



# MEMO

To: Mayor Wallace and Council Members  
From: Rodney L. Cook, City Manager  
Date: January 21, 2014  
Re: Communication from the City Manager

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## I. Old Business

### 1) SMART – Municipal Credit Program FY 2013-2014

July 1, 2013 to June 30, 2014. Enclosed is our contract for our municipal credit at \$11,134. We need approval so we can submit for reimbursement in the spring. These funds go to offsetting our cost for Peoples Express, which is \$67,007 annually.

### 2) 2003 WW Bond Issue G.O. for the Treatment Plant – Transfer of Funds

Enclosed is a memorandum explaining the issue for your review. Item #3 is provided for your authorization for amending the budget and transferring the funds.

### 3) Proposed Budget Amendment FY 2013-2014

Affecting the following activity center: 2003 Debt Fund (307), Capital Improvements and Building Authority (see enclosed).

### 4) Designation of Street Administrator – Resolution Rodney Cook

The enclosed resolution needs to be approved so I can sign the map. When you hire a new City Manager they can recommend to be the Street Administrator.

### 5) Quotes for Forfeited Firearms

See enclosed summary provided by Chief Collins.

### 6) Resolution Approving Third Monk Brewing Co., LLC

See enclosed background and recommendation from Chief Collins.

## II. New Business

### 1) First Reading: Sign Ordinance Chapter 70

The following information is provided:

- a) Letter from Carmine Avantini, Planning Consultant

- b) Updated language with graphics

**2) Liquor License Request for Aubree's Pizzeria and Grill, LLC Resolution**

Enclosed are the following:

- a) Background evaluation
- b) Resolution approving license

**3) Purchase of Vacation Time**

Chief Collins and Bob Martin are requesting that Council authorize a purchase of their vacation time. They each have a significant amount of unused time.

Chief Collins: 1,165 total hours (291 X 42.82=12,460.62)

Bob Martin: 936 " " (291 X 40.03=9,367.02)

The proposal would be to purchase roughly ¼ of the time at their current hourly rate. These funds will still count toward their final average compensation for retirement.

**4) Acceptance of Resignation of ZBA board member and nomination of new ZBA board member**

Bill Rodman has submitted his resignation from the Zoning Board of Appeals. Mayor Wallace has received an application from Michael P. Joseph who would like to serve on the ZBA. An e-mail from Bill Rodman, Application for Appointment from Michael P. Joseph are included in this packet.

**General Information**

**Meals on Wheels:** According to the invoice submitted for payment, the program covers the 48178 zip code. The program served 3,453 meals from July 1, 2013 through September 30, 2013. However, I have requested a breakdown specifically for the City of South Lyon.

**City's Bond Rating:** AA. This issue is based on the last issue sold 2003 WW G.O. (Sewer Treatment Plant).

**Ordinance Update:** Our Planning Consultant, Carmine Avantini, will be starting the process to update the City's Zoning Ordinance which most likely will span the remainder of this fiscal year and the first half of the next. Carmine estimated that the cost would be roughly \$28,000.

**Tax Exemption:** We have an application for the following that will require a public hearing:

Application for Industrial Facilities Tax Exemption Certificate from Michigan Seamless Tube, LLC

The public hearing is scheduled for February 10, 2014.

**Contract for Building Inspection Services:** The City Manager from City of Novi has informed me that they are considering terminating the contract based on the 45 day advance notice requirement. I did request that they delay stopping service until May 1. At this time, we have not yet received the notice.

**Federal Aid Committee:** On January 27, 2013 the Federal Aid Committee will review and approve our earmarked funds for adding to the T.I.P. which will then be forwarded to SEMCOG and the FHA for their approval. It is possible that we still might not utilize this source to mill and overlay the northbound lane of Pontiac Trail between McHattie Street and the CSX railroad crossing. However, we can still utilize these funds on the southbound lane between Liberty and McHattie.

**Peoples Express:** Our contract is up on June 30, 2014. I have talked with Doug Anderson and he will be submitting a new proposal before the end of the month.

CITY OF SOUTH LYON  
REGULAR CITY COUNCIL MEETING  
JANUARY 13, 2014

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

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

PRESENT: Mayor Wallace  
Council Members: Dixon, Kivell, Kramer, Kopkowski, Rzyzi, Wedell,  
  
Also Present: City Manager Cook, Chief Collins, Chief Kennedy,  
Department Head Martin, City Attorney Wilhelm,  
and Clerk/Treasurer Deaton

MINUTES

CM 1-1-14 MOTION TO APPROVE MINUTES OF DECEMBER 9, 2013 MEETING

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

VOTE: MOTION CARRIED UNANIMOUSLY

BILLS

Discussion was held regarding the monthly bills.

CM 1-2-14 MOTION TO APPROVE BILLS

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

VOTE: MOTION CARRIED UNANIMOUSLY

AGENDA

City Manager Cook stated he would like to remove item 7b AFSCME contract.

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Councilman Kivell stated he would like to change item 2 for an actionable item, not only a discussion item.

1-3-14 MOTION TO APPROVE AGENDA

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

VOTE: MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT- None

OLD BUSINESS

1. Public Hearing for CDBG Program
  - a. Project Selection
  - b. Approval of Application

Mayor Wallace opened the public hearing at 7:35 p.m. There were no members of the public that wished to comment. Mayor Wallace closed the public hearing at 7:36 p.m.

City Manager Cook stated there are no eligible areas for Capital Improvements and it is unfortunate, but we may use it for Haven, and the Senior Center. He stated he would like Council to use the bulk for the Senior Center and \$2,500.00 given to Haven. Last year the money was used for Meals on Wheels as well, but he would like to pay that through the General Fund. That would be the extent of the program. City Manager Cook stated Meals on Wheels have not been paid since 2012. He further stated there are many people on the program. Discussion was held regarding the use of Meals on Wheels by the residents in this community and the surrounding communities.

CM 1-4-14 MOTION TO APPROVE CDBG APPLICATION

Motion by Wedell, supported by Rzyzi

WHEREAS, Oakland County has requested CDBG eligible projects from participating communities.  
WHEREAS, The City of South Lyon has duly advertised and conducted a public hearing on January 13, 2014 for the purpose of receiving public comments regarding the proposed use of PY 2014 Community Block Grant funds (CDBG) in the approximate amount of \$27,290 for the program year, as well as \$5,869.62 remaining from 2012, and

WHEREAS, the City of South Lyon found the following programs meet the federal objectives of the CDBG program and prioritized by the community.

Senior Center \$30, 659.62

HAVEN \$2,500.00

NOW, THEREFORE, BE IT RESOLVED, that the City of South Lyon CDBG application is hereby authorized to be submitted to Oakland County and the Mayor is authorized to execute all documents, agreements, and contracts which result from this application to Oakland County.

VOTE: MOTION CARRIED UNANIMOUSLY

## 2. CABLE CONTRACT

Councilman Kivell stated Council has discussed this numerous times, and according the contract it will be renewed again on the 15<sup>th</sup> of this month.

### CM 1-5-14 MOTION TO MODIFY THE CURRENT CABLE CONTRACT MONTH TO MONTH

Motion by Kivell, supported by Rzyzi

Motion to modify the cable contract to month to month

Councilman Rzyzi stated it is clear the contract needs to be reviewed, and it does need to be updated. He stated this contract was implemented in 1999, and it was originally for 5 years and it is well beyond that. He further stated we need to establish a Cable Commission and he would like Rich Perry to be involved. Mr. Perry runs the 3 minute Film Festival, and he seems to be technically capable and very knowledgeable. Councilman Rzyzi summarized an email that was sent to Council from Mr. Perry regarding the need for a Cable Commission.

Councilman Kramer stated he doesn't think we can just modify the contract without both parties agreeing on it. Attorney Wilhelm stated it would depend if Council wanted to modify the terms or cancel the contract. He further stated we could cancel the contract, then approach the company to modify the terms and if they disagree, it would fall back to the contract being renewed.

Councilman Kivell stated we can terminate the contract and everything that has happened up until now, can still continue. He further stated no one would notice if this contract is in play or not. Councilman Kivell stated he asked Mr. Perry if he would be interested in being on the Cable Commission, and he stated he would. Discussion was held regarding the possibility of a month to month contract and the probability of doing so when Mr. Heiple is in Florida.

Councilman Kopkowski stated she would like the members of the Cable Commission to also have cable access and be able to watch channel 19.

Discussion was held regarding the cable channel and the current contract.

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Mayor Wallace stated if the contract is cancelled, there will be financial expenses to the City. He stated the majority of the equipment in the media room belongs to SLCTV. Mayor Wallace stated the other local community channels have fallen to the wayside, including the school channel. He stated this channel is close to being dead in the water. At one time there were over 7,000 subscribers, currently there are fewer than 2,200.

Brian Dunn of 1080 Stable Lane stated he agrees this contract needs to be updated. He further stated terminate the contract and go to an online format. Councilman Kivell stated we don't have to cancel one to accommodate the other. It is a City asset and we should take advantage of it. It is a good vehicle to get the word out to our residents, for things such as a snow emergency.

Councilman Kramer stated we need to decide if we terminate the contract or renew the contract and try to go month to month, and establishing a commission to decide the content that appears on the channel, and also to see if anyone is interested in being part of the Cable Commission. More discussion was held regarding the cable contract and the option to terminate or renew.

Attorney Wilhelm stated we can terminate with written notice and we do not have to give a 30 day notice. He explained terminating means it is done, there is no contract, and you can make an approach to make a modification. He further stated Council could ask the contract holder to modify the contract month to month, but if he says no, it will go on for another year. Councilman Kivell stated he would like to terminate then possibly see if we can have a contract for month to month.

Mayor Wallace stated he has asked the audience in the past for content to play on the channel. He further stated he talked to Roger Heiple and if they want to change the contract, Mr. Heiple has stated he is ok with the contract being terminated.

Councilman Wedell stated he feels any employees of SLCTV should recuse themselves from voting on this issue.

Councilman Kivell rescinded his motion to modify the current cable contract to month to month.

#### CM 1-6-14 MOTION TO TERMINATE CABLE CONTRACT

Motion by Kramer, supported by Kivell  
 Motion to not renew the current contract with SLCTV

Councilman Kramer withdrew the motion

#### CM 1-7-14 MOTION TO TERMINATE THE CONTRACT

Motion by Kramer, supported by Kivell  
 Motion to exercise our written termination of the cable contract

VOTE: MOTION CARRIED- 1 RECUSED

Mayor Wallace asked who would like to give him a hand for running the cable channel at no cost. The audience applauded.

3. Contract with South Lyon Schools for 2013 Senior Center (CDBG) for \$19,103

City Manager Cook stated we need a contract to get reimbursed for the monies we have already paid for the Senior Center.

CM 1-8-14 MOTION TO APPROVE CONTRACT WITH SOUTH LYON SCHOOL FOR SENIOR CENTER

Motion by Rzyzi, supported by Dixson  
 Motion to approve the contract with the South Lyon Schools for the CDBG \$19,103.00

VOTE: MOTION CARRIED UNANIMOUSLY

4. Contract with MML for City Manager Search with Joyce Parker as Consultant

City Manager Cook stated we need to approve the proposed contract for Ms. Parker to be our consultant through the MML for our City Manager search.

CM 1-9-14 MOTION TO APPROVE CONTRACT WITH MML

Motion by Kivell, supported by Kopkowski  
 Motion to approve contract with the Michigan Municipal League with Joyce Parker as Consultant

VOTE: MOTION CARRIED UNANIMOUSLY

CM 1-10-14 MOTION FOR SPECIAL MEETING

Motion by Kivell, supported by Wedell  
 Motion to schedule a special meeting for Saturday January 18, 2014 at 11:00 a.m.

VOTE: MOTION CARRIED UNANIMOUSLY

5. Western Oakland Meals on Wheels Program 2013 (CDBG) contract for services \$5,000

City Manager Cook stated we have appropriated \$5,000 from our Community Development Fund. We need to be reimbursed; therefore we need to have a contract. We haven't had a contract since 2007. He further stated we need to get reimbursed for the current fiscal year.

CM 1-11-14 MOTION TO APPROVE CONTRACT WITH WESTERN OAKLAND MEALS ON WHEELS PROGRAM

Motion by Kopkowski, supported by Rzyzi

Motion to approve the 2013 contract with Western Oakland Meals on Wheels Program for \$5,000

VOTE: MOTION CARRIED UNANIMOUSLY

6. Proposed amendment for Budget year 2013-2014

City Manager Cook stated we tried to do some budget amendments. This modifies the existing budget, but he may have to come back again with some issues we are facing. He further stated we had to raise the contractual because of the expenditure to Novi Building Dept a considerable amount has already been spent, and we will have more cost than Council originally thought.

Councilman Wedell asked if the \$40,000 includes the not to exceed \$10,000 for the Management search. Discussion was held regarding the budget amendments and the expenditure reports.

CM 1-12-14 MOTION TO APPROVE BUDGET AMENDMENTS

Motion by Kivell, supported by Rzyzi

Motion to approve Budget Amendment for fiscal year 2013 as presented

VOTE: MOTION CARRIED- 2 OPPOSED

7. Memorandum of Understanding- Opening of Existing Labor Contract

City Manager Cook stated the union has approved the changes in the contract with a 2% raise, as well as the change in the cost of health care to 10%, 15% and 20%, as well as a change in the MERS for future hires. Councilman Rzyzi stated he is happy the City can give raises to our employees for the first time in 5 years. Councilman Wedell stated he has no problem with the 2% raises, but would like to know who this will include. City Manager Cook stated it will include everyone except the police.

CM 1-13-14 MOTION TO APPROVE OPENING EXISTING OPERATING ENGINEERS LABOR CONTRACT

Motion by Wedell, supported by Kivell

Motion to approve the reopening of the Operating Engineer's contract and to approve the same

raise to include all include all other employees that do not have a contract.

VOTE: MOTION CARRIED UNANIMOUSLY

8. Witch's Hat Brewing Co. LLC

Mayor Wallace stated they are a very successful business in our town, and they are hoping to move to a larger location to expand their business.

Councilman Kivell stated he loves the success and the hard work they have put in, but he is doesn't see the location working out. He spoke with the City Planner, and the parking circumstances with a restaurant and the brewery in that parking lot, he doesn't think it can be handled at that location. He further stated he hopes the traffic problem can be solved.

Ryan Cottongim of Witch's Hat Brewing Co stated he is aware of the parking lot issues, but the owner of the building has assured them that they will have enough spaces for their business. He stated they are already assured 26 spaces, and that will give them more spaces than they have at their current location.

Councilman Kivell stated the parking pressure is genuine while the building is perfect, the parking is not. He further stated he wishes them the best, but he cannot support this at this time because of the parking issue.

CM 1-14-14 MOTION TO APPROVE THE MICROWBREWERY LICENSE OF WITCH'S HAT BREWING CO. LLC

Motion by Kramer, supported by Kopkowski

Motion to approve the microbrewery License for Witch's Hat Brewing Co. LLC

VOTE: MOTION CARRIED 1 OPPOSED

NEW BUSINESS

1. Parks and Recreation Master Plan Update for 5 year plan

City Manager Cook stated our master plan expired on the 31<sup>st</sup> of December and we must have a plan in place by March to continue to get funding. Our planning consultant stated they can have this done by March. He further stated we have a letter from Marc Russell and Carmen Aventine stating it will cost approximately \$10,000.

CM 1-15-14 MOTION TO APPROVE THE MASTER PLAN UPDATE IN THE AMOUNT OF \$10,000

Motion by Kramer, supported by Wedell

Motion to approve the Master Plan update from Russell Design and CIB Planning for the

amount of \$10,000

VOTE: MOTION CARRIED UNANIMOUSLY

2. Resolution to execute Oaktac Binder Agreement and join Oaktac

Chief Collins stated this is primarily a training group to ensure all agencies have the same and consistent training in all instances such as active shooter situations. There is no cost to the City.

CM 1-16-4 MOTION TO EXECUTE OAKTEC BINDER AGREEMENT AND JOIN OAKTAC

Motion by Wedell, supported by Dixon

Motion to execute Oaktac Binder Agreement and join Oaktac

VOTE: MOTION CARRIED UNANIMOUSLY

3. Acceptance of donations to the City

City Manager Cook stated we have three donations for the Holiday party, and also a donation to the Fire and Police Department from Ken and Barb Turner.

CM 1-17-14 MOTION TO ACCEPT DONATIONS TO THE CITY

Motion by Wedell, supported by Kivell

Motion by accept donations from Michigan Seamless Tube, Duncan Disposal, and Ken and Barb Turner with thanks.

VOTE: MOTION CARRIED UNANIMOUSLY

4. ITC Temporary Access Agreement

City Manager Cook stated ITC made a request to gain access, because they have an easement by the railroad, but they do not have any access. They need to replace electricity poles, and they will grind up the ones they are removing and they will be replaced with steel. They have agreed to handle any damage that may be done.

CM 1-18-14 MOTION TO APPROVE THE TEMPORARY ACCESS AGREEMENT FOR ITC

Motion by Wedell, supported by Kramer

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## Motion to approve the ITC Temporary Access Agreement

VOTE: MOTION CARRIED UNANIMOUSLY

### MANAGERS REPORT

City Manager Cook stated we are starting the budget a little earlier than normal, and he is hoping to get more involved and will have some numbers for Council to look over in the next couple of months.

Chief Collins stated at an earlier meeting Council approved the sale of a Kawasaki motorcycle, and they did sell that for \$1,837. He further stated for 2013 they have recouped \$4,056 at auction.

### COUNCIL COMMENTS

Councilman Kivell stated with the snow emergency that occurred recently, we need to get a handle on the process of letting everyone know. Our guys did a great job, and it is a monumental job they do to keep the roads open for people to get around town. He stated he spoke with Bob Martin about the horrible road repairs that were done by Bricco.

Councilmember Kopkowski stated she didn't see the snow emergency on our website. City Manager Cook stated the problem was there was no emergency called until 3:00 in the morning, and then we have no one to let everyone know. He is suggesting we get another computer so the police department can also put a snow emergency on the website and sign. Department Head Martin stated it was on 6 local radio and news channels. Chief Collins stated they also added it to their facebook page and to the Nixel program.

Councilman Ryzyi stated he would like to thank the DPW for the great job they did with the snow removal. He further stated many of his neighbors commented what a great job they did as well. He asked City Manager Cook if he would like to also be on the Board for the Chamber. City Manager Cook stated he does not need to be on the board because of his term here, but the new City Manager should be on there, as well as the DDA Board.

Councilman Kramer stated they have been asked to give a presentation to Salem Township for the Community Recreation Center and they will be at the next meeting.

Mayor Wallace stated SLCTV had a great run. He further stated there is more to the channel than hitting a button. He stated there is so much more than meets the eye. This was a hobby job for the love of his community. It was for everyone. He further stated he has always paid out more money than he has ever made. It was a great run, and he enjoyed it. He wanted to thank everyone involved with it all these years.

ADJOURNMENT

CM 1-19-14 MOTION TO ADJOURN MEETING

Motion by Kopkowski, supported by Kramer  
Motion to adjourn the council meeting at 9:15

VOTE: MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

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Tedd Wallace Mayor

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Lisa Deaton Clerk/Treasurer

DRAFT

CITY OF SOUTH LYON  
SPECIAL CITY COUNCIL MEETING  
JANUARY 18, 2014

Mayor Wallace called the meeting to order at 11:00 a.m.

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

PRESENT: Mayor Wallace  
Council Members: Dixon, Kivell, Kramer, Rzyzi, and Wedell  
Absent: Kopkowski  
Also Present: City Manager Cook and Clerk/Treasurer Deaton

Ms. Joyce Parker of the MML stated she has been a facilitator for over 5 years with the MML, she worked in a consulting capacity with the State of Michigan and has also worked as a City Manager for many cities here in Michigan and in Indiana. She has a passion for public service and enjoys working with different communities.

Ms. Parker stated there is a proposed time frame for the City Manager search. The first process is development of a candidate and community profile. She further stated the position was posted as of Tuesday the 14<sup>th</sup>. Ms. Parker stated there will be two weeks for the information to be developed with a completion date of January 31<sup>st</sup>. She stated they have included 4 weeks for advertisement with a completion date of February 14, 2014. As we get closer to the date, the MML will do an email blast, and if there are any specific individuals the City is interested in, she can make contact with them as well. Councilman Kivell asked if that is a normal designation of time for advertising. Ms. Parker stated this is typical. Councilman Kramer asked if the MML is currently involved with other communities that are currently looking for City Managers. Ms. Parker stated yes, and if they find a candidate that is not a good fit for one community, they may approach them to interview for another community.

Ms. Parker stated the third step in the process is related to reviewing resumes. The selection of candidates to interview will be done within two weeks. She will review the posting for the requirements, and then evaluate each of the candidates based on the requirements for the position. She will narrow them down to the top 15, and then she will either interview them by phone or in person. She will then develop a list of semifinalists. She will give Council the listing of all candidates and the semifinalists and reference information as well. Ms. Parker stated she would like to get a list of concerns the Council would like the new City Manager to work on. Ms. Parker stated some candidates will like to remain private for different reasons. She stated when she provides Council with the candidate's information, she will give each candidate a number without a name until they are

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named as a finalist, then Council will be given their names. She will also give Council a summary that will demonstrate they have the qualifications Council is looking for.

Ms. Parker stated the fourth part is the reference check. She allows 3 weeks for the interview and reference check part of the process, with a completion day of March 20<sup>th</sup>. She stated there is an anticipation date for a week for Council to have interviews with a March 27<sup>th</sup> completion date. Ms. Parker stated the new City Manager possible start date of April 16<sup>th</sup>.

Discussion was held regarding the different circumstances when a candidate may want to apply to the City of South Lyon. Ms. Parker stated part of the interview process will explain why they are interested in South Lyon. Ms. Parker stated all interviews between Council and the potential candidates will be open to the public. Ms. Parker stated when Council will conduct the interviews; there are a number of ways for the interviews to be held. They can be between just Council and candidates, or they could include questions from Department Heads and the public.

Councilman Kramer asked Ms. Parker if the selection process for the initial interviews, is only her recommendation, or is there anyone else that may have input. Ms. Parker stated it is her recommendation of her assessment of the candidates. She further stated she will supply Council with the original list, as well as a short list. She stated she would like Council to narrow the candidates down to 5 or 6 candidates to interview. She further stated she would like a list of any issues the new City Manager will have to deal with and what qualifications are important for Council.

Mayor Wallace stated he thinks being a member of the community is very important. If they can't possibly move here, at least have their kids in our school district. The new City Manager will need to be more visible and work well with our department heads.

Councilman Wedell stated the budget is very important to him, as well as improving the economic development of our community.

Councilman Kramer stated he is looking for a strong willed candidate. It is a City manager form of government and that person will need to be able to deal with small town politics. Someone to follow their job and do what they need to get done.

Councilman Rzyzi stated he would like the new City Manager to focus more on budgets and long term planning with pensions, also someone to bring more businesses to our community.

Councilman Kivell stated it is important that the candidate is familiar with in-house utility such as water and sewer. Ms. Parker thanked everyone for their time.

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COUNCIL COMMENTS

Councilman Wedell stated we need to have someone on site while City Manager Cook is away.

Councilman Kramer stated he agrees we need someone in house while he is on vacation.

Mayor Wallace stated he would like to thank Ms. Parker for her presentation and he is confident things work out fine for South Lyon.

Margaret Kurtzweil stated she owns a business at 417 S Lafayette and she looked at Joyce Parkers credentials and they are outstanding. She stated she has a client that is a City Manager and while working with him on his contract, she was able to speak with him regarding our situation here in the City. He is also highly credentials and has been a City Manager for many years. He provided her with some information that has not been discussed yet. He watched the meeting from October 28<sup>th</sup> as well as the following meeting, and also read articles on the internet. The one issue he spoke about was looking for a new City Manager at this time and he does not think this is the right time to do this. With the possibility of a recall, he doesn't think we will be getting any serious candidates for the job. She further stated with a recall in process the current Council that will be hiring this person, may not be the same City Council that this person will be working with in the future. Ms. Kurtzweil stated her client felt that the Council needed to wait until after the recall process, and then move forward looking for a new City Manager. She further stated she would like to hear some discussion regarding this possibly being an issue regarding the recall and hiring a new City Manager.

Councilman Kivell stated this issue could make it more difficult, but this same circumstance happens every time there is a city council election.

Mayor Wallace stated he does not consider a recall being in process until it is filed with the County, the language is approved and the signatures are taken, and they are not close to that at the moment.

Councilman Kramer stated he has been very vocal and angry regarding the way the City Manager was fired. He further stated regardless of that, regardless of the recall process, this process must move forward, we need a City Manager.

ADJOURNMENT

CM 1-1-14 MOTION TO ADJOURN MEETING

Motion by Kivell, supported by Rzyzi

Motion to adjourn meeting at 11:45 a.m.

VOTE:

MOTION CARRIED UNANIMOUSLY

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Respectfully submitted,

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Tedd Wallace Mayor

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Lisa Deaton Clerk/Treasurer

DRAFT

# MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT for FY - 2014

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I, Rodney L. Cook, as the City Manager of **City of South Lyon** (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** (Section 1 below), and **Community Credits** (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in Exhibit A, and the operating budget for that service is set forth in Exhibit B, both of which are attached hereto and incorporated herein.

1. The Community agrees to use \$ **11,134** in **Municipal Credit** funds as follows:

- (a) Transfer to \_\_\_\_\_ Funding of: \$ \_\_\_\_\_  
TRANSFEREE COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ \_\_\_\_\_  
(Including Charter and Taxi services)
- (c) Services Purchased from SMART At the cost of: \$ 11,134  
(Including Tickets, Shuttle Services/Dial-a-Ride)

**Total \$ 11,134**

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on projected revenue estimates. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All funding must be spent by September 30, 2015; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use \$ **0** in **Community Credit** funds available as follows:

- (a) Transfer to \_\_\_\_\_ Funding of: \$ \_\_\_\_\_  
TRANSFEREE COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ \_\_\_\_\_  
(Including Charter and Taxi services)
- (c) Services Purchased from SMART At the cost of: \$ \_\_\_\_\_  
(Including Tickets, Shuttle Services/Dial-a-Ride)
- (d) Capital Purchases At the cost of: \$ \_\_\_\_\_

**Total \$ 0**

# MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT for FY - 2014

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Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2014, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2016 unless approval from SMART General Manager is obtained to extend Community Credits for an additional 2 years to allow accrual for major capital projects; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

This agreement shall be binding once signed by both parties.

City of South Lyon

By: Redney L. Cook

Date 1-14-2014

Its: City Manager

Suburban Mobility Authority for  
Regional Transportation

Date \_\_\_\_\_

By: \_\_\_\_\_  
John C. Hertel  
General Manager



**Employment Data (continued)**

Employment at this establishment-Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees.  
Enter the appropriate figures.

Job Categories	Current Workforce					Under-utilization		Estimated Number of Vacancies	20____ Goals				Ultimate Goals				
	No. of Employees	Minority		Female		Min.	Fem.		Minority		Female		Minority		Female		
		#	%	#	%				#	%	#	%	Year	%	Year	%	
Officials/Managers	1																
Professionals																	
Technicians																	
Sales Workers																	
Office and Clerical Staff	2																
Craftsmen (Skilled)																	
Operators (Semi. Skilled)	3																
Laborers (Unskilled)																	
Service Workers																	
Journey Workers																	
Apprentices																	
<b>Total</b>	<b>6</b>	<b>-</b>	<b>-</b>	<b>1</b>	<b>17</b>												

**Certification**

Name of authorized official: Rodney L. Cook Title: City Manager

Signature: \_\_\_\_\_ Date: 1/22/2014

Name of person to contact regarding this report: Rodney L. Cook Title: City Manager

Address (number and street): 335 S. Warren Street City: South Lyon

State: MI Zip Code: 48178 Area Code: 248 Telephone Number: 437-1735 Ext. \_\_\_\_\_

How was information as to race or ethnic group obtained?  Visual Survey  Employment Records

Do not write below this line. For SMART Only.

Date	Awardable		Signature	Comments
	Yes	No		

## **Exhibit A**

### **Project Description**

**Definition:** The City of South Lyon has entered into a three year agreement Northfield Human Services (People's Express) for the purpose of providing transportation assistance to all citizens of the City. The City will pay \$60,780 for the first year beginning 7/1/2011, \$63,816 for the second year and \$67,008 for the third year of the contract.

**Service Area** – See enclosed map that shows the general service area.

**Service Hours** – Monday thru Friday 8:00 a.m. to 5:00 p.m. – Appointments are made 24 hours in advance

**Eligible User Group** – All residents of the City of South Lyon

**Fare Structure** - \$2 round trip within the City and \$4 round trip to destinations outside the City of South Lyon.

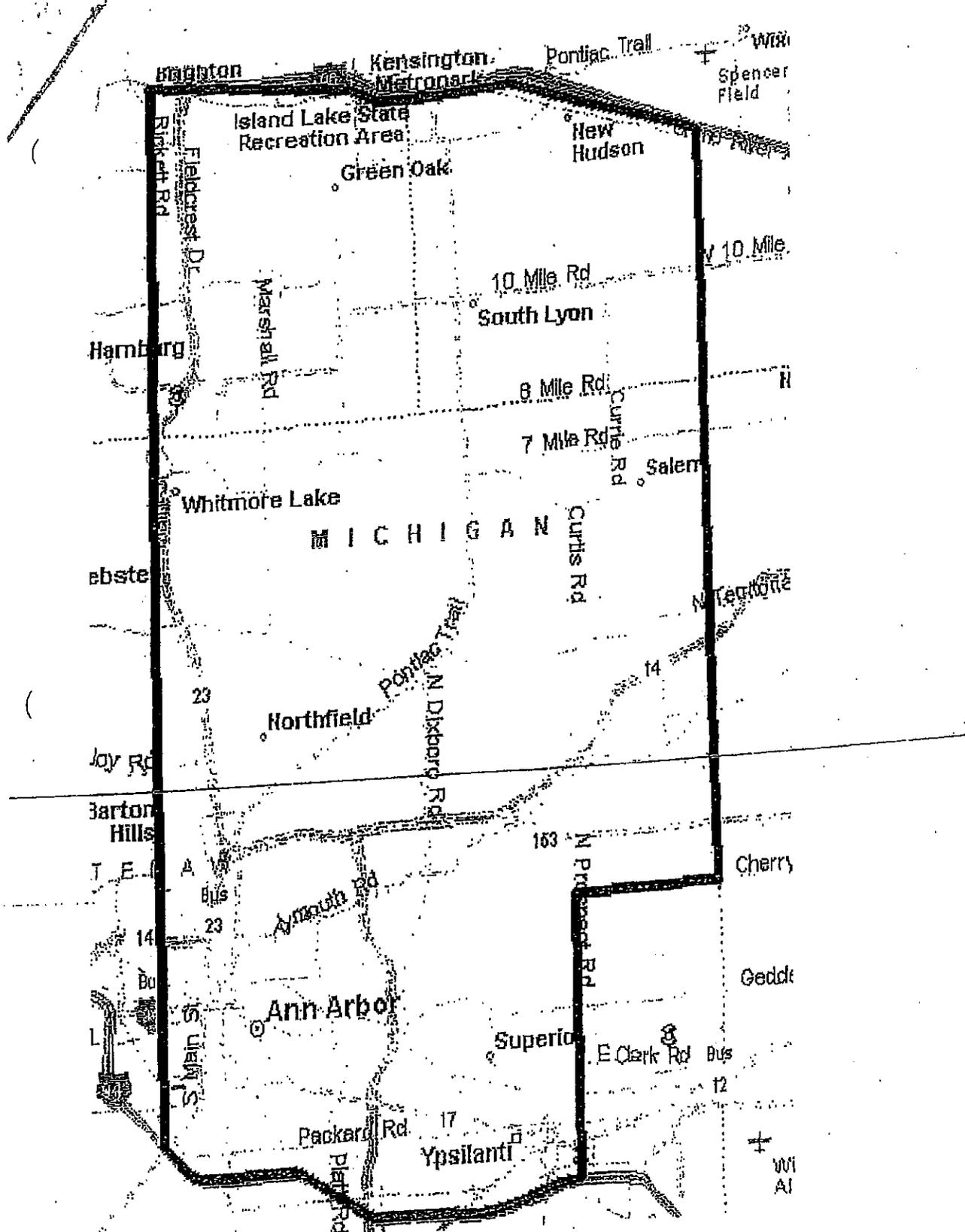
**Service Level** – Users are required to make arrangements at least 24 hours in advance

**Service Mode** – Seating capacity – 9

Wheelchair Accessible

Multiple vehicles available

People's Express has backup vehicles for mechanical failures



**EXHIBIT B**

**PROJECT OPERATION BUDGET**

COMMUNITY: City of South Lyon  
PROJECT: MUNICIPAL/COMMUNITY CREDIT PROGRAM  
FISCAL YEAR 2014 - JULY 1, 2013 THROUGH JUNE 30, 2014

**OPERATING EXPENSES:**

Administrative Fee (max. is 10% of MC/CC Funds) \_\_\_\_\_  
Driver Wages \_\_\_\_\_  
Fringe Benefits \_\_\_\_\_  
Gasoline & Lubricants \_\_\_\_\_  
Vehicle Insurance \_\_\_\_\_  
Parts, Maintenance Supplies \_\_\_\_\_  
Mechanic Wages \_\_\_\_\_  
Fringe Benefits \_\_\_\_\_  
Dispatch Wages \_\_\_\_\_  
Cell phones or other overhead costs (Specify) \_\_\_\_\_

Sub Total (Operating Expenses) \_\_\_\_\_

**PURCHASED SERVICE**

Taxi Service \$67,007 \_\_\_\_\_  
Charter Service \_\_\_\_\_  
SMART Bus Tickets \_\_\_\_\_  
SMART Shuttle Service \_\_\_\_\_  
SMART Dial-A-Ride \_\_\_\_\_

Sub Total (Purchased Service) \_\_\_\_\_ \$67,007

**CAPITAL EQUIPMENT**

(Only list purchases to be made with Community Credits)

Computer Equipment \_\_\_\_\_  
Software \_\_\_\_\_  
Vehicle \_\_\_\_\_  
Maintenance Equipment \_\_\_\_\_  
Other (Specify) \_\_\_\_\_

Sub Total (Capital Equipment) \_\_\_\_\_

**TOTAL EXPENSES**

**(Operating Expenses, Purchased Service and Capital Equipment)**

**REVENUES:**

Municipal Credit Funds \$11,134 \_\_\_\_\_  
Community Credit Funds \_\_\_\_\_  
Specialized Services Funds \_\_\_\_\_  
General Funds \$55,873 \_\_\_\_\_  
Farebox Revenue \_\_\_\_\_  
In-Kind Service \_\_\_\_\_  
Special Fares (Contracted Service) \_\_\_\_\_  
Other (Specify) \_\_\_\_\_

**TOTAL REVENUE:** \_\_\_\_\_ \$67,007

Submitted By: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ City Manager \_\_\_\_\_ 1/22/2014

# MEMO

To: Mayor Wallace and Council Members  
From: Rodney L. Cook, City Manager  
Date: January 21, 2014  
Re: Shortfall 2003 WW Bond Issue General Obligation

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Based on my review of the 2003 G.O. for the Sanitary Sewer Treatment Plant, it is my opinion that the fund will be in need of cash beginning on or before July 1, 2015. The existing millage of 2.5 mills is not sufficient to meet our obligation on October 1, 2015. I have looked at several scenarios and the result is the same in that at some point we will not have sufficient funds to pay our debt obligation with the current millage rate of 2.5 mills. We can delay an increase in the mileage rate but eventually an increase will be required, but that increase will be based on increased taxable value and new construction, etc. Therefore I am recommending the following action. I would note that I projected a constant 3% increase in taxable value through FY 2018-2019 and it reflected that payments in FY 2019-2020 would not be met.

- (1) Transfer \$172,324 from 1996 Building Authority and close the account. The debt was retired in FY 2011-2012.
- (2) Transfer \$727,427 from the Capital Improvement Fund to the 2003 G.O. This represents monies levied in 2002-2003 for the debt issue that was not sold until FY 2003-2004.
- (3) Phase in an increase in the debt millage based on growth, etc. Since it is a general obligation of the City we can levy whatever millage is necessary to retire the debt. You probably could delay a millage increase until FY 2015-2016.

Enclosed is a proposed Budget Amendment to transfer the appropriate funds.

<b>401 CAPITAL IMPROVEMENT FUND</b>							
<b>REVENUES</b>							
		<b>Audit</b>	<b>Adopted</b>	<b>Amended</b>	<b>Proposed</b>	<b>Amended</b>	<b>Proposed</b>
<b>Revenue</b>	<b>Description</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>2013-2014</b>	<b>2014-2015</b>
402	Current Property Tax (.156)	47,844	47,942	47,942	47,902	47,902	47,900
402-5	Current Property Tax- Treatment Plant						
446	Penalties & Interest						
510	Huron Valley Aid				426,556	426,556	
566-1	Transporation Enhancement(Urban Design)						
570	State Shared Revenues						
571-1	Federal Grant-Stimulus-9 Mile						
571-4	Federal Grant-S. W. Connector	72,807					
571-5	Federal Grant-Pontiac Trail/9 Mile Rd. <sup>1</sup>						
571-001	Federal Grant Comm. Development		82,156	82,156			
583	Contrib.-Road Comm. Lake Street Tri-Party				73,637	73,637	
664	Interest Income	5,737			5,000	5,000	5,000
675	Contrib.-Road Comm. Pontiac Trail-Tri-Party						
675-001	Contrib. Road Comm. Southeast Connector						
676-274	Transfer In CDBG						
698-7	DELEG Grant	7,954					
	<b>TOTAL REVENUES</b>	<b>134,342</b>	<b>130,098</b>	<b>130,098</b>	<b>553,095</b>	<b>553,095</b>	<b>52,900</b>
	<b>BEGINNING FUND BALANCE</b>	<b>2,477,529</b>	<b>2,325,875</b>	<b>2,325,875</b>	<b>2,112,372</b>	<b>1,895,218</b>	<b>877,796</b>
	<b>TOTAL REVENUES</b>	<b>2,611,871</b>	<b>2,455,973</b>	<b>2,455,973</b>	<b>2,665,467</b>	<b>2,448,313</b>	<b>930,696</b>
	<b>TOTAL EXPENDITURES</b>	<b>367,609</b>	<b>126,500</b>	<b>261,988</b>	<b>843,090</b>	<b>1,570,517</b>	
	<b>ENDING FUND BALANCE</b>	<b>2,244,262</b>	<b>2,329,473</b>	<b>2,193,985</b>	<b>1,822,377</b>	<b>877,796</b>	<b>930,696</b>

<b>401 CAPITAL IMPROVEMENT FUND</b>							
<b>EXPENDITURES</b>							
		<b>Audit</b>	<b>Adopted</b>	<b>Amended</b>	<b>Proposed</b>	<b>Amended</b>	<b>Proposed</b>
<b>Expenditure</b>	<b>Description</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>2013-2014</b>	<b>2014-2015</b>
<b>451</b>							
801-001	Prof. Svcs.-CDBG Whipple St. Lot		25,300	25,300			
801-170	Prof. Svcs.-S. W. Connector	136,427					
801-190	Prof. Svcs.-Urban Design Engineering						
801-300	Prof. Svcs.-Police/Fire Parking Lot				31,600	31,600	
801-002	Prof. Svcs.-Storm Water Master	856					
801-110	Prof. Svcs.-Lake St. Design Engineering				80,000	80,000	
802-001	Cont. Svcs.-CDBG Whipple St.Lot		101,200	101,200			
802-110	Cont. Svcs.- Lake Street Project				586,520	586,520	
802-210	Cont. Svcs.-S.W. Connector	160,687					
802-300	Cont. Svcs.-Police/Fire Parking Lot				126,230	126,230	
802-190	Cont. Svcs.-Urban Design Transportation						
802.4	Contractual Svcs. - DELEG	69,639					
969-202	Contribution-Major Streets						
969-203	Contribution-Local Streets			106,900			
969-280	Transfer to DDA			28,588	18,740	18,740	
969.307	Contribution to W.W Bond D.R.					727,427	
970-000	Parking Lot improvements						
	<b>TOTAL EXPENDITURES</b>	<b>367,609</b>	<b>126,500</b>	<b>261,988</b>	<b>843,090</b>	<b>1,570,517</b>	<b>-</b>

<b>369 BUILDING AUTHORITY OPERATING AND DEBT FUND</b>							
Revenue	Description	Audit	Adopted	Amended	Proposed	Amended	Proposed
		2011-2012	2012-2013	2012-2013	2013-2014	2013-2014	2014-2015
402	Current Property Tax (.3565)	109,649	109,559	109,559	109,470	109,470	
402-1							
402-2	Mills Joint Municipal Building (.3326)						
570	State Shared Revenues						
664	Interest Income	526	200	200	200	200	
669	Bond Capitalized Interest						
674	Cont. S.L. Schools Constr.						
	Interest on Construction Fund						
674-1	Cont. S.L. Schools Debt Share						
674-2	Cont.- DDA	34,285	33,950	33,950	18,740	18,740	
676-509	Cont.-Land Acquisition						
676-401	Cont.-Capital Improvement				18,470	18,470	
694	Other Revenues						
698	Proceeds-Sale of Bonds						
	<b>TOTAL REVENUES</b>	<b>144,460</b>	<b>143,709</b>	<b>143,709</b>	<b>146,880</b>	<b>146,880</b>	<b>-</b>
Expenditure	Description	Audit	Adopted	Amended	Proposed	Amended	Proposed
		2011-2012	2012-2013	2012-2013	2013-2014	2013-2014	2014-2015
<b>446-2</b>	<b>SHARED FACILITY DEBT</b>						
<b>969-307</b>						172,324	
990	Debt-Principal		-	-	0	0	0
995	Debt-Interest		-	-	0	0	0
999	Paying Agent Fees		-	-	0	0	0
	<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>172,324</b>	
<b>446-3</b>	<b>LAND ACQUISITION</b>						
990	Debt-Principal	75,000	75,000	75,000	80,000	80,000	
995	Debt-Interest	35,613	31,825	31,825	25,960	25,960	
999	Paying Agent Fees	300	750	750	750	750	
	<b>Total</b>	<b>110,913</b>	<b>107,575</b>	<b>107,575</b>	<b>106,710</b>	<b>106,710</b>	<b>-</b>
<b>446-4</b>	<b>Wells St. Parking Lot</b>						
990	Debt Principal	25,000	25,000	25,000	30,000	30,000	
995	Debt Interest	9,060	8,200	8,200	6,730	6,730	
999	Paying Agent Fees	225	750	750	750	750	
	<b>Total</b>	<b>34,285</b>	<b>33,950</b>	<b>33,950</b>	<b>37,480</b>	<b>37,480</b>	<b>-</b>
	<b>TOTAL EXPENDITURES</b>	<b>145,198</b>	<b>141,525</b>	<b>141,525</b>	<b>144,190</b>	<b>316,514</b>	<b>-</b>
	<b>BEGINNING FUND BALANCE</b>	<b>210,599</b>	<b>224,273</b>	<b>224,273</b>	<b>226,457</b>	<b>226,457</b>	<b>56,823</b>
	<b>TOTAL REVENUES</b>	<b>144,460</b>	<b>143,709</b>	<b>143,709</b>	<b>146,880</b>	<b>146,880</b>	<b>-</b>
	<b>TOTAL EXPENDITURES</b>	<b>145,198</b>	<b>141,525</b>	<b>141,525</b>	<b>144,190</b>	<b>316,514</b>	<b>-</b>
	<b>ENDING FUND BALANCE</b>	<b>209,861</b>	<b>226,457</b>	<b>226,457</b>	<b>229,147</b>	<b>56,823</b>	<b>56,823</b>

Revenues  
 Beg Fund Balance  
 Total Revenue  
 Total Exp.  
 Ending Fund Balance

146,880  
 211,469  
 358,369  
 316,514  
 41,855

307 - 2003 WASTEWATER TREATMENT PLANT BONDS							
State Revolving Fund							
Revenue	Description	Audit 2011-2012	Adopted 2012-2013	Amended 2012-2013	Proposed 2013-2014	Amended 2013-2014	Proposed 2014-2015
402	Current property tax (2.500)	773,809	768,294	768,294	767,673	767,673	
574-6	State Shared Revenues						
664	Interest Income	1,636	2,000	2,000	2,000	2,000	
676-592	Contribution-Comb. Water & Sewer Fund						
676-401	Contribution-Capital Improvement					727,429	
676-369	Contribution-96 Bldg Authority					172,324	
	<b>TOTAL REVENUES</b>	<b>775,445</b>	<b>770,294</b>	<b>770,294</b>	<b>769,673</b>	<b>1,669,426</b>	<b>-</b>
Expenditure	Description	Audit 2011-2012	Adopted 2012-2013	Amended 2012-2013	Proposed 2013-2014	Amended 2013-2014	Proposed 2014-2015
990-1	Debt-Principal	760,000	795,000	795,000	795,000	795,000	815,000
995-1	Debt-Interest	331,184	302,310	302,310	292,372	292,372	272,247
999-0	Paying Agent Fees		750	750	750	750	750
	<b>TOTAL EXPENDITURES</b>	<b>1,091,184</b>	<b>1,098,060</b>	<b>1,098,060</b>	<b>1,088,122</b>	<b>1,088,122</b>	<b>1,087,997</b>
	<b>BEGINNING FUND BALANCE</b>	<b>1,443,737</b>	<b>834,517</b>	<b>834,517</b>	<b>506,751</b>	<b>506,751</b>	<b>1,088,055</b>
	<b>TOTAL REVENUES</b>	<b>2,219,182</b>	<b>1,604,811</b>	<b>1,604,811</b>	<b>1,276,424</b>	<b>2,176,177</b>	<b>1,088,055</b>
	<b>TOTAL EXPENDITURES</b>	<b>1,091,184</b>	<b>1,098,060</b>	<b>1,098,060</b>	<b>1,088,122</b>	<b>1,088,122</b>	<b>1,087,997</b>
	<b>ENDING FUND BALANCE</b>	<b>1,127,998</b>	<b>506,751</b>	<b>506,751</b>	<b>188,302</b>	<b>1,088,055</b>	<b>58</b>
* Amount of Bond Sold est. \$17,250,000							
Note: Original debt schedule has been revised based on a request for reimbursement. At completion a new final scheduled will be issued.							
FY2006-07 First Principal Payment							

# RESOLUTION FOR DESIGNATION OF STREET ADMINISTRATOR

*This information is required by Act 51, P.A. 1951 as amended. Failure  
to supply this information will result in funds being withheld.*

**MAIL TO:** Michigan Department of Transportation, Bureau of Finance  
and Administration, P.O. Box 30050, Lansing, MI 48909.  
or Fax to: 517-241-2589

**NOTE:** Indicate, if possible, where Street Administrator can usually be reached during normal  
working hours, if different than City or Village Office. List any other office held by the Administrator.

Councilperson or Commissioner \_\_\_\_\_  
offered the following resolution and moved its adoption:

Whereas, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which  
funds are returned under the provisions of this section, that, "the responsibility for street improvements,  
maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities  
and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the  
governing body who shall be responsible for and shall represent the municipality in transactions with the State  
Transportation Department pursuant to this act."

Therefore, be it resolved, that this Honorable Body designate Rodney L. Cook

\_\_\_\_\_ as the single Street Administrator for the City or ~~Village~~ of

Smith Lyon in all transactions with the State Transportation Department  
as provided in Section 13 of the Act.

Supported by the Councilperson or Commissioner \_\_\_\_\_

Yeas \_\_\_\_\_

Nays \_\_\_\_\_

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting  
of the governing body of this municipality on the \_\_\_\_\_ day of

CITY OR VILLAGE CLERK (SIGNATURE)	EMAIL ADDRESS	DATE
STREET ADMINISTRATOR (SIGNATURE)	EMAIL ADDRESS	DATE
ADDRESS OF CITY OR VILLAGE OFFICE		P.O. BOX
/ OR VILLAGE	ZIP CODE	PHONE NUMBER

# **SOUTH LYON POLICE DEPARTMENT**

## **Memorandum**

**Subject: Gun Quote**

**From: Sgt Baker**

**To: Lt Sovik / Chief Collins**

**Date: 01/17/2014**

The following Quotes were received regarding our forfeited firearms

1. Gander Mountain Novi 7,200.00 on 9/25/2013
2. Michigan Police Equipment 3,658.00 on 12/11/2013

The following licensed gun dealers were contacted and are not interested in quoting the firearms.

1. Geno's Tools and Guns, Waterford
2. Cabela's, Dundee
3. Guns Galore, Fenton
4. McDaniels Gun Shop, South Lyon
5. White's Gun Shop, Waterford

Gander Mountain #167  
43826 West Oaks Dr  
Novi, MI 48377

## South Lyon Police Department Gun Quote

9/25/2013

gun	type	caliber	SN	cost
1 Davis	derringer	38 special	D140556	60.00
2 Taurus	pistol	45 acp	CU861742	210.00
3 Magnum Research	pistol	22 lr	M69210831	60.00
4 Browning	pistol	22 lr	02843py168	120.00
6 Mauser Hac	pistol	7.66	732010	210.00
6 Taurus PT111	pistol	9mm	TDR01286	150.00
7 Jennings	pistol	9mm	1318861	90.00
8 FEG/KBI	pistol	9mm	C0867	90.00
9 S&W	revolver	357 mag	AJY7586	180.00
10 S&W	revolver	357 mag	CET4489	210.00
11 Colt Trooper MKIII	revolver	357 mag	J55438	210.00
12 Colt Police	revolver	38 special	710628	210.00
13 Colt diamondback	revolver	38 special	09406	300.00
14 Ruger GP 100	revolver	357 mag	173-68667	120.00
15 Ruger GP 100	revolver	357 mag	174-35186	210.00
16 Black single action	revolver	22 lr	361905	90.00
17 LA deputy single action	revolver	22 lr	433800	60.00
18 Colt police positive	revolver	38 special	618820	150.00
19 Smith & Wesson	revolver	357 mag		210.00
20 Smith & Wesson	revolver	357 mag	AJT2813	90.00
21 Marlin	rifle	22 lr	8326331	60.00
22 Winchester model 70	rifle	243 win	G929000	210.00
23 New England Handi Rifle	rifle	30-06	NP231598	90.00
24 Norinco AK-47	rifle	7.62X39	8498068	210.00
25 Madesen Mg/A bolt action	rifle	30-06	0918-58	120.00
26 Eddystone 1917	rifle	30-06	1098225	270.00
27 Marlin bolt action	rifle	22 lr	03389753	90.00
28 Remington 721	rifle	30-06	278-433	180.00
29 Norinco SKS	rifle	7.62X39	1703167	180.00
30 Ruger 10/22	rifle	22 lr	88077	90.00
31 Marlin 338cs	rifle	30-30	06063249	180.00
32 Ruger 10/22	rifle	22 lr	246-86874	90.00
33 Browning lever action	rifle	308	03845K70	240.00
34 Winchester Pump	rifle	22 lr	179248	210.00
36 Marlin 60	rifle	22 lr	18490502	60.00
38 Nodak Spud LLC AK47	rifle	7.62X39	M003159	210.00
37 Sears	rifle	22 lr	84937	60.00
38 New England Arms	shotgun	410	NT 307746	60.00
39 Moseberg	shotgun	410	K50665	60.00
40 New England Pardner	shotgun	12 ga	NF288023	60.00
41 Ithaca 37 pump	shotgun	12 ga	535818-4	120.00
42 Savage 720	shotgun	12 ga	57978	120.00
43 Remington 1100	shotgun	12 ga	L9917255V	150.00

44 Winchester 120	shotgun	12 ga	L1798972	80.00
46 NEF Pardner	shotgun	12 ga	283302	80.00
46 Remington	shotgun	12 ga	611621	120.00
47 H&R	shotgun	12 ga	az494784	80.00
48 Inter Arms semi-auto	shotgun	12 ga	172581	120.00
49 Sears single shot	shotgun	410	631347	60.00
50 Remington 870 combo	shotgun	12 ga	d198311m	210.00
51 Mossberg 600	shotgun		J061804	120.00
52 High Standard	shotgun	12 ga	3238308	60.00
53 Sears pump	shotgun	12 ga	583.58	60.00
54 Sears pump	shotgun	12 ga	583.54	120.00

Total 7200.00

Alan Frisk  
248-380-4000  
[gm167ps@gandermountain.com](mailto:gm167ps@gandermountain.com)



JOHNSON ROSATI SCHULTZ JOPPICH PC

34405 W. Twelve Mile Road, Suite 200 ~ Farmington Hills, Michigan 48331-5627  
Phone: 248.489.4100 | Fax: 248.489.1726

Timothy S. Wilhelm  
twilhelm@jrsjlaw.com

www.jrsjlaw.com

December 17, 2013

Chris Sovik, Lieutenant  
South Lyon Police Department  
City of South Lyon  
219 Whipple Street  
South Lyon, MI 48178

RE: Sale of Forfeited Firearms

Dear Lieutenant Sovik:

You advised that the South Lyon Police Department (SLPD) is in possession of a number of firearms which were either seized and forfeited to the City pursuant to State law or which were abandoned or lost by the owner, and you inquired whether the SLPD can sell or trade these firearms under State law. In short, the answer is "yes." The SLPD may sell or trade these firearms to a federally licensed firearms dealer pursuant to MCL 750.239a and MCL 28.434a provided specific requirements are met and procedures are followed. Copies of the statutes are enclosed.

Prior to December 16, 2010, law enforcement agencies that seized or otherwise came into possession of forfeited firearms were required to turn the weapons over to the Director of the Michigan State Police for disposal which meant they were melted down and destroyed. However, on December 16, 2010, the Michigan Legislature adopted Public Acts 294 which amended MCL 250.239 and added MCL 250.239a to the Michigan Penal Code, and Public Act 295 which amended MCL 28.434 and added MCL 28.434a to the Michigan Firearms Act. Together, Public Acts 294 and 295 authorize local law enforcement agencies, such as the SLPD, to retain forfeited firearms, and other firearms in their possession which are subject to disposal, for several purposes, including:

- i. *For legal sale or trade to a federally licensed firearm dealer.* The proceeds from any sale or trade under this subdivision shall be used by the law enforcement agency only for law enforcement purposes. The law enforcement agency shall not sell or trade a firearm or part of a firearm under this subdivision to any individual who is a member of that law enforcement agency unless the individual is a federally licensed firearms dealer and the sale is made pursuant to a public auction. MCL 750.239a(1)(a) and MCL 28.434a(1)(a) (emphasis added).

- ii. For official use by members of the seizing law enforcement agency who are employed as peace officers. A firearm or part of a firearm shall not be sold under this subdivision. MCL 750.239a(1)(b) and MCL 28.434a(1)(b).

There are several recordkeeping requirements that the SLPD must meet if it elects to sell or trade the subject firearms:

- MCL 750.239a(2) and MCL 28.434a(2) state: "A law enforcement agency that sells or trades any pistol to a licensed dealer under subsection (1)(a) or retains any pistol under subsection (1)(b) shall complete a record of the transaction under section 2 or section 2a, as applicable.
- MCL 750.239a(3) and MCL 28.434a(3) state: "A law enforcement agency that sells or trades a firearm or part of a firearm under this section shall retain a receipt of the sale or trade for a period of not less than 7 years. The law enforcement agency shall make all receipts retained under this subsection available for inspection by the department of state police upon demand and for auditing purposes by the state and the local unit of government of which the agency is a part."

Additionally, Public Acts 294 and 295 set forth several procedural requirements that must be followed prior to any disposition of the subject firearms. MCL 750.239a(4) and MCL 28.434a(4) both provide:

(4) Before disposing of a firearm under this section, the law enforcement agency shall do both of the following:

(a) Determine through the law enforcement information network whether the firearm has been reported lost or stolen. If the firearm has been reported lost or stolen and the name and address of the owner can be determined, the law enforcement agency shall provide 30 days' written notice of its intent to dispose of the firearm under this section to the owner, and allow the owner to claim the firearm within that 30-day period if he or she is authorized to possess the firearm. If the police agency determines that a serial number has been altered or has been removed or obliterated from the firearm, the police agency shall submit the firearm to the department of state police or a forensic laboratory for serial number verification or restoration to determine legal ownership.

(b) Provide 30 days' notice to the public on a website maintained by the law enforcement agency of its intent to dispose of the firearm under this section. The notice shall include a description of the firearm and shall state the firearm's serial number, if the serial number can be determined. The law enforcement agency shall allow the

owner of the firearm to claim the firearm within that 30-day period if he or she is authorized to possess the firearm. The 30-day period required under this subdivision is in addition to the 30-day period required under subdivision (a).

And, while subsection (5) provides, "The law enforcement agency is immune from civil liability for disposing of a firearm in compliance with this section," the SLPD should also ensure that it reviews each firearm to ensure that it knows how it came to be in SLPD's possession. For example, it is important to determine whether the firearm was seized and forfeited pursuant to Michigan law by reviewing arrest records, plea agreements, court findings and judgments, or other documents, or whether the firearm was abandoned, lost, or recovered after being stolen.

Note, the SLPD could also elect to turn any of the subject firearms over to the Director of the State Police for disposal. However, Public Acts 294 and 295 authorize the State Police to dispose of such firearms through public auction in compliance with MCL 600.4708 or to destroy them.

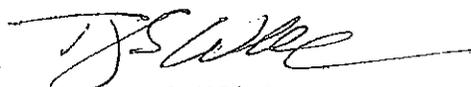
If the SLPD desires to sell or trade the subject firearms pursuant to the authority in Public Acts 294 and 295, I recommend that the issue be presented to Council for consideration and approval.

Also, notwithstanding the question of whether a forfeited, lost, stolen, or abandoned firearm is considered City property, you advised that none of the subject firearms has an estimated value exceeding \$500 in value; therefore, each firearm may be sold for cash after receiving quotations or competitive bids as provided for in Section 2-226 of the Code of Ordinances (copy enclosed) and in compliance with Public Acts 294 and 295.

If you have any questions or concerns regarding the foregoing, please do not hesitate to contact me.

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Timothy S. Wilhelm

Enc

cc Lloyd Collins, Police Chief  
Rod Cook, Interim City Manager

**THE MICHIGAN PENAL CODE (EXCERPT)**  
**Act 328 of 1931**

**750.239a Disposition of seized weapon; immunity from civil liability; "law enforcement agency" defined.**

Sec. 239a. (1) A law enforcement agency that seizes or otherwise comes into possession of a firearm or a part of a firearm subject to disposal under section 239 may, instead of forwarding the firearm or part of a firearm to the director of the department of state police or his or her designated representative for disposal under that section, retain that firearm or part of a firearm for the following purposes:

(a) For legal sale or trade to a federally licensed firearm dealer. The proceeds from any sale or trade under this subdivision shall be used by the law enforcement agency only for law enforcement purposes. The law enforcement agency shall not sell or trade a firearm or part of a firearm under this subdivision to any individual who is a member of that law enforcement agency unless the individual is a federally licensed firearms dealer and the sale is made pursuant to a public auction.

(b) For official use by members of the seizing law enforcement agency who are employed as peace officers. A firearm or part of a firearm shall not be sold under this subdivision.

(2) A law enforcement agency that sells or trades any pistol to a licensed dealer under subsection (1)(a) or retains any pistol under subsection (1)(b) shall complete a record of the transaction under section 2 or section 2a, as applicable.

(3) A law enforcement agency that sells or trades a firearm or part of a firearm under this section shall retain a receipt of the sale or trade for a period of not less than 7 years. The law enforcement agency shall make all receipts retained under this subsection available for inspection by the department of state police upon demand and for auditing purposes by the state and the local unit of government of which the agency is a part.

(4) Before disposing of a firearm under this section, the law enforcement agency shall do both of the following:

(a) Determine through the law enforcement information network whether the firearm has been reported lost or stolen. If the firearm has been reported lost or stolen and the name and address of the owner can be determined, the law enforcement agency shall provide 30 days' written notice of its intent to dispose of the firearm under this section to the owner, and allow the owner to claim the firearm within that 30-day period if he or she is authorized to possess the firearm. If the police agency determines that a serial number has been altered or has been removed or obliterated from the firearm, the police agency shall submit the firearm to the department of state police or a forensic laboratory for serial number verification or restoration to determine legal ownership.

(b) Provide 30 days' notice to the public on a website maintained by the law enforcement agency of its intent to dispose of the firearm under this section. The notice shall include a description of the firearm and shall state the firearm's serial number, if the serial number can be determined. The law enforcement agency shall allow the owner of the firearm to claim the firearm within that 30-day period if he or she is authorized to possess the firearm. The 30-day period required under this subdivision is in addition to the 30-day period required under subdivision (a).

(5) The law enforcement agency is immune from civil liability for disposing of a firearm in compliance with this section.

(6) As used in this section, "law enforcement agency" means any agency that employs peace officers.

History: Add. 1996, Act 496, Eff. Mar. 31, 1997;—Am. 2010, Act 294, Imd. Eff. Dec. 16, 2010.

**FIREARMS (EXCERPT)**  
**Act 372 of 1927**

**28.434a Disposition of firearm; immunity from civil liability; "law enforcement agency" defined.**

Sec. 14a. (1) A law enforcement agency that seizes or otherwise comes into possession of a firearm or a part of a firearm subject to disposal under section 14 may, instead of forwarding the firearm or part of a firearm to the director of the department of state police or his or her designated representative for disposal under that section, retain that firearm or part of a firearm for the following purposes:

(a) For legal sale or trade to a federally licensed firearm dealer. The proceeds from any sale or trade under this subdivision shall be used by the law enforcement agency only for law enforcement purposes. The law enforcement agency shall not sell or trade a firearm or part of a firearm under this subdivision to any individual who is a member of that law enforcement agency unless the individual is a federally licensed firearms dealer and the sale is made pursuant to a public auction.

(b) For official use by members of the seizing law enforcement agency who are employed as peace officers. A firearm or part of a firearm shall not be sold under this subdivision.

(2) A law enforcement agency that sells or trades any pistol to a licensed dealer under subsection (1)(a) or retains any pistol under subsection (1)(b) shall complete a record of the transaction under section 2 or section 2a, as applicable.

(3) A law enforcement agency that sells or trades a firearm or part of a firearm under this section shall retain a receipt of the sale or trade for a period of not less than 7 years. The law enforcement agency shall make all receipts retained under this subsection available for inspection by the department of state police upon demand and for auditing purposes by the state and the local unit of government of which the agency is a part.

(4) Before disposing of a firearm under this section, the law enforcement agency shall do both of the following:

(a) Determine through the law enforcement information network whether the firearm has been reported lost or stolen. If the firearm has been reported lost or stolen and the name and address of the owner can be determined, the law enforcement agency shall provide 30 days' written notice of its intent to dispose of the firearm under this section to the owner, and allow the owner to claim the firearm within that 30-day period if he or she is authorized to possess the firearm. If the police agency determines that a serial number has been altered or has been removed or obliterated from the firearm, the police agency shall submit the firearm to the department of state police or a forensic laboratory for serial number verification or restoration to determine legal ownership.

(b) Provide 30 days' notice to the public on a website maintained by the law enforcement agency of its intent to dispose of the firearm under this section. The notice shall include a description of the firearm and shall state the firearm's serial number, if the serial number can be determined. The law enforcement agency shall allow the owner of the firearm to claim the firearm within that 30-day period if he or she is authorized to possess the firearm. The 30-day period required under this subdivision is in addition to the 30-day period required under subdivision (a).

(5) The law enforcement agency is immune from civil liability for disposing of a firearm in compliance with this section.

(6) As used in this section, "law enforcement agency" means any agency that employs peace officers.

History: Add. 2010, Act 295, Imd. Eff. Dec. 16, 2010.

Popular name: CCW

Popular name: Concealed Weapons

Popular name: CPL

Constitutionality: Right to Carry

Compiler's note: Shall Issue



Michigan Department of Licensing and Regulatory Affairs  
 Liquor Control Commission (MLCC)  
 7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505  
 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 license application 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 regular meeting of the City of South Lyon council/board  
(regular or special) (township, city, village)  
 called to order by \_\_\_\_\_ on January 27, 2014 at \_\_\_\_\_  
(date) (time)

the following resolution was offered:

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

that the application from Third Monk Brewing Company, LLC  
(name of applicant)

for the following license(s): Microbrewer

to be located at 228 S Lafayette St., South Lyon MI 48178

and the following permit, if applied for:

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

It is the consensus of this body that it recommends 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 South Lyon  
(township, city, village)  
 council/board at a regular meeting held on January 27, 2014  
(regular or special) (date)

Name and title of authorized clerk (please print): \_\_\_\_\_

Signature of authorized clerk and date: \_\_\_\_\_

Phone number and e-mail of authorized officer: \_\_\_\_\_

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.



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

- Me as the individual owner     
  The named corporation     
  The named Liability company  
 The following partners (Indicate limited partners with an "L" before their name)

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

Name of Partners	Home Address	Phone Number

\* All general partners must complete & submit an LC 621, "Individual, General Partner, Stockholder or Member Questionnaire."  
 All limited partners must complete & submit an LC 38, "Limited Partner, Stockholder or Member Statement."

**10. Personal Information - Individual Applicants and Partnership Members Only**

Sex  M      Height 6'2"      Weight 168      Hair Color Brown      Eye Color Hazel

Date of Birth 04/15/1965      Place of Birth Detroit, Michigan      Social Security No. \_\_\_\_\_

If you are not a US Citizen - Are you a registered alien?     Yes     No    Or, Do you have a Visa?     Yes     No

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

Have you ever legally changed your name?     Yes     No    If Yes, FROM \_\_\_\_\_  
 TO \_\_\_\_\_

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

Have you ever been arrested?     Yes     No    If Yes, list all arrests, excluding minor traffic offenses (include alcohol arrests):

DATE	PLACE	CHARGE	DISPOSITION
May 10, 2006	Northville, Michigan	operated while impaired	plead guilty 7/12/06

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

\* attach additional sheet if necessary

From-To DATES <small>mm-dd-yyyy format</small>	OCCUPATION	EMPLOYER NAME AND ADDRESS
11/12/09 to present	Record Producer	Self Employed - d/b/a Third Monk Records 5436 N. Dixboro Road, Ann Arbor, MI 48105
11/12/2009 to 01/31/2010	Survey Research Tech	University of Michigan - Inst. for Social Research 3003 S State St, Ann Arbor MI 48109
11/12/2009 to present	Part-time faculty	Schoolcraft College 18600 Haggerty Road, Livonia, MI 48152

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

NAME OF LICENSEE	TYPE OF LICENSE	LOCATION	DATE
n/a			

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

**11. Limited Partnerships** - is the limited partnership authorized to do business under the laws of Michigan?

Yes  No  Date authorized: \_\_\_\_\_

**12. Corporate & Limited Liability Company Applicants Only** - stockholders/members must complete a separate survey

Note: Attach copy of filed/proposed Articles of Incorporation, last annual report/statement filed & attach copy of stock options.

Corporate/LLC Name: Third Monk Brewing Company, LLC	Incorporated/Organized in what State? Michigan
--	---

Person(s) authorized to sign the application and any documents required by the MLCC: Jeffrey S. Robinson

(Check one of each)  Profit or  Non-profit Corporation N/A  Public or  Private Corporation

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

Corporate Officers:	NAME	ADDRESS	PHONE NUMBER
President	_____	_____	_____
Vice-President	_____	_____	_____
Secretary	_____	_____	_____
Treasurer	_____	_____	_____

**13. Corporations and Limited Liability Companies - List all persons, companies and other entities who hold or will hold stock interest or membership interest in applicant entity.**

	NAME	ADDRESS	PHONE #	% INTEREST
1.	<u>Jeffrey S. Robinson</u>	<u>5436 N. Dixboro Road, Ann Arbor, MI 48105</u>	<u>(734) 665-4959</u>	<u>50%</u>
2.	<u>Darlene M. Dunlop</u>	<u>5436 N. Dixboro Road, Ann Arbor, MI 48105</u>	<u>(734) 665-4959</u>	<u>50%</u>
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

\*Note: All persons, companies and other entities holding 10% interest or more must complete and submit an "Individual, General Partner, Stockholder or Member Questionnaire" (LC-621). All persons, companies and other entities holding less than 10% interest, must complete and submit a "Limited Partners, Stockholders or Members Statement" (LC-38).

**14. Financial Details - All Applicants**

(A) Source of funds used to establish business, or which will be used to purchase this business, list name address and amount of all money lenders. Money lenders to fill out special "Statement of Money Lender" form enclosed.

Name	Address	Amount
<u>Jeffrey S. Robinson</u>	<u>5436 N. Dixboro Road, Ann Arbor, MI 48105</u>	<u>\$ 6,000</u>
<u>Darlene M. Dunlop</u>	<u>5436 N. Dixboro Road, Ann Arbor, MI 48105</u>	<u>\$ 6,000</u>
_____	_____	<u>\$ _____</u>

(B) Attorney or representative

Name	Address	Phone Number
_____	_____	_____

(C) Real estate is owned by

Name	Address	Phone Number
<u>Lafayette Group Dev.</u>	<u>28245 Oakmont Circle East, New Hudson, MI 48165</u>	_____
<u>Gene A. Carroll, Member</u>	_____	_____

Name	Address	Phone Number
_____	_____	_____

(D) Realtor/Broker

Name	Address	Phone Number
_____	_____	_____

(E) Accountant or Bookkeeper

Name	Address	Phone Number
_____	_____	_____

**15. Transaction Details - All Applicants**

- Note
- Any balance owed on the business selling price must be secured by a non-title retaining instrument such as a promissory note, security agreement, etc.
  - Land contracts are not acceptable as security for any unpaid balance to be owed on the business portion of the sale.
  - Business, fixtures and equipment cannot be listed on land contracts or real estate mortgages.
  - All alcoholic beverage inventory must be paid for in cash at the time of transfer and not by installment payments.
  - Acceptable lease agreements must be provided if ownership of real estate is not in the names of applicants.
  - Purchasers of "ON-PREMISES" licensed establishments are required to have 10% of the purchase price for the licensed business, excluding real estate, in their own funds.

Business/Fixtures/Equipment	\$ _____	Land	\$ _____
Goodwill (if applicable)	\$ _____	Building(s)	\$ _____
Covenant not to compete (if applicable)	\$ _____	Other	\$ _____
Alcoholic beverages (estimate)	\$ _____	<b>TOTAL REAL ESTATE COSTS</b>	\$ <u>_____</u>
Other inventory (estimate)	\$ _____	Down Payment	\$ <u>_____</u>
<b>TOTAL COST OF BUSINESS</b>	\$ <u>_____</u>	<b>BALANCE OWED</b>	\$ <u>_____</u>
Down Payment	\$ <u>_____</u>	Secured by	\$ <u>_____</u>
<b>BALANCE OWED</b>	\$ <u>_____</u>	For balance owed - explain:	

For balance owed - explain:

• Terms:

• Terms:

• Collateral:

• Collateral:

The Commission wishes to warn all applicants for licenses not to invest any money or to commit themselves by any binding agreements in the expectation of being issued a license for sale of alcoholic beverages until officially notified by the Commission that their application has been approved.

**WARNING!** Section 436.2003 of the Liquor Code provides:  
 "A person who makes a false or fraudulent statement to the commission, orally or in writing, for the purpose of inducing the commission to act or refrain from taking action, or for the purpose of enabling or assisting a person to evade the provisions of this act is guilty of a violation of this act and is punishable in the manner provided for in section 809. Further, the rules and regulations of the Commission entitled "General Rules" provide: "A licensee shall not obtain a license for the use or benefit of another person whose name does not appear on the license nor shall a licensee allow a person whose name does not appear on the license to use or benefit from the license," and, "A licensee shall not sell or transfer an interest in a business licensed by the Commission without the prior written approval of the Commission."

I hereby authorize Investigators of the Michigan Liquor Control Commission to obtain all documents, accounts, books, records and tax returns pertaining to myself and this business. I hereby swear that I have read all of the above answers and that they are true and further that I have read and understand the warning.

11/21/13 *Carolyn Kullor*  
 Application Date Signature of Applicant Name of person completing this form if not the applicant  
 (MM/DD/YYYY) (If applicant is a corporation, include title of signor)

**City of South Lyon  
Liquor License Application**

Please answer each question thoroughly. All answers should be typed or printed legibly and neatly in black ink. If the space provided is insufficient for a complete answer, use additional sheets following the same format used in the questionnaire. Failure to provide all required information or attachments could result in delay or denial of liquor license. All liquor license applications are subject to final approval by the South Lyon City Council.

**Name and address of applicant:**

Third Monk Brewing Company, LLC  
Jeffrey S. Robinson, Member  
Darlene M. Dunlop, Member  
5436 N. Dixboro Road  
Ann Arbor, MI 48105

**Name and address of business:**

Third Monk Brewing Company, LLC  
228 S. Lafayette Street  
South Lyon, MI 48178-1406

Note: If the applicant is a partnership, you must include the name and address of each partner and attach a copy of the partnership agreement. If the applicant is a privately held corporation, you must include the name and address of each corporate officer, member of the board of directors and/or stockholders. Attach a copy of the articles of incorporation.

**Type of liquor license applying for (circle all those that apply):**

Class C   Resort   Tavern Club   Hotel A B   Quota Transfer   Microbrewery/Brewpub

**Theme of Proposed Business:** Third Monk Brewing Company will be a  
Microbrewery featuring beer brewed on premises and offered in  
a tap room environment.

**Street address where the liquor license is to be located:**

228 S. Lafayette Street, South Lyon, MI 48178-1406

**Questionnaire:**

**What is the applicant's management experience in the alcohol liquor business?**

Jeff Robinson has been home-brewing for 5 years. No  
commercial experience running a liquor business.

**What is the applicant's general business management experience?**

SEE ATTACHED.

**What is the applicant's general business reputation?**

SEE ATTACHED.

**What is the applicant's moral character?**

Our moral character stems from honesty.

**What is the applicant's financial status and ability to build and/or operate the proposed facility on which the proposed liquor license is to be located?**

Primary start-up funding will come from a home equity  
loan/line of credit.

**What is the applicant's past criminal convictions involving moral turpitude, violence or alcoholic liquors?**

Jeffrey S. Robinson - one past OWI conviction.  
Darlene M. Dunlop - none.

Does the applicant use alcoholic beverages to excess?

No.

What is the effect that the issuance of a license would have upon the economic development of the surrounding area?

SEE ATTACHED.

What effect would the issuance of a license have on the health, safety and welfare of the general public?

SEE ATTACHED.

Has the applicant received responses from the Health Department, Planning Department, Building Department and/or Fire Department with regard to the proposed facility?

SEE ATTACHED.

What is the public need or convenience for issuance of a liquor license for this facility at the proposed location?

SEE ATTACHED.

What is the uniqueness of the proposed facility when contrasted against other existing or proposed facilities and the compatibility of the proposed facility to surrounding architecture and land use?

SEE ATTACHED.

Does the facility to which the proposed liquor license is to be issued comply with the applicable building, plumbing, electrical and fire prevention codes and zoning statutes and ordinances applicable in the City? (Has applicant received information from these departments?)

So far, the correct zoning has been confirmed. Other departments will be contacted and full compliance will be met with them.

What effect will the facility to which the proposed license is to be issued have upon vehicular and pedestrian traffic in the area?

SEE ATTACHED.

What is the proximity of the proposed business facilities to other similarly situated licensed liquor facilities?

SEE ATTACHED.

What is the proximity of the proposed facility to complimentary uses such as office and commercial development?

SEE ATTACHED.

What effect would the proposed facility have upon the surrounding neighborhood and/or business establishments, including impacts upon residential areas, church and school districts?

SEE ATTACHED.

What proposed or actual commitments are being made by the applicant to establish permanency in the community?

SEE ATTACHED.

What utilities are available to serve the facility?

SEE ATTACHED.

What other factors should the City consider?

SEE ATTACHED.

THIRD MONK BREWING COMPANY, LLC

By: Jeff Robinson  
Darlene M Dunlop

11/20/13  
11/20/13

Signature of Applicant  
JEFFREY S. ROBINSON, Member  
DARLENE M. DUNLOP, Member

Date

**Checklist:**

- Complete the Michigan Liquor Control Commission Application
- Fully complete the City of South Lyon Liquor License Application
- Current credit report
- Attach a non-refundable application fee of \$500 made payable to the City of South Lyon
- Proposed Menu
- Any other information pertinent to the applicant and operation of the proposed facility

**Liquor License Investigation**

Applicant's Full Name (as listed on Driver's License) Jeffrey S. Robinson

Address: 5436 N. Dixboro Road, Ann Arbor, MI 48105

Home phone: (734) 665-4959 Cell phone: (734) 812-3618

Date of Birth: 04/15/65 Place of Birth: Detroit, Michigan

Driver's License No.: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Have you ever legally changed your Name? No If Yes, List the following:

Date: \_\_\_\_\_ City/State: \_\_\_\_\_ Court: \_\_\_\_\_

Employer's Name: self employed Business Phone: (734) 665-4959

List chronologically all of your residences for the last 10 years:

Dates	Street Address	City	State
<u>Dec. 2012-present</u>	<u>5436 N. Dixboro Road,</u>	<u>Ann Arbor,</u>	<u>Michigan</u>
<u>Aug. 2002-Dec. 2012</u>	<u>10711 Hickory Lane,</u>	<u>Plymouth,</u>	<u>Michigan</u>

If multiple applicants/partners, list all partners:

Darlene M. Dunlop  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Previous Business/Employment: AT&T  
Employer's Name: AT&T Phone: (313) 223-9900  
Supervisor (if applicable): \_\_\_\_\_  
Position & Job description: Premises Technician  
Date Hired: 6/21/13 to 10/25/13 Reason for leaving: moving on to start  
another business

Previous Business/Employment: Third Monk Records  
Employer's Name: self Phone: (734) 665-4959  
Supervisor (if applicable): \_\_\_\_\_  
Position & Job description: record producer, recording engineer  
Date Hired: 2/2001 to present Reason for leaving: business will continue  
to operate

Previous Business/Employment: Schoolcraft College  
Employer's Name: Schoolcraft College Phone: (734) 463-4400  
Supervisor (if applicable): Cheryl Hawkins  
Position & Job description: part-time faculty  
Date Hired: 1/2004 to 1/2012 Reason for leaving: only part time work

**LCC Personal References**

**Applicant:** Jeffrey S. Robinson

Full name: David Temple

Address: 933 Poindexter, Charlotte, NC 28209

Home phone: \_\_\_\_\_ Cell phone: (704) 953-2000

Employer: Temple Media Bus. phone: \_\_\_\_\_

Position: Voice Talent, Film Maker Work phone: \_\_\_\_\_

Number of years aquainted: 22

Full name: Gavin MacKillop

Address: 11135 Weddington Apt. 446, North Hollywood, CA 91601

Home phone: \_\_\_\_\_ Cell phone: (818) 599-2635

Employer: \_\_\_\_\_ Bus. phone: \_\_\_\_\_

Position: Record Producer Work phone: \_\_\_\_\_

Number of years aquainted: 21

Full name: John Otten

Address: PO Box 248, Palo Cedro, CA 96073

Home phone: \_\_\_\_\_ Cell phone: (530) 241-1434

Employer: Master Control Bus. phone: \_\_\_\_\_

Position: Owner Work phone: \_\_\_\_\_

Number of years aquainted: 21



**Liquor License Investigation**

Applicant's Full Name (as listed on Driver's License) Darlene Marie Dunlop

Address: 5436 N. Dixboro Road, Ann Arbor, MI 48105

Home phone: (734) 665-4959 Cell phone: (734) 604-4874

Date of Birth: 06/11/65 Place of Birth: Dearborn, Michigan

Driver's License No.: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Have you ever legally changed your Name? Yes If Yes, List the following:

Date: 09/05/12 City/State: Ann Arbor, MI Court: Washtenaw County Circuit Court  
02/23/93 Detroit, MI Wayne County Circuit Court

Employer's Name: Seyburn Kahn Business Phone: (248) 353-7620

List chronologically all of your residences for the last 10 years:

Dates	Street Address	City	State
July 1997 - Present	5436 N. Dixboro Road,	Ann Arbor,	MI 48105

If multiple applicants/partners, list all partners:

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

Previous Business/Employment: Finkel Whitefield Selik

Employer's Name: Finkel Whitefield Selik Phone: (248) 855-6500

Supervisor (if applicable): \_\_\_\_\_

Position & Job description: Paralegal

Date Hired: 9/1995 to 10/2013 Reason for leaving: \_\_\_\_\_

I was offered a better opportunity at a different firm.

Previous Business/Employment: Couzens Lansky

Employer's Name: Couzens Lansky Phone: (248) 489-8600

Supervisor (if applicable): \_\_\_\_\_

Position & Job description: Paralegal

Date Hired: \_\_\_\_\_ to 09/1995 Reason for leaving: \_\_\_\_\_

I was offered a better opportunity at a different firm.

Previous Business/Employment: \_\_\_\_\_

Employer's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Supervisor (if applicable): \_\_\_\_\_

Position & Job description: \_\_\_\_\_

Date Hired: \_\_\_\_\_ to \_\_\_\_\_ Reason for leaving: \_\_\_\_\_

**LCC Personal References**

**Applicant:** Darlene M. Dunlop

Full name: Stephen M. Feldman

Address: 32300 Northwestern Hwy., Suite 200, Farmington Hills, MI 48334

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Employer: Finkel Whitefield Selik Bus. phone: (248) 855-6500

Position: Attorney Work phone: (248) 855-6500

Number of years aquainted: 20

Full name: Beverly Landgraf

Address: 42997 Arlington, Canton, MI 48187

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Employer: Finkel Whitefield Selik Bus. phone: (248) 855-6500

Position: IT Specialist Work phone: (248) 855-6500

Number of years aquainted: 20

Full name: Diane Zack

Address: 13750 Winchester, Oak Park, MI 48237

Home phone: \_\_\_\_\_ Cell phone: (248) 330-0307

Employer: \_\_\_\_\_ Bus. phone: (248) 200-2240

Position: Legal Secretary Work phone: (248) 200-2240

Number of years aquainted: 10



**Attachment to  
City of South Lyon  
Liquor License Application**

**THIRD MONK BREWING COMPANY, LLC**

**Questionnaire:**

**What is the applicant's general business management experience?**

I have been a freelance record producer and recording engineer since the early 1990's. I have worked on over 100 major label album projects and have overseen the production, recording and release of many full-length CDs in that time in Los Angeles and the Detroit area. Several releases were achieved either Gold or Platinum sales. In doing that work, I focused on taking a project from song conception through the stages of recording, mixing and mastering. I was also asked to teach at Schoolcraft College in their Recording Technology Program and did so for 10 years. Teaching involved managing a classroom and devising materials from a general course syllabus. Consistently I received ratings in the Top 20% of faculty at the college. Since 2005 I ran a local business that was located in Plymouth and Ann Arbor called Third Monk Records- a record label and recording studio.

**What is the applicant's general business reputation?**

My business reputation is very good. Yelp.com has reviews posted by clients and patrons. It is important to pay attention to details on any project and focus on completion and release. My energy has been integral in helping artists achieve success. The same energy and focus will be an imperative quality as craft brews are created and served at Third Monk Brewing Company.

**What is the effect that the issuance of a license would have upon the economic development of the surrounding area?**

Hopefully, this business will create another point on Pontiac Trail for people to walk to from the South Lyon Hotel and Sweetwater and help to establish a Downtown 'Community'. Hopefully, other businesses and restaurants will come to downtown South Lyon and help create a vibrant downtown area like those in Plymouth, Northville, Brighton or Ann Arbor. There are 122 microbreweries in Michigan at this time. There are over 8000 people employed in the brewing industry in Michigan. Nationally, Michigan ranks #5 in the scale of its industry. This is in an industry which is growing. Every town could easily support one (or more) of these facilities.

**What effect would the issuance of a license have on the health, safety and welfare of the general public?**

Most things in moderation won't hurt you. Alcohol is in the hands of the user. As it is a legal substance, the user should beware of its effects. As a microbrewer, selling alcohol to those who are obviously impaired isn't a good idea, so there is leeway for refusal of service to such people. The ability to sell beer from the premises in the form of growlers or 6-packs or 22 oz containers can alleviate folks spending too much time on premises getting excessively intoxicated. Let them take it home and drink in the safety of their own home. Also, current legislation in Michigan allows a microbrewer to deliver direct-to-doorstep if the purchaser is over the age of 21. That can head the problem off before it started.

**Has the applicant received responses from the health department, planning department, building department and/or the Fire Department with regard to the proposed facility?**

Kristen Delaney at the building department has indicated the correct zoning for this type of business at this address saying, "I verified the zoning of the property that you are considering for your microbrewery. The property at 228 S. Lafayette is zoned B-3 and the use that you are proposing (*restaurants and taverns where the patrons are served while seated with a building occupied by such establishment and wherein said establishment does not provide as an integral part of, or accessory thereto, any service of a drive-in or drive-through*) would be permissible."

Other Departments will be contacted at such time as needed.

**What is the public need or convenience for issuance of a liquor license for this facility at the proposed location?**

This will be a microbrewery in Downtown South Lyon. Without driving south to Witch's Hat, this will be a microbrewery within walking distance of the downtown area of South Lyon which will make it a good participant in local activities downtown or in McHattie Park. The formality of being issued a liquor license will mean that retail liquor can be sold here- although the only interest from Third Monk Brewing Company is to be able to sell beer brewed on premises to patrons.

**What is the uniqueness of the proposed facility when contrasted against other existing or proposed facilities and the compatibility of the proposed facility to surrounding architecture and land use?**

Third Monk Brewing Company will be able to move into a pre-existing structure. The landlord, Gene Carroll, wishes to demolish the house directly behind the building. This will clear up the blight of an uninhabited home and make way for more parking for the facility. Other than signage for the business, there will be little impact to the area immediately adjacent to other existing businesses.

not serve food, it will have a complimentary fit with other local businesses that do. Carry-in food will be welcome.

**What effect would the proposed facility have upon the surrounding neighborhood and/or business establishments, including impacts upon residential areas, church and school districts?**

A microbrewery should be an enhancement to a local community. In Michigan, the brewing industry employs over 8,000 people. Nationally, Michigan ranks #5 overall in size of its brewing industry. As Third Monk Brewing Company grows, it will employ people from the South Lyon community. It will become a local gathering place. In the long run, this business should be seen as an enhancement feature to local residential areas. Certainly, in Plymouth, the downtown area is a draw and people want to live there because of its many features. In South Lyon, Third Monk Brewing Company could be an anchor and a foundation for other businesses to start nearby. This may help attract foodies to the area and there may be restaurants that move in that wish to align craft beer with a unique menu. It is anticipated that there will be no impact on local Churches or local schools having this business in South Lyon. As a microbrewery with a taproom, only those people over the age of 21 will be served. It is legal to employ people 18 to 20 years of age at a microbrewery. If hired, under no circumstances would those people be able to obtain alcohol from the facility. No one under 18 will be allowed in the establishment.

**What proposed or actual commitments are being made by the applicant to establish permanency in the community?**

As the owners of Third Monk Brewing Company, we have resided in Salem Township for over a decade. Darlene Dunlop for seventeen years and Jeff Robinson for twelve years. This is a chance to create a local business close to home that can help serve the local community. With so many local events taking place annually in South Lyon and with so many opportunities through the Michigan Brewers Guild to expose the brewery on a state-wide scale, this business can help regional traffic into the city. Permanency will come through operating a profitable business within this community and becoming known on a regional level as the creator of excellent craft beers. Already, Founders Brewing Company, Bell's Brewery, New Holland Brewing Company and Shorts Brewery have made significant names for themselves in just a short time. All have been around for less than 20 years and are considered the best in their regions. Third Monk Brewing Company wants to compete on that level. This initial brewing operation will be the foundation of that.

**What utilities are available to serve the facility?**

All of the traditional utilities- electric, gas, phone/internet, cable, etc. With regard to distribution of beer on a state-wide scale, Third Monk Brewing Company will pursue a distribution agreement within a year's time with one of the many local distributors. As that comes together, Third Monk Brewing Company will have beer brewed by a contract brewer/beverage/bottling company to fulfill demand.

**What other factors should the city consider?**

It's undeniable there is a 'cool' factor to the craft beer industry. Craft beer can push the envelope in the face of bland, mass-marketed, American beer. With a small brewing system such as that which Third Monk Brewing Company will have, the invention of recipes and unique combinations of flavors will be never-ending. Jeff Robinson has been working creatively in the Music Industry since the 1980's. First as a disc jockey at commercial radio, later as a recording engineer and record producer in Los Angeles and Detroit. He has worked on records that have sold gold and platinum. Creating craft beer is much like hand-crafting a recording for an artist. Paying attention to detail is essential. The complimentary fit of having Darlene Dunlop involved will ensure success of this business in South Lyon. Darlene has been a paralegal for over 20 years working at prestigious law firms in the metro Detroit area. As a specialist in tax and estate planning, she has calculated myriad tax returns for clients. She will ensure the success of this business from a financial standpoint.

# MEMO

To: Mayor Wallace and Council Members  
From: Rodney L. Cook, City Manager  
Date: January 23, 2014  
Re: Provisions to provide for the absence of the City Manager from February 6, 2014 through April 5, 2014

---

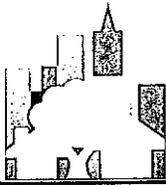
The following represents a suggestion for dealing with my absence for the above period of time.

- 1) Access to the City Manager. Can be initiated by either: computer or cell phone.
- 2) City Manager or Department Head will coordinate with City Clerk/Treasurer, Police Chief, Water/Wastewater/DPW Superintendent and City Attorney (as needed).
- 3) Lori Mosier will report directly to Rod Cook.
- 4) Chief Collins will spend 1-2 hours each day at City Hall using Manager's office.
- 5) Kristen Delaney will coordinate meeting agenda with Chief Collins and prepare packets for distribution on the Thursday prior to the next Council Meeting.
- 6) Joyce Parker will have access to me, but will generally communicate with the City Clerk/Treasurer to schedule meetings with Council for the evaluation process.
- 7) Kristen Delaney will handle all my mail and notify me on what needs to be dealt with. Chief Collins may need to respond to some mail based on discussions with me.

Based on the above, I will provide the following as an adjustment to my current contract:

- 1) Allocate 5 hours per week to be paid whether any activity takes place during the week.
- 2) If additional time is required it would be charged at the current hourly rate.
- 3) The above would start affective with the first pay period in February.

I think this would be the least expensive and easiest to control for the two month period.



# CIB PLANNING

Community Image Builders

December 31, 2013

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

Attention: Mr. Rod Cook, Interim City Manager

**Subject: Overview of Draft Sign Ordinance**

Dear Council Members:

As you are aware, for the past several months we have been working with the City Attorney, Tim Wilhelm, and the Planning Commission to prepare a revised sign ordinance that meets the following goals:

1. Is well-organized and a user-friendly document;
2. Will enable South Lyon businesses to have good visibility and identification while at the same time presenting a quality image;
3. Follows state law and recent court decisions so the ordinance is defensible if challenged.

To meet these three goals, we had to create a new ordinance rather than prepare amendments to the existing one. In an effort to help you better understand the changes, we offer you this overview of the new ordinance along with key features.

### **Sec. 70-1. - Purpose**

This is an expanded version of the former "Intent" section and provides a more comprehensive explanation of why we regulate signs and what we are looking to accomplish.

### **Sec. 70-2. - Sign Definitions**

The Definitions section has been updated to reflect not only the types of signs that are being used by businesses and other uses, but also match up with the terminology in the text of the ordinance.

### **Sec. 70-3. - Prohibited Signs**

As with the current ordinance, signs that are not allowed fall under this section and it reflects the types of signs being seen throughout Michigan communities.

17195 Silver Parkway, #309  
Fenton, MI 48430

Phone: 810-335-3800  
Email: [avantini@cibplanning.com](mailto:avantini@cibplanning.com)

**Sec. 70-4 - Exemptions to Permitting**

Recognizing that it would be impractical to require permits for every proposed sign (like temporary and directional signs), this section indicates which signs can be erected without a permit so long as all applicable requirements are met.

**Sec. 70-5. - General Standards for Permitted Signs**

This section covers the miscellaneous sign requirements like setbacks, maintenance, construction, etc. and applies generically to all signs. Also included are standards for measuring sign area and height, which are pretty standard amongst communities but often misunderstood by applicants.

**Sec. 70-6. - Specific Sign Standards**

The table included in this section provides the specific sign requirements by zoning district and has been created to simplify the number and size of signs allowed. Three (3) separate categories are created and cover building-mounted, ground and temporary signs. Immediately below the table are footnotes covering a wide variety of standards related to signs in the table. Of particular note is that projecting signs will be allowed, anticipating that businesses in downtown and shopping centers will take advantage of providing additional exposure for pedestrians.

**Sec. 70-7. - Additional Sign Standards**

This section is intended as the "catch all" for sign regulations where additional standards are needed due to the nature of the signs and ability to be problematic if not managed properly. In particular, billboard, canopy and changeable message signs need special standards. With the changeable message signs, the Planning Commission wanted to allow electronic changeable message signs as accessory to a monument sign with limited capability. This allows businesses to provide customers with information while not negatively impacting the appearance of the city. The Planning Commission also wanted to allow the use of sandwich board signs in any commercial district, with specific standards.

**Sec. 70-8. - Non-Conforming Signs**

Nonconforming signs are those that no longer meet the requirements of the ordinance but at one time did. This section covers the extent of repair and replacement that is allowed before the sign must be made conforming. Of particular note is the provision that allows a 20% size bonus for pole signs that are replaced with conforming monument signs, within 2 years of ordinance adoption. This will help encourage businesses to replace older pole signs at a faster rate than they might otherwise.

**Sec. 70-9. - Dangerous, Unsafe, Abandoned, and Illegally Erected Signs**

As this section indicates, rules are provided for signs that are dangerous, unsafe, abandoned and illegally erected. For example, if a business closes then the signs must be removed within a specified period of time.

**Sec. 70-10. – 70-12.**

These sections outline the administrative procedures and requirements for obtaining sign approval from the City, including violations for not meeting ordinance standards.

**Sec. 70-13. - Appeals and Variances.**

This section provides additional standards to be used by the Zoning Board of Appeals when reviewing sign variance requests.

**Sec. 70-14. - Ground Sign Variances for Business Centers**

This is a totally new section which gives the Planning Commission the ability to approve height and area variance requests for larger shopping centers where multiple tenants are involved.

**Sec. 70-15. – 70-16.**

These are merely administrative sections that deal with the legality of the ordinance.

This overview is intended as a summary of key features in the draft ordinance. Please email ([avantini@cibplanning.com](mailto:avantini@cibplanning.com)) or call if you should have any additional questions prior to the Council meeting.

Sincerely,

**CIB PLANNING**



Carmine P. Avantini, AICP

## Chapter 70 - SIGNS

- Sec. 70-1. - Purpose.
- Sec. 70-2. - Sign Definitions.
- Sec. 70-3. - Prohibited Signs.
- Sec. 70-4. - Exemptions to Permitting.
- Sec. 70-5. - General Standards for Permitted Signs.
- Sec. 70-6. - Specific Sign Standards.
- Sec. 70-7. - Additional Sign Standards.
- Sec. 70-8. - Nonconforming Signs.
- Sec. 70-9. - Dangerous, Unsafe, Abandoned and Illegally Erected Signs.
- Sec. 70-10. - Permits and Application Procedures.
- Sec. 70-11. - License and Insurance.
- Sec. 70-12. - Administration, Enforcement, Violations, and Penalties.
- Sec. 70-13. - Appeals and Variances.
- Sec. 70-14. - Ground Sign Variances for Business Centers.
- Sec. 70-15. - Substitution Clause
- Sec. 70-16. - Severability Clause

### Sec. 70-1. - Purpose

The purpose of this Chapter is to permit and regulate signs and to minimize outdoor advertising within the City so as to protect public safety, health and welfare; minimize abundance and size of signs to reduce visual clutter, motorist distraction, and loss of sight distance; promote public convenience; preserve property values; support and complement land use objectives as set forth in the City of South Lyon Master Plan and Zoning Ordinance; and enhance the aesthetic appearance and quality of life within the City. The standards contained herein are intended to be content neutral. These objectives are accomplished by establishing the minimum amount of regulations necessary concerning the size, placement, construction, illumination, and other aspects of signs in the City so as to:

- a. Protect the public right to receive messages, especially noncommercial messages such as religious, political, economic, social, philosophical and other types of information protected by the First Amendment of the U.S. Constitution.
- b. Recognize that the proliferation of signs is unduly distracting to motorists and nonmotorized travelers, reduces the effectiveness of signs directing and warning the public, causes confusion, reduces desired uniform traffic flow, and creates potential for accidents.
- c. Prevent signs that are potentially dangerous to the public due to structural deficiencies or disrepair.
- d. Reduce visual pollution and physical obstructions caused by a proliferation of signs which would diminish the City's image, property values and quality of life.
- e. Recognize that the principal intent of commercial signs, should be for identification of an establishment on the premises, and not for advertising special events, brand names, or off-premises activities; alternative channels of advertising communication and media are available for advertising which do not create visual blight and compromise traffic safety.

- f. Enable the public to locate goods, services and facilities without excessive difficulty and confusion by restricting the number and placement of signs.
- g. Prevent placement of signs which will conceal or obscure signs of adjacent uses.
- h. The regulations and standards of this Chapter are considered the minimum necessary to achieve a substantial government interest for public safety, aesthetics, protection of property values, and are intended to be content neutral.
- i. Prevent off-premise signs from conflicting with other allowed land uses.
- j. Maintain and improve the image of the City by encouraging signs of consistent size which are compatible with and complementary to related buildings and uses, and harmonious with their surroundings.
- k. Prohibit portable commercial signs in recognition of their significant negative impact on traffic safety and aesthetics.
- l. Preserve and enhance the image of the City's downtown.

#### **Sec. 70-2. - Sign Definitions**

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Chapter, except where the context clearly indicates a different meaning.

**Animated Sign:** A sign which uses lights, moving parts, or other means to depict movement, motion, action, the impression or appearance thereof, or create an image of a living creature or person.

**Awning or Canopy Sign:** A non-rigid fabric marquee or awning-type structure which is attached to the building by supporting framework, which includes a business identification message, symbol and/or logo. See "wall sign."

**Business Center:** A grouping of two (2) or more business establishments on one (1) or more parcels of property which may share parking and access and are linked architecturally or otherwise present the appearance of a unified grouping of businesses. A business center shall be considered one (1) use for the purposes of determining the maximum number of ground signs. An automobile or vehicle dealership shall be considered a business center regardless of the number or type of models or makes available, however, used vehicle sales shall be considered a separate use in determining the maximum number of signs, provided that the used vehicle sales section of the lot includes at least twenty-five percent (25%) of the available sales area.

**Changeable Message Sign:** A sign on which the message is changed mechanically, electronically or manually, including time/temperature signs and gasoline price signs.

**Construction Sign:** A temporary sign identifying the name(s) of project owners, contractors, developers, realtors representing developers, architects, designers, engineers, landscape architects, and financiers of a project being constructed or improved; and not including any advertising of any product or announcement of availability of leasing space.

**Device Sign:** Permanent signs on vending machines, gas pumps, ice containers and similar items indicating only the contents of such devices.

**Directional Sign:** A sign which assists motorists in determining or confirming a correct route such as, enter, exit and parking signs.

**Entranceway Sign:** A sign which marks the entrance to a subdivision, apartment complex, condominium development, senior housing complexes, manufactured housing communities, office and industrial parks and similar uses.

**Flashing Sign:** A sign which contains an intermittent or sequential flashing light source.

**Ground or Monument Sign:** A three dimensional, self supporting, base-mounted freestanding identification sign, consisting of two (2) or more sides extending up from the base, and upon which a message, business, group of businesses or center name is affixed.

**Illegal Sign:** A sign which does not meet the requirements of this Chapter and does not have legal non-conforming status.

**Incidental Sign:** A small sign, emblem, or decal informing the public of goods, facilities, or services available on the premises. Examples of incidental signs include credit card signs, signs indicating the hours of business, no smoking signs, signs used to designate bathrooms, and signs providing information on credit cards and business affiliations.

**Mansard:** A sloped roof or roof-like facade. Signs mounted on the face of a mansard roof shall be considered wall signs.

**Marquee:** A permanent roof-like structure or canopy, supported by and extending from the face of the building. A marquee sign is a sign attached to or supported by a marquee structure.

**Moving Sign:** A sign in which the sign itself or any portion of the sign moves or revolves. A "rotating sign" is a type of moving sign. This definition does not include "changeable message signs."

**Mural or Painted Wall Sign:** A design or representation which is painted or drawn on the exterior surface of a structure and which does not advertise a business, product, service, or activity.

**Nameplate:** A non-electric, on-premise identification sign giving only the name, address, and/or occupation of an occupant or group of occupants.

**Non-conforming Sign:** A sign that does not comply with the size, placement, construction or other standards or regulations of this Chapter, but were lawfully established prior to its adoption. Signs for which the Zoning Board of Appeals has granted a variance are exempt and shall not be defined as non-conforming.

**Obsolete Sign:** A sign that advertises a product that is no longer made or that advertises a business that has closed.

**Off-Premise Advertising or Billboard Sign:** A sign which identifies a use or advertises products and services not available on the site or parcel on which the sign is located; a sign which directs travelers or provides a message unrelated to the site on which the sign is located, e.g. billboards. Off-premise advertising signs also include video signs and similar technologies.

**Portable Sign:** A sign designed to be moved from place to place, whether or not it is permanently attached to the ground or structure. This includes hot-air and gas-filled balloons, pennants, streamers, festoons, ribbons, tinsel, pinwheels, non-government flags, and searchlights and signs mounted on a portable structures including those with wheels.

**Projecting Sign:** A sign, other than a wall sign, that is affixed to any building or wall and whose leading edge extends more than twelve (12) inches beyond such building or wall.

**Pylon or Pole Sign:** A sign supported on the ground by a pole or braces, without a monument base, and not attached to any building or other structure.

**Real Estate Development Sign:** A sign that is designed to promote the sale or rental of lots, homes, or building space in a real estate development (such as a subdivision or shopping center) which is under construction on the parcel on which the sign is located.

**Real Estate Open House sign:** Temporary signs which advertise and direct the public to an open house for a building which is available for sale or lease, with the event held on a specific day.

**Real Estate Sign:** An on-premise temporary sign advertising the property or structure's availability for sale or lease.

**Regulatory Sign:** A sign installed by a public agency to direct traffic flow, regulate traffic operations and provide information in conformance with the Michigan Manual of Uniform Traffic Control Devices.

**Roof Sign:** Any sign that extends above the roofline or is erected over the surface of the roof.

**Sandwich Board Sign:** Also known as a poster panel or "A" frame sign. a moveable nonpermanent sign placed within the pedestrian public right-of-way of a public sidewalk during regular business hours consisting of an "A" frame or "inverted T" frame or other temporary style, with not more than two flat surfaces containing messages, and not permanently affixed to any structure or to the sidewalk itself.

**Sign:** Any device, structure, fixture, figure, symbol, banner, pennant, flag, balloon, logo, or placard consisting of written copy, symbols, logos and/or graphics, designed for the purpose of conveying, bringing attention to, identifying or advertising an establishment, product, goods, services, or other message to the general public. Unless otherwise indicated, the definition of "sign" includes interior and exterior signs which are visible from any public street, sidewalk, alley, park, or public property, but not signs which are primarily visible to and directed at persons within the premises upon which the sign is located.

**Snipe Sign:** A snipe sign is a sign made on any material and attached to any object and having no application to the premises where located.

**Temporary Sign:** A sign not constructed or intended for long-term or permanent use. Examples of temporary signs include signs which announce a coming attraction, a new building under construction, a community or civic event or project, or other special events that occur for a limited period of time such as a garage, yard or estate sale.

**Vehicle Business Sign:** Signs affixed to a parked vehicle or truck trailer which is being used principally for advertising purposes, rather than for transportation purposes.

**Wall Sign:** A sign attached parallel to and extending not more than twelve (12) inches from the wall of a building. Painted signs, signs which consist of individual letters, cabinet signs, and signs mounted on the face of a mansard roof shall be considered wall signs. Permanent signs which are not affixed directly to a window or are positioned next to a window so that they are visible from the outside, shall also be considered wall signs.

**Window Sign:** A sign located in or on a window which is intended to be viewed from the outside. Permanent window signs which are not affixed directly to a window or are positioned next to a window so that they are visible from the outside shall be considered wall signs.

### **Sec. 70-3. - Prohibited Signs**

The following signs are prohibited in all districts:

- a. Signs which obstruct free access or egress from any building, including those that obstruct any fire escape, required exit way, window, or door opening or that prevent free access to the roof by firefighters.
- b. Moving signs and signs having moving members or parts, excluding barber shop poles.
- c. Animated signs.
- d. Inflatable signs.
- e. Signs which in any way simulate or could be confused with the lighting of emergency vehicles or traffic signals; there shall be no flashing, oscillating or intermittent, or red, yellow, or green illumination on any sign located in the same line of vision as a traffic control system, nor interference with vision clearance along any highway, street, or road or at any intersection of two (2) or more streets.
- f. Signs which obstruct or impair the vision of motorists or non-motorized travelers at any intersection, driveway, within a parking lot or loading area.
- g. Snipe signs, including non-regulatory signs placed in any public right-of-way, as well as those attached to a utility pole, affixed to a tree, street furniture, fences, or waste receptacle.
- h. Off-premise signs, including video signs or similar technologies.
- i. Roof signs unless specifically permitted elsewhere in this Chapter.
- j. Portable signs, as defined, not provided for in this Chapter.

- k. Pylon or pole signs not provided for in this Chapter.
- l. Illegal signs.
- m. Obsolete signs and any sign or sign structure which:
  - 1. Is structurally unsafe.
  - 2. Constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, or abandonment.
  - 3. Is capable of causing electric shock to person who come in contact with it.
  - 4. Is not kept in good repair, such that it has broken parts, missing letters, or non-operational lights.
- n. Flashing Signs
- o. Any sign which makes use of the words "Stop", "Look", or "Danger", or any other words, phrases, symbols, or characters, in such a manner as to interfere with, mislead, or confuse traffic.
- p. Any sign not expressly permitted.

#### **Sec. 70-4 - Exemptions to Permitting**

The following signs shall not require a permit provided such signs are outside of the public street right-of-way, are located to ensure adequate sight distance, and meet the requirements of Section 70-6 of this ordinance:

- a. Address signs
  - 1. In all single family zoning districts, such sign shall not exceed two (2) square feet in area.
  - 2. In all other zoning districts, such signs shall not exceed six (6) square feet in area.
- b. Barber shop poles noting that the bottom of the barber pole must be at least 8 feet from the ground or sidewalk and the top must be lower than the height of the building.
- c. Community entrance or welcome signs.
- d. Construction signs meeting the size requirements for Temporary Signs under Section 70-6.
- e. Temporary signs meeting the requirements of Section 70-6.
- f. Device signs with the following conditions:
  - 1. Sign area of each device shall not exceed three (3) square feet in area.
  - 2. Limit of one (1) sign per device, such as vending machines, gas pumps or ice containers.
- g. Directory signs. A building with business occupants on the upper floors or the interior space on the first floor of a building may have a directory sign plaque not to exceed ten (10) square feet in area at the street entryway.

CITY CODE  
CHAPTER 70 - SIGNS

- h. Employment signs. "Help wanted" signs soliciting employees for the place of business where posted, provided that the maximum area for all such signs shall be six (6) square feet with a maximum height of four (4) feet.
- i. Essential service signs denoting utility lines, hazards and precautions or other similar information.
- j. Flags
  1. Not to exceed three (3) per zoning lot; and
  2. Not to exceed four (4) feet by six (6) feet.
- k. Historic markers.
- l. Incidental signs shall not exceed a total of two (2) square feet, a total of two (2) signs per business. indicating acceptance of credit cards, the location of public telephones, restrooms, restrictions on smoking and restrictions on building entrances or describing business affiliations and are attached to a permitted sign, exterior wall, building entrance, or window.
- m. Interior signs including any sign which is located completely within an enclosed building, and which is not visible from outside the building or which is primarily directed at persons within the premises upon which the sign is located.
- n. Memorial signs or tablets shall not exceed four (4) square feet in area, having the name of the building and/or the date of erection and cut, cast or engraved into a masonry or metal surface and made an integral part of the structure.
- o. Murals or painted wall signs painted on the exterior surfaces of a building or structure shall be less than twelve (12) square feet in area. Such signs shall not have raised borders, raised letters, raised characters, decorations, or lighting appliances. Mural or painted wall signs greater than 12 square feet shall be only as approved by the Planning Commission if such sign enhances the architecture of the building.
- p. Nameplates.
- q. Political signs not exceeding 24 square feet in area per side, meeting corner clearance requirements of this ordinance, and not located in the public right-of-way.
- r. Real estate signs and real estate open house signs.
- s. Real estate development signs, conditioned upon removal when the building or development is completed.
- t. Regulatory signs including traffic control and street identification signs.
- u. Vehicle business signs.
- v. Warning signs that are publicly authorized, such as no trespassing, warning of electrical currents or animals provided such signs do not exceed two (2) square feet in area.

**Sec. 70-5. - General Standards for Permitted Signs**

Signs which are permitted as on-premise accessory uses serving a commercial or informational purpose may be permitted subject to the requirements of this Chapter; provided, that no such sign shall be erected or altered until approved by the Building Official and until a sign permit has been issued.

**a. Sign Setbacks.**

1. All signs, unless otherwise provided for, shall be set back a minimum of ten (10) feet from any public or private street right-of-way line or access drive in all districts. This distance shall be measured from the nearest edge of the sign, measured at a vertical line perpendicular to the ground to the right-of-way.
2. Side yard setbacks for signs shall be the same as that required for the main structure or building, provided that all nonresidential signs shall be set back at least one hundred (100) feet from any Residential District.

**b. Clear Vision Area.** In order to ensure adequate sight distance for motorists, bicyclists and pedestrians, a minimum clear vision area shall be maintained between a height of twenty-four (24) inches and six (6) feet within a triangular area measured twenty-five (25) feet back from intersection of public right-of-way lines. Furthermore, signs shall not be permitted where they obstruct motorist vision of regulatory signs, traffic-control devices or street signs.

**c. Design and Construction.** Signs, as permitted in the various zoning districts, shall be designed to be compatible with the character of building materials and landscaping to promote an overall unified and aesthetic effect in accordance with the standards set forth herein. Signs shall not be constructed from materials that are remnants or manufactured for a different purpose.

**d. Illumination.**

1. Signs may be illuminated, but only by steady, stationary, shielded light sources directed solely at the sign or internal to it.
2. Use of glaring undiffused lights, including bare bulbs, neon, or flames, is prohibited.
3. Lighting shall be shielded and/or pointed downward so as not to project onto adjoining properties or thoroughfares.
4. Underground wiring shall be required for all illuminated signs not attached to a building.

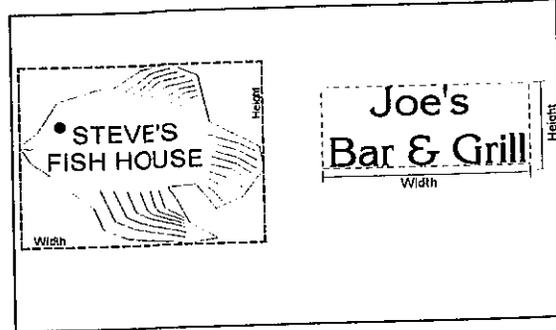
**e. Maintenance and Construction.**

1. Every sign shall be constructed and maintained in a manner consistent with the building code provisions and maintained in good structural condition at all times. All signs shall be kept neatly painted, stained, sealed or preserved including all metal, wood or other materials used for parts and supports.
2. All signs erected, constructed, reconstructed, altered or moved shall be constructed in such a manner and of such materials so that they shall be able to withstand wind pressure of at least twenty (20) pounds per square foot or seventy-five (75) mph.

3. All signs, including any cables, guy wires, or supports shall have a minimum clearance of four (4) feet from any electric fixture, street light, or other public utility pole or standard.

f. **Sign Area.** Measurement of allowable sign area is as follows:

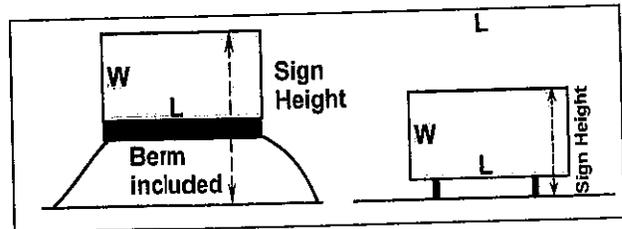
1. The allowable area for signs shall be measured by calculating the square footage of the sign face and any frame or base of other material or color forming an integral part of the display or used to differentiate it from the background against which it is placed as measured by enclosing the most protruding points or edges of a sign within a parallelogram or rectangle.



2. When a sign has two (2) or more faces, the area of all faces shall be included in calculating the area of the sign except that where two (2) such faces are placed back to back, only larger face shall be considered, provided that both faces are part of the same structure, contain the same message and are separated by no more than two (2) feet.
3. For purposes of calculating sign area allowed as a wall sign, the wall sign square footage shall be determined by measuring a parallelogram (box) which includes the portion of the canopy which contains a message, symbol and/or logo.
4. When a sign consists solely of lettering or other sign elements printed, painted or mounted on a wall of a building without any distinguishing border, panel or background, the calculation for sign area shall be measured by enclosing the most protruding edges of the sign elements within a parallelogram or rectangle.

g. **Sign Height.**

1. The permitted height of all signs supported by the ground shall be measured from the level of the ground, finished surface, adjacent to the sign.
2. Sign height shall not be measured from an area of the ground that has been built-up or constructed in a manner that would have the effect of allowing a higher sign height than permitted by these regulations (e.g. the height of signs erected on a berm shall be measured from the finished grade adjacent to the berm).



**Sec. 70-6. - Specific Sign Standards**

The number, display area, and height of signs within the various zoning districts are provided in the Sign Dimensional Standards and Regulations Table and its accompanying footnotes. Additional standards for specific types of signs are given below.

Sign Dimensional Standards and Regulations								
DISTRICT	WALL, CANOPY, OR PROJECTING SIGN		GROUND SIGN			TEMPORARY SIGNS (c)		
	Number #	Max. Size	Number # (b)	Max. Size per sign face	Max. Height	Max. Size per sign	Total Area per Parcel	Max. Height
R1-A, R-1, R-2, R-3	-	10% of front facade for all uses other than single-family residential units, duplexes, and attached condominiums	1	24 square feet	6 feet	6 square feet	14 square feet	4 feet
R-T, RM-1, RM-2, RM-3, MH								
B-1, B-2, B-3 & PD commercial uses	1 per business (a)	10% of front facade or 100 square feet, whichever is less (a)	1	72 square feet	6 feet	24 square feet	48 square feet	6 feet
OS-1, & PD office uses								
I-1, I-2								
P-1								

*Footnotes to the Sign Dimensional Standards and Regulations Table*

(a) **Wall Signs.** One (1) wall sign shall be allowed per business, in addition to any other allowed ground signs. Businesses located on a corner lot shall be allowed up to two (2) wall signs, one (1) for each front façade. The maximum wall sign area shall not exceed ten percent (10%) of the front facade of the building (any facade which faces a public street), per use or business establishment. However, for a commercial structure containing one (1) use or business establishment, as determined by the Planning Commission, the size of the wall sign may be increased up to the maximum square footage as follows:

201 - 400 linear feet of building frontage facing a public street and having a public entrance	150 square feet
Greater than 400 linear feet of building frontage facing a public street and having a public entrance	200 square feet

- (1) **Window Signs.** Window signs shall be permitted not to exceed 25% of the window area of the façade.
- (2) No wall sign shall extend above the roof or parapet of the structure to which it is attached by more than one (1) foot.

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- (b) **Ground Signs.** Only one (1) ground sign is permitted per use, including uses which occupy more than one (1) parcel and business centers containing more than one (1) business or use, with additional signs permitted according to the following table, however, no site shall have more than two (2) ground signs, regardless of the number of street frontages or the amount of frontage. Single uses on a single parcel do not qualify for this consideration:

Frontage along 2 or more rights-of-way	1 sign up to the maximum sign face area shall be allowed along 2 frontages
300 feet of frontage along 1 right-of-way	1 ground sign along that frontage
Greater than 300 feet of frontage along 1 right-of-way	2 ground signs

(c) **Temporary Signs**

1. All temporary signs must comply with the sign size and height standards as specified in the *Sign Dimensional Standards and Regulations Table*.
2. Location of Temporary Signs shall comply with the following:
  - a. Temporary signs shall not be attached to any utility pole, tree, fence, or be located within any public right-of-way.
  - b. Temporary signs shall not be located closer than twenty (20) feet to the edge of the traveled portion of the roadway, nor shall they be located within any dedicated right-of-way.
  - c. Temporary signs shall not be erected in such a manner that they will or may reasonably be expected to interfere with, obstruct, confuse or mislead traffic.
  - d. Temporary signs cannot be placed or constructed so as to create a hazard of any kind.
  - e. Temporary signs may not be posted on private property without first obtaining the permission of the property owner.
  - f. Signs shall not be located within any clear vision triangle, as described in *Section 70.4(b)*.
3. Each temporary sign shall be removed within 60 days of placement. Furthermore, no sign may be erected on a single parcel for more than 60 calendar days out of every 120 calendar days. Although a permit is not required for temporary signs, property and business owners must maintain a log of dates when temporary sign(s) have been in place showing compliance with the above standard.
4. Political Signs must be removed within ten (10) days after the applicable election.

**Sec. 70-7. - Additional Sign Standards**

- a. **Directional Signs.** No more than one (1) directional sign shall be permitted for each approved driveway, with a maximum sign area of four (4) square feet per sign, and a maximum height of four (4) feet. Any directional sign which includes a business name, symbol or logo shall be calculated as part of the allowable ground sign square footage, as specified in the *Sign Dimensional Standards and Regulations Table*.
- b. **Off-Premise Advertising or Billboard Signs.** New off-premise advertising or billboard signs are not permitted but existing ones can be replaced. This section is not intended to prohibit First Amendments views but instead regulates community aesthetics.

- c. **Projecting, Awning and Canopy Signs.** Projecting signs, awnings and canopy signs may be used as an alternative to wall signs listed in the Sign Dimensional Standards and Regulations Table, provided that they meet the following standards:
1. Any sign area on a canopy shall be included in calculations of maximum wall sign square footage.
  2. Projecting or canopy signs in the B-1 District shall be set back at least two (2) feet from any street curb line, shall not extend more than six (6) feet over the public right-of-way, and shall leave a minimum clearance of eight (8) feet above the ground.
  3. Projecting, awning or canopy signs, other than those in the B-1 District, shall have a minimum ground clearance of ten (10) feet, shall be set back at least six (6) feet from any adjacent public right-of-way, nor project over an alley or private access lane. A projecting sign shall not extend for more than two (2) feet from the building to which it is attached.
  4. No awning, canopy or projecting sign shall extend above the roof or parapet of the structure to which it is attached by more than one (1) foot.
  5. Wood posts or supporting arms shall not be used in conjunction with any projecting sign, unless it is decorative in nature and part of the character of the sign.
  6. Projecting signs shall not exceed three (3) square feet in area or three (3) feet in width. The area of such sign shall be in addition to any permitted sign provided for herein.
  7. Canopy signs shall not be internally illuminated and must be blackened out on the underside.
- d. **Entranceway Signs.** One (1) permanent sign per vehicular entrance identifying uses such as subdivisions, apartment complexes, condominium communities, senior housing complexes, manufactured housing communities, office and industrial parks and similar uses, provided that the sign is set back a minimum of fifteen (15) feet from any property line or public right-of-way is permitted.
- e. **Changeable Message Signs.** Changeable message signs may be permitted as a portion of, and accessory to, a ground or monument sign in the B-2, B-3, I-1 and I-2 Districts, and when associated with a commercial or office use within an OS-1 or PD District, in accordance with the following:
1. One (1) changeable message sign or one (1) gasoline price sign shall be permitted per premises.
  2. Message or gasoline price may be changed electronically or manually.
  3. The area of a changeable message sign or gasoline price sign shall not exceed one-third (1/3) the total area of the sign.
  4. Illumination shall be concentrated within the face of the sign to prevent glare upon adjoining properties and thoroughfares.
  5. Electronic messages or gasoline prices shall not flash, fade in or out, or scroll.
  6. Electronic messages or gasoline prices shall be displayed for at least one (1) hour, and changes shall take less than one (1) second.
  7. Any voids or burned out bulb in an electronic display shall be replaced within seven (7) days and any malfunctioning signs must be turned off until repaired.
  8. Electronic changeable message signs shall be at least one hundred (100) feet from any residential district or use.
  9. Electronic changeable message signs shall use only one (1) color of lighting or bulbs to prevent nuisances and distractions upon adjoining properties and thoroughfares.

- f. **Sandwich Board Signs.** Sandwich board or portable A-frame signs are permitted in the B-1, B-2 and B-3 Districts at the customer building entrances to businesses subject to the following requirements:
1. One (1) sign per customer entrance shall be permitted regardless of the number of tenants on the premises.
  2. The sign is permitted only during operating business hours and must be stored inside when the establishment is not open to the general public.
  3. Each sign shall not exceed an overall height of forty-two (42) inches and an overall width of twenty-four (24) inches.
  4. The sign must be located adjacent to the building, no more than ten (10) feet from the customer entrance to the business, be a minimum of two (2) feet from the edge of the curb, and be located so that at least a five (5) foot wide sidewalk is maintained.
  5. No sign shall be located in such a manner as to interfere with vehicular or pedestrian traffic flow or visibility.
  6. All signs must be constructed or weather-proof, durable material and kept in good repair.
  7. The sign shall not be illuminated in any manner.
  8. Sandwich board signs within the public right-of-way may be moved/removed by the city for municipal purposes (i.e. code enforcement, snow removal, traffic issues, maintenance, etc

#### **Sec. 70-8. - Non-Conforming Signs**

Nonconforming signs are those signs that do not comply with the size, placement, construction or other standards or regulations of this Chapter, but were lawfully established prior to its adoption. Signs for which the Zoning Board of Appeals has granted a variance are exempt and shall not be defined as nonconforming. It is the intent of this Chapter to bring about, in an expeditious and timely manner, the eventual elimination of signs and their supporting structures that are not in conformity with the provisions of this Chapter. The following provisions apply to nonconforming signs, including the replacement of nonconforming signs with less nonconforming signs to encourage a quicker upgrade. A nonconforming sign may be continued and shall be maintained in good condition as described elsewhere in this Chapter, however, the following alterations are regulated:

- a. A nonconforming sign shall not be structurally altered so as to prolong the life of the sign or to change the shape, size, type or design of the sign unless the change shall make the sign conforming.
- b. A nonconforming sign shall not be replaced by another nonconforming sign with the exception of pole signs, which can be replaced with a ground or monument sign that is not in compliance with the requirements for ground signs in this Chapter, subject to review and approval by the Planning Commission.
- c. A nonconforming sign shall not be re-established after damage or destruction of the estimated expense of reconstruction exceeds fifty percent (50%) percent of the appraised replacement cost as determined by the Building Official or if fifty percent (50%) or more of the face of the sign is damaged or destroyed.
- d. A nonconforming sign shall not have any changes made in the words or symbols used or the message displayed on the sign unless the sign is designed for periodic change of message.

- e. Signs having a construction design that permits a complete change of the face portion of the sign display area shall not have any faces changed unless the change does not prolong the life of the total sign structure or alter the shape and size of the sign display area.
- f. A nonconforming sign shall not be re-established after the activity, business or usage to which it relates has been discontinued for a period of 90 days or longer as defined in Sec. 70-9 Dangerous, Unsafe, Abandoned, and Illegally Erected Signs.
- g. Nonconforming and illegal freestanding pole signs that are replaced with conforming, freestanding monument signs within two (2) years of adoption of this ordinance shall be granted an additional 20% of sign area above the maximum permitted.

**Sec. 70-9. - Dangerous, Unsafe, Abandoned, and Illegally Erected Signs**

- a. **Dangerous Signs.** Any sign constituting an immediate hazard to health or safety shall be deemed a nuisance per se and may be immediately removed by the City without notice and the cost thereof charged against the owner of the property on which it was installed.
- b. **Unsafe Signs.** Any sign that becomes insecure, in danger of falling, or otherwise unsafe but not considered an immediate danger by the Building Official to the health or safety of the public shall be removed or repaired within thirty (30) days after written notice from the City Building Official.
- c. **Abandoned Signs.** Any sign that advertises a business that has been discontinued for at least ninety (90) days or that advertises a product or service that is not longer offered shall be deemed abandoned. Permanent signs applicable to a business temporarily suspended by a change in ownership or management shall not be deemed abandoned unless the structure remains vacant for at least six (6) months. An abandoned sign shall be removed by the owner or lessee of the premises within ten (10) days after written notice from the City Building Official.
- d. **Illegally Erected Signs:** Any sign erected or displayed illegally in violation of this Chapter shall be removed or made to comply with this Chapter within ten (10) days after written notice from the City Building Official

**Sec. 70-10. - Permits and Application Procedures**

- a. **Required.** Except as expressly provided in Section 70-4 relating to signs allowed without a permit, and Section 70-6(c) relating to temporary signs, it shall be unlawful for any person to erect, alter, relocate, or maintain any sign or other structure designed to display a message without first obtaining a permit therefor from the city and payment of a fee provided for in this section.
- b. **Application.** Applications for permits to erect, construct, maintain, use, display, alter, convert, repair a sign shall be made upon forms provided for by the City, and shall contain or have attached thereto the following information:
  - 1. Name, address and telephone number of the applicant, property owner(s), and if applicable, the tenant(s) and occupant(s);

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2. Location of building, structure, or lot to which the sign is to be attached or erected;
  3. Position of the sign in relation to nearby buildings, structures, and property lines;
  4. Two (2) drawings of the plans and specifications and method of construction and attachment to the building or in the ground;
  5. Copy of stress sheets and calculations, if deemed necessary by the Building Official, showing the structure as designed for dead load and wind pressure in accordance with regulations adopted by the City;
  6. Name and address of the person erecting the structure and any applicable licenses;
  7. Any electrical permit required and issued for such sign;
  8. Insurance policy or bond as required by this Chapter;
  9. Such other information as the Building Official, or his or her designee, may require to show full compliance with this and all other applicable laws of the City and the State;
  10. In the discretion of the Building Official, or his or her designee, when in his or her opinion the public safety requires it, the application containing the material required by this Section shall, in addition, bear the certificate or seal of a registered architect or engineer as a condition to the issuance of a permit;
  11. In all applications for entranceway signs, the Building Official, or his or her designee, shall require that appropriate provisions have been made to ensure continued maintenance of the sign.
- c. **Fees.** A application, permit, review and inspection fees shall be paid to the City for each permanent permit and each temporary permit required by this Chapter as shall be set by resolution of the council from time to time.
- d. **Ordinary maintenance.** No permit is required for the ordinary servicing or repainting of an existing sign message, the cleaning of a sign, the changing of information on a directory sign, or the changing of advertising on a permitted sign specifically designed for regular change of message without change in structure.

**Sec. 70-11. - License and Insurance**

Every person who engages in the business of erecting, altering or dismantling signs in the City shall first submit proof of appropriate licenses and a liability insurance policy that indemnifies the City and its prior, present and future officials, representatives and employees from all damage suits or actions of every nature brought or claimed against the erector for injuries or damages to persons or property sustained by any person or persons through any act of omission or negligence of said erector, his servants, agents or employees. Said policy shall contain a clause whereby it cannot be canceled or changed until after written notice has been filed with the City Building Department at least thirty (30) days prior to the date of cancellation. The Building Official shall issue a permit for the sign upon determining that the proposed sign meets the provisions, standards and regulations of this Chapter and any other applicable City Ordinance and after payment of the prescribed fees and deposit.

**Sec. 70-12. - Administration, Enforcement, Violations, and Penalties**

- a. **Generally.** The regulations of this Chapter shall be administered and enforced by the City Building Official or his or her designee.
- b. **Violations.** It shall be unlawful for any person to erect, construct, maintain, use, display, enlarge, alter, convert, repair, or move, any sign in the City, or cause or permit the same to be done, contrary to or in violation of any of the provisions, standards and regulations of this Chapter. Each act of violation, and on each day upon which any such violation shall occur, shall constitute a separate offense.
- c. **Public Nuisance Per Se.** Any sign erected, constructed, maintained, used, displayed, enlarged, altered, converted, repaired, or moved in violation of any of the provisions, standards, and regulations of this Chapter, including the failure to remove a sign when directed under the authority of this Chapter, is hereby declared to be a public nuisance per se, and may be abated by order of any court of competent jurisdiction.
- d. **Municipal Civil Infraction.** Any person, firm or corporation determined to have violated or been in violation of the provisions, standards or regulations of this Chapter shall be responsible for a municipal civil infraction and subject to the penalties and provisions contained in Sections 1-13, 1-14, 2-242 through 2-249 of the City's Code of Ordinances.
- e. **Other Relief.**
  1. In addition to the remedies otherwise provided for, the City may remove and dispose of an unlawful sign on public property.
  2. In addition to ordering the defendant determined to be responsible for a municipal civil infraction to pay a civil fine, costs, damages and expenses, the Judge or Magistrate shall be authorized to issue any judgment, writ or order necessary to enforce or enjoin violation of this chapter.
  3. In addition to any remedies provided for by the Code of Ordinances, any equitable or other remedies available may be sought and granted.

**Sec. 70-13. - Appeals and Variances.**

- a. **Appeals.** Appeal from the ruling of any officer, department, board or bureau of the City, including the Building Official, concerning the enforcement of the provisions, standards and regulations of this Chapter may be made by any aggrieved party within thirty (30) days of the ruling to the Zoning Board of Appeals, sitting as an administrative appeal board under this Chapter.
- b. **Variances.** With the exception of requests for variances for multi-tenant ground signs as contemplated in Section 70-14, which shall be considered by the Planning Commission, the Zoning Board of Appeals shall have the authority to grant variances from the requirements of this Chapter according to the criteria in Section 102-85(2). In making a decision on whether a practical difficulty exists, the Board may also consider the following for sign variance requests:

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1. In determining whether a variance is appropriate, the Zoning Board of Appeals shall study the sign proposal, giving consideration to any extraordinary circumstances, such as those listed below, that would cause practical difficulty in complying with the sign standards. The presence of any of the circumstances listed may be sufficient to justify granting a variance; however, the Zoning Board of Appeals may decline to grant a variance even if certain of the circumstances are present.
2. In granting a variance the Zoning Board of Appeals may attach such conditions regarding the location, character, and other features of the proposed sign as it may deem reasonable. In granting or denying a variance, the Zoning Board of Appeals shall state the grounds and findings upon which it justifies granting or denying the variance based on the following criteria:
  - i. Permitted signage could not be easily seen by passing motorists due to the configuration of existing buildings, trees, or other obstructions.
  - ii. Permitted signage could not be seen by passing motorists in sufficient time to permit safe deceleration and exit. In determining whether such circumstances exist, the Zoning Board of Appeals shall consider the width of the road, the number of moving lanes, the volume of traffic, and speed limits.
  - iii. Existing signs on nearby parcels would substantially reduce the visibility or identification impact of a conforming sign on the subject parcel.
  - iv. Construction of a conforming sign would require removal or severe alteration to natural features on the parcel, such as but not limited to: removal of trees, alteration of the natural topography, filling of wetlands, or obstruction of a natural drainage course.
  - v. Construction of a conforming sign would obstruct the vision of motorists or otherwise endanger the health or safety of passers-by.
  - vi. Variance from certain sign regulations would be offset by increased building setback, increased landscaping, or other such enhancements, so that the net effect is an improvement in appearance of the parcel, compared to the result that would be otherwise achieved with construction of a conforming sign.
  - vii. A sign which exceeds the permitted height or area standards of this Chapter would be more appropriate in scale because of the large size or frontage of the parcel or building.

**Sec. 70-14. - Ground Sign Variances for Business Centers**

The dimensional requirements (height and area) of Section 70-5, Specific Sign Standards, may be modified by the Planning Commission for business center or shopping center ground signs with multiple tenants and over 20,000 square of gross floor area when the following criteria have been met:

- a. Where the objectives and intent of this Chapter are better served by such modifications, rather than through the strict application of the requirements contained therein.

- b. The sign will provide clearer, uncluttered identification to passing motorists than would otherwise be possible under the dimensional requirements of this Chapter.
- c. The requested modification will improve the aesthetics of the site by minimizing the number of individual signs on the property.
- d. For larger centers, the sign will identify anchor tenants as opposed to all businesses.
- e. The area of a changeable message sign or gasoline price sign still cannot exceed one-third (1/3) the total area of the sign for which a modification is granted.

**Sec. 70-15. - Substitution Clause**

Notwithstanding any provision, standard, or regulation in this Chapter to the contrary, a noncommercial message may be substituted, in whole or in part, for any commercial message on any sign permitted pursuant to this Chapter. If a noncommercial message is substituted, the sign must still comply with the provisions, standards, and regulations of this Chapter applicable to the original sign prior any substitution. The purpose of this provision is to prevent any inadvertent favoring of commercial speech or messages over noncommercial speech or messages.

**Sec. 70-13. - Severability Clause**

If any provision, standard, or regulation of this Chapter, or the application thereof to any person or circumstance, shall be found invalid by a Court, such invalidity shall not affect the remaining portion or application, or validity of the remaining provisions, standards, or regulations of this Chapter as a whole, provided such remaining portions are not determined by the Court to be invalid. It is hereby declared to be the legislative intent that this Chapter would have been adopted, had such invalid provision not been included.



Michigan Department of Licensing and Regulatory Affairs  
 Liquor Control Commission (MLCC)  
 7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505  
 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 license application 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 regular 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 Lyon Capital, LLC  
(name of applicant)

for the following license(s): New Class C license

to be located at 21775 Pontiac Trail, Unit #8, South Lyon MI

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 \_\_\_\_\_  
(regular or special) (date) (township, city, village)

Name and title of authorized clerk (please print): \_\_\_\_\_

Signature of authorized clerk and date: \_\_\_\_\_

Phone number and e-mail of authorized officer: \_\_\_\_\_

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.

# **SOUTH LYON POLICE DEPARTMENT**

*Lloyd T. Collins*  
Chief of Police



## **Memorandum**

**To:** Rod Cook, Interim City Manager

**From:** Chief Lloyd T. Collins *ATC*

**Subject:** Liquor License Investigation – Lyon Capital, LLC  
(Aubree's Pizzeria and Grill)

**Date:** December 3, 2013

Lyon Capital, LLC submitted an application for a new Class C liquor license to be located at 22185 Pontiac Trail in the City of South Lyon. The business would be operated as Aubree's Pizzeria and Grill in the building currently occupied by Big Boy Restaurant.

A background investigation was completed for three partners in Lyon Capital, LLC. Those partners are: Steven Brouwer, Robert Bulszewicz, and Ronald Evangelista. Summaries of the investigation results for all three individuals are attached.

The applicants have requested consideration for issuance of a new Class C liquor license by City Council as soon as possible. A copy of Michigan Liquor Control Commission, (MLCC), form LC-1305 – Local Government Approval is also attached.

**City of South Lyon  
Liquor License Application  
Background Investigation**

**Steven Paul Brouwer**

7201 Webster Station Drive

Dexter, MI 48130

D.O.B: September 23, 1961

Social Security Number: 152-64-9114

Driver's License Number: B660777676736

Home Phone: 734-426-8290

Cell Phone: 734-368-2499

**A.R. Brouwer Co. LLC**

President since February 1998 – General Contractor / Engineer - This business is not accredited by the Better Business Bureau of Michigan. A+ rating. No complaints in the last three years.

**Credit Report**

Equifax credit Score – 776

Experian credit Score – 779

TransUnion Credit Score – 776

There are no reports of delinquent payments. Most of his current accounts have a \$0 balance as well as all of his past accounts. He is currently carrying a mortgage and has never been late on one payment. He has a low balance to Ford Motor Credit as well as balances to the U of M Credit Union. He has a history of paying down loan balances with large payments toward the principal.

**Criminal History Check**

**Arrests**

None

**Citations**

02/14/2008 Speed too fast / Accident

06/01/2008 Speed 65/55

**Civil**

None

### **Business & Personal References**

All of Brouwer's references spoke well of him. All of the relationships began as early as 10 years ago and some extend to 25 years. They consider and describe Brouwer as an excellent person, the most honest person one will ever meet, impeccable character, genuine, dependable, meticulous, and successful at everything he does, a great judge of character, and extremely motivated. None of his references were aware of any past or present financial problems or difficulties. None were aware of any past or present legal problems. He drinks socially and has never been known to abuse alcohol, illegal, or prescription drugs. He is not characterized by having any problems with anger. Mary Penny, Vice president of Chelsea State Bank has done business with Brouwer in the past. Brouwer has taken out loans with her bank in the past and she stated that Brouwer has been a model citizen and a consummate professional businessman with an outstanding credit rating. All stated that Brouwer and his partners would do an exceptional job constructing and running a business with a liquor license. All suggested that Brouwer and his partners would bring a "family feel" to the city with their restaurant. One reference added, "If I ever wanted to have a business partner, it would be Steve". Brouwer is a partner in the Aubree's Restaurant in Dexter, Michigan with Amy (Bulszewicz's wife) and Ron Evangelista.

**City of South Lyon  
Liquor License Application  
Background Investigation**

**Robert Bulszewicz**

11404 Cedar Bend Drive  
Pinckney, MI 48169

D.O.B: December 16, 1959

Social Security Number: 374-66-1925

Driver's License Number: B422745000954

Home Phone: 734-458-1800

Cell Phone: 313-701-9400

**Conquest Construction Company Incorporated**

Owner and Operator since January 1986 – This business is not accredited by the Better Business Bureau of Michigan. BBB file opened on April 11, 2000. No complaints filed against this company. No rating.

**Credit Report**

Equifax credit Score – 723

Experian credit Score – 718

TransUnion Credit Score – 718

His credit report indicates 24 months of delinquent payments on an FHA Real Estate Mortgage opened in April 2007. The loan was closed August 2010. The report indicates (2) payments 30 days past due, (1) payment 60 days past due, and (21) payments 90 days past due. Bulszewicz attached a letter of explanation as to the blemish on his credit report. He indicated that he was a co-signor on a mortgage loan for his daughter and son-in-law that went into foreclosure. At the time of foreclosure, he said that he was never contacted by the lender of the failed payments although his phone numbers and home address never changed during the foreclosure. He was never made aware of the pending foreclosure by his daughter and/or son-in-law. Because the foreclosure took place without his knowledge, he was never given options to prevent the foreclosure. His relationship remains estranged with his daughter and son-in-law because of the event.

Other than this one blemish, his credit report is clear with normal debts such as mortgage and business accounts.

**Criminal History Check**

**Arrests**

11/08/1977 (17 yrs. old) Larceny Arrest. He was booked at the Livingston County Jail and later released on the same date. I contacted Kelly of the Livingston County Sheriff's Department Records Division and inquired about the incident. She indicated that she was unable to locate any further details about the incident because of its age.

### Citations

08/17/1985 Energy Speed 11-15 over admitted responsibility

11/07/1992 Disobey Stop Sign admitted responsibility

### Civil

08/04/2010 Oakland County Circuit Court - Bulszewicz was one of five defendants named in a civil suit. The group of five defendants (partners) own Century Technology Center located at 50481 Pontiac Trail in Wixom, Michigan. Reliastar Life Insurance was the mortgagee on the building. The partners were advised to stop payment on the building in an attempt to refinance and renegotiate a new deal. The two companies were able to negotiate a new deal that would allow the group to retain Century Technology Center. The case was settled 10/20/2010. Bulszewicz and his partners still own the building.

### Business & Personal References

All of Robert's personal and business references spoke well of him. The earliest of the relationships began 12 years ago and extend to 40 years. They consider and describe Robert as honest, genuine, dependable, always on time, possessing good character, meticulous, successful at everything he does, extremely motivated, and family-oriented. None of his references were aware of any past or present financial problems or difficulties. None were aware of any past or present legal problems. He has been divorced once and since remarried. He drinks socially and has never been known to abuse alcohol, illegal, or prescription drugs. He is not characterized or known to have any problems with anger, and one of his references has never heard Robert raise his voice in the twelve years he has known him. All stated that Robert and his partners would do an exceptional job constructing and running a business with a liquor license. They feel that Robert and his partners would bring a family atmosphere to the city with their restaurant. Robert's wife Amy is a partner operating the Aubree's Restaurant in Dexter, Michigan with Steven Brouwer and Ron Evangelista.

**City of South Lyon  
Liquor License Application  
Background Investigation**

**Ronald Angelo Evangelista**

1040 Drakeshire Drive  
Commerce Twp, MI 48390  
D.O.B: September 28, 1968  
Social Security Number: 377-94-4073  
Driver's License Number: E152744067749  
Home Phone: 248-982-1690  
Cell Phone: 248-982-1690

**Employment History**

2009 – Present Owner & Operator - Nickel Contracting LLC – General Contracting, Construction Management  
2006-2009 - Connektiv Contractors – Director of Construction – Left to pursue self-employment  
1996-2006 - Demattia Group - Senior Project Manager – Left to pursue other opportunities  
I was unable to locate Nickel Contracting LLC in Michigan's Better Business Bureau files.

**Credit Report**

Equifax credit Score – 656  
Experian credit Score – 674  
TransUnion Credit Score – 696

His credit report indicates 25 months of delinquent payments on a Real Estate Mortgage through Bank of America opened in February 2005. The loan was closed August 2011. The report indicates (4) payments 30 days past due, (2) payments 60 days past due, and (19) payments 90 days past due. Evangelista advised that this debt began as his relationship with his wife deteriorated. He was advised by a consultant not to make payments on the loan which would force the bank into the re-modification process of refinancing. After a number of missed payments, the bank attempted to sell the home at a Sheriff's sale. The bank gave Evangelista an additional six months to sell the home. He was able to sell the home on his own and avoid foreclosure. However, the financial stress of the situation reflected on his credit rating for some time.

Evangelista's credit report indicates delinquent payments on four other accounts ranging from 1996 through 2010: (1) Bank of America credit card, (1) Kohl's credit card, (1) DTE Energy account, and (1) GMAC Auto Loan. Evangelista is currently in good standing with all the accounts that have been delinquent in the past. He attributes his past financial struggles mostly to a "rough period" in his life during his marriage and divorce from his ex-wife.

He currently holds a loan through Chase Auto for \$35,626.00. The account was opened in May 2013 with nothing past due and no delinquent payments. His monthly payment is \$531.00 for 75 months. The balance on the loan is \$35,255.00

Evangelista holds a second loan through Talmer Bank and Trust for \$26000.00. This loan was acquired in June 2013 in order to improve his credit rating. Acting on advice from his bank, he took out a loan on a 2 year CD with his own money. He gave the bank \$26,000.00 which he pays himself back every month for 24 months with a payment of \$307.00 which is automatically deducted from his bank account. The balance on the loan is \$23,106.00.

### **Criminal History Check**

#### **Arrests**

- 06/12/1986 Minor in Possession of Alcohol – 17 Yrs. Old – Evangelista and three others were cited for possessing cans of Budweiser inside a vehicle. Farmington Hills PD Report 86-12602
- 12/18/1987 Receiving & Concealing Stolen Property – 19 Yrs. Old – Arrested for stealing a pitcher of beer from JW's Saloon. Evangelista found to possess fraudulent identification that he used to get into the drinking establishment (he was not charged with this crime). Farmington Hills PD Report 87-30509.

#### **Citations**

- 08/31/1991 Speed 11-15 over Admitted responsibility  
05/28/2006 Speed 01-05 over Admitted responsibility  
06/06/2008 Accident – Not at fault  
02/20/2009 Defective Equipment Admitted responsibility  
Registration / Plate Violation Admitted responsibility  
08/29/2009 Speed 01-05 Admitted responsibility  
11/30/2009 Speed in Construction Zone Admitted Responsibility  
03/10/2010 Defective Equipment Admitted responsibility  
08/12/2010 Impeding Traffic Admitted responsibility  
10/17/2012 Speed 01-05 over Admitted Responsibility  
08/26/2013 Speed 01-05 over Admitted Responsibility

#### **Civil**

- 01/30/2009 Oakland County Circuit Court - Evangelista filed for divorce from wife Shannon Evangelista. Divorce granted 12/07/2009.
- 02/17/2009 Oakland County Circuit Court - Evangelista served Shannon Evangelista with a Personal Protection Order.
- 05/15/2009 Oakland County Circuit Court - Carl and Linda Evangelista (parents of Ronald) filed civil action against Ronald and Shannon Evangelista. Prior to the divorce, parents of Ronald gave Ronald and Shannon \$145,000.00. When the divorce was eminent, Parents sued Shannon for her half of the "loan". Court decided with parents. Immediately following the court's ruling, Shannon filed for bankruptcy and was successful. "Loan" was never paid back by Shannon.

Ronald and Shannon have two children in common. Their relationship is amicable. Custody shared by both parents. No child support being paid by either party.

#### **Business & Personal References**

All of Ronald's personal and business references spoke well of him. All of the relationships began as early as 8 yrs. ago and extend to 16 years. They consider and describe Ronald as "heady", smart, trusted, respected and dedicated, throws himself into his work, responsible, good father, straight-shooter, hard-working, good person, honest, understanding, fun loving, and business smart. None of his references were aware of any past or present legal problems other than the divorce. Ronald is planning on remarrying soon. He drinks socially and has never been known to abuse alcohol, illegal, or prescription drugs. None of his references were aware of any past or present financial problems. None of his references were aware of any past or present problems with anger. All stated that Robert and his partners would do an exceptional job constructing and running a business with a liquor license. They feel that Ronald and his partners have the knowledge and experience running this type of business and would be a fine addition to the community. Evangelista is partners with Amy (Bulczewicz's wife) and Brouwer operating the Aubree's Restaurant in Dexter, Michigan.

## Rod Cook

---

**From:** William Rodman <william.rodman@gm.com>  
**Sent:** Thursday, January 23, 2014 10:51 AM  
**To:** Teddmwallace@sbcglobal.net; Rod Cook  
**Subject:** ZBA

To Whom It May Concern, I hereby submit my resignation to the ZBA of the city of South Lyon effective immediately.

I thank all of you for the opportunity to serve my community for the past several years.

Respectfully  
William Rodman

Nothing in this message is intended to constitute an electronic signature unless a specific statement to the contrary is included in this message.

Confidentiality Note: This message is intended only for the person or entity to which it is addressed. It may contain confidential and/or privileged material. Any review, transmission, dissemination or other use, or taking of any action in reliance upon this message by persons or entities other than the intended recipient is prohibited and may be unlawful. If you received this message in error, please contact the sender and delete it from your computer.

**CITY OF SOUTH LYON**  
**Application for Appointment**

Date: 8-19-13

Name: MICHAEL P. JOSEPH

Address: 1120 APPALOOSA CT

City, State, Zip Code: SOUTH LYON, MI 48178

Home Phone: 248-446-1798 Business Phone: 248-348-8710

Occupation: VICE PRESIDENT OF ESTIMATING Cell: 248-982-2315

Employer: DEMAYIA BUILDING COMPANY INC.

Education & Related Experience: B.S., M.S. OF CONSTRUCTION MANAGEMENT EMU.

20+ YEARS OF CONSTRUCTION MANAGEMENT AND ESTIMATING OF COMMERCIAL, INDUSTRIAL AND RESIDENTIAL CONSTRUCTION. HOLD MY MICHIGAN BUILDERS LICENSE. COMMUNITY INVOLVEMENT IN SCHOOLS AND YOUTH SPORTS.

Are you a citizen of the United States? Yes  No

Are you in default to the City? Yes  No

Is any member of your family an elected official of the City? Yes  No

If so, who? \_\_\_\_\_

Please select which position(s) you are interested in

Board/Commission	
Planning Commission	<input checked="" type="checkbox"/>
Parks & Recreation Commission	<input checked="" type="checkbox"/>
Board of Review	<input checked="" type="checkbox"/>
Housing Commission	<input checked="" type="checkbox"/>
Zoning Board of Appeals	<input checked="" type="checkbox"/>
Historical Commission	<input type="checkbox"/>
Building Authority	<input checked="" type="checkbox"/>
Beautification Committee	<input checked="" type="checkbox"/>
Cultural Arts Commission	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>

pecial qualifications: I BELIEVE MY EDUCATION AND WORK EXPERIENCE IN CONSTRUCTION AND COST ESTIMATING WOULD BE VALUABLE TO MANY OF THE BOARD/COMMISSIONS.

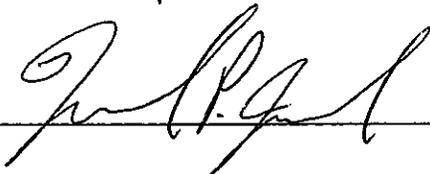
Describe why you are interested in this position: AS A RESIDENT I SEE GREAT POTENTIAL IN THIS YOUNG GROWING COMMUNITY, AND I WANT TO BE A POSITIVE IMPACT. THE DECISIONS MADE TODAY AND IN THE COMING YEARS WILL HELP TO SHAPE THIS COMMUNITY AND I WANT TO HELP IT REACH ITS FULL POTENTIAL.

How long have you lived in South Lyon? SINCE 2007 (6 YEARS)

Previous place of Residence? WHITMORE LAKE, MICH.

References:

1. JUSAN STONE - GRANDE TRONKE HOME
2. Gary Childs South Lyon cycle
3. Philip J. Weipert

Applicant's Signature:  Date: 8-19-13

Please print this application and submit to:

City of South Lyon  
Attn: Clerk's Office  
335 S. Warren Street  
South Lyon, MI 48178  
Tel. (248) 437-1735

You may also copy & paste application into an email message and send to: [jzemke@southlyonmi.org](mailto:jzemke@southlyonmi.org)

<b>For Office Use Only</b>	
Comments:	
Appointed to:	Date:

**RISK**

MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
A U T H O R I T Y

January 13, 2014

Mike Kennedy, Fire Chief  
City of South Lyon  
217 Whipple Street  
South Lyon, MI 48178

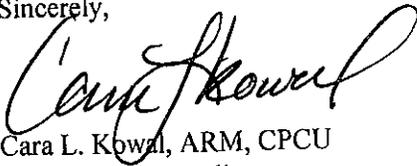
**RE: RAP**

Dear Chief Kennedy:

In accord with your RAP application and documentation for your Blue Card Command System project, I am pleased to enclose our payment in the amount of \$1,347.50.

I commend the City of South Lyon and yourself for taking this risk management initiative.

Sincerely,



Cara L. Kowal, ARM, CPCU  
Risk Control Coordinator

cc: Rodney Cook City Manager  
Ibex Insurance Agency

Enclosure

BOARD OF DIRECTORS

MICHAEL BOSANAC  
Chair  
Monroe County

FABIAN KNIZACKY  
Vice Chair  
Mason County

KATHY REVELS  
Secretary  
City of Mason

RICHARD BURKE  
City of Ishpeming

CURTIS HOLT  
City of Wyoming

DOUGLAS JOHNSON  
Otsego County

PHIL LAJOY  
Charter Township  
of Canton

RICHARD REAUME  
Charter Township  
of Plymouth

JAMES SCHARRET  
City of Southfield

WILLIAM WILD  
City of Westland

MICHAEL L. RHYNER, Executive Director

MMRMA  
To: CITY OF SOUTH LYON

Date: 01/03/2014

Invoice Number	Date	Description	Amount	Paid Amount
BLUE CARD COMMANI	12/31/2013	RAP G13-02-2242	\$1,347.50	\$1,347.50

TOTALS:                                        
                                   \$1,347.50           \$1,347.50

MMRMA  
To: CITY OF SOUTH LYON

Check Number: 123327  
Date: 01/03/2014

Invoice Number	Date	Description	Amount	Paid Amount
BLUE CARD COMMAN	12/31/2013	RAP G13-02-2242	\$1,347.50	\$1,347.50

TOTALS:                                        
                                   \$1,347.50           \$1,347.50  
PRINTED IN U.S.A.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER.



**MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
AUTHORITY**

14001 MERRIMAN • LIVONIA, MI 48154

Comerica Bank, NA

072000096

123327

**DATE**  
Jan 3, 2014

**AMOUNT**  
\$1,347.50

Pay One Thousand Three Hundred Forty Seven Dollars And 50 Cents  
to the Order of:

CITY OF SOUTH LYON  
335 S. WARREN  
SOUTH LYON, MI 48178



SECURITY FEATURES INCLUDED. DETAILS ON BACK.

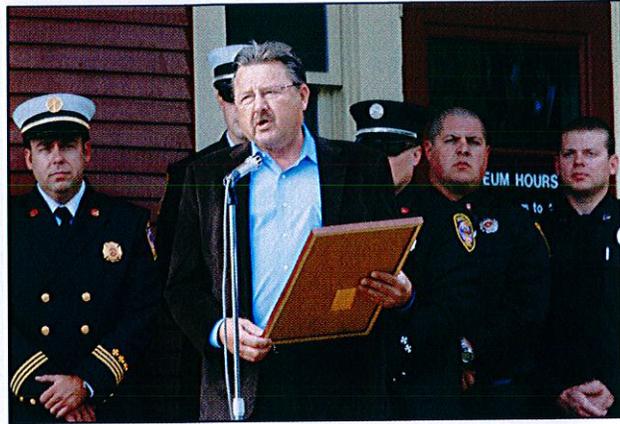
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# SOUTH LYON FIRE DEPARTMENT 2013 ANNUAL REPORT

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(Left) 2<sup>nd</sup> Alarm structure fire on Orchard Ridge Drive.

(Upper right) State Senator Mike Kowall present a proclamation signed by Governor Snyder marking SLFD's 120<sup>th</sup> anniversary.

(Lower right) Confined space training at the Waste Water Treatment Plant.

## Message from the Chief

In 2013, the South Lyon Fire Department continued to make enhancements to its organization, operation, and administration. This success would not have been possible without support and assistance from the City Manager, Mayor, City Council, city staff, and city department managers, along with that of the fire officers and firefighters. The following report outlines many of the accomplishments that occurred during 2013.

2013 significant accomplishments:

- All fire officers have completed 50 hours of online command training via a MMRMA grant.
- Hosted confined space rescue course.
- Celebrated 120 years of service to the City of South Lyon
- Set new specifications for firefighter turnout gear.
- Work with private hydrant system owners to ensure operational readiness.

It is an honor to serve as your Fire Chief, and I look forward to leading the South Lyon Fire Department in further progress.



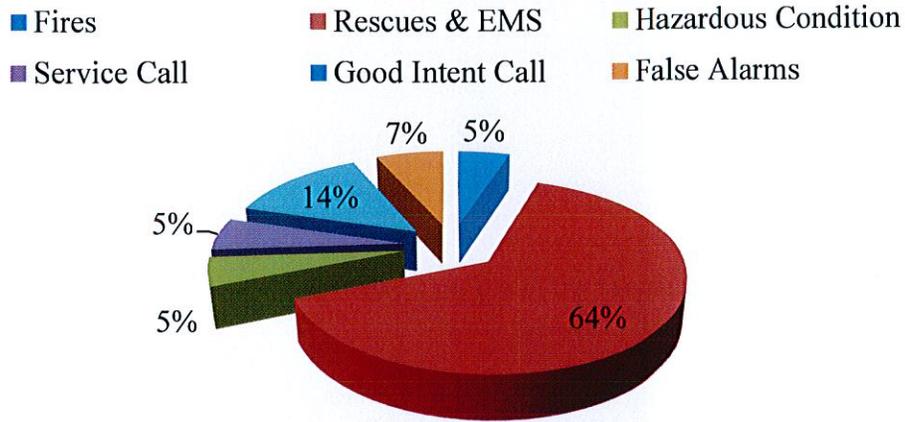
*Chief Mike Kennedy*

**Incidents**

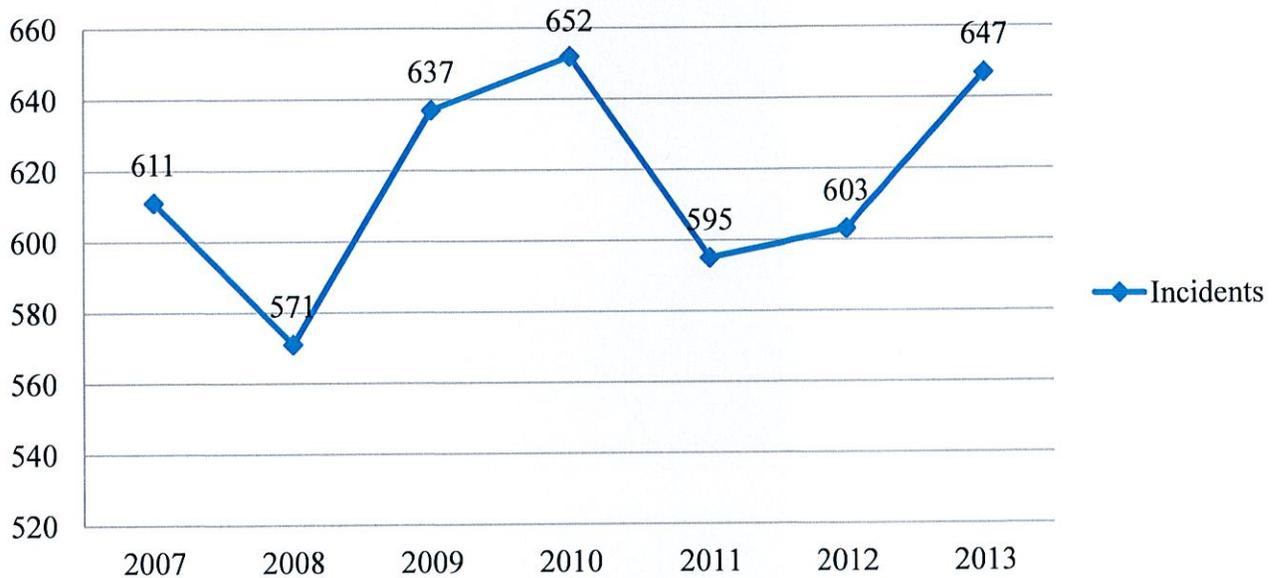
- 🚒 Total average response time: 6 minutes 37 seconds
- 🚒 Eleven (11) structure fires in the City of South Lyon
  - \$2,760,500 in pre-fire value
  - \$2,524,200 in property saved
  - \$236,300 in property lost

	Structure fires	21	
	Cooking fire	6	
	Other	6	
<b>TOTAL - Fires</b>			<b>33</b>
	Medical Assist	399	
	Vehicle crash with injuries	13	
	Other	2	
<b>TOTAL - EMS</b>			<b>414</b>
	Natural gas leak	6	
	Carbon Monoxide	2	
	Power line down	11	
	Vehicle crash without injuries	7	
	Other	6	
<b>TOTAL - HAZARDOUS CONDITION</b>			<b>32</b>
	Public assistance	6	
	Coverage, stand-by	20	
	Other	10	
<b>TOTAL - SERVICE CALL</b>			<b>36</b>
	Cancelled incident	78	
	Smoke scare, odor of smoke	5	
	Other	6	
<b>TOTAL - GOOD INTENT</b>			<b>89</b>
	Smoke detector unintentional	14	
	Smoke detector malfunction	7	
	Carbon monoxide detector malfunction	8	
	Other	14	
<b>TOTAL - ALARMS</b>			<b>43</b>
<b>TOTAL - INCIDENTS</b>			<b>647</b>

### 2013 Incident Comparison



### Annual Incident Comparison



### Mutual Aid Incidents

#### Green Oak Township

Given 26  
Received 7

#### Lyon Township

Given 14  
Received 7

#### Brighton Area

Given 1  
Received 0

#### Salem Township

Given 1  
Received 0

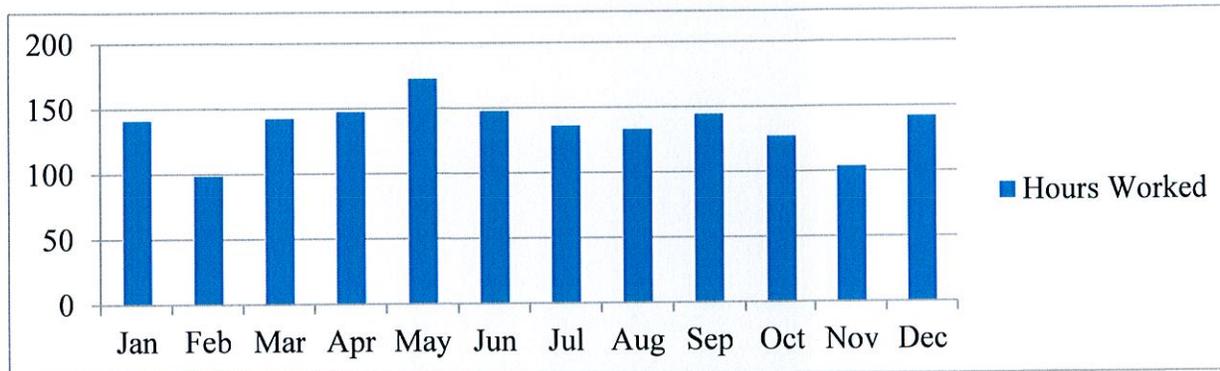
## Human Resources

- Lieutenant Craig Johnston retired after serving 20 years with the South Lyon Fire Department and 37 total years in the fire service.
- Firefighter Paul Trala retired after 10 years.
- Promotions
  - Dan Hammon promoted to Assistant Chief
  - Mike Weir promoted to Captain
  - Jeff Noechel promoted to Lieutenant
  - Cory Armstrong promoted to Sergeant
- New Hires
 

○ Tim Esper	○ Dexter Kernohan
○ Eric Bromley	○ Rob Glenn
○ Dan Stanisz	○ Shawn Hitchcock
○ Lauren LaCroix	

## Fire Chief Hours Worked

 Detailed summary available upon request. 1,635 hours worked.



## Day Shift Program

Staffing is at its lightest during weekdays when the majority of on-call personnel commute out of the City to their fulltime jobs. This phenomenon is shared nationally by paid-on-call fire departments. Additionally, the fire department has a regular need for personnel to be available during regular business hours to allow contractors access to perform vehicle and facility maintenance, answer citizen inquiries, accommodate public education requests, inspect hydrants, and conduct fire inspections.

In order to address this predicament, on-call personnel have been assigned to work on-duty day shifts Monday through Friday from 7:00 AM to 4:00 PM. As a cost savings measure, the Fire Chief normally fills the shift on Friday. Personnel are expected to perform work during this period, and a daily log is submitted to the Fire Chief. This shift program has ensured consistent and rapid response to weekday emergencies. Additionally, it has significantly improved apparatus, equipment, and facility maintenance.

## Technology

In July, SLFD started using a software called "I Am Responding." This software ties directly into Novi Regional 911. It allows the dispatcher and fire officers to see how many staff are responding on an incident. Additionally, it provides a redundant notification pathway to our Minitors (radio pagers). This system has applications for Droid and iPhone, which allows staff with these devices to indicate they are responding, their response time to the fire station, and view a map of incident location. This system is also used for scheduling of all fire department events including training, day shift, and public education events.



(left) A monitor was installed in the fire station apparatus bay to allow staff to quickly view who is responding to an incident.

## Fleet

A 2005 Crown Victoria, which previously served as a South Lyon Police Department cruiser, was sold and replaced with a 2013 Jeep Patriot. This vehicle is used by staff to attend trainings such as EMT and fire academy along with conducting fire inspections and other business activities.



## Hydrants

This was the second year that the fire department has had primary responsibility for public fire hydrant inspection and maintenance. A significant amount of time was spent liaising with the representatives from the numerous private hydrant systems to ensure operational readiness of these private systems. The fire department was also very engaged with the water improvement project. SLFD provided guidance on hydrant locations and worked with the contractor and South Lyon Water Department through various matters that arose throughout the project.



-  200 hydrant inspections
-  189 hydrant flushes

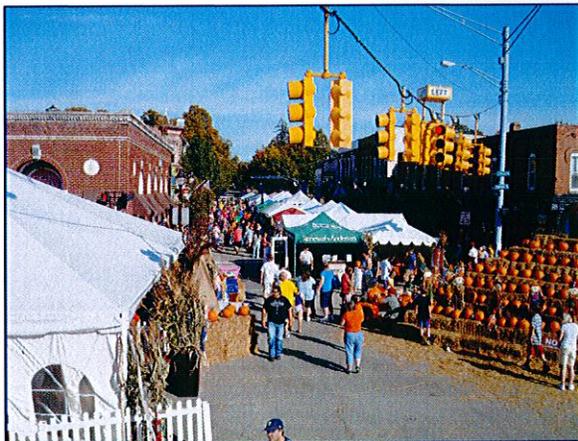
## Fire Prevention Bureau

With local economic improvement, the fire prevention bureau witnessed a steep increase in activity. Lt. Jeff Noechel serves as the fire inspector and coordinates the daily functions of the Fire Prevention Bureau. He averages sixteen hours per week, which includes field inspections, application reviews, and special projects.

Chief Kennedy maintains the title and role of Fire Marshal and reviews any appeals from local businesses on fire code violations. Chief Kennedy and Lt Noechel collaborate on large or special projects to research and craft the fire department's position statement and requirements.

### 2013 Accomplishments:

- 🚒 Two major community events with occupancy load calculations
- 🚒 Two minor community events with occupancy load calculations
- 🚒 Two sprinkler tests due to system modification
- 🚒 Three business site relocations within the city limits
- 🚒 Four tent applications
- 🚒 Five major business renovations
- 🚒 Twelve sets of architectural prints reviewed
- 🚒 Thirteen new businesses opened within the city
- 🚒 Seventy-seven key box checks
- 🚒 Ninety-nine annual fire inspections
- 🚒 Oakland 40 review and recommendation



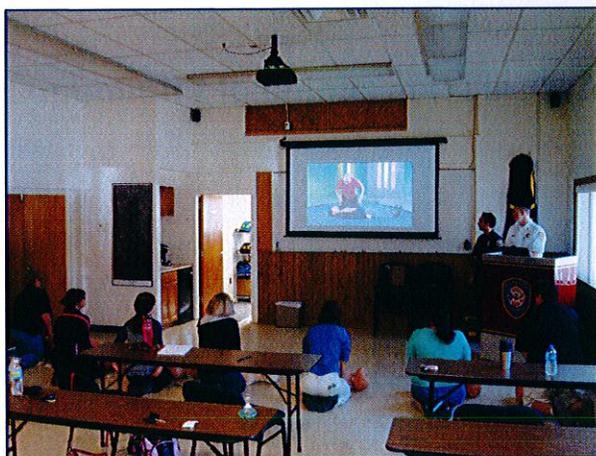
(Left) Fire Prevention Bureau works with groups and businesses to calculate occupancy loads to ensure guest safety. Pictured is the main tent for Pumpkinfest, which presented a variety of challenges given the location and size.

The focus of an inspection is to identify and correct problems that may lead to a fire, delay notification of a fire, and to remove any obstacles that may impede or block egress from a building. Below are the top five (5) most cited fire code violations in the City of South Lyon:

1. Out-of-date annual maintenance / service on portable fire extinguishers.
2. Egress lighting / exits signs found non-functioning.
3. Combustible storage too close to furnace / hot water heater.
4. Unsecured compressed gas cylinders.
5. Electrical / service panels found blocked.

## Community Relations and Fire Safety Education

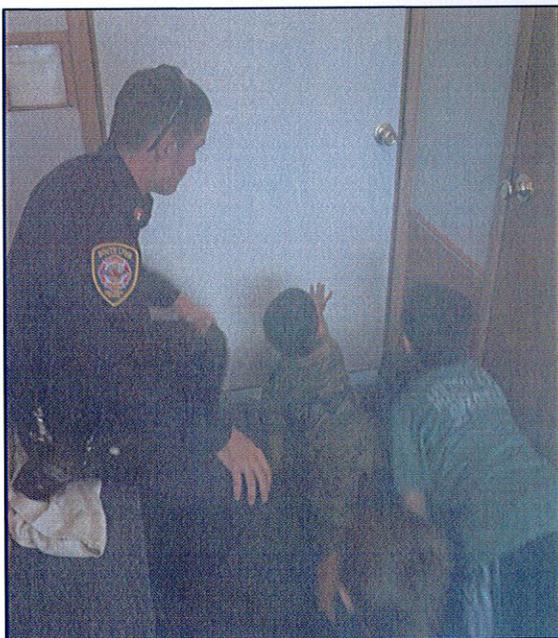
- 👤 Participated in thirty-eight public education activities ranging from school presentations, station tours, varsity football stand-bys, and presence at community events.
  - Seven second grade class presentations at Barlett and Sayre Elementary Schools
  - Three fire service career presentations at South Lyon High School
  - Two fire truck rides for fire safety coloring contest winners
  - Nineteen citizens certified in CPR
- 👤 Installed fifty nine smoke detectors.
- 👤 2013 marked the 120<sup>th</sup> Anniversary of the South Lyon Fire Department. To mark this event, SLFD had a large contingency at Depot Day. This was done in lieu of the fire department's normal open house. Due to the success of this event, SLFD plans to no longer have an open house, but instead have a large presence at Depot Day.



(Left) South Lyon firefighters teach CPR and first aid courses to residents.



(Right) Firefighters show citizens fire apparatus during the 2013 Depot Day.



(Left) During Depot Day, firefighters use the smoke house to teach children how to escape during a fire by checking doors prior to opening them.

## Training

- 👤 In 2013, staff completed 5,558 hours of training. This is compared to 4,850 hours in 2012 and 2,819 in 2011. This increase is due to having multiple recruit firefighters enrolled in the fire academy and EMS courses, all fire officers completing the Blue Card Command online training, and additional training opportunities for all firefighters.
- 👤 Live fire training sessions were conducted at the Hamburg Township Fire Department burn tower and City of Wixom burn towers.
- 👤 Trial runs of an annual competency process for all staff were conducted. This competency will become mandatory in 2014.
- 👤 Numerous opportunities were provided for firefighters to attend advanced training courses such as large vehicle extrication, advanced extrication techniques, aerial platform operator, engineer, and officer development.
- 👤 Firefighters Achatz, Esper, Bromley, LaCroix, and Interim Sergeant Moynihan all completed an Emergency Medical Technician (EMT) course through Huron Valley Ambulance.
- 👤 Firefighter Achatz completed the Livingston County Fire Fighter Training academy at the Brighton Area Fire Department, which included over 250 hours of training.



(Left) Firefighters participate in live fire training evolutions at the Wixom burn tower. There is no substitute for live fire training evolutions. These training sessions teach firefighters air management, hose line advancement, accountability, communications, fire suppression, and team work.

(Right) Four SLFD firefighters completed a State of Michigan Pump Operator course hosted by Brighton Area FD in the spring.

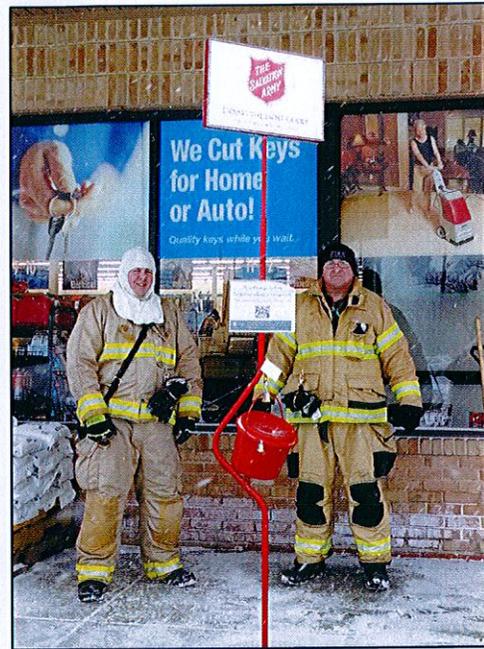




(Left) Chief Kennedy (far left) stands with Captain Weir, Sgt Armstrong, Firefighter Achatz, Lt Shekell, and Lt Noechel following FF Achatz's completion of Firefighter I & II and graduation from the Livingston County Fire Fighter Training Academy.

(Below) Firefighters donated their time to ring the bell to raise money for the Salvation Army at Busch's and ACO Hardware.

(Below) SLFD poses for a picture at the Witch's Hat to celebrate 120 years of service.



(Below) In 2013, SLFD conducted six joint training sessions with the Lyon Township Fire Department. Two of these exercises involved fire ground evolutions, while the remaining four trainings focused on emergency medical care.





(Left) Firefighters conducted door to door smoke detector checks in target areas. This program has already had a return on investment, for there was one cooking fire in a residence where SLFD had installed new smoke detectors.

(Right) Firefighters participated in a chili cook off at Liberty Chevrolet to raise money for the Great Lakes Burn Camp. SLFD won at competition and split the \$1,500.00 prize with the Lyon Township Fire Department.



### Firefighter of the Year

(Right) Chris Demeniuk (pictured on the left) was selected by the fire officers as the 2013 Firefighter of the Year. FF Demeniuk has served with SLFD since July 2011. Chris is an engineer with Ford Motor Company and has taught several courses on vehicle extrication and alternative fuel vehicles. Chris is also very active with our community outreach and public fire education programs.



# **Aubree's**

## **PIZZERIA & TAVERN**

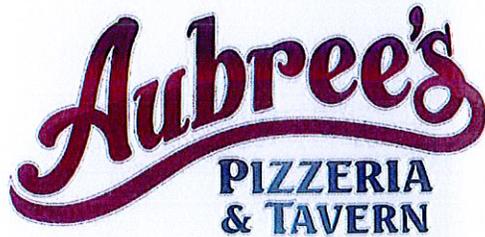
**21775 Pontiac Trail, Unit 8, South Lyon, Michigan 48178**

**Lyon Capital, LLC  
Application for New Class C Liquor License  
South Lyon, Michigan  
Submitted by: Linda S. Mayer, Esq.  
Adkison, Need & Allen, P.L.L.C.**



## TABLE OF CONTENTS

1. Introduction
2. Menu
3. Photographs of menu items
4. Aubree's Pizza fund raiser programs and events
5. Articles and awards
6. Floor Plan
7. Rendering
8. Site Plan



## *Aubree's Pizzeria & Grill*

Lyon Capital, LLC

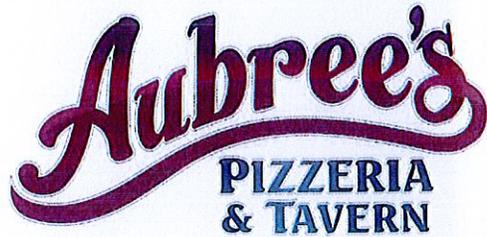
### The Concept

Lyon Capital, LLC ("Lyon Capital") will do business as Aubree's Pizzeria & Grill ("Aubree's"). Aubree's will be located in the Glenwood Plaza, in a space formerly occupied by a Big Boy Restaurant. Lyon Capital is a franchisee of the Aubree's Pizzeria & Grill concept, which has other locations in Northville, Ypsilanti Township, Marquette, Howell, and the original location in Depot Town/Ypsilanti (opened by Bill and Sandee French in 1972).

Aubree's lunch and dinner menu features gourmet specialty pizza, build your own pizza, fresh baked breads, salads, wraps, pub sandwiches, burgers, calzones, tasty pasta dishes and comfort food full entrees. At lunch, Aubree's also offers a pizza/salad/soup buffet.

Aubree's mission is to provide top-quality, freshly prepared meals at a reasonable price, in a casual family-friendly environment. The communities in which Aubree's are located have helped shape what they are today and will determine what they become in the future.

Issuance of the Class C Liquor License would enable Aubree's to be a full-service restaurant, serving beer, wine, and spirits for consumption on the premises. The Class C license is essential to the concept, and the success, of the restaurant. Aubree's will additionally be applying for a Specialty Designated Merchant ("SDM") license. The SDM license will allow it to sell beer and wine to go with food orders.



Aubree's commitment is to be deeply rooted in each community in which it is located by being active and supporting local schools, charities and organizations. Aubree's locations host fundraiser events, including "Dine to Donate," and Spaghetti Dinner fundraisers. Aubree's prides itself in treating each one of its customers as part of the Aubree's family and further broadening its sense of community by creating memories with its guests that last a lifetime. Aubree's is looking forward to South Lyon becoming part of its growing family.

Aubree's will also host private parties, such as team parties, bridal showers, birthday parties, etc.

Aubree's will have 50-60 full and/or part-time employees. There will be one general manager and four assistant managers. The Partners will hire as many South Lyon residents as possible, and continue to nurture their new business so that it grows and becomes a success in the City of South Lyon.

Aubree's has a seven-year lease for the premises, with three five-year options, allowing for a long-term relationship and future in South Lyon.

### The Applicant

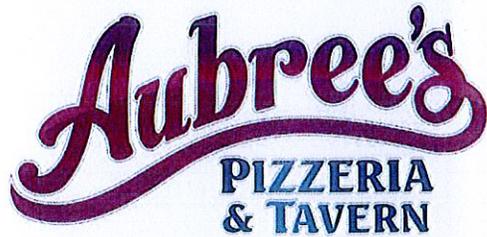
Lyon Capital, LLC is owned equally by Ron Evangelista, Steven Brouwer and Robert Bulszewicz ("Partners").

Mr. Evangelista, Mr. Brouwer, and Mr. Bulszewicz's spouse have owned and operated an Aubree's in Dexter, Michigan since 2011.

The Partners plan to invest \$500,000.00 in the renovation of the space and will use personal funds to finance the project from their savings and earnings.

### Building:

Aubree's will have seating for 148 patrons, which includes 18 seats at the bar, and also a banquet room. The approved plan has an outdoor seating area enclosed by decorated railings and planter boxes to block the view of the traffic on Pontiac Trail.



### Hours of Operation

The hours of operation for the restaurant will be 11:00 am to 11:00 pm Monday-Thursday, 11:00 am to midnight on Friday and Saturday and 11:00 am to 10:00 pm on Sunday.

### Planning Department/City Council Approval

The Planning Commission approved the plans on January 9, 2014. It is now before you, the City Council, for consideration.

The Partners recognize that this is a very tough time in America, and hope to bring new vitality to the community. The partners are experienced, with a proven track record in the business, and they will continue to work hard to bring that same success to the City of South Lyon, making the new Aubree's a wonderful place for its residents to gather, dine and be entertained.

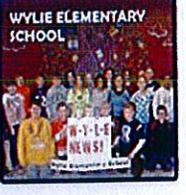
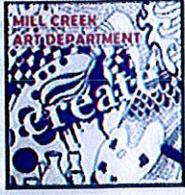
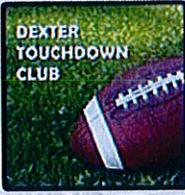
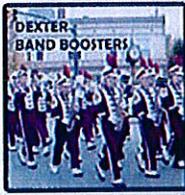
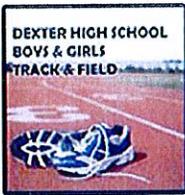
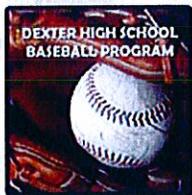
# Aubree's

PIZZERIA  
& TAVERN

## VOTE FOR YOUR FAVORITE DEXTER PROGRAM!

Help Them Win A \$1,000 Community Grant From Aubree's

Click on the voting page below



## WE'RE GIVING BACK!

Earn money for your local charitable organization. Give your favorite Aubree's location a call for details



# Aubree's

PIZZERIA  
TAVERN

## Aubree's

PIZZERIA  
& GRILL

### Dine To Donate

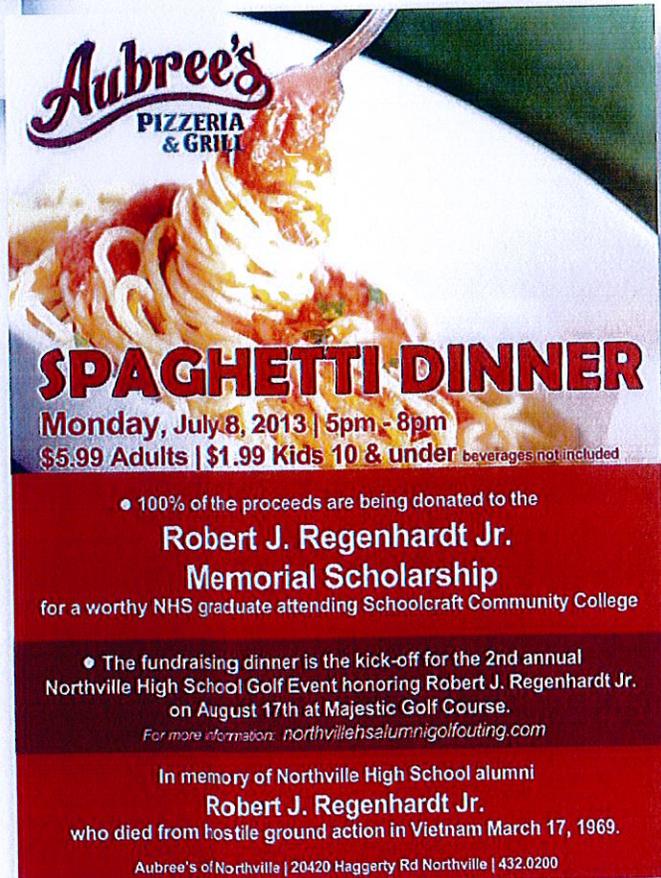
Dine at Aubree's and 15% of your  
bill will be donated to

Fans For A Cure

Present this flyer to your Server on  
Date: Tuesday, January 14  
From: 11:00am - close

Only valid at the following Aubree's Location  
4433 E. Grand River  
Howell | 517.552.9999

Donation percentage excludes tax, tip & alcohol sales. Valid at participating restaurants during specific hours. Must present flyer in order for organization to receive credit for purchase. Flyers are not to be distributed in the restaurant or within the perimeter of the parking lot. Doing so may forfeit donations. Aubrees.com



**Aubree's**  
PIZZERIA  
& GRILL

## SPAGHETTI DINNER

Monday, July 8, 2013 | 5pm - 8pm  
\$5.99 Adults | \$1.99 Kids 10 & under beverages not included

- 100% of the proceeds are being donated to the  
**Robert J. Regenhardt Jr.  
Memorial Scholarship**  
for a worthy NHS graduate attending Schoolcraft Community College
- The fundraising dinner is the kick-off for the 2nd annual  
Northville High School Golf Event honoring Robert J. Regenhardt Jr.  
on August 17th at Majestic Golf Course.  
*For more information: northvillehsalumnigolfouting.com*

In memory of Northville High School alumni  
**Robert J. Regenhardt Jr.**  
who died from hostile ground action in Vietnam March 17, 1969.

Aubree's of Northville | 20420 Haggerty Rd Northville | 432.0200

# Aubree's

PIZZERIA  
& TAVERN

Trick or  
Treat  
with us

**Aubree's**  
PIZZERIA  
& GRILL

Bring the  
Kids in  
Their  
Costumes

Wednesday,  
October 30th  
5:30pm - 8:30pm

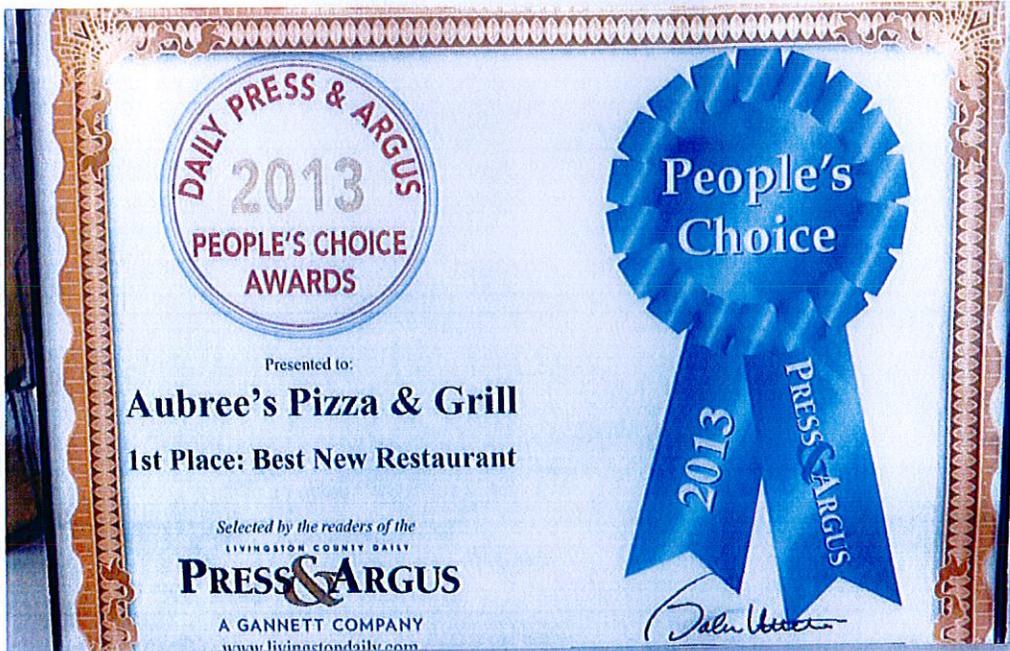
and  
walk  
through  
the  
haunted  
secret  
room

2122 Whittaker Rd.  
734.483.1111

**Kids Halloween Buffet \$4.99**  
Halloween Pizza, Bat Wings, Cheesy Worms,  
Witch Fingers, Apples & Caramel

# Aubree's

PIZZERIA  
& TAVERN



Dexter Leader > News

## **DEXTER: Aubree's hires in droves at local job fair**

Monday, July 11, 2011

By Sean Dalton  
Heritage Media

Local resident Jessica Reeves was one of several dozen lucky job seekers who secured employment at the new Aubree's Pizzeria & Tavern franchise location in Dexter during the company's second job fair event.

On July 6 and 7 from 9 a.m. to 4 p.m. folks streamed into the Monument Park building to apply for positions ranging from kitchen staff to bartenders to waitress and host positions. The company hopes to employ about 78 people at the location.

Reeves said that she was impressed with how smoothly the job fair event went. It was her first time attending a job fair, thanks to seeing the signage out front of the now defunct North Point Seafood & Steak House location.

She submitted her resume on the Web as soon as the company posted listings online.

She's been working as a waitress at a pizzeria in Ann Arbor that's seen business fall off during the summer months while U-of-M students are on break.

Reeves felt that such experience helped make her case for one of the open positions, along with her other credentials, which include experience working at Grand Traverse Pie Company on Zeeb Road in Scio Township.

"It was a great experience ... very quick and easy," Reeves said. "They were very professional and straight to the point, which is what I like."

Some of the applicants were on equal footing, especially if they were interviewed by co-franchisee Amy Bulszewicz, who was herself enjoying the new experience of being on the interviewer's side of a job fair.

Bulszewicz, a Pinckney resident, co-owns Dexter's Aubree's with Ron Evangelista, both of whom have their background in the construction business. She has been driving through town for years, so when she heard about North Point's closure the partners began moving fast to fill the vacuum left behind.

"It's been an amazing experience ... we had about 15 people lined up when we went to open our doors this morning," she said of the Wednesday fair date. "We've seen some great applicants, some wonderful experience and a lot of Dexter residents."

By about 10:30 a.m. Wednesday, Bulszewicz had interviewed a half-dozen applicants and the kitchen staff had seen over 20 people in its search for kitchen crew members, some of whom will be working with Brennan Love, an assistant kitchen manager who moved from the Novi Aubree's to a top spot at Dexter's location.

Love moved to Michigan from out of state, attended the first Aubree's job fair when the Novi location opened nearly two

years ago and hasn't looked back since.

"The process was just very easy-- I was there 10 minutes and had a job like that," Love said. "They are a good company to work for ... great reputation, I couldn't say a bad thing about them if I tried. I mean, two years and I'm already a manager."

He hopes to be a full-fledged kitchen manager in short order and is looking forward to relocating to Dexter and becoming a member of its community.

"This town is great ... it seems like everybody knows everybody around here, and that's a good thing. Hopefully, as we open even more stores I'll become a kitchen manager and from there be able to help the company expand even further."

Company co-owner Andy French says that he has been pleased with how his company's initial foray into franchising has gone thus far. Dexter's location is the fifth in the company, which started in Ypsilanti and added a second location in that same area before opening another in Marquette and a fourth in Novi.

According to the International Franchise Association's outlook study for 2011, the number of franchise locations in the United States is expected to expand from 765,723 last year to 764,802 by the end of the current year, with the number of jobs existing at franchises across the country growing by nearly 200,000 positions to 7.8 million jobs on franchise sales output that is expected to grow \$33 billion or 4.7 percent to \$739 billion by year's end.

"This is our first franchise-owned store, and we're very excited about having it in Dexter," French said, adding applause to the community for attracting enough people to double its population to over 4,000 residents between the last two U.S. Census reports.

French said that he made sure to replicate exactly what was done during the job fair in Northville two years ago, due to how well it went in terms of connecting his company with quality employees. At that first job fair more than 350 applicants came in seeking the open positions, which impressed upon him its effectiveness as a hiring tool.

"We've retained a good number of people from our first job fair ... our Northville store will have been opened for two years this September and many of the faces there have been with us since the beginning."

French said that his company prides itself on offering a great deal of lateral and upward mobility for employees.

"One of our beliefs as a company is in giving people a real opportunity to grow with the company ... it's good for employee retention, it's good for morale," he said. "You want to be able to feel that you can move up when you're employed somewhere and we understand that."

Aubree's as it exists today began in 1980 as a simple beer and wine establishment in Ypsilanti's Depot Town. Owned by French's grandparents, his father and uncle, Bill and Gerry French took the family business over after coming back from serving in Vietnam.

Over the years the two family-minded veterans veered their business to a more family-friendly focus with an eye to expanding the food side of their operation, which is now Aubree's core business.

French, who attended Michigan State University, has worked in the restaurant business all of his life and studied finance in Lansing, before coming home to the family business.

"It's funny, my dad got a degree in robotics back in the '70s, but when he got back from the service with my uncle, there was an opportunity and they bought the store off of my grandfather and built it up from there," French explained, adding

that he's excited to write the next chapter in his family company's history in the village of Dexter.

Ron Stevens of the Michigan Small Business & Technology Development Center, was on site to assist Aubree's management with the job fair and any other concerns that came up.

Bulszewicz said she is looking forward to getting her new business up and running so she can begin the process of transitioning her business mindset and style from that of the construction industry to the food services industry.

"I'm very excited to get this place going ... I feel like I have control right now (while construction work is still going on inside the building), but the restaurant industry is unfamiliar, new and challenging," she admitted. "But I'm not too worried, because the feedback from the community has been amazing. I've driven through Dexter for over 10 years now and all I see are families, walking around and hanging out at the Dairy Queen. And that's what we're about - this has always been about families.

"I knew this sort of restaurant would be such a good fit here."

Specials and promotions are still in the works, but Bulszewicz teased a promotion for parties of four involved a very affordable dinner-for-four including pizza, salad and drinks. Aubree's also offers "more sophisticated" pasta dishes for adults and teenagers, as well as personalized pizzas and an all-you-can-eat pizza and salad bar.

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Dexter Leader > News

## **DEXTER: Aubree's franchise opens to high praise at VIP party**

Wednesday, July 27, 2011

By Sean Dalton  
Heritage Media

After serving friends and family, the Dexter Aubree's franchise owners and company founders held a private party for local dignitaries, business owners and other fixtures in the Dexter community on July 24.

Kim and Tom Covert, a member of the Dexter Community Board of Education and the village's Downtown Development Authority, each said that they were excited for the Dexter franchise to ramp up from dinner to full operation.

"I've had their pizza before at their Ypsilanti location and eaten there several times -- I haven't been disappointed yet," Tom said.

Kim was impressed with the spinach and feta bread, one of three or four sample items that were served on trays by some of the 80 employees hired during the job fair held earlier this month.

"It's wonderful ... I was so disappointed when this space became vacant," she said.

Kim said that the family focus is appealing to her as a mother who is interested in catering to the needs of children: both her own and those that her school district serves.

Chamber of Commerce Vice President Joe Nowak brought a party of friends and family to experience Aubree's, which he said was a positive experience.

"It's exciting getting this place filled so fast," he said. "The vacancy lasted such a short time."

He considered that fast turnaround a positive indicator of the resilience of the Dexter business community and the appeal of the Dexter area that has been built up through the region and state through positive word of mouth.

"We seem to have the ability to quickly fill spaces once they become empty and these people have shown themselves to be very active and forthcoming in wanting to be involved, which I appreciate as the chamber vice president, a business owner and a local resident."

Former Dexter Community Schools Superintendent John Hansen also made an appearance and said that Aubree's arrival in the visibly-vacant former Northpoint Seafood & Steakhouse space came just in time to spruce up the village for the 2011 Dexter Daze.

"It's just really bad to have a vacancy in your downtown ... it's like having a big missing tooth, especially with a building

that's this prominent," Hansen said. "From everything I've read about the family, these appear to be very, very smart people, and they wouldn't come here unless they had faith in the market.

"It's a vote of confidence in the community that they would be willing to invest here."

Franchise co-owner Amy Bulszewicz credited her construction background working with A.R. Brouwer one reason that Dexter's Aubree's was ready for primetime given the short construction window.

"That's the only way it happened in the very condensed construction schedule we had," Bulszewicz said, adding that the Aubree's founders Bill and Aubrey French had a bet going on whether she would make the July 25 opening date.

She didn't say which founding brother had to pay up, but joked about relishing that the bet against her was the losing one.

"The French family has been incredibly supporting," she said. "And it doesn't hurt that we continue to hear awesome things about the menu and the food from both newcomers and people who are already familiar with the Aubree's menu from other stores.

Bulszewicz said she felt somewhat like a victim of her business's success.

"I was hoping to quietly have a soft opening and slowly phase in lunch and delivery, but it seems like everybody knows what we're doing before we do it."

She said that she's most looking forward to being opened during Dexter Daze next month to fill up the patio and round bar from the festivals always ample foot traffic.

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Dexter Leader > News

## **DEXTER: Restaurants' fundraisers continue adding to Dexter Relief Fund; Sum now totals nearly \$110,000**

Tuesday, March 27, 2012

By Sean Dalton

[sdalton@heritage.com](mailto:sdalton@heritage.com)

Twitter: [@seankdalton](https://twitter.com/seankdalton)

Everyone had a reason for being drawn out for dinner in Dexter March 26.

Monday evening's fundraisers at Dexter's Aubree's Pizzeria & Grill and Katie's Food & Spirits took a baton of support that the community's residents and businesses have kept in motion continuously without fail.

Debra Sgroi and her family were at Katie's Food & Spirits at 6:30 p.m. at the adorably irresistible behest of little Cassidy Sgroi, who attends Generations Together across the street.

"When I picked her up from day care today, she said, 'We're going to go over there under the tent and have spaghetti for the tornado people,'" Debra said of her determined 5-year-old's urging.

"I said, 'OK, we're going to have dinner for the tornado people,'" she said.

The Sgrois, like virtually everyone in the tight-knit community of about 4,000 people, personally know of people who have been affected, so the fundraiser isn't just a conceptual expression of charity. The need is a walk away.

Angela Kitchen, owner of Katie's, said that the idea for the fundraiser was thanks to her new staff, which met shortly after the tornado to brainstorm ideas for how their establishment could lend a hand, or fork, in this case.

"About 20 regulars made sure that the word got out and helped make the food," Kitchen said.

Country Market and Gordon's Food Service provided the material support, Kitchen said, while her staff worked extra time during the fundraiser to better serve the large crowd of folks who paid \$10 to get into the dinner.

"I try to stay in the back, but our front manager Eric told me that he was approached quite a bit to be thanked ... we enjoyed doing this for the community," she added.

Over at Aubree's, which offered to donate 20 percent of sales for the entire business day to the Dexter Relief Fund, PJ and Ross Martin sat sipping wine at the bar, enjoying an evening of each other's company.

"We decided to come out when we saw it in (The Dexter Leader)," PJ said. "Luckily our friends and family are doing well, but there's so much work that needs to be done."

The couple has been out to help with some of the cleanup efforts. They thanked all of the volunteers who came out with chainsaws to deal with felled trees, which continue to be a source of relief effort work.

"We're just lucky that nobody was hurt ... in the end we were didn't lose anybody," Ross said. "The rest will be done and Dexter will take care of its people."

At the other end of the bar, Matthew Schulte sat with some friends eating and chatting. He didn't know about the fundraiser beforehand but said that it made him feel even better about coming out that night.

"It's nice to know that some of this is going to help people who need it; had I known, I might have come out sooner than I did," he said.

The bar at Aubree's has also been a hangout for some of the displaced residents, according to Amy Bulszewicz, who began supporting the community in the hours after the tornado with donations of food and beverages to the American Red Cross shelters and even some of the police working the road blocks in town.

"We've seen a lot more young people and people in general out since the tornado hit," Bulszewicz said. "We've had a warm feeling knowing that the tornado brought people out causing them to support each other one-on-one."

"It's still a tragedy that this happened, but some small amount of good has come of it in that way."

Neither business owner had a tally of funds raised yet, but the effort to support those affected by the tornado is ongoing and strong, based on talking to various community figureheads.

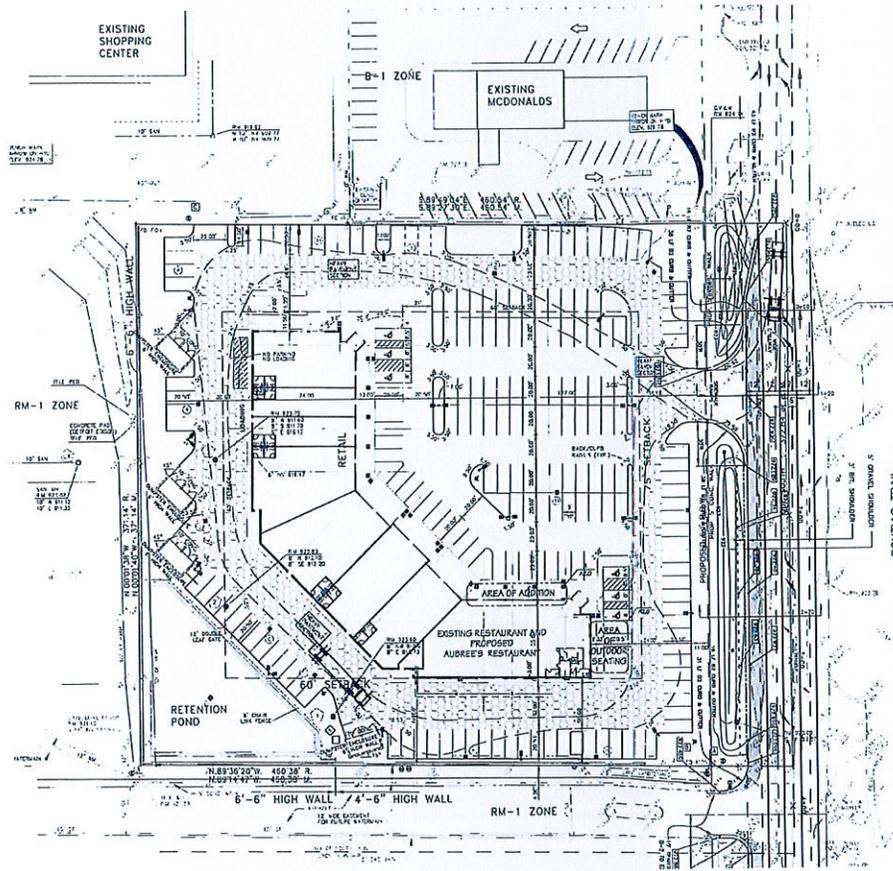
Saturday's Dexter Wellness walk raised nearly \$12,000 at most recent count, adding to the overall relief fund push for dollars to help families who have incurred costs from storm damage to their homes despite having insurance.

The fund has received nearly \$110,000.

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URL: [http://www.heritage.com/articles/2012/04/02/dexter\\_leader/news/doc4f720e39932f9313185671.prt](http://www.heritage.com/articles/2012/04/02/dexter_leader/news/doc4f720e39932f9313185671.prt)

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**VICINITY MAP**  
 SCALE: 1" = 100'  
 PART OF THE NEARBY 1/4 OF SECTION 19, T4N, E2E, CITY OF SOUTH LYON, MICHIGAN. THE PROJECT SITE IS SHOWN IN RED. THE VICINITY MAP IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY. THE PROJECT SITE IS SHOWN IN RED. THE VICINITY MAP IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY.

**EXISTING SITE DATA**  
 SOILS: UNCLASSIFIED  
 ZONING: RM-1  
 DISTRICT: COMMERCIAL  
 LOTS: 14  
 BUILDING AREA: 14,000 SQ. FT.  
 RETAIL BUILDING: 14,000 SQ. FT.  
 UTILITIES: 14,000 SQ. FT.  
 RETAIL BUILDING: 14,000 SQ. FT.  
 UTILITIES: 14,000 SQ. FT.

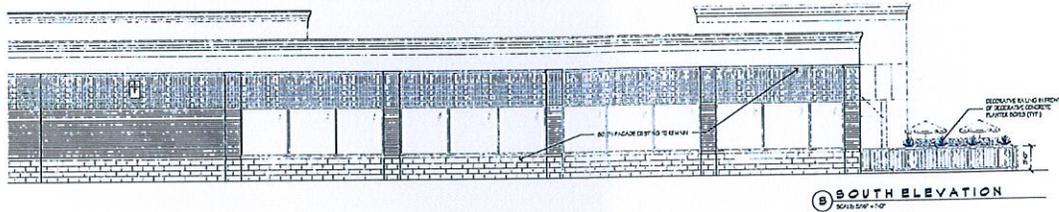
**CODE SUMMARY**  
 AUBREE'S SOUTH LYON  
 21775 PONTIAC TRAIL, SOUTH LYON, MI 48178



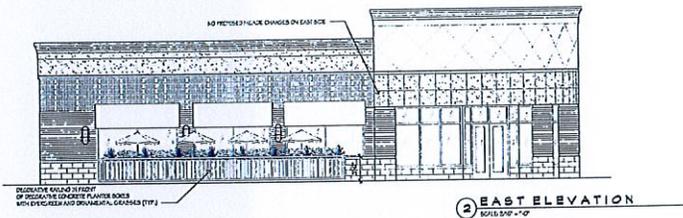
**EXISTING SITE PLAN**  
 10/15/2017

<b>ANALYSTS</b> 53004 Naffire Ct. South Lyon, MI 48178 ph: 248-606-0224 roger.berent@rja.com	<b>Legal Property Owner</b> GLENWOOD SOUTH LYON LLC 21775 PONTIAC TRAIL SOUTH LYON, MI 48178	<b>Developer</b> LYON CAPITAL LLC 11805 MAYFIELD LYONIA, MI 48190 248.992.1690	These drawings are instruments of service and as such are the property of the Architect. The Architect's services are limited to the project and do not include any other projects. For additional information, please contact the Architect.	<b>Drawing Issue</b> No.      Date      Description	<b>Project</b> AUBREE'S SOUTH LYON 21775 PONTIAC TRAIL SOUTH LYON, MI 48178	<b>Date</b> 10/15/2017	<b>Drawn By</b> [Name]	<b>Drawing Number</b> A1.0
				<b>Project Number</b> 21775 PONTIAC TRAIL SUB/3100		<b>Checked By</b> [Name]		

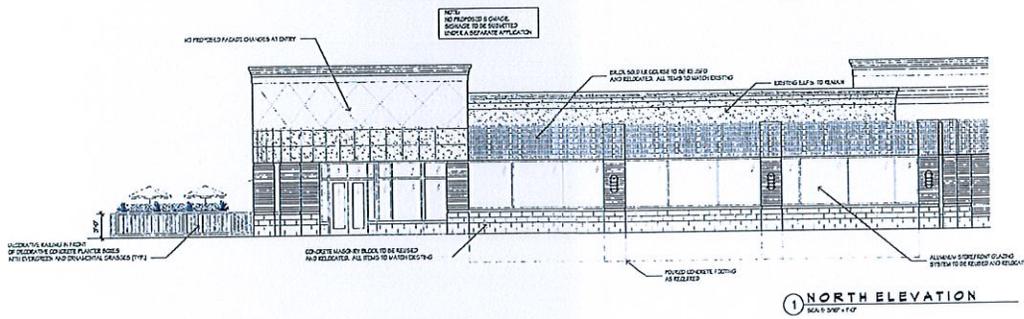




**1 SOUTH ELEVATION**  
SCALE 1/8" = 1'-0"



**2 EAST ELEVATION**  
SCALE 1/8" = 1'-0"



**3 NORTH ELEVATION**  
SCALE 1/8" = 1'-0"



<b>ROGER J. BERENT</b> ARCHITECT	5300M Nucleo Ct. Shelby Township, MI 48316 ph: 248.868.1034 rogerberent@gmail.com	Legal Property Owner <b>GLENWOOD SOUTH LYON LLC</b> 21775 PONTIAC TRIAL SOUTH LYON, MI 48178	Designer <b>LYON CAPITAL LLC</b> 11805 MAYFIELD LYONIA, MI 48150 248.862.1690	These drawings are instruments of service and as such are the property of the Architect. The Architect's services, specifications and technical documents are not to be used by the Owner or others on other projects, for addition to this Project, or for completion of this Project by others.	Drawing Title No. Date Description _____ _____ _____	Project <b>AUBREE'S SOUTH LYON</b> 21775 PONTIAC TRIAL S SOUTH LYON, MI 48178 BRUNN'S PLANNING COMM & SON SUBDIVISION Project Number	Scale DRAWING TITLE ELEVATIONS	Drawn By Checked By  	Drawing Number <b>A3.0</b>
	STATE OF MICHIGAN REGISTERED PROFESSIONAL ENGINEER No. 43872 12/15/2018								

