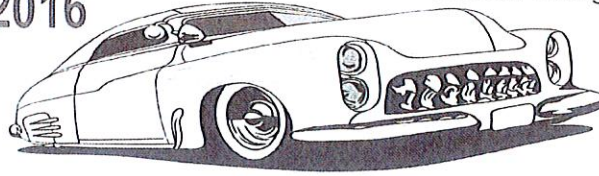




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September 28, 2016, 6:00pm - 9:30pm\*

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

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

Deb Cook

Lake Street Cruise-In Committee

586-506-2598

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

Print Name: Stacy Kisse

Signature: Stacy Kisse

Address: 228 E. Lake

Comments: \_\_\_\_\_

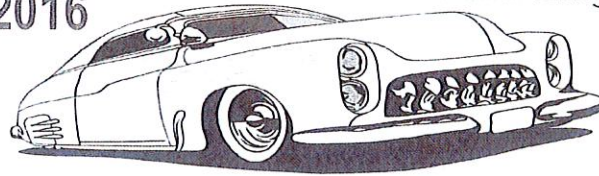
\*6:00pm proposed new start time for September show only





# LAKE STREET CRUISE-IN 2016

Downtown South Lyon



*Sue, could  
you please  
return to  
Lake Street  
Tavern.*

*T-  
Deb Cook*

Dear Lake Street Neighbors,

We would like to thank you for your past support for our monthly "Lake Street Cruise-In" Car Show. Our event happens in the evening on the forth Wednesday of the month May through September.

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

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

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

May 25, 2016, 6:30pm - 9:30pm

July 27, 2016, 6:30pm - 9:30pm

June 22, 2016, 6:30pm - 9:30pm

August 24, 2016, 6:30pm - 9:30pm

September 28, 2016, 6:00pm - 9:30pm\*

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

Deb Cook

Lake Street Cruise-In Committee

586-506-2598

I approve the closure of Lake Street between Wells St. and Reese St. Yes Disapprove \_\_\_\_\_

Print Name: Susan J. Reed

Signature: Susan J. Reed

Address: 232 E. Lake St #2 B. Lyon

Comments: looking forward to the cruises!

\*6:00pm proposed new start time for September show only

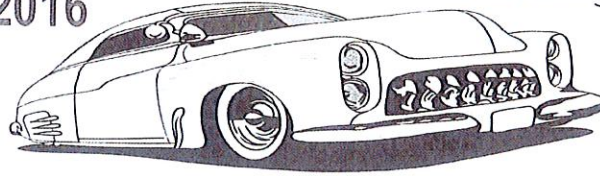




# LAKE STREET CRUISE-IN

2016

*Downtown South Lyon*



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

Deb Cook

Lake Street Cruise-In Committee

586-506-2598

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

Print Name: Alice M. Wade

Signature: Alice M. Wade

Address: 232 E. Lake #1 S. Lyon

Comments: \_\_\_\_\_

\*6:00pm proposed new start time for September show only

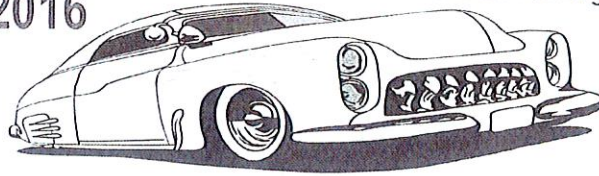




# LAKE STREET CRUISE-IN

2016

Downtown South Lyon



Deb Cook  
248-437-6353

Dear Lake Street Neighbors,

We would like to thank you for your past support for our monthly "Lake Street Cruise-In" Car Show. Our event happens in the evening on the forth Wednesday of the month May through September.

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

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

Deb Cook

Lake Street Cruise-In Committee

586-506-2598

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

Print Name: Lisa DNeill

Signature: [Signature]

Address: 137 E Wm St #3

Comments: \_\_\_\_\_

\*6:00pm proposed new start time for September show only



Motion by \_\_\_\_\_, supported by \_\_\_\_\_

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

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

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

Lisa Deaton  
City Clerk/Treasurer

# AGENDA NOTE

New Business: Item #

**MEETING DATE:** April 25, 2016

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

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

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

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

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

**RECOMMENDATION:** Approve the requested road closure.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the closure of McHattie Street between Pontiac Trail and South Lyon Collision on September 24, 2016 from 5:00 p.m. to 11:00 p.m.



# **SOUTH LYON POLICE DEPARTMENT**

*Lloyd T. Collins*  
Chief



## **Memorandum**

**To:** Lynne Ladner, City Manager

**From:** Chief Lloyd T. Collins

**Subject:** Brown's Root Beer Fifty-Six Years Celebration

**Date:** April 15, 2016

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

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

c: Lt. Chris Sovik  
Chief Mike Kennedy, SLFD  
Supt. Bob Martin, DPW  
Lisa Deaton, Clerk/Treasurer



# SOUTH LYON POLICE DEPARTMENT

219 Whipple

South Lyon, Michigan 48178

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

Lloyd T. Collins

Chief of Police

FFIELD @ CAVISON

600

11:00

2:00

## BLOCK PARTY APPLICATION

Date Application Submitted: 3-29-14

Requested Block-off Date: 9-24-16

Applicant / Contact's Name: ED BROWN BROWNS PH #: 248 437 8433  
ROOT BEAN

Applicant Address: 399 S. LAFAYETTE

Block-off Time: 5:00 pm

Block-off removal Time: 11:00 pm

Street Names to be blocked off: MC HATTIE

LAFAYETTE TO SOUTH LYON COLLISION

\* 56 YOUNG CELEBRATION

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

V.F.W James Plankey

MC HATTIE CENTER [Signature]

SOUTH LYON COLLISION [Signature]

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

[Signature]  
Applicant's SIGNATURE

APPROVED [✓]

DENIED [ ]

Chief Lloyd T. Collins  
Lloyd T. Collins, Chief of Police

04/15/16



# CERTIFICATE OF LIABILITY INSURANCE

BROWN-2

OP ID: ML

DATE (MM/DD/YYYY)

04/01/2016

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

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

PRODUCER Caviston Agency, Inc. 864 S Main St. Plymouth, MI 48170 Fred Field	CONTACT NAME: Fred Field PHONE (A/C, No, Ext): 734-455-8120 FAX (A/C, No): 734-455-6144 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Frankenmuth Mutual INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Brown's Root Beer & Sandwich Shop, LLC 399 S Lafayette St South Lyon, MI 48178-1407	NAIC # 13986

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CPP6209085	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC 6209085	01/01/2016	01/01/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

\*\*\*\*\*SEE ATTACHED\*\*\*\*\*

**CERTIFICATE HOLDER****CANCELLATION**

CITY062

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

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

AUTHORIZED REPRESENTATIVE  
Fred Field

© 1988-2014 ACORD CORPORATION. All rights reserved.

**NOTEPAD:**HOLDER CODE CITYO62  
INSURED'S NAME Brown's Root Beer & SandwichBROWN-2  
OP ID: ML

PAGE 2

Date 04/01/2016

Certificate Holder and Additional Insured Shown As:

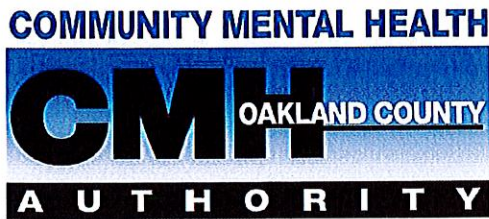
The City of South Lyon all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members including employees and volunteers thereof. It is understood and agreed by naming the City of South Lyon as additional insured, coverage afforded is considered to be primary and any other insurance the City of South Lyon may have in effect shall be considered secondary and/or excess.

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

  
\_\_\_\_\_  
Ed Brown

3-31-16  
\_\_\_\_\_  
(Date)





**WILLIE BROOKS, Executive Director and CEO**

April 4, 2016

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

Dear Mayor Galeas, Jr.:

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

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

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

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

Sincerely,

Christine Burk  
Communications and Community Outreach Manager

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

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

## **Mental Health Month – May 2016**

- WHEREAS, mental health is important for our individual well-being and vitality, as well as that of our families, communities and businesses; and
- WHEREAS, one in five Americans experience a mental health illness that requires treatment at some point in their lives; and
- WHEREAS, one in 10 children has a serious emotional disturbance that, if untreated, can lead to school failure, physical illness, substance use, jail and even suicide; and
- WHEREAS, May 5<sup>th</sup> has been designated the National Children's Mental Health Awareness Day; and
- WHEREAS, the State of Michigan will designate a Mental Health First Aid Training Week in May, recognizing an in-person training that teaches people how to help people developing a mental illness or in a crisis; and
- WHEREAS, stigma and stereotypes associated with mental illnesses often keep people from seeking treatment that could improve their quality of life; and
- WHEREAS, mental illness is a biologically based brain disorder that cannot be overcome through "will power" and is not related to a defect in a person's "character" or intelligence; and
- WHEREAS, mental health recovery is a journey of healing and transformation, enabling people with a mental illness to live in a community of his or her choice while striving to achieve his or her full potential; and
- WHEREAS, mental health recovery not only benefits individuals with mental health disorders by focusing on their abilities to live, work, learn and fully participate and contribute to our society, but also enriches the culture of our community life; and
- WHEREAS, the Oakland County Community Mental Health Authority, and its service provider agencies, are committed to inspiring hope, empowering people, and strengthening communities.

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

## Lynne Ladner

---

**From:** Josie Kearns <jakearns@umich.edu>  
**Sent:** Thursday, April 21, 2016 11:28 PM  
**To:** John Galeas; Harvey Wedell; Mary Dedakis; Glenn Kivell; Mike Kramer; mkurtzweil@southlyonmi.org; josephryzyi@southlyonmi.org  
**Cc:** Lynne Ladner  
**Subject:** Grant Receipt

Hello, Mayor and City Council Members,

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

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

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

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

All best,

Josie Kearns

Cultural Arts Commission



**Department of Police & Fire Services**

Charles Yon, Director of Public Safety

Jeff Roberts, Fire Chief



April 12, 2016

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

Chief Kennedy, *Mike*

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

Be Safe,

*Jeff Roberts*  
Jeff Roberts, Fire Chief  
Wixom Fire Department

**South Lyon Historical Commission Meeting**  
**Wednesday, April 6, 2016**  
**Minutes**

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

**Members Absent:** Roger Heiple, Larry Ledbetter,

**Others Present:** Carl Richards, Jan Renwick, Josie Kearns

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

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

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

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

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

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

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

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

**School Porch:** We are planning to replace the front porch on the school. Bob said that if we do, he would like to design a porch which would be more true to a vintage porch. Bob will talk to Larry and see if that would be a candidate for an Eagle project.

**Bagger Display:** We need a stand of some sort to display the bag sewing machine that Gary salvaged from the old grain mill before it was torn down. Bob said that he would take a look at it and see what is needed.

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

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

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

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

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

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

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