

Regular City Council Meeting

November 9, 2020

Agenda

7:30 p.m. **Call to Order**
Pledge of Allegiance
Roll Call
Approval of Minutes: October 26, 2020
Approval of Bills
Approval of Agenda
Consent Agenda
1. Kiwanis Christmas Tree Sale

Public Comment

Discussion- Downtown

Fire Chief Report
Police Chief Report

- I. Old Business**
 - 1. Fieldstone Planned Development (PD) Rezoning and Final Site PD Plan Approval**
 - 2. Water & Sewer Rate Adjustment**

- II. New Business**
 - 1. Purchase to upgrade the electronic and controls for well house #6 and well house #7 at McHattie Park to improve communication and control the pumps at the wells from SCADA equipment.**

- III. Budget**
- IV. Manager's Report**
- V. Public Comment**
- VI. Council Comments**
- VII. Adjournment**

Please see reverse side for rules of conduct for public comment at City Council meetings

City of South Lyon
Regular City Council Meeting
October 26, 2020

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

Present: Mayor Pelchat, Councilmembers: Dilg, Kennedy, Kivell, Kurtzweil, Richards and Walton
Also, present: City Manager Zelenak, Attorney Hamameh and Clerk/Treasurer Deaton

MINUTES

Councilmember Kennedy stated on page 4 the vote doesn't reflect Councilmember Richards voted no.
Clerk Deaton stated she will add one opposed.

CM 10-1-20 MOTION TO APPROVE MINUTES

Motion by Kivell, supported by Kennedy

Motion to approve the minutes as amended

VOTE: MOTION CARRIED UNANIMOUSLY

BILLS- None

AGENDA

CM 10-2-20 MOTION TO APPROVE AGENDA

Motion by Kivell, supported by Kennedy

Motion to approve the agenda as presented

VOTE: MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

CM 10-3-20 MOTION TO APPROVE THE CONSENT AGENDA

Motion by Kurtzweil, supported by Dilg

Motion to approve the consent agenda as presented

VOTE: MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT-

Kathy Crawford stated she is happy to be here. She then stated since we are approaching the end of her term in office, she wanted to let the Mayor and Council know how much of a privilege it has been to serve as your Representative in Lansing. She has always tried to really take their voice to Lansing. This region has been part of her life for over 78 years so she has always felt very connected to South Lyon, Lyon Township, Novi, Northville and the Walled Lake area and she appreciates all you do, it isn't easy being a politician in these times. She further stated she never saw herself as being a politician and she is sure the same for many on Council. She stated someone may have asked you to step up and do what you do and so we need people like you and people that are concerned about their community so keep it up even though it isn't always easy, it is important to have people that are concerned like you. Ms. Crawford then stated she is here to make a presentation to the Fire Department and Police Officers. She stated she doesn't have enough words and she always pride herself on having words for every occasion. Police Officers, Firefighters and our paramedics put themselves in the front lines of dangerous and traumatic events and it's common to wonder how do we possibly thank people that do things that are so amazing. We are grateful to those that have signed up and volunteered. She stated they put their lives on the line

for the lives of those we love ahead of their own and because they have chosen a fairly small community to serve in, they are in more of a position to be familiar with the residents that they serve and they may know them and she is sure that many of them have gone to Colonial Acres on other occasions and have talked to community members all the time. It makes it more challenging when we really personally know the people whose lives are in danger so on behalf of the State of Michigan and the City of South Lyon and this region, we want to say thank you to the fire, police and the first responders for what they did. She then read the names of all that are being honored with a tribute and life-saving, Chief Robert Vogel, Firefighter Alex Good, Firefighter Taylor Buchanan, and those receiving a unit citation are Sergeant Cindy Conrad, Firefighter Dan Laitinen, Firefighter Eleanor Shipley, Firefighter William Madsen, Firefighter Dexter Kernohan, and under lifesaving, Police Officer Travis Stevens and Firefighter Officer Jonathan Schneemann. She stated she has a tribute, but she isn't going to read each one but she will say what it says. She then stated she has a framed tribute to give to each one of them and it says, let it be known it is a pleasure and a privilege to join in honoring this dedicated public servant and you can insert any of the names that will be here. These skilled professionals and hardworking individuals for their invaluable contributions to the safety of our community, particularly in view of the recent tragedy at Colonial Acres, we wish to acknowledge our indebtedness to the members of the South Lyon Fire Department and the South Lyon Police Department who were responsible for putting out the fire and most assuredly saving lives and helping those residents. While exemplary public servants like these rarely receive the recognition they deserve, our communities could not function without dedicated individuals willing to devote their careers to public service and safety. These individuals have worked faithfully and courageously in the service of their community and they truly merit this recognition and this is in special tribute therefore this document will be signed the Governor of Michigan, the Lieutenant Governor, and also signed by Senator Runstad and herself. She thanked the opportunity to do this tonight. Mayor Pelchat thanked her for taking the time to recognize our first responders.

DISCUSSION- Downtown

Nate Mack stated he discovered a few weeks ago the City still has one Class C liquor license available. He had multiple conversations with the MLCC to be sure this was correct because everything he has seen in past reports showed that we didn't have one. He stated this is significant because the owner of the RCA building at 135 E Lake street was planning on applying for a redevelopment liquor license and part of that application process is that they have to display that they are unable to purchase a license out of escrow in Oakland County as well as the City not having any quota licenses available. Luckily this isn't going to hold him up, this is actually a good development for that there are a couple of other businesses that are interested in a quota license as well so we may be receiving a few applications for that. Mr. Mack stated the Lyon Area Task Force received results from a second survey that was done earlier in the month. The purpose was to determine the best way for the task force to proceed as we move forward through the colder months and how to gauge the effectiveness of the program so far. He further stated businesses stated their most pressing issues were the health and safety of staff and customers, uncertainty and future ability to operate their business and financial issues. With the results of the survey, we are developing a plan on how we want to move forward and he has contacted Main Street Oakland County and sent them the results of the survey and they are using the information to hopefully give us more resources based on the results. Mr. Mack stated on October 22nd there was a second round of funding for the Heartbeat of Main Street grant program provided by the National Main Street Center. He stated he sent out 6 letters of recommendations for downtown businesses that are applying, so hopefully the second round of grants will be successful in at least getting one business additional funding. He stated the annual DDA informational meeting will be taking place Thursday November 12th after the regular meeting concludes, so the start time will probably be around 9:00 a.m. and another informational meeting on November 19th

from 6:30 to 7:30 p.m. which will be an electronic meeting. He stated we will be posting information on the DDA's web page and the City's website by Thursday of this week to comply with the requirements of the PA57 of 2018. He stated he met with the individuals looking to open a winery and they indicated to him they are looking to locate in the City. Their initial desire was to open downtown, but they are finding there is no space for them, so they are looking in other areas in the City. He then stated the owner of the downtown Marathon station sent in an application for a tax abatement but we are requesting additional information before we move forward with that. Mr. Mack stated Moes Garage has been torn down, but he hasn't heard of any plans on the future plans of the property. He then stated the owner of 110 Detroit stated they will be demolishing their property by the end of the year. He then stated he introduced himself to the owner of Lefty's and the owner said the City of South Lyon has been great to work with. Councilmember Dilg asked if the DDA has discussed having an online Ladies Night and to have a small business Saturday. Mr. Mack stated they will start talking about that. He stated they will start working on that and he has applied to be a neighborhood champion for Shop Small Saturday so that will give us the floor mats, tote bags and things like that. He stated if we are accepted, he will be able to get those things and hand them out to people. He is hoping to do some sort of an in-person and online event, but he has to keep in mind the rising Covid numbers and the safety of people.

FIRE CHIEF REPORT

Chief Vogel stated he is a little caught off guard by the wonderful words of Kathy Crawford. He has been doing this for 33 years and that was wonderful and he is happy to recognize his staff and the police staff. He is very grateful for her to take the time to do this. We always say it is part of the job, but every now and then we go to a call where it's not the usual and the results were great and extraordinary and that is what happened on October 14th. He stated he is excited to pass the awards to the crews. He then stated we have been using some of our Oakland County Covid funds and today he tested the disinfect fogger and it worked pretty well. He stated they did the station and the apparatus and he is grateful to Patricia for guiding him through this process. He stated the crews were out at the SLARA trick versus treat on Saturday and it was very well attended. He is grateful for the crews that volunteered for the 4-hour event. He then stated ever since he was on tv talking about the smoke detectors we got overwhelmed. He stated if you call for a smoke detector and you got missed, we are working hard to fix the system and we will still come to every citizen's home in South Lyon to make sure you have either a working smoke detector or we will get a replacement. He reminded everyone they are not staffed 24 hours and if you call and get voicemail to leave a message and someone will get back with you. He then thanked everyone for their kind words. Councilmember Kivell asked if the shipping containers have been delivered. Chief Vogel stated they have and he has met with a few builders to figure out what we want, and he has met with the Deputy Chief at Green Oak who has some experience with it. We are hoping to be able to use it for training in the spring. Councilmember Kennedy asked if he wanted to talk about the second Lucas device. Chief Vogel stated it is a little early to tell if we will be able to get the grant for it.

POLICE CHIEF REPORT

Lieutenant Baaki stated he would like to thank Representative Crawford for recognizing our Police Department along with the Fire Department and they all did a great job and they will be very excited to receive those rewards. Lieutenant Baaki stated they will have a heavy Police presence at the polls, they don't expect any problems, but they want to ensure the Election goes well and everybody's comfortable. He stated the administrators have met with Comcast for the progress of our phones, and we are looking at mid-December. He stated they have received quotes for the new in-house camera system, our system is about 10 years old so part of the process is to ensure we have a good system here as well as a good interview room system. He stated we are hoping to use DEA funds and that will come before Council at a

later Council meeting. He further stated we are about to select our new Officer and are in the process of completing that process. Lieutenant Baaki stated the Halloween event at the High School went off without a hitch, it seemed like everything went well. He further stated on Halloween we will have a heavy Police presence in the subdivisions handing out candy to the kids as we do every year. He further stated we participated in the national prescription drug take back program and we collected 16 boxes of prescription medication which is a total of 240 pounds of unwanted meds that were then transported to the DEA for destruction. Councilmember Richards asked if the fence was installed. Lieutenant Baaki stated it is up and it looks great.

Plante Moran 2019-2020 audit presentation

Doug Bohrer and Spencer Tawa then gave a PowerPoint presentation of the 2019-2020 audit. *please see attached document*. Mr. Bohrer stated this audit was a unique situation, everything has been done virtually. He stated he was impressed how the City was able to adjust to it and it was pretty seamless. He stated they wanted to thank City Manager Zelenak, Patricia Tjernan the Finance and Benefit Administrator who is really the point person there. He stated this was really her first year through the audit and overall, they were very happy with her performance. He then thanked City Clerk/Treasurer Deaton who was involved as well and all the department heads that assisted. Mr. Bohrer discussed the summary of the audit process. He stated the City received an unmodified opinion which is the highest form of assurance that you can receive. He stated it is what the bond agencies and grant agencies look at. He further stated the general fund increased by about 15% and the capital additions mirrored what was done in 2019, there was just a slight decline. He further stated the City paid down 1.1 million in debt and there was no new debt added. He further stated the restricted water and sewer funds continue to build and those funds are available to support future capital plans for the water and sewer plants. He further stated some of those funds are being used for the replacement of the water tank which is being built. He then stated the City completed a water and sewer rate study to help some of the future decision-making regarding water and sewer rates and any capital improvement that will need to be funded within the water and sewer infrastructure improvements that may need to be done. Spencer Tawa discussed the graph package. He stated the general fund revenue has been steadily increasing mostly due to property taxes which is the number one source of revenue. He stated the taxable value has been increasing. He then explained that the city distributes tax bills and collects it, but not all of the money goes to the City. In 2019 only 37% collected went to the City, 50% goes to the schools and the rest goes to the County and the DIA, Zoo and Metroparks. He further stated the expenditures in the general fund increased in the DPW, road improvements and Cemetery and it is mostly due to professional services such as engineering fees for projects and some increased wages. He stated even with the increased expenditures the City still has a general fund surplus for the 3rd straight year. He then discussed the general fund balance compared to the expenditures. He stated it has been about 45-72%. He stated there is no blanket answer on what that comparison should be, the City should analyze future capital improvement costs to decide what percentage the City feels comfortable. Mr. Tawa stated the local and major road funds have a combined 3.4 million dollars in restricted funds, which is an increase. The funding is from the states Act 51 fund; they are all restricted. He then explained the water and sewer fund and stated the operating expenses were in excess of the revenue by \$180.00 He stated the City needs to look at the water and sewer rate study that was done earlier this year and decide what the costs and needs are for the water and sewer fund to determine what the rate should be going forward. He then explained the balance sheet for the City as a whole. He stated the total net position is about 22.4 million and water and sewer are at 27.7 million. He then explained the unrestricted and restricted has gone up the last few years, and it is mostly attributed the Act51 money that the City receives. He stated investing in Capital Assets through the years as they go through their depreciable lives, we would expect that to stay consistent either with new equipment or new

assets. Mr. Tawa state the unfunded pension liability is 6 million dollars which is a decrease of \$100,000 from the previous year and is mostly attributed to strong investment returns for the period ending December 2019. We know after that, investments have been very volatile, but they have crept up since March. The OPEB is 697,000 which is an increase of \$150,000 which is measured as of June 30, 2020 which is because of the investment rate assumed to be used for the calculation. The municipal bond has decreased down to 2.66%. Mr. Bohrer stated there have been no new benefits, it's just really a present value discounted rate that is there, and as that goes down the liability goes up. He then explained the slide reflecting the future expected contributions, which included fiscal year 2019-2020 pension and OPEB in addition to the revenue and it was 6.5% of revenue. He further stated the slide also reflects the assumptions MERS has given them. The City is at 7-8% of revenue. And we commend the City for planning ahead for these costs. The City has a plan to bring that down for a number of years. Mr. Tawa then discussed slides regarding the COVID considerations. He stated the state shared revenue fell from 2019 due to the COVID. Although it appears to only be about a 10% decrease, although that is all subject to change. He then explained the ACT 51 money for the road funds reflects a decrease in March of 2020 from 2019 as well as April, May and June, but has since been going up. Mr. Bohrer discussed the letter to the Mayor and Council. He stated the internal control related matters identified two items. One had to do with the internal control weakness because the bank reconciliations weren't all completely reconciled. He stated there were two accounts reconciled down to an amount but the remaining amount could not be reconciled as of the end of the year. He stated they recommend the City to continue to look for the unreconciled amounts and figure out what that difference is. It wasn't a material difference to the financial statements, but whenever we're dealing with bank reconciliations which is a key control if there is an issue, it falls into the internal control related weakness. The City is continuing to look at that. The second item trial balance account review and the review of journal entries. He stated 96% of clients have journal entries that are found as a result of the audit and you have to identify them. He stated there were several journal entries that was identified primarily related to how the state shared revenue was recorded. He stated the amounts were recorded and we did not find those as being material amounts to the statements or items that could become material amounts, but we recommend a more robust process be put in place to take place at quarter year end and fiscal year end to make sure the amounts adjusted are recorded correctly in the future. He then stated the required communication covered in the letter reflects we did not find anything in the financial statements where there wasn't appropriate authoritative guidance related to the accounting. There were no transactions recognized in the wrong period, either in the wrong year or the year after the transactions were recorded were reflected in the right period. All financial statements have some level of estimates and those were pretty consistent with other communities they audit, which included the unbilled water and sewer receivables. He stated other recommendations have been suggested in the past and a number of items have been addressed. We do recommend the daily reconciliation be done by two people concurrently as part of the daily closing out of the cash drawer. Councilmember Kennedy stated the previous water loss was at 6% to 9%, he then asked what is the current water loss? Mr. Tawa stated it was around 16% or 17% and they talked with the City Manager and the water department. They said it could be the water meters or a crack in a pipe. He stated the City is looking into it. Councilmember Kurtzweil stated Plante Moran always do a great job. She then asked about the bank reconciliations. She asked if that statement means the City doesn't know how to reconcile the \$26,000. Mr. Bohrer stated they have looked at many things that filter through the bank accounts, such as disbursements, collections, fees, and wires for certain things. He further stated the unreconciled amount was around \$26,000 and it could be a combination of a number of smaller items, which all have not been completely vetted, but we had to move forward with the audit, it isn't a material difference in the audit, so the City is going to continue to look at it, but if at some point it can't be found, the City will have to adjust to what we believe the correct balance should be. Councilmember Kurtzweil asked if it

will eventually be a write off. Mr. Bohrer stated he thinks with the right effort, we can get that down to a smaller number. Councilmember Kurtzweil asked about the statement that they recommend a broader ledger review process. Finance and Benefit administrator Tiernan stated this has been being addressed. She stated everything on a high level balanced, what was neglected was more of a detailed approach. She explained that for most of the year she was acting more as a Clerk than being able to do more of the detail looking into the financials that she should have been doing. She then stated there is no excuse, but we were short staffed, and we had some issues with some staffing that was there, but we now have a good key staff now and she feels moving forward this isn't something that will come up again. She further stated it was a learning process because there were certain things that balanced, she didn't realize there were other areas she should have been looking to make sure that the line items were where they should be. She stated another thing that will help is having a second set of eyes to look at it whether it be the City Manager or the Treasurer after she reviews the records. Councilmember Kurtzweil stated she just wanted to make sure there is a process in place. She isn't concerned about who was responsible, she wants to ensure there was a process in place so it doesn't continue. She then asked about the software vendor that was discussed that would give more detailed information. Ms. Tiernan stated that has to do with our cash bonds which are the bonds we receive from new builders as well as escrow fees for site planning. She stated in the past there seemed to be a hodgepodge of records whether they've been paper files, or excel documents. She then stated Carol has worked very hard in the last year to put everything together into an excel document. She stated she and Kelly McIntyre reviewed it and cleaned it up. The schedules they were able to produce for Plante Moran was at least able to show the activity of the year and tie that to the trial balance and the general ledger. She stated they could only find things back 5 years. There is no way of knowing if those builders are even still in business. She stated BS&A is our current software and they have some modules that we are looking into put into place by the end of the year. We plan on getting all the records entered and updated so we can begin with clean records. She stated in the process, we had to write off some fees that we knew we were never going to collect on. Councilmember Kurtzweil stated that was \$124,000 so this has been a problem for a while on the accounting side for a while. Councilmember Kurtzweil asked about a resolution for tap in fees. She stated Clerk Deaton has told her she hasn't seen a resolution, so she thinks it was by council decision. She further stated it refers to approved resolution language. Mr. Bohrer stated he does think they have a resolution and he will look into it. Councilmember Kurtzweil stated she has had discussions with the City Manager and he has said he would like to change that. City Manager Zelenak stated he believes we would use those fees to make improvements and if we used those fees, it would wipe them out on the water tower job we are doing. He further stated if there is a resolution in place, we would be following it anyway. The tap in fees would be used for improvements and they are restricted assets at those particular dollar amounts. He further stated he doesn't want to necessarily restrict assets, because that limits our ability to use the assets for any purpose for water and sewer. Further discussion was held regarding tap in fees. Councilmember Kurtzweil asked about the discrepancy between unbilled and treated water. Mr. Bohrer stated we look at units used versus units billed. He further stated the most likely answer is the meters which the City is already currently replacing. He stated the other issue he has seen in other communities is if they have had a major leak that they weren't aware of. City Manager Zelenak stated it could also have to do with the timing issue because we have done so many meter replacements within the system and the dollar amounts coming in based upon when in the month, they are coming in in the midst of replacing hundreds of meters because we are estimating so many at a time, not necessarily water loss. Councilmember Kurtzweil stated when you have a 16% to 17% water loss in unbilled water. She then asked if the goal is to raise everyone's water to make up for that money. She then stated we are supposed to discuss water hikes using a different method than what we are using now. Does this discrepancy reflect the reliability of the new formula? City Manager Zelenak stated he doesn't believe so, we think

the water meters are the problem. Superintendent Varney stated the failed check valve that was recently replaced, accounted for a minimum of 8%. We were recycling water through and you think it's going out, but it wasn't. Councilmember Kivell asked if the estimates are being done because the meters weren't functioning or because we weren't doing the meter reads? City Manager Zelenak stated we are in the process of changing meters and sometimes we are estimating and your timing is different than when the year-end may be, and if you estimated extremely low, then the next time you estimated high in the next quarter to get those particular numbers more in line when you are doing replacement of meters, that could be attributable to some of these percentages. He further stated we normally schedule the meter replacements throughout the year, but due to Covid we weren't allowing our employees to enter people's homes. Councilmember Kivell stated he likes the idea of having up to date on what the discrepancy is, rather than it just being annual. Further discussion was held regarding the water loss. Mr. Bohrer stated he just wanted to say, this was Patricia's first year of the audit and she was plugged in from beginning to end and take very good responsibility to what she does. He is confident the few things they identified will be addressed, and he has no concerns relative to that at all and he appreciates her for dealing with the remote working environment. Ms. Tiernan explained the valuation we have for the OPEB funding. There was a bit of an increase, but the most important thing is where it calculates the dollar amount the actuary is determining what we need to contribute each year to get us where we need to be. She further stated we were not able to get the OPEB trust setup with through MERS before the last week of June, but we were able to do that the first week of July. She stated it is now being funded and we are making our contributions into our trust and we have contributed \$64,000 and we are paying toward that liability so we can build equity and in years forward see that number go down.

OLD BUSINESS- None

NEW BUSINESS

1. Purchase of Kaeser blower for wastewater treatment plant

Superintendent Varney stated we currently have a failed variable frequency drive for blower #3 and this is a scheduled purchase for this budget year. He further stated this can be purchased out of the Capital Outlay account 592-557-970 with the total amount being \$13,007.00 He then stated Kerr Pump and Supply has offered to utilize a replacement and is including with the startup of the new VFD an 18-month warranty.

CM 10-4-20 MOTION TO APPROVE PURCHASE

Motion by Kennedy, supported by Walton

Motion to approve the purchase and installation of a new variable frequency drive for blower #3 at the wastewater treatment plant facility for \$13,007.00 under line item 592-557-970

ROLL CALL VOTE:

Walton- Yes

Dilg- Yes

Kurtzweil- Yes

Richards- Yes

Kivell- Yes

Kennedy- Yes

Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

2. Recommended course of action for 390 S Lafayette

Mr. Mack stated at a DDA meeting on October 8th, the DDA Board discussed the soil borings at 390 S Lafayette Street. He stated that was done because this property was outlined in the master plan as a multi-

story mixed use property and to match up with the rest on the buildings along the core. However, based off the results of the soil borings and the cost estimate is just over a million dollars to dewater and remove the peat from the soil. Having a mixed-use development isn't feasible at this time. He stated the DDA board is asking Council to provide some guidance as to what the Council would like to see there, such as a greenspace, a gateway, or extra parking within 90 days. Councilmember Dilg stated she knows they recommended a parking lot and she thinks that would be a big miss, we have a good opportunity to have a nice park area with picnic tables for people to get food from the marketplace and go sit and eat. She doesn't understand why people say there isn't enough parking in the downtown. She wants it beautified, picnic tables and maybe some things for small kids to do. Councilmember Kennedy stated the last thing we need on that corner is more impervious surface, he thinks a park would be a plus in that area. Councilmember Walton stated she would like to see a nice mural, a statue or maybe a fire pit, or even a pond, just somewhere that everyone could visit. Councilmember Kivell stated he hopes down the line if Council changes their minds and decides to sell it, he hopes they will require someone to make a pitch for the property that is commensurate with what our view is as an asset at that location. Mr. Mack stated they agrees that we could have an RFP to ensure the targeted development is something Council wants to see in that location. Councilmember Kurtzweil stated she is familiar with that property and she doesn't know why anyone would be interested in purchasing it. She stated it is a very small property. She then stated she agrees with Councilmember Dilg because, our parks have been used so much this year. People were social distancing but this is a social and outdoor community. During the pandemic there are advantages to recreate outside. She stated we provide a tremendous support for our community of we continue to provide small recreational areas that can be used. She is in favor of keeping it under the City control. Mayor Pelchat stated he agrees and he wouldn't mind hearing what Parks and Recreation would like to see there. There is no reason to force fit a parking lot onto that property, and utilizing that property with things going on downtown makes more sense. City Manager Zelenak stated we could use the Cultural Arts Commission and the Parks and Recreation to get their ideas as well. Councilmember Richards stated he agrees with what everyone has said. We purchased the building because of blight, and we can't sell it but we are stuck with a gem. If we plan it right and with Cultural Arts and Parks and Recreation it can be developed with a light duty use, limited amount of parking and maybe a little pond. He further stated and maybe a light duty gazebo and a mural on the wall. It can be a gateway to the City and it can be wonderful if we plan that with an open mind. Councilmember Dilg asked about the funding for any project we would do. Mr. Mack we will explore all options for funding.

CM 10-5-20 MOTION TO PROVIDE PREFERRED OF ACTION

Motion by Kivell, supported by Kennedy

Motion to request Parks and Recreation and Cultural Arts to investigate idea to make 390 S Lafayette an asset for the future

ROLL CALL VOTE:

Kennedy- Yes

Kivell- Yes

Richards- Yes

Kurtzweil- Yes

Walton- Yes

Dilg- Yes

Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

3. Rules and procedures for holding electronic meetings

City Manager Zelenak stated the Governor recently signed Senate Bill 1108 amending the Open Meetings Act. The changes allow public bodies to conduct virtual meetings. It applies to all boards and

commissions. as part of this, municipalities are required to establish rules and procedures for electronic meetings. The items discussed and approved pertaining to electronic meetings, will be added to the already approved City Council Rules and Procedures. Councilmember Dilg asked if we should be doing roll call vote for the agenda. City Manager Zelenak stated we should be doing that. Mayor Pelchat stated he assumed those items would be approved, but if people suggest we do, then we can. Attorney Hamameh stated she doesn't recall seeing anything for a roll call vote for everything. It was suggested by the MML. It is a good practice to have. She stated items such as the agenda or the adjournment, she doesn't think it will be challenged if it was approved unanimously. Councilmember Dilg asked if there is some technical difficulty and we can't get on the meeting, would we reschedule it? What if part of South Lyon and suddenly there isn't a quorum. Attorney Hamameh stated if the meeting isn't open to the public you are in violation. If the public can't join, then the meeting would need to be rescheduled. If Council couldn't participate either, a notice that the meeting is cancelled and will be rescheduled would be needed on the website. She stated the reason we worded that section the way we did is because if one member can't connect, and there is still a quorum, the meeting would continue. Councilmember Dilg stated she thinks we need a contingency plan in case of a zoom bomb situation. Attorney Hamameh stated one of the things we need to do is not use the term zoom in the notices, we should refer to them as electronic meetings. She stated other communities have only allowed only phone participation in the meetings. She further stated many communities have a company that monitors the meetings and they do a pretty good job. City Clerk Deaton stated one of the things we changed is the formatting, we went from regular meetings to webinars. She stated the only people that can show their screen are the panelists which are invited. Everyone else that joins the meeting enter as attendees and I have the ability to promote someone from attendee to panelist if necessary. She stated if someone does manage to get on the meeting and they are very disruptive and Council warns that person she can remove them from the meeting. Attorney Hamameh stated you can but the disruption would have to be to the level that if it was an in-person meeting law enforcement would have to get involved. City Clerk Deaton stated something else that we can do, is attendees cannot speak unless the host allows them to speak and if something happened and it was a zoom bomber, she has the ability to mute them right away. City Manager Zelenak stated another thing we have in place is the City Clerk is the host and he is the co-host, so if one of us goes down, the meeting can continue.

CM 10-6-20 MOTION TO APPROVE RULES AND PROCEDURES

Motion by Kennedy, supported by Dilg

Motion to approve the rules and procedure for holding electronic meetings with the caveat that approval of the administrative portions of the agenda can be conducted by voice and substantive areas be conducted by roll call vote

ROLL CALL VOTE

Dilg- Yes
Kurtzweil- Yes
Kennedy- Yes
Richards- Yes
Kivell- Yes
Walton- Yes
Pelchat- Yes

MOTION CARRIED UNANIMOUSLY

BUDGET- No comments

MANAGER'S REPORT

City Manager Zelenak stated the Fieldstone Final Site Plan which was approved by the Planning Commission will be brought before City Council in the first meeting of November. City Manager

Zelenak stated the water tank roof is being installed right now. He then stated we will be having a water and sewer rate study at the next meeting and Plante Moran will be joining us for the discussion. He then stated he has applied for and received a grant for City Council to receive notebooks through the Cares Fund to pay for HP Chrome books. He stated we are looking at additional software that may be needed in order to conduct particular meetings and for people to get into their email.

City Manager Zelenak stated we have received information regarding Holly Hills regarding potential for a conditional rezoning, they are asking to have it zoned residential and that will be going before the Planning Commission during the next month. Councilmember Kurtzweil stated when she and Rose attended the conference last year in Frankenmuth, a few people had tables they were using tablets and their packet was downloaded onto the tablet as well as their ordinances. She stated they had the opportunity to see how it works. Councilmember Kivell asked if the conditional rezoning would be rezoned based on what their plans are, not being rezoned and then they get to determine a plan afterwards. City Manager Zelenak stated they have a plan to present and then the Planning and Council decides to approve or not approve. Councilmember Richards stated the process started two years ago and we thought we were going to get the whole street improved. He stated now we find out we are only getting about three eighths of the surface. There is no clear cut date or time-table of when the whole street will be done and what is the overall cost going to be on Liberty Street. Councilmember Kivell stated he believes Liberty Street was \$65,000. City Manager Zelenak stated that is about half of it.

PUBLIC COMMENT- None

COUNCIL COMMENTS

Councilmember Kennedy stated he wanted to recognize and thank the South Lyon Area Recreation Authority, SLARA, for their Tricks vs. Treats event that was held on Saturday at the South Lyon High School football field. He further stated he had the opportunity to attend and participate in the event. It was extremely well organized and conducted and almost 400 kids attended in their costumes with their parents. So again, great job SLARA. He then encouraged everyone to be safe this weekend if they're going to be Trick or Treating, enjoy yourselves, but do it responsibly.

Councilmember Kurtzweil thanked Kathy Crawford for her decades of being an outstanding public servant. She further stated she is a class act and she is thankful she has been able to know her and she sends her and her family the best of wishes. She then thanked SLARA for the Halloween party they had. She stated we need to continue with the tradition on Saturday and many homes in her subdivision is decorated and we need some trick or treaters to stop by. The candy will be out in the drive way so there will be no contact. She reminded everyone to mask up and keep up good hygiene and have a good week.

Councilmember Dilg welcomed the two great candidates for the Cultural Arts Commission, it is exciting to see people volunteering for the commissions and becoming involved. She stated she is looking forward to trick or treating and we made a candy chute with pvc pipe because they thought that would be fun. She then stated Election Day is a little more than a week away and she hopes everybody votes and stays safe. She thanked Tim Davids for the Farmers Market; he has done a phenomenal job.

Councilmember Kivell stated the Farmers Market was substantially more successful than he could have expected. He stated everyone that has been there has done a great job and deserves our appreciation. He then stated he has enjoyed getting around and taking the color tour, it looks like it is waning now. He always enjoys this time of the year. He stated he hopes there are a lot of parents that will be taking their kids out for trick or treating so they can get the joy Halloween brings. He wished everyone to be safe.

Councilmember Richards stated 214 Lafayette there is a new Doctor in town and he is now opened. He stated he is from Plymouth and practiced for several years in Florida. He is a Doctor of osteopathy and this location is next to the bakery and he is enthused about his methods and he will be one of his new patients. Councilmember Richards stated the worst sidewalk in town has been replaced. It was in front of South Lyon Woods. It was done with the 50/50 plan with the DPW. He stated the Family Video closed and the only other two locations is Farmington and Westland. He stated the Parkside Apartments now have their permit for full occupancy. They are about 35-40% at present. He stated this project has been amazing and the timeliness of how the contractors worked. He further stated our Historical Society and Commission need more volunteers. We had to cancel most events this year.

Mayor Pelchat thanked Kathy Crawford for joining the meeting tonight. He stated it has been a joy to work with her and her staff. He congratulated the South Lyon High Schools Golf Team; they are the Division II State Champions. He stated Friday night, South Lyon and South Lyon East faced off in the annual football rivalry game and it was great. South Lyon came back late to win 14-7. Both teams will be in the playoffs this weekend. Mayor Pelchat stated our staff has been great with the COVID response. He thanked all the volunteers that will be working at the polls.

ADJOURNMENT

CM 10-6-20 MOTION TO ADJOURN

Motion by Kurtzweil, supported by Walton

Motion to adjourn a 9:40p.m.

VOTE:

MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Dan Pelchat, Mayor

Lisa Deaton, City Clerk

PERIOD ENDING 10/31/2020

FINANCIAL REPORT FOR OCTOBER 2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 10/31/2020		ACTIVITY FOR MONTH 10/31/2020 INCREASE (DECREASE)	AVAILABLE BALANCE		% BDGT USED
			NORMAL	(ABNORMAL)		NORMAL	(ABNORMAL)	
Fund 101 - GENERAL FUND								
Revenues								
Dept 000.000								
101-000.000-402.000	REAL PROPERTY TAX	4,574,926.00	4,418,797.26		3,498,643.64	156,128.74		96.59
101-000.000-423.000	SOUTH LYON WOODS TAX	1,100.00	839.00		92.00	261.00		76.27
101-000.000-444.000	PAYMENT IN LIEU OF TAXES	500.00	0.00		0.00	500.00		0.00
101-000.000-446.000	PENALTIES AND INTEREST	11,000.00	0.00		0.00	11,000.00		0.00
101-000.000-451.000	BUILDING PERMITS	240,000.00	239,172.00		96,788.00	828.00		99.66
101-000.000-452.000	HEATING & PLUMB. REFG. PERMI	25,000.00	14,812.00		2,073.00	10,188.00		59.25
101-000.000-453.000	ELECTRICAL PERMITS	30,000.00	15,874.00		4,114.00	14,126.00		52.91
101-000.000-454.000	LICENSES & BUSINESS MISC.	3,500.00	1,145.00		300.00	2,355.00		32.71
101-000.000-528.000	OTHER FEDERAL GRANTS	0.00	66,816.00		0.00	(66,816.00)		100.00
101-000.000-570.000	STATE SHARED REV.	971,411.00	143,160.00		0.00	828,251.00		14.74
101-000.000-570.100	STATE REVS	100,593.00	116,669.71		116,669.71	(16,076.71)		115.98
101-000.000-600.000	BOARD OF APPEALS	0.00	450.00		0.00	(450.00)		100.00
101-000.000-600.100	REZONING FEES	0.00	0.00		0.00	0.00		0.00
101-000.000-630.000	ADMIN FEE PROPERTY TAX	98,000.00	96,858.80		75,538.18	1,141.20		98.84
101-000.000-634.000	GRAVE OPENINGS & FOUNDATIONS	40,000.00	15,365.00		3,930.00	24,635.00		38.41
101-000.000-635.000	W & S ADMIN. CHARGES	0.00	0.00		0.00	0.00		0.00
101-000.000-642.000	POLICE	40,000.00	35,735.12		4,069.55	4,264.88		89.34
101-000.000-661.000	PARKING VIOLATION	800.00	20.00		0.00	780.00		2.50
101-000.000-662.000	LOCAL COURT FINES	30,000.00	3,385.27		1,365.00	26,614.73		11.28
101-000.000-663.000	REFUND-(FOR COST OF ARREST)	0.00	0.00		0.00	0.00		0.00
101-000.000-664.000	INTEREST	20,500.00	718.61		0.43	19,781.39		3.51
101-000.000-664.200	PARK AND REC. INTEREST	0.00	0.00		0.00	0.00		0.00
101-000.000-664.700	INTEREST-MOBILE TOWER	0.00	0.00		0.00	0.00		0.00
101-000.000-665.000	INTEREST-TRANS.CEMETERY INTRE	0.00	0.00		0.00	0.00		0.00
101-000.000-665.200	INTEREST-TRANSFER FROM C&S	0.00	0.00		0.00	0.00		0.00
101-000.000-666.000	INTEREST-EQUALIZ. & CONTINGENC	0.00	49.81		0.00	0.00		0.00
101-000.000-668.000	RENTS & ROYALTIES	0.00	0.00		0.00	(49.81)		100.00
101-000.000-668.200	RENTS AND ROYALTIES-CABLE	155,000.00	33,169.40		11,061.98	121,830.60		21.40
101-000.000-668.300	LEASE--ANTENNA	42,000.00	7,501.58		0.00	34,498.42		17.86
101-000.000-668.400	RENTAL PROPERTIES	0.00	0.00		0.00	0.00		0.00
101-000.000-669.209	CONTRIBUTION-PERPETUAL CARE	50,000.00	0.00		0.00	50,000.00		0.00
101-000.000-673.000	SALES OF FIXED ASSETS	50,000.00	0.00		0.00	50,000.00		0.00
101-000.000-675.200	CONTRIBUTIONS-WINTER EVENTS	4,000.00	0.00		0.00	4,000.00		0.00
101-000.000-675.600	CULTURAL ARTS REVENUES	300.00	0.00		0.00	300.00		0.00
101-000.000-675.800	VETERANS MEMORIAL PROJECT	11,000.00	200.00		0.00	10,800.00		1.82
101-000.000-676.005	CONTRIBUTION TO PARKS & REC	0.00	0.00		0.00	0.00		0.00
101-000.000-680.000	REIMBURSEMENT FROM HVA	0.00	0.00		0.00	0.00		0.00
101-000.000-692.000	GRANT MONEY	10,000.00	0.00		0.00	10,000.00		0.00
101-000.000-692.200	OAKLAND TOGETHER CVT COVID FUNDING	0.00	4,494.30		4,494.30	(4,494.30)		100.00
101-000.000-694.300	PYMT. OF SIDEWALKS BY RESIDEN	5,000.00	0.00		0.00	5,000.00		0.00
101-000.000-694.400	CONTRIB. FOR PARK BENCHES	0.00	0.00		0.00	0.00		0.00

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REVENUE REPORT FOR CITY OF SOUTH LYON

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PERIOD ENDING 10/31/2020

FINANCIAL REPORT FOR OCTOBER 2020

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	(ABNORMAL)	10/31/2020	INCREASE (DECREASE)	MONTH 10/31/2020	NORMAL	
Fund 101 - GENERAL FUND									
Revenues									
101-000.000-698.000	MISCELLANEOUS	70,000.00	51,647.54		5,040.95		18,352.46		73.78
101-000.000-698.100	FIRE MISC.	4,700.00	3,293.83		0.00		1,406.17		70.08
101-000.000-698.200	PRIOR YEARS TAXES	5,800.00	1,455.80		108.91		4,344.20		25.10
101-000.000-698.210	WEDDING PROCEEDS	3,000.00	650.00		0.00		2,350.00		21.67
101-000.000-698.220	MMWA DIVIDENDS	60,000.00	70,012.00		70,012.00		(10,012.00)		116.69
101-000.000-698.230	SMART CREDITS	20,000.00	0.00		0.00		20,000.00		0.00
101-000.000-698.300	PROCEEDS FROM DEBT	0.00	0.00		0.00		0.00		0.00
101-000.000-698.600	GRANT MONIES--FIRE DEPT.	203,000.00	5,018.00		5,018.00		197,982.00		2.47
101-000.000-698.800	GRANT MONIES-POLICE DEPT.	5,000.00	0.00		0.00		5,000.00		0.00
101-000.000-698.900	GRANT MONIES-CULTURAL ARTS	4,000.00	0.00		0.00		4,000.00		0.00
101-000.000-699.000	TRANSFERS IN	0.00	0.00		0.00		0.00		0.00
101-000.000-699.209	TRANSFER IN FROM CEMETERY FUN	0.00	0.00		0.00		0.00		0.00
Total Dept 000.000		6,890,130.00	5,347,310.03		3,899,339.65		1,542,819.97		77.61
TOTAL REVENUES									
		6,890,130.00	5,347,310.03		3,899,339.65		1,542,819.97		77.61
Fund 101 - GENERAL FUND:									
TOTAL REVENUES		6,890,130.00	5,347,310.03		3,899,339.65		1,542,819.97		77.61

EXPENDITURE REPORT FOR CITY OF SOUTH LYON

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PERIOD ENDING 10/31/2020

FINANCIAL REPORT FOR OCTOBER 2020

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDT
		AMENDED BUDGET	NORMAL (ABNORMAL)	10/31/2020	MONTH 10/31/2020	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	USED	
Fund 101 - GENERAL FUND										
000.000		0.00		0.00		0.00		0.00	0.00	0.00
200.000	- ADMINISTRATION	1,396,852.00		710,167.05		346,467.88		686,684.95	50.84	50.84
276.000	- CEMETERY	115,124.00		43,876.91		10,604.89		71,247.09	38.11	38.11
295.000	- SENIOR TRANSPORTATION	84,270.00		27,862.00		14,044.00		56,408.00	33.06	33.06
300.000	- POLICE	2,850,947.00		866,225.90		203,594.61		1,984,721.10	30.38	30.38
335.000	- FIRE	915,169.00		238,494.43		51,657.76		676,674.57	26.06	26.06
346.000	- AMBULANCE	4,580.00		0.00		0.00		4,580.00	0.00	0.00
440.000	- DEPT. OF PUBLIC WORKS	955,195.00		327,747.55		75,226.31		627,447.45	34.31	34.31
650.000	- PARKS AND RECREATION	297,267.00		93,737.18		15,880.37		203,529.82	31.53	31.53
732.000	- HISTORICAL DEPOT	36,420.00		3,118.54		438.23		33,301.46	8.56	8.56
800.000	- CABLE COMMISSION	8,975.00		372.99		0.00		8,602.01	4.16	4.16
802.000	- CULTURAL ARTS	5,800.00		0.00		0.00		5,800.00	0.00	0.00
820.000	- VETERANS MEMORIAL PROJECT	11,000.00		1,958.75		1,958.75		9,041.25	17.81	17.81
TOTAL EXPENDITURES		6,681,599.00		2,313,561.30		719,872.80		4,368,037.70	34.63	34.63

Fund 101 - GENERAL FUND:

TOTAL EXPENDITURES

6,681,599.00	2,313,561.30	719,872.80	4,368,037.70	34.63
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EXPENDITURE REPORT FOR CITY OF SOUTH LYON
PERIOD ENDING 10/31/2020
FINANCIAL REPORT FOR OCTOBER 2020

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GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDTG	USE
		AMENDED BUDGET	NORMAL (ABNORMAL)	10/31/2020	INCREASE (DECREASE)	MONTH 10/31/2020	NORMAL (ABNORMAL)	BALANCE			
Fund 202 - MAJOR STREETS											
000.000	- ACCOUNTANT	0.00	0.00	3,910.00	0.00	1,150.00	0.00	1,690.00	0.00	69.82	
212.000	- STREET CONSTRUCTION	5,600.00	1,407.47	56,066.49	259.35	13,732.08	8,592.53	121,053.51	14.07	31.65	
463.000	- STREET-ROUTINE MAINT.	177,120.00	2,177.10	464.93	0.00	1,194.10	16,562.90	109,124.07	11.62	0.42	
474.000	- TRAFFIC SERVICES	18,740.00	116.41	0.00	0.00	0.00	5,947.59	100,000.00	1.92	0.00	
478.000	- SNOW FLOWING	109,589.00	0.00	1,291.28	502.33		8,892.72			12.68	
479.000	- SNOW REMOVAL	5,064.00									
485.000	- TRANSFER BETWEEN FUNDS	100,000.00									
491.000	- STORM SEWER	10,184.00									
TOTAL EXPENDITURES		437,297.00	65,433.68		16,837.86		371,863.32		14.96		
Fund 202 - MAJOR STREETS:											
TOTAL EXPENDITURES		437,297.00	65,433.68		16,837.86		371,863.32		14.96		
Fund 203 - LOCAL STREETS											
000.000	- ACCOUNTANT	0.00	0.00	3,910.00	0.00	1,150.00	0.00	1,690.00	0.00	69.82	
212.000	- STREET CONSTRUCTION	5,600.00	757.87	56,004.06	139.65	19,386.01	9,242.13	113,786.94	7.58	32.98	
463.000	- STREET-ROUTINE MAINT.	169,791.00	1,376.32	280.17	855.95	0.00	5,241.68	96,006.83	20.80	0.29	
474.000	- TRAFFIC SERVICES	6,618.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
478.000	- SNOW FLOWING	96,287.00	1,688.08		504.78		16,882.92		9.09		
485.000	- TRANSFER BETWEEN FUNDS	0.00									
491.000	- STORM SEWER	18,571.00									
TOTAL EXPENDITURES		306,867.00	64,016.50		22,036.39		242,850.50		20.86		
Fund 203 - LOCAL STREETS:											
TOTAL EXPENDITURES		306,867.00	64,016.50		22,036.39		242,850.50		20.86		
TOTAL EXPENDITURES - ALL FUNDS											
TOTAL EXPENDITURES - ALL FUNDS		744,164.00	129,450.18		38,874.25		614,713.82		17.40		

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EXPENDITURE REPORT FOR CITY OF SOUTH LYON

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PERIOD ENDING 10/31/2020

FINANCIAL REPORT FOR OCTOBER 2020

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 10/31/2020		ACTIVITY FOR MONTH 10/31/2020 INCREASE (DECREASE)	AVAILABLE BALANCE		% BDGT USED
			NORMAL	(ABNORMAL)		NORMAL	(ABNORMAL)	
Fund 592 - WATER & SEWER								
452.000		2,000,000.00	931,399.92		298,543.50	1,068,600.08		46.57
540.000	- WATER / REPAIR	181,271.00	33,412.71		5,926.34	147,858.29		18.43
550.000	- SEWER / REPAIR	201,476.00	29,617.85		6,402.83	171,858.15		14.70
555.000	- REFUSE COLLECTION	540,402.00	271,929.84		93,459.16	268,472.16		50.32
556.000	- WATER	1,670,395.00	405,212.04		142,959.04	1,265,182.96		24.26
557.000	- WASTEWATER	1,601,379.00	388,060.78		123,220.74	1,213,318.22		24.23
TOTAL EXPENDITURES			2,059,633.14		670,511.61	4,135,289.86		33.25
Fund 592 - WATER & SEWER:								
TOTAL EXPENDITURES			2,059,633.14		670,511.61	4,135,289.86		33.25

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CHECK REGISTER FOR CITY OF SOUTH LYON
CHECK DATE FROM 10/15/2020 - 11/05/2020

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Check Date	Check	Vendor	Vendor Name	Description	Amount	Status
Bank 01 GEN FUND CHECKING						
10/15/2020	80382	MISC	MARTIN WAGNER	UB refund for account: HAGA-000641-00	85.70	Open
10/15/2020	80383	4565	ADRIAN TATRO	BOOTS	89.94	Cleared
10/15/2020	80384	9048	ADVANCED SAFE & LOCK	LOCK ASSEMBLY FOR PARK REST ROOM	926.00	Cleared
10/15/2020	80385	4295	AMAZON CAPITAL SERVICES	PADLOCKS FOR BURN BUILDING	88.93	Cleared
10/15/2020	80386	8966	ARBOR DAY FOUNDATION	ANNUAL MEMBERSHIP 10/2020 - 10/2021	15.00	Cleared
10/15/2020	80387	9010	ASCENSION PROVIDENCE HOSPITAL	EPI	105.00	Open
10/15/2020	80388	4068	AT&T	SERVICE FROM 10/1/2020 - 10/31/2020	170.63	Cleared
10/15/2020	80389	0280	BADER & SONS CO.	FINAL FUEL FILTER FOR DPW	28.59	Cleared
10/15/2020	80390	4197	BASIC	SECTION 125 FSA PLAN ADMIN. OCT. 2020	57.60	Cleared
10/15/2020	80391	3602	BLUE CROSS BLUE SHIELD OF MICH	INSURANCE PREMIUMS	43,322.75	Cleared
10/15/2020	80392	3602	BLUE CROSS BLUE SHIELD OF MICH	RETIREE INSURANCE PREMIUMS	4,224.46	Cleared
10/15/2020	80393	2378	BOUND TREE MEDICAL, LLC	AED BATTERY	167.69	Cleared
10/15/2020	80394	5264	BUSCH'S	ITEMS FOR SATURDAY TRAINING	80.96	Cleared
10/15/2020	80395	3935	CIB PLANNING	PLANNING CONSULTANT & ENGINEERING FEE	4,964.50	Cleared
10/15/2020	80396	0058	CITY OF SOUTH LYON	WATER & SEWER BILLS: 335 S WARREN, 31	744.56	Cleared
10/15/2020	80397	3165	CONSUMERS ENERGY	UTILITY SERVICE, VARIOUS LOCATIONS	333.66	Cleared
10/15/2020	80398	5774	COSTCO MEMBERSHIP	MEMBERSHIP RENEWAL	180.00	Cleared
10/15/2020	80399	2678	COUGAR SALES & RENTAL, INC.	HARDENER BLACK FOR CONCRETE FOR SEWER	39.99	Cleared
10/15/2020	80400	5454	CYNERGY PRODUCTS	QUARTERLY BILL - RADIO	345.00	Cleared
10/15/2020	80401	0584	DTE ENERGY	STREETLIGHTS	9,258.74	Cleared
10/15/2020	80402	0584	DTE ENERGY	UTILITY SERVICE 376 DOROTHY	8,842.44	Cleared
10/15/2020	80403	0584	DTE ENERGY	UTILITY SERVICE, VARIOUS LOCATIONS	1,219.83	Cleared
10/15/2020	80404	3455	EMPLOYEE HEALTH INSURANCE MGMT	SEPTEMBER 2020 CLAIMS FUNDING	16,496.74	Cleared
				SEPTEMBER 2020 MEDICAL WRAP PROCESSIN	869.50	Cleared
					17,366.24	
10/15/2020	80405	4394	GREAT LAKES ACE HARDWARE	HOSE FOR DEWATERING	34.19	Cleared
10/15/2020	80406	2350	HARTLAND DEERFIELD CAPITAL RESERVE	FLASHOVER TRAINING - MCGILLEN	10.00	Cleared
10/15/2020	80407	0125	HORNET CONCRETE CO. INC.	CONCRETE FOR SEWER REPAIR & SIDEWALK	942.50	Cleared
10/15/2020	80408	4366	I.T. RIGHT	SVC. CONTRACT 11/2/2020 - 10/31/2021	35,500.00	Cleared
10/15/2020	80409	0135	JOHN'S SANITATION	PORTA JOHN AT PARKS & FARMER'S MARKET	628.00	Cleared
10/15/2020	80410	3610	KENSINGTON VALLEY VARSITY	UNIFORMS	729.30	Cleared
10/15/2020	80411	4026	LB OFFICE PRODUCTS	OFFICE SUPPLIES	244.61	Cleared
10/15/2020	80412	1509	MARTIN'S DO IT BEST	SEPTEMBER 2020 STATEMENT	426.82	Cleared
10/15/2020	80413	4427	MAXI - BRIGHTON	TURN SWITCH FOR W6 & FILTERS FOR DPW	159.05	Cleared
				STARTER FOR T1	138.89	Cleared
					297.94	
10/15/2020	80414	4946	MCAUGHTON-MCKAY	PARTS FOR BAR SCREEN	217.83	Cleared
10/15/2020	80415	4033	MICHIGAN ASSOC OF CHIEFS OF POLICE	2-DAY TRAINING - SOVIK, BAAKI, FAUGHT	780.00	Cleared
10/15/2020	80416	5767	MUNICODE	CODE HOSTING ONLINE	900.00	Cleared
10/15/2020	80417	5183	OAKLAND COUNTY TREASURERS	CLEMIS TECH REQ	17.99	Cleared
10/15/2020	80418	5845	OBSERVER & ECCENTRIC	LEGAL NOTICES	424.80	Cleared

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10/15/2020	80419	5106	PARKSON CORPORATION	PARTS FOR RDT	2,691.00	Cleared
10/15/2020	80420	0462	PETER'S TRUE VALUE HARDWARE	SEPTEMBER 2020 STATEMENT OIL/FUEL	1,957.73 34.75	Cleared Cleared
10/15/2020	80421	1555	PURCHASE POWER	POSTAGE METER REFILLS	1,992.48	Cleared
10/15/2020	80422	2807	R.R.A.S.O.C.	SAT., OCT. 3, HAZARDOUS WASTE	2,691.70	Cleared
10/15/2020	80423	5804	RISE ABOVE FIRE TRAINING LLC	FORCIBLE ENTRY CLASS	2,358.50	Cleared
10/15/2020	80424	0213	ROAD COMMISSION FOR OAKLAND COUNTY	TRAFFIC SIGNAL MAINT. AUG. 2020	1,370.00	Cleared
10/15/2020	80425	5554	SALEM-SOUTH LYON DISTRICT	TAX DISBURSEMENT/TAXES DUE	153.04	Cleared
10/15/2020	80426	3374	SCALETRON INDUSTRIES, LTD	DIGITAL DUAL SCALE	372,470.51	Cleared
10/15/2020	80427	5251	SHARE CORPORATION	DISINFECTANT WIPES	2,224.37	Cleared
10/15/2020	80428	0461	SOUTH LYON COMMUNITY SCHOOLS	TAX DISBURSEMENT/TAXES DUE	165.50	Cleared
10/15/2020	80429	3100	STATE OF MICHIGAN**	FINGERPRINTS - SCHOOL EMPLOYEES/VOLUN	2,294,512.04	Cleared
10/15/2020	80430	3919	SWEENEY CONSTRUCTION MATERIALS	PLAIN RESTEEL FOR WELL HOUSE	1,338.75	Open
10/15/2020	80431	1465	TERMINIX PROCESSING CENTER	PEST CONTROL	31.00	Cleared
10/15/2020	80432	4519	TRUGREEN PROCESSING CENTER	LAWN SERVICE AT PAUL BAKER PARK	94.00	Cleared
10/15/2020	80433	5731	WINDSTREAM	UTILITY SERVICE	92.35	Cleared
10/15/2020	80434	3984	WOW! BUSINESS	CABLE TV SERVICE - WATER DEPT.	2,196.18	Cleared
10/15/2020	80435	3984	WOW! BUSINESS	UTILITY SERVICE CITY HALL	32.97	Cleared
10/15/2020	80436	MISC	MARTIN WAGNER	UB refund for account: HAGA-000641-00	54.97	Cleared
10/22/2020	80437	4376	RED WING BUSINESS ADVANTAGE ACCOUN	SAFETY BOOTS - JEFF ARCHIE	85.70	Cleared
10/22/2020	80438	4295	AMAZON CAPITAL SERVICES	CAR DOOR EDGE GUARD	207.99	Cleared
10/22/2020	80439	5310	ARBOR SPRINGS WATER CO., INC.	MANILLA FILE FOLDERS	25.14	Cleared
10/22/2020	80440	0364	BAAKI DOUGLAS	FOGGER AND DISINFECTANT	20.98	Cleared
10/22/2020	80441	0708	AUDRA BAKER	WATER	429.96	Cleared
10/22/2020	80442	1110	JARED BAKER	OFFICER'S CLEANING ALLOWANCE	476.08	Cleared
10/22/2020	80443	3219	RONALD BARBOUR	OFFICER'S CLEANING ALLOWANCE	25.50	Cleared
10/22/2020	80444	4051	DEANNA BLANKSTROM	OFFICER'S CLEANING ALLOWANCE	100.00	Cleared
10/22/2020	80445	3749	KRISPEN S. CARROLL	OFFICER'S CLEANING ALLOWANCE	100.00	Open
10/22/2020	80446	4315	COMMUNICATIONS TECHNOLOGIES, INC.	OFFICER'S CLEANING ALLOWANCE	100.00	Open
10/22/2020	80447	1633	CHRISTOPHER HAUGHT	REIMBURSEMENT FOR BASIC SAFETY COURSE	100.00	Cleared
10/22/2020	80448	4394	GREAT LAKES ACE HARDWARE	REIMBURSEMENT FOR D-4 LICENSE RENEWAL	164.00	Cleared
10/22/2020	80449	4410	GUARDIAN	PAYROLL DEDUCTION CASE # 17-57623-PJS	88.80	Cleared
10/22/2020	80450	2545	SEAN S. HOYDIC	MONTHLY PHONE MAINT. 10/20/2020 - 11/	85.00	Cleared
10/22/2020	80451	4240	HURON VALLEY GUNS	OFFICER'S CLEANING ALLOWANCE	100.00	Open
10/22/2020	80452	0557	INTL UNION OF OPERATING ENG	SHELVING UNIT	52.24	Open
10/22/2020	80453	4319	JAKE JACOBS	NOVEMBER PREMIUMS	9,569.86	Cleared
				OFFICER'S CLEANING ALLOWANCE	100.00	Cleared
				STILL 1/4 ZIP SWEAT SHIRT	104.99	Open
				MONTHLY DUES	173.84	Cleared
				OFFICER'S CLEANING ALLOWANCE	100.00	Cleared

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10/22/2020	80454	4291	JONATHAN SCHNEEMANN	OFFICER'S CLEANING ALLOWANCE	100.00	Cleared
10/22/2020	80455	4026	LB OFFICE PRODUCTS	OFFICE SUPPLIES	213.43	Cleared
				OFFICE SUPPLIES	37.16	Cleared
					250.59	
10/22/2020	80456	4393	LISA WOOD	ELECTION HOURS 11.75 X \$14/HR.	165.00	Open
10/22/2020	80457	4427	MAXI - BRIGHTON	PARTS FOR REPAIRS	674.71	Open
10/22/2020	80458	0470	MISDU	PAYROLL DEDUCTION ID 912962522	291.26	Cleared
10/22/2020	80459	1034	OAKLAND COUNTY TREASURER	TRAILER PARK TAX SEPTEMBER 2020	460.00	Cleared
10/22/2020	80460	0218	PARKSIDE CLEANERS	7 RUGS	43.00	Cleared
10/22/2020	80461	1634	TIMOTHY RAAP	OFFICER'S CLEANING ALLOWANCE	100.00	Cleared
10/22/2020	80462	5982	JOHN RACE	REIMBURSEMENT FOR CDL RENEWAL	70.00	Cleared
10/22/2020	80463	0236	CHRISTOPHER SEDEFLUND	OFFICER'S CLEANING ALLOWANCE	100.00	Cleared
10/22/2020	80464	2405	CHRISTOPHER SOVIK	OFFICER'S CLEANING ALLOWANCE	100.00	Cleared
10/22/2020	80465	0831	TONY SROUFE	OFFICER'S CLEANING ALLOWANCE	100.00	Cleared
10/22/2020	80466	3691	START RESCUE LLC	VEHICLE EXTRICATION 8 HOURS 10-10-202	1,575.00	Cleared
10/22/2020	80467	9800	TRAVIS STEVENS	OFFICER'S CLEANING ALLOWANCE	100.00	Open
10/22/2020	80468	4343	STRYKER SALES CORPORATION	LUCAS ANNUAL P & M	295.80	Cleared
10/22/2020	80469	0768	JOHN TOMANEK	OFFICER'S CLEANING ALLOWANCE	100.00	Cleared
10/22/2020	80470	4519	TRUGREEN PROCESSING CENTER	LAWN SERVICE AT VOLUNTEER PARK	927.66	Cleared
10/22/2020	80471	0062	VANTAGEPOINT TRANSFERS	ICMA 457 PLAN # 301149 PAYROLL DED. 1	3,752.37	Cleared
10/22/2020	80472	1211	TIMOTHY WALTON	OFFICER'S CLEANING ALLOWANCE	100.00	Cleared
10/22/2020	80473	4567	WASHENAW AREA MUTUAL AID ASSOC.	4 STUDENTS - FIRE FIGHTER 1 & 2	2,000.00	Cleared
10/22/2020	80474	3854	SUSAN L. WINTERS	PAYROLL DEDUCTION FOR PPE 10/20/2020	66.21	Cleared
10/22/2020	80475	5116	WITMER PUBLIC SAFETY GROUP	HELMETS	1,416.92	Cleared
10/22/2020	80476	3984	WOW! BUSINESS	CABLE AND INTERNET SERVICE	243.25	Cleared
10/23/2020	80477	4330	MICHIGAN MUNICIPAL RISK MANAGEMENT	ACH AUTHORIZATION	1.00	Cleared
10/29/2020	80478	MISC	JESSICA HEFFERAN	UB refund for account: COVI-000649-00	43.49	Open
10/29/2020	80479	4569	NANCY DUNIGAN	REIMBURSEMENT FOR SANITARY SEWER CLEA	819.38	Open
10/29/2020	80480	4557	AIA SERVICES, LLC	FACE MASKS - COVID-19 PREVENTION	180.90	Open
10/29/2020	80481	4295	AMAZON CAPITAL SERVICES	SUGAR AND CREAMER	29.87	Open
10/29/2020	80482	5310	ARBOR SPRINGS WATER CO., INC.	WATER	18.00	Open
				WATER	32.00	Open
					50.00	
10/29/2020	80483	2378	BOUND TREE MEDICAL, LLC	GAUZE PAD	5.09	Open
				GLUCOSE TEST STRIPS	62.39	Open
					67.48	
10/29/2020	80484	11073	BS & A SOFTWARE	ANNUAL SERVICE/SUPPORT FEES 11/01/202	6,094.00	Open
10/29/2020	80485	4191	CARL RICHARDS	MONTHLY COUNCIL PAY	180.00	Cleared
10/29/2020	80486	4189	DANIEL PELCHAT	MONTHLY COUNCIL PAY	220.00	Open
10/29/2020	80487	0584	DTE ENERGY	UTILITY SERVICE 215 WHIPPLE ST	397.47	Open
10/29/2020	80488	4122	GFL ENVIRONMENTAL USA	DUMPFSTER & RECYCLING 11/1/2020 - 11/3	1,106.36	Open

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				DUMPSSTER & RECYCLING 11/1/2020 - 11/3	46,735.75	Open
					47,842.11	
10/29/2020	80489	4394	GREAT LAKES ACE HARDWARE	ALL PURPOSE TOOL & COMBO REEL IMPACT DRILL AND CIRCULAR SAW	74.08 199.98	Open Open
					274.06	
10/29/2020	80490	0332	HACH COMPANY	FREIGHT CHARGES FOR LAB ITEM THAT WAS COMMERCIAL ACCOUNT	50.22	Open
10/29/2020	80491	4568	HOME DEPOT CREDIT SERVICES		207.20	Open
10/29/2020	80492	4366	I.T. RIGHT	(7) HP PROBOOK NOTEBOOKS FOR CITY COU USB HUB	5,789.00 13.59	Open Open
					5,802.59	
10/29/2020	80493	4368	IMAGE 360	3' X 4' SNEEZEGUARDS	1,040.00	Open
10/29/2020	80494	2586	GLENN KIVELL	MONTHLY COUNCIL PAY	180.00	Open
10/29/2020	80495	6114	MARGARET KURTZWELL	MONTHLY COUNCIL PAY	180.00	Open
10/29/2020	80496	4395	LISA DILG	MONTHLY COUNCIL PAY	180.00	Open
10/29/2020	80497	4427	MAXI - BRIGHTON	BRAKE PADS FOR T3 OIL FILTER AND BRAKE PADS HEADLIGHT BULB AIR FILTERS, REAR PADS, & OUTER TIE R	74.19 62.57 64.58 222.94	Open Open Open Open
					424.28	
10/29/2020	80498	0218	PARKSIDE CLEANERS	7 RUGS	43.00	Open
10/29/2020	80499	5364	PEOPLE'S EXPRESS	AUGUST AND SEPT. TRANSPORTATION TAPE	14,044.00	Open
10/29/2020	80500	0462	PETER'S TRUE VALUE HARDWARE	FINAL BILL RELATED TO 6/30/2020 FINAN TRAFFIC SIGNAL MAINT. SEPT. 2020	10.99 3,830.00	Open Open
10/29/2020	80501	0216	PLANTE & MORAN, PLLC	CPSE RENEWAL	186.84	Open
10/29/2020	80502	0213	ROAD COMMISSION FOR OAKLAND COUNTY		200.00	Cleared
10/29/2020	80503	4218	ROBERT VOGEL			
10/29/2020	80504	3955	ROSATI, SCHULTZ, JOPEICH	CITY ATTORNEY GENERAL WORK PROF. SVCS PROSECUTIONS - PROF. SVCS. RENDERED T	3,975.00 1,118.00	Open Open
					5,093.00	
10/29/2020	80505	4190	ROSE WALTON	MONTHLY COUNCIL PAY	180.00	Open
10/29/2020	80506	5554	SALEM-SOUTH LYON DISTRICT	TAX DISBURSEMENT/TAXES DUE TO LIBRARY	4,931.82	Open
10/29/2020	80507	0461	SOUTH LYON COMMUNITY SCHOOLS	TAX DISBURSEMENT/TAXES DUE TO SCHOOLS	46,858.70	Open
10/29/2020	80508	4207	STEPHEN KENNEDY	MONTHLY COUNCIL PAY	180.00	Open
10/29/2020	80509	3596	THE UPS STORE	SHIPPING LAB EQUIPMENT	495.17	Open
10/29/2020	80510	3675	TOSHIBA FINANCIAL SERVICES	CONTRACT PAYMENT 10/15/2020 - 11/15/2	2,219.36	Open
10/29/2020	80511	3984	WOW! BUSINESS	INTERNET SERVICE - DIA ACCOUNT	710.00	Open
10/29/2020	80512	3984	WOW! BUSINESS	TV	11.58	Open
10/30/2020	80513	4366	I.T. RIGHT	4 LENOVO THINK PADS EPOLL BOOK FOR EL FIREWALL UPGRADES	3,507.12 1,560.00	Open Open

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11/04/2020	80514	2562	POSTMASTER	POSTAGE FOR WATER DELINQUENT NOTICES	5,067.12	Open
11/05/2020	80515	MISC	MICHAEL ENGEL	UB refund for account: SING-000138-00	192.85	Open
11/05/2020	80516	0561	A.F.S.C.M.E. COUNCIL 25	PAYROLL DEDUCTION UNION DUES NOVEMBER	330.95	Open
11/05/2020	80517	4557	AIA SERVICES, LLC	MASKS	637.00	Open
11/05/2020	80518	2666	DAVID ALLEN	ELECTION WORK 18.5 HRS. @ \$12/HR.	244.75	Open
11/05/2020	80519	0642	RITA ALLEN	ELECTION WORK 20.5 HRS. @ \$12/HR.	222.00	Open
11/05/2020	80520	4295	AMAZON CAPITAL SERVICES		246.00	Open
				CAR DOOR MOULDING RUBBER SCRATCH PROT	16.76	Open
				BUSINESS PRIME ESSENTIALS - MEMBERSHI	179.00	Open
				HAND SANITIZER, THERMOMETER, SAFETY G	673.02	Open
				TISSUE	73.19	Open
				SMOKE DETECTORS	96.80	Open
				CUPS	25.33	Open
				MUD FLAGS AND TAIL LIGHT	84.46	Open
					1,148.56	
11/05/2020	80521	4578	AMY BAKER	ELECTION WORK 16.5 HRS. @ \$12/HR.	198.00	Open
11/05/2020	80522	4574	ANTHONY FACONE	ELECTION WORK 18.5 HRS. @ \$12/HR.	222.00	Open
11/05/2020	80523	4581	ASHLEY FISHER	ELECTION WORK 18 HRS. @ \$12/HR.	216.00	Open
11/05/2020	80524	5374	AT&T MOBILITY	WIRELESS SERVICE	541.32	Open
11/05/2020	80525	1747	ANNE BADARAK	ELECTION WORK 17 HRS. @ \$12/HR.	204.00	Open
11/05/2020	80526	0300	BADGER METER INC.	CELLULAR SERVICES OCTOBER 2020	550.91	Open
11/05/2020	80527	2378	BOUND TREE MEDICAL, LLC	GLOVES	489.00	Open
				AED TRAINER	399.99	Open
					888.99	
11/05/2020	80528	1061	BRIGHTON CLEANING SUPPLIES & SVCS.	C-FOLD PAPER TOWELS	107.42	Open
11/05/2020	80529	11083	RONALD BROCK	MILEAGE FOR CLASS	69.92	Open
11/05/2020	80530	4580	CAROL FELDMAN	ELECTION WORK 18 HRS. @ \$12/HR.	216.00	Open
11/05/2020	80531	3749	KRISPEN S. CARROLL	PAYROLL DEDUCTION CASE # 17-57623-PJS	88.80	Open
11/05/2020	80532	4571	CHERYL DANIELS	ELECTION WORK 17.75 HRS. @ \$12/HR.	213.00	Open
11/05/2020	80533	4588	CHRISTOPHER HUGHES	ELECTION WORK 17 HRS. @ \$12/HR.	204.00	Open
11/05/2020	80534	5922	FRANCES CODY	ELECTION WORK 16 HRS. @ \$12/HR.	192.00	Open
11/05/2020	80535	5923	GERALD CODY	ELECTION WORK 16 HRS. @ \$14/HR.	224.00	Open
11/05/2020	80536	3165	CONSUMERS ENERGY	GAS	17.46	Open
11/05/2020	80537	3165	CONSUMERS ENERGY	GAS	121.38	Open
11/05/2020	80538	2678	COUGAR SALES & RENTAL, INC.	TOOLS FOR CONCRETE REPAIR	472.00	Open
11/05/2020	80539	4582	DAVID HANCOCK	ELECTION WORK 16 HRS. @ \$12/HR.	192.00	Open
11/05/2020	80540	4454	DENNIS SEYBERT	UTILITY SERVICE 200 DOROTHY ST	575.40	Open
11/05/2020	80541	0584	DTE ENERGY	UTILITY SERVICE 502 WASHINGTON AND 11	44.11	Open
11/05/2020	80542	0584	DTE ENERGY	UTILITY SERVICE 23500 DIXBORO AND 376	94.30	Open
11/05/2020	80543	0584	DTE ENERGY	UTILITY SERVICE - VARIOUS LOCATIONS	24,632.69	Open
11/05/2020	80544	0584	DTE ENERGY	UTILITY SERVICE	1,195.10	Open
11/05/2020	80545	0584	DTE ENERGY	UTILITY SERVICE 300 DOROTHY ST	1,594.16	Open
11/05/2020	80546	0584	DTE ENERGY		91.62	Open

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11/05/2020	80547	0584	DTE ENERGY	UTILITY SERVICE 250 DOROTHY ST	21.58	Open
11/05/2020	80548	4256	EILEEN DABLIZ	ELECTION WORK 16.5 HRS. @ \$12/HR.	198.00	Open
11/05/2020	80549	4583	EVE IRELAND	ELECTION WORK 18 HRS. @ \$12/HR.	216.00	Open
11/05/2020	80550	4274	FIRE STATION CHECKLIST	APP MONTHLY	100.00	Open
11/05/2020	80551	4128	GARY BEASLEY	ELECTION WORK 15.75 HRS. @ \$12/HR.	189.00	Open
11/05/2020	80552	4469	GFL ENVIRONMENTAL USA	DEBRIS DISPOSAL	7,516.53	Open
11/05/2020	80553	4394	GREAT LAKES ACE HARDWARE	PLUGS	18.98	Open
11/05/2020	80554	4240	HURON VALLEY GUNS	SHIPLEY - PANTS	46.99	Open
11/05/2020	80555	4282	JANE ELIZABETH NELSON	ELECTION WORK 17 HRS. @ \$14/HR.	238.00	Open
11/05/2020	80556	4587	JOHN DOYLE	ELECTION WORK 17 HRS. @ \$12/HR.	204.00	Open
11/05/2020	80557	4253	JUDITH BRYSON	ELECTION WORK 16.5 HRS. @ \$12/HR.	198.00	Open
11/05/2020	80558	4455	JUDITH SEYBERT	ELECTION WORK 39.35 HRS. @ \$14/HR.	550.90	Open
11/05/2020	80559	4515	JUDY MATTESON	ELECTION WORK 17.75 HRS. @ \$12/HR.	213.00	Open
11/05/2020	80560	4384	KATHLEEN SHEPHERD	ELECTION TRAINING 2HRS. @ \$12/HR.	189.00	Open
11/05/2020	80561	4589	KATHY LONG	ELECTION WORK 16.5 HRS. @ \$12/HR.	24.00	Open
11/05/2020	80562	4105	AMBER LYNN KING	ELECTION WORK 17.75 HRS. @ \$14/HR.	198.00	Open
11/05/2020	80563	2273	JOHN KOPACZ	ELECTION WORK 15.75 HRS. @ \$12/HR.	248.50	Open
11/05/2020	80564	2333	CARL KOSKI	ELECTION WORK 15.75 HRS. @ \$14/HR.	189.00	Open
11/05/2020	80565	2148	DOROTHY KOSKI	ELECTION WORK 18.5 HRS. @ \$12/HR.	220.50	Open
11/05/2020	80566	4573	KRISTY BASTINE	ELECTION WORK 18 HRS. @ \$12/HR.	222.00	Open
11/05/2020	80567	4385	LAURA KATHERINE WALKER	OFFICE SUPPLIES	216.00	Open
11/05/2020	80568	4026	LB OFFICE PRODUCTS	OFFICE SUPPLIES	44.69	Open
				2021 CALENDARS AND PLANNERS, OFFICE S	27.61	Open
					218.17	Open
					290.47	
11/05/2020	80569	4579	LEAH DAILEY	ELECTION WORK 18 HRS. @ \$12/HR.	216.00	Open
11/05/2020	80570	4382	LINDA JANE BENSON	ELECTION WORK 15.75 HRS. @ \$12/HR.	189.00	Open
11/05/2020	80571	4281	LINDA JANE GASPAROTT	ELECTION WORK 18 HRS. @ \$12/HR.	189.00	Open
11/05/2020	80572	4584	LISA SPRATKE	ELECTION HOURS 40.75 @ \$14/HR.	216.00	Open
11/05/2020	80573	4393	LISA WOOD	ELECTION WORK 16.5 HRS. @ \$12/HR.	570.50	Open
11/05/2020	80574	4575	MARGARET HOLYCROSS	ELECTION WORK 15 HRS. @ \$12/HR.	198.00	Open
11/05/2020	80575	4391	MARK STANLEY FLOWERS	YARD WASTE BAGS FOR GARDENING	180.00	Open
11/05/2020	80576	1509	MARTIN'S DO IT BEST	ELECTION WORK 17 HRS. @ \$12/HR.	12.45	Open
11/05/2020	80577	4586	MARY CONNOLLY	ELECTION WORK 17 HRS. @ \$12/HR.	204.00	Open
11/05/2020	80578	4283	MARY LOUISE KORR		204.00	Open
11/05/2020	80579	4427	MAXI - BRIGHTON	OIL FILTERS	33.37	Open
				FILTERS AND WASHER FLUID	96.85	Open
					130.22	
11/05/2020	80580	4430	MICHAEL CARLSON	ORDINANCE ENFORCEMENT MILEAGE EXPENSE	5.69	Open
11/05/2020	80581	4516	MICHELE DARGET	ELECTION WORK 15 HRS. @ \$12/HR.	180.00	Open
11/05/2020	80582	4577	MICHELLE WALKUP	ELECTION WORK 18.5 HRS. @ \$12/HR.	222.00	Open
11/05/2020	80583	0662	MICHIGAN STATE FIREMEN'S ASSOC.	2021 DUES	75.00	Open
11/05/2020	80584	0470	MISDU	PAYROLL DEDUCTION ID 912962522	291.26	Open
11/05/2020	80585	4457	NANCY DURBIN	ELECTION WORK 15 HRS. @ \$12/HR.	180.00	Open

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11/05/2020	80586	5183	OAKLAND COUNTY TREASURERS	FRMS DEPT. FEE JULY-SEPT 2020	1,137.00	Open
11/05/2020	80587	4572	PHYLLIS GOODMAN	ELECTION WORK 17.75 HRS. @ \$12/HR.	213.00	Open
11/05/2020	80588	6089	JUDY PIEPER	ELECTION RUNNING	29.56	Open
11/05/2020	80589	1199	PNC BANK	BUSINESS CARD	1,963.22	Open
11/05/2020	80590	5141	POLICE OFFICERS ASSOC. OF MICHIGAN	PAYROLL DEDUCTION UNION DUES NOVEMBER	609.88	Open
11/05/2020	80591	0559	POLICE OFFICERS LABOR COUNCIL	MONTHLY DUES NOVEMBER 2020	251.25	Open
11/05/2020	80592	8896	MARK G. POPRAVSKY	FALL WINTERIZATION FOR DEPOT/CHURCH \$	110.00	Open
11/05/2020	80593	4591	REBECCA STILLWELL	ELECTION WORK 20.5 HRS. @ \$12/HR.	246.00	Open
11/05/2020	80594	4453	RICHARD CADICAMO	ELECTION WORK 18.75 HRS. @ \$14/HR.	262.50	Open
11/05/2020	80595	4218	ROBERT VOGEL	CANDY FOR 10-31-2020	31.98	Open
				WINTER HAT	27.54	Open
					59.52	
11/05/2020	80596	0302	JEANETTE RUSSELL	ELECTION WORK 15 HRS. @ \$12/HR.	180.00	Open
11/05/2020	80597	4585	RYAN CARTMILL	ELECTION WORK 17 HRS. @ \$12/HR.	204.00	Open
11/05/2020	80598	4590	SAGAR SHIRISH SHAH	ELECTION WORK 17 HRS. @ \$12/HR.	204.00	Open
11/05/2020	80599	4517	SCOTT BRANDON	ELECTION INSPECTOR BALLOT PREP. & ASS	528.50	Open
11/05/2020	80600	4106	DENISE HORVATH SEMION	ELECTION WORK 19 HRS. @ \$14/HR.	266.00	Open
11/05/2020	80601	4576	SHAWN PERTTUNEN	ELECTION WORK 16.5 HRS. @ \$12/HR.	198.00	Open
11/05/2020	80602	4254	SHIRLEY SHINER	ELECTION WORK 16.5 HRS. @ \$12/HR.	198.00	Open
11/05/2020	80603	4388	THERESA ANN SZARAMA	ELECTION WORK 16 HRS. @ \$12/HR.	192.00	Open
11/05/2020	80604	4156	TIMOTHY DAVIDS	FARMER'S MARKET WAGES AND SUPPLIES FO	1,296.00	Open
11/05/2020	80605	0062	VANTAGEPOINT TRANSFERS	ICMA 457 PLAN # 301149 PAYROLL DED. 1	3,512.20	Open
11/05/2020	80606	4247	VERIZON WIRELESS	UTILITY SERVICE	97.85	Open
11/05/2020	80607	4386	WAYNE WILLIAM NUNEZ	ELECTION WORK 18.5 HRS. @ \$14/HR.	259.00	Open
11/05/2020	80608	4592	WILLIAM STONE	ELECTION TRAINING 2 HRS. @ \$12/HR.	24.00	Open
11/05/2020	80609	3854	SUSAN L. WINTERS	PAYROLL DEDUCTION FOR PPE 11/03/2020	234.72	Open
11/05/2020	80610	5361	NANCY ZUFELT	ELECTION WORK 19 HRS. @ \$14/HR.	266.00	Open

01 TOTALS:

Total of 229 Checks:
Less 2 Void Checks:
Total of 227 Disbursements:

3,054,875.41
86.70

3,054,788.71

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 300.000 POLICE					
101-300.000-863.000	VEHICLE MAINTENANCE	TIRE WHOLESALERS COMPANY	TIRES FOR PD AND DPW	575.80	
101-300.000-970.000	CAPITOL IMPROVEMENTS	CHALLENGER TECHNOLOGIES,	SLPD, PREP FOR COMCAST BUSINESS PHONE	12,128.00	
101-300.000-970.000	CAPITOL IMPROVEMENTS	DEBORD BROS. FENCE CO.	PRIVACY FENCE	5,500.00	
		Total For Dept 300.000 POLICE		18,203.80	
Dept 335.000 FIRE					
101-335.000-721.000	UNIFORMS & CLEANING ALLOWANCE	CONWAY SHIELD	SHIELDS	215.64	
101-335.000-863.000	VEHICLE MAINTENANCE	FLEETPRIDE	LADDER CONVERSION KIT	489.99	
101-335.000-863.000	VEHICLE MAINTENANCE	FLEETPRIDE	CABLE	40.74	
101-335.000-863.000	VEHICLE MAINTENANCE	HALT FIRE INC.	COVERS X 2	70.00	
101-335.000-863.000	VEHICLE MAINTENANCE	PAYETTE SALES & SERVICE,	LADDER TRUCK HYDRAULIC PUMP	3,204.67	
101-335.000-931.000	BUILDING MAINTENANCE	KROPP MECHANICAL SERVICE	HOT WATER HEATER	1,476.00	
101-335.000-977.000	EQUIPMENT	STRYKER SALES CORPORATIO	LUCAS CHEST COMPRESSION DEVICE	19,097.22	
		Total For Dept 335.000 FIRE		24,594.26	
Dept 440.000 DEPT. OF PUBLIC WORKS					
101-440.000-740.000	OPERATING EXPENSE	ANN ARBOR WELDING SUPPLY	CYLINDER RENTAL	112.95	
101-440.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & SAFE	SAFETY SUPPLIES, GLOVES, PAPER PRODUC	672.52	
101-440.000-860.000	GAS & OIL	CORRIGAN OIL CO.	GAS & DIESEL 9/3/2020 - 9/24/2020	319.99	
101-440.000-863.000	VEHICLE MAINTENANCE	INTERSTATE BILLING SERVI	ADAPTER FOR VACTOR	5.25	
101-440.000-863.000	VEHICLE MAINTENANCE	INTERSTATE BILLING SERVI	BULK HOSE	154.40	
101-440.000-863.000	VEHICLE MAINTENANCE	INTERSTATE BILLING SERVI	PARTS FOR LOADER	889.75	
101-440.000-863.000	VEHICLE MAINTENANCE	MTECH	POWER BAND-DRIVE BELT	232.36	
101-440.000-863.000	VEHICLE MAINTENANCE	TIRE WHOLESALERS COMPANY	TIRES FOR PD AND DPW	448.00	
101-440.000-957.000	EDUCATION & TRAINING	CGS, INC.	OSHA COMPLIANCE TRAINING	733.34	
101-440.000-974.000	LAND IMPROVEMENTS	HORNET CONCRETE CO. INC.	SIDEWALK REPAIR CORNER OF DOROTHY AND	389.75	
101-440.000-974.000	LAND IMPROVEMENTS	HORNET CONCRETE CO. INC.	SIDEWALK REPAIR FOR CHEST LN & PSI FO	285.00	
101-440.000-974.000	LAND IMPROVEMENTS	HORNET CONCRETE CO. INC.	CONCRETE FOR WELL HOUSE AND SIDEWALK	827.50	
		Total For Dept 440.000 DEPT. OF PUBLIC WORKS		5,070.81	
Dept 690.000 PARKS AND RECREATION					
101-690.000-801.000	PROFESSIONAL SERVICE	JOHN'S SANITATION	PORTA JOHNS @ PARKS & FARMER'S MARKET	230.00	
101-690.000-930.000	REPAIR MAINTENANCE	ETNA SUPPLY	FAUCET FOR PARK RESTROOM	164.25	
		Total For Dept 690.000 PARKS AND RECREATION		394.25	
		Total For Fund 101 GENERAL FUND		48,263.12	
Fund 202 MAJOR STREETS					
Dept 463.000 STREET-ROUTINE MAINT.					
202-463.000-930.000	REPAIR MAINTENANCE	SNIP/TUCK LLC	LEAF BAG REPAIRS	1,559.50	
		Total For Dept 463.000 STREET-ROUTINE MAINT.		1,559.50	

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Fund 202 MAJOR STREETS					
Dept 474.000 TRAFFIC SERVICES					
202-474.000-740.000	OPERATING EXPENSE	HUNT SIGN CO., LTD	STREET SIGNS	469.00	
		Total For Dept 474.000 TRAFFIC SERVICES		469.00	
		Total For Fund 202 MAJOR STREETS		2,028.50	
Fund 203 LOCAL STREETS					
Dept 474.000 TRAFFIC SERVICES					
203-474.000-740.000	OPERATING EXPENSE	HUNT SIGN CO., LTD	STREET SIGNS	469.00	
		Total For Dept 474.000 TRAFFIC SERVICES		469.00	
		Total For Fund 203 LOCAL STREETS		469.00	
Fund 280 DOWNTOWN DEVELOPMENT AUTHORITY					
Dept 000.000					
280-000.000-740.000	OPERATING EXPENSE	JOHN'S SANITATION	PORTA JOHNS @ PARKS & FARMER'S MARKET	398.00	
		Total For Dept 000.000		398.00	
		Total For Fund 280 DOWNTOWN DEVELOPMENT AUTHORITY		398.00	
Fund 401 CAPITAL IMPROVEMENTS					
Dept 451.000 STREET CONSTRUCTION					
401-451.000-802.500	CONTRACTUAL SERVOCES-DPW YARD P	STANTE EXCAVATING COMPAN	DPW COMPLEX IMPROVEMENTS	5,000.00	
		Total For Dept 451.000 STREET CONSTRUCTION		5,000.00	
		Total For Fund 401 CAPITAL IMPROVEMENTS		5,000.00	
Fund 592 WATER & SEWER					
Dept 452.000					
592-452.000-802.000	CONTRACTUAL SVCS	L. D'AGOSTINI & SONS, IN	WATER TREATMENT PLANT PHASE I IMPROVE	296,640.06	
		Total For Dept 452.000		296,640.06	
Dept 550.000 SEWER / REPAIR					
592-550.000-740.000	OPERATING EXPENSE	INDUSTRIAL CHEM LABS	SEWER CLEANER	452.16	
		Total For Dept 550.000 SEWER / REPAIR		452.16	
Dept 556.000 WATER					
592-556.000-740.000	OPERATING EXPENSE	FISHER SCIENTIFIC	MATS FOR LAB	215.48	
592-556.000-740.000	OPERATING EXPENSE	FISHER SCIENTIFIC	LAB SUPPLIES	97.52	
592-556.000-740.000	OPERATING EXPENSE	GRAINGER	PORTABLE TWO WAY RADIOS	23.27	
592-556.000-740.000	OPERATING EXPENSE	GRAINGER	PORTABLE RADIOS & OVERBOOTS	115.90	
592-556.000-740.000	OPERATING EXPENSE	IDEXX LABORATORIES*	LAB SUPPLIES	193.08	
592-556.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES, IN	WATER ANALYSIS	100.00	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 592 WATER & SEWER					
Dept 556.000 WATER			OPEN		
592-556.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES, IN	WATER QUALITY PARAMETERS	100.00	
592-556.000-740.000	OPERATING EXPENSE	FVS NOLWOOD CHEMICALS	FLUORIDE	870.80	
592-556.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & SAFE	FIRST AID SUPPLIES & GLOVES	119.45	
592-556.000-740.000	OPERATING EXPENSE	REAGENTS HOLDINGS	LAB SUPPLIES	83.21	
592-556.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	SHELF FOR LAB	101.91	
592-556.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	LAB SUPPLIES	263.20	
592-556.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	LAB SUPPLIES	72.61	
592-556.000-860.000	GAS & OIL	CORRIGAN OIL CO.	GAS & DIESEL 9/3/2020 - 9/24/2020	3,077.55	
592-556.000-863.000	VEHICLE MAINTENANCE	CUMMINS SALES & SERVICE	TANKER PAC HEATER	222.52	
592-556.000-931.000	BUILDING MAINTENANCE	BECKWAY DOOR	STEEL ENTRY DOOR FOR WELLHOUSE #7	994.00	
592-556.000-931.000	BUILDING MAINTENANCE	C.E.S.	PARTS FOR CONNECTION LINE BETWEEN WELL	113.46	
592-556.000-931.000	BUILDING MAINTENANCE	HORNET CONCRETE CO. INC.	SIDEWALK REPAIR FOR CHEST IN & PSI FO	1,056.00	
592-556.000-931.000	BUILDING MAINTENANCE	HORNET CONCRETE CO. INC.	CONCRETE FOR WELL HOUSE AND SIDEWALK	843.75	
592-556.000-931.000	BUILDING MAINTENANCE	KR LOCKSMITH LLC	LOCK FOR NEW SHED	125.00	
592-556.000-931.000	BUILDING MAINTENANCE	NORTHERN PUMP & WELL	FURNISH/INSTALL NEW 12" CHECK VALVE	12,465.00	
592-556.000-931.000	BUILDING MAINTENANCE	UIS SCADA, INC.	TROUBLESHOOT WATER TREATMENT PLANT	3,228.00	
592-556.000-957.000	EDUCATION & TRAINING	CGS, INC.	OSHA COMPLIANCE TRAINING	293.33	
592-556.000-970.000	CAPITOL IMPROVEMENTS	UIS SCADA, INC.	FINISH CONDUIT AT BOTH WELL HOUSES, L	3,525.50	
Total For Dept 556.000 WATER				28,300.54	
Dept 557.000 WASTEWATER					
592-557.000-740.000	OPERATING EXPENSE	ANN ARBOR WELDING SUPPLY	CYLINDER RENTAL	37.65	
592-557.000-740.000	OPERATING EXPENSE	BRIGHTON ANALYTICAL, L.L	WW ANALYSIS	82.50	
592-557.000-740.000	OPERATING EXPENSE	FISHER SCIENTIFIC	MATS FOR LAB	215.47	
592-557.000-740.000	OPERATING EXPENSE	FISHER SCIENTIFIC	LAB SUPPLIES	76.85	
592-557.000-740.000	OPERATING EXPENSE	FISHER SCIENTIFIC	LAB SUPPLIES	232.99	
592-557.000-740.000	OPERATING EXPENSE	GRAINGER	PORTABLE TWO WAY RADIOS	23.27	
592-557.000-740.000	OPERATING EXPENSE	GRAINGER	PORTABLE RADIOS & OVERBOOTS	115.90	
592-557.000-740.000	OPERATING EXPENSE	HAVILAND PRODUCTS COMPAN	ALUMINUM SULFATE	4,837.65	
592-557.000-740.000	OPERATING EXPENSE	PARAGON LABORATORIES, IN	WW ANALYSIS	443.00	
592-557.000-740.000	OPERATING EXPENSE	QUALITY FIRST AID & SAFE	FIRST AID SUPPLIES & GLOVES	119.44	
592-557.000-740.000	OPERATING EXPENSE	REAGENTS HOLDINGS	LAB SUPPLIES	83.21	
592-557.000-740.000	OPERATING EXPENSE	STONE DEPOT LANDSCAPE SU	PEA PEBBLE FOR DRYING BEDS	351.00	
592-557.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	SHELF FOR LAB	101.90	
592-557.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	LAB SUPPLIES	1,764.73	
592-557.000-740.000	OPERATING EXPENSE	USA BLUE BOOK	LAB SUPPLIES	402.60	
592-557.000-931.000	BUILDING MAINTENANCE	ELHORN ENGINEERING COMPA	PARTS FOR WW	404.39	
592-557.000-931.000	BUILDING MAINTENANCE	MCAUGHTON-MCKAY	OVERLOAD RELAY AND PRESSURE SWITCH	557.21	
592-557.000-931.000	BUILDING MAINTENANCE	USA BLUE BOOK	AVOCADO FLOAT	93.67	
592-557.000-957.000	EDUCATION & TRAINING	CGS, INC.	OSHA COMPLIANCE TRAINING	293.33	
592-557.000-962.000	MISCELLANEOUS EXPENSE	UIS SCADA, INC.	FURNISH 18-4 SHIELDED CABLE	101.09	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check
Fund 592 WATER & SEWER					
Dept 557.000 WASTEWATER					
592-557.000-970.000	CAPITOL IMPROVEMENTS				
		KERR PUMP AND SUPPLY, IN	CENTRIFUGAL PUMP	24,308.00	
		Total For Dept 557.000 WASTEWATER		34,645.85	
		Total For Fund 592 WATER & SEWER		360,038.61	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check
Fund Totals:					
			Fund 101 GENERAL FUND	48,263.12	
			Fund 202 MAJOR STREETS	2,028.50	
			Fund 203 LOCAL STREETS	469.00	
			Fund 280 DOWNTOWN DEVE	398.00	
			Fund 401 CAPITAL IMPRO	5,000.00	
			Fund 592 WATER & SEWER	360,038.61	
			Total For All Funds:	416,197.23	

The above checks have been approved for payment.

Lisa Deaton, City Clerk/Treasurer

Daniel L. Pelchat, Mayor

October 2020 Payroll Reports

Department	Total Pay
Administration	\$ 37,532.57
Cemetery	\$ 6,165.44
Police	\$ 111,637.15
Fire	\$ 31,145.51
D.P.W.	\$ 52,840.22
Water & Wastewater	\$ 45,639.96
Total Wages	\$ 284,960.85

**Please note 2 pay periods in the month of October 2020*

AGENDA NOTE

Consent Agenda #1

MEETING DATE: November 9, 2020

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Consider approval for Kiwanis Club to use the Historic Village / Depot Grounds for annual Christmas tree sale event.

EXPLANATION OF TOPIC: The Kiwanis Club has submitted their annual request for permission to use the property in the McHattie Park located near Historic Village and Depot Grounds for their Christmas tree sale from November 12, 2020 to December 31, 2020.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Request letter, and hold harmless document. We have been informed that the certificate of insurance will be in our possession by Mondays meeting.

POSSIBLE COURSES OF ACTION: Approve or not approve the Kiwanis to hold their annual Christmas tree sales in McHattie Park / Depot Gounds.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the request by the Kiwanis to hold their annual Christmas tree sales in McHattie Park.

Kiwanis Club of South Lyon, Mich.



P.O. Box 235
South Lyon, MI 48178
"On Chief Pontiacs' Trail"
"We Build"

November 4, 2020

South Lyon City Council
335 S. Warren Street
South Lyon, Michigan 48178
Attn: Paul Zelenak, City Manager

**Re: Kiwanis Use of Historical Village/Depot Grounds
South End of McHattie Park**

Dear Honorable City Council,

The South Lyon Kiwanis is requesting the use of the Historical Village/Depot Grounds at the South End of McHattie Park for the purposes of Tree Sales. As the City Council may know, this has been an annual event.

This request is to use the property from **appx. November 12th, 2020 (early drop off and set up) through December 31, 2020 (take down and clean up)**. Sales usually end near December 20, 2020 and the property is usually cleaned up by the end of December-weather permitting. The sales support many charitable activities.

Liability Insurance naming the City of South Lyon, its employees, officers, volunteers and elected official, as well as McHattie Park, as an additional insured has been applied for and a Certificate will be provided upon receipt.

If you have any questions regarding this or any other matter, please feel free to call me.

Very truly yours,

Philip J. Weipert
Club Secretary-(248) 486-1100

PJW:jj

Kiwanis Club of South Lyon, Mich.

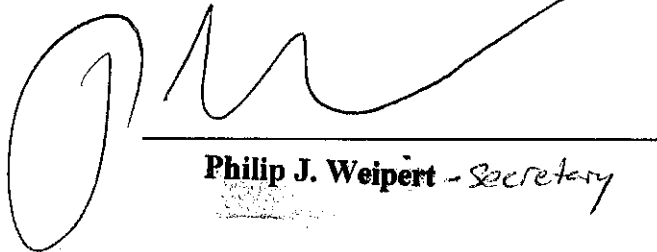


P.O. Box 235
South Lyon, MI 48178
"On Chief Pontiacs' Trail"
"We Build"

HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the South Lyon Kiwanis Club agrees to defend, pay on behalf of, indemnify and hold harmless the City of South Lyon, its elected officials and appointed officials, employees and volunteers, and others working on behalf of the City of South Lyon against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of South Lyon, by reason of personal injury or death and/or property damage, including loss of use thereof, which arises out of, or in any way connected, associated or arising from the use of the City of South Lyon McHattie Park grounds for Tree Sales.

1/4/2020


Philip J. Weipert - Secretary

AGENDA NOTE

Old Business # /

MEETING DATE: November 9, 2020

PERSON PLACING ITEM ON AGENDA: Recommendation from Planning Commission on September 24, 2020.

AGENDA TOPIC: Fieldstone Planned Development (PD) Rezoning and Final PD Site Plan approval

EXPLANATION OF TOPIC: The property involved in this request is the 11.65± acres on the south side of Eleven Mile Road approximately a quarter mile west of Pontiac Trail (Tax ID 21-19-126-002). It is an irregularly shaped parcel located adjacent to and west and north of Colonial Acres and is also bordered by railroad tracks along its western boundary. The applicant is seeking to rezone the property from Multiple Family (RM-1) to Planned Development (PD) for the development of a single-family detached residential condominium neighborhood.

Council must take action on the rezoning application. Because rezoning is by an ordinance amendment, the Council must approve two (2) readings of the proposed ordinance. The Council approved the first reading of the Ordinance on June 22, 2020. Council must now consider whether to approve the second reading and to approve or deny the final site plan.

As the rezoning integrates the preliminary (Stage I) site plan, the final (Stage II) site plan cannot deviate from the concepts approved in the preliminary (Stage I) site plan. Stage II plans provide further details for engineering, landscaping, and floor plans. The site plan layout, density, road and sidewalk network are established with the Stage I approval.

The City's Planned Development process is a four-step process. See, Sections 102-383 through 102-386 of the City's Zoning Ordinance:

- (1) a public hearing and review of the rezoning request and Preliminary (Stage I) PD Planned Development Site Plan by the Planning Commission with a recommendation to City Council; **completed May 14, 2020;**
- (2) a review and action on the rezoning request and Preliminary (Stage I) PD Planned Development Site Plan by the City Council; **completed June 22, 2020;**
- (3) a review of the Final (Stage II) PD Planned Development Site Plan by the Planning Commission with a recommendation to City Council; This step was

completed on September 24, 2020. The Planning Commission recommended that the Council approve the applicant's final (Stage II) Planned Development Site Plan subject to conditions.

- (4) a review and action on the Final (Stage II) PD Planned Development Site Plan by City Council.

This matter is currently at **Step #4 for Council action on the PD rezoning request (second reading) and final (Stage II) PD Site Plan.** The Council reviews and takes action on the request. The Council is permitted to place conditions on the Final Site Plan approval.

The final Planned Development Site Plan, dated July 31, 2020 contains, depicts, and shows the following:

1. fifty (50) single-family detached residential condominium units;
2. an average lot area of 5,823 square feet.; (table on sheet C1.0)
3. a minimum lot width of fifty (50) feet;
4. an overall density of 4.3 units per acre;
5. a minimum side yard setback of five (5) feet, totaling a minimum of ten (10) feet between structures;
6. a maximum overall building coverage of thirty percent (30%);
7. a maximum impervious surface coverage not to exceed thirty-five percent (35%);
8. rear yard setback of 30 feet, with Units 7, 18, 20, 21 and 22 dropping below thirty (30) feet;
9. secondary emergency access off of Eleven Mile Road;
10. landscape buffering and fencing abutting Colonial Acres;
11. brick or stone on first-floor elevations; facades with 100% siding will not be offered as an option to buyers;
12. wainscoting be used on Units 27 and 28 side elevations;
13. thirty percent (30%) land area for residential use;
14. twenty-two percent (22%) land area for open space and natural areas;
15. a pedestrian trail through the development for passive recreation;
16. five (5) foot concrete sidewalks;
17. decorative street lights;
18. entryway signage and landscaping;
19. street trees and landscaping and buffering adjacent to the railroad tracks along the western property line;
20. floor plans for five (5) models: Crisfield, Oakdale, Hampton, York, and Aspire;
21. a model/unit-fit matrices for each unit; and
22. Planned Development Agreement, Master Deed, and Bylaws

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Ordinance Resolution
- Site Plan Revision letter from applicant dated 9/4/2020
- PC agenda packet excerpt from 9/24/2020
- PC Draft minutes from 9-24-2020
- PC minutes from 8-27-2020
- Full size Site Plan-50-unit layout (physical plans)
- Full size Landscape Plan (physical plans)
- Draft PD Agreement

POSSIBLE COURSES OF ACTION: Approve/Deny/Table/Postpone

SUGGESTED MOTION: Motion by _____, supported by _____ to Approve the Second Reading of an ordinance to amend the Official Zoning Map of the City of South Lyon incorporated into the South Lyon Zoning Ordinance by Section I02-182 by rezoning the Property (Parcel No. 21-19-126-002) more fully described in the attached Exhibit A (the "Property") from the RM-1 District (Multiple-Family Residential) to the PD District (Planned Development).

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the Planned Development Final (Stage II) Site Plan for Fieldstone Site Condominiums (Parcel No. 21-19-126-002), subject to:

1. Approval and rezoning of Parcel No. 21-19-126-002 from Multiple Family, RM-1 to Planned Development, PD;
2. The Planned Development Agreement, Master Deed, and Bylaws be approved and recorded by the City;
3. Review, approval, and permits of all other applicable city consultants, departments, etc., including Environment, Great Lakes and Energy (EGLE) Department and Road Commission of Oakland County.

ORDINANCE NO.

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

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF
THE CITY OF SOUTH LYON REZONING PARCEL NO. 21-19-
126-002 FIELDSTONE FROM THE RM-1 DISTRICT
(MULTIPLE-FAMILY RESIDENTIAL) TO THE PD DISTRICT
(PLANNED DEVELOPMENT)**

WHEREAS, the approximately 11.65 acres of real property located south of Eleven Mile Road and west of Pontiac Trail, Parcel No. 21-19-126-002 (Property), was previously rezoned from RM-1 (Multiple Family Residential) to PD (Planned Development) and a Preliminary (Stage I) Planned Development Site Plan was approved for a 60-unit site condominium development to be known as Thomasville, but a Final (Stage II) Planned Development Site Plan was not approved, and no construction was undertaken nor any extension of the preliminary approval within one year, consequently, the Preliminary (Stage I) Planned Development Site Plan approval expired and the Property's zoning reverted to RM-1 pursuant to Section 102-391 of the City of South Lyon's Zoning Ordinance;

WHEREAS, the owner of the Property submitted a new application to rezone the Property from RM-1 to Planned Development (PD) and for approval of the Preliminary (Stage I) Planned Development Site Plan for a 50-unit detached single family residential site condominium;

WHEREAS, the 50-unit Fieldstone Preliminary (Stage I) Planned Development Site Plan and requested rezoning of the Property (Parcel No. 21-19-126-002), meets the standards contained in Sections 102-381 through 102-392 of the City of South Lyon Zoning Ordinance for the Planned Development district;

WHEREAS, the rezoning and proposed development will have a beneficial effect, in terms of public health, safety, welfare or convenience, on present and potential surrounding land uses which cannot be achieved under a single zoning district;

WHEREAS, the uses proposed will encourage a more efficient use of public utilities and services and lessen the burden on circulation systems, surrounding properties, and the environment and will improve emergency access to adjacent parcels;

WHEREAS, the rezoning and proposed development is consistent with the City's Master Plan designation for the Property;

WHEREAS, the rezoning is warranted by the design and amenities incorporated in the Preliminary (Stage I) Planned Development Site Plan and based on the shape of parcel, its proximity to the railroad tracks and the existing pond;

WHEREAS, the proposed development provides for fifty (50) detached single-family residential site condominium units which is less than the number of units permitted under the Property's current RM-1 zoning;

WHEREAS, the proposed development provides for usable open space;

WHEREAS, the proposed development meets the City's off-street parking requirements;

WHEREAS, the proposed development provides adequate landscaping and other buffering measures to ensure the proposed uses will be adequately buffered from adjacent uses;

WHEREAS, the proposed development provides adequate vehicular and pedestrian circulation and allows for safe, convenient, uncongested and well-defined circulation within and to the Property;

WHEREAS, the proposed development reasonably protects and preserves natural and historical features on the Property by preserving open spaces;

THE CITY OF SOUTH LYON ORDAINS:

PART I. Amendment of Official Zoning Map. The Official Zoning Map of the City of South Lyon, incorporated into the South Lyon Zoning Ordinance by Section 102-182, is hereby amended to rezone the Property (Parcel 21-19-126-002) more fully described in the attached Exhibit A (the "Property"), from the RM-1 District (Multiple-Family Residential) to the PD District (Planned Development), subject to all of the following conditions:

A. Compliance with Sections 102-381 through 102-392 of the City of South Lyon Zoning Ordinance pertaining to the PD Planned Development zoning district, as amended, which is part of the City of South Lyon Code of Ordinances, Chapter 102;

B. Compliance with Sections 102-381 through Sections 102-392 of the City of South Lyon Zoning Ordinance for the Preliminary (Stage I) Planned Development Site Plan for Fieldstone plans prepared by The Umlor Group plans revised and dated June 22, 2020;

C. City Council approval of a Final (Stage II) Planned Development Site Plan for Fieldstone plans prepared by The Umlor Group plans dated September 24, 2020;

D. City Council approval of a Planned Development Agreement for the Fieldstone Site Condominium development;

E. Any and all conditions of the approvals of the City of South Lyon Planning Commission relating to the Property and Preliminary (Stage I) and Final (Stage II) Planned Development Site Plans for Fieldstone as reflected in the official minutes of May 14, 2020, and documentation of such approvals, including:

1. a waiver to allow an average lot area of 5,823 sq. ft.;
2. a waiver to allow a minimum lot width of 50 ft.;
3. a waiver to allow an overall density of 4.3 units per acre;
4. a waiver to allow a side yard setback of 5 feet, totaling a minimum of 10 feet between structures;

5. a waiver to allow a maximum overall building coverage of 30%, as specifically noted in the calculation table and a maximum impervious surface coverage not to exceed 35%;
6. a waiver for a 30-foot rear yard setback with Units 7, 18, 20, 21 and 22 dropping below 30 feet.;
7. the requirement that the installation of landscape buffering abutting Colonial Acres to be installed at the beginning of the project/construction;
8. brick or stone be required on first-floor elevations; facades with 100% siding will not be offered as an option to buyers;
9. the requirement that wainscoting be used on Units 27 and 28 side elevations;
10. an anti-monotony policy, revised and approved by the Planning Commission, be established as part of the condominium documents;

F. All applicable City Ordinances and design standards.

G. All development, improvements, and use of the Property being subject to and in compliance with the approved Preliminary (Stage I) and Final (Stage II) Planned Development Site Plans for Fieldstone, all other applicable conditions thereon as reflected in the official minutes and documentation and approvals, and the Planned Development Agreement.

PART II. Severability. Should any section, subdivision, clause, or phrase of this Ordinance be declared by the courts to be invalid, the validity of the Ordinance as a whole, or in part, shall not be affected other than the part invalidated.

PART III. Savings Clause. This Ordinance amends the Zoning Ordinance only as specified herein, and the Zoning Ordinance shall remain in full force and effect.

PART IV. Repealer. All other Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

PART V. Publication. The City Clerk shall publish this Ordinance in the manner required by law and shall publish at the same time, a notice of the adoption of this Ordinance and stating that a copy of the Ordinance is available to the public at the office of the City Clerk for inspection.

PART VI. Effective Date. This Ordinance shall become effective on the date provided by applicable law following publication.

Made, passed and adopted by the South Lyon City Council this ____ day of _____, 2020.

Daniel L. Pelchat, Mayor

Lisa Deaton, City Clerk

EXHIBIT A
LEGAL DESCRIPTION
CITY OF SOUTH LYON ORDINANCE

THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 19, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY MICHIGAN MORE FULLY DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 19, THENCE N 89°30'34" W 102.27 FEET ALONG THE NORTH LINE OF SAID SECTION 19 TO THE POINT OF BEGINNING; THENCE S 00°37'38" W 380.75 FEET; THENCE S 87°38'26" W 164.63 FEET; THENCE S 00°29'48" W 40.53 FEET; THENCE S 77°55'48" W 160.32 FEET; THENCE N 89°26'55" W 272.74 FEET; THENCE S 43°24'20" W 173.88 FEET TO THE NORTHEASTERLY LINE OF THE C & O RAILROAD; THENCE N 46°01'24" W 859.35 FEET ALONG THE NORTH LINE OF THE C & O RAILROAD TO THE NORTH LINE OF SECTION 19; THENCE S 89°30'34" E 1336.46 FEET ALONG SAID NORTH SECTION LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS & ENCUMBRANCES OF RECORD.

Containing 11.635 (Gross)

Containing 10.636 AC (Net Usable- Less R/W)

Parcel Tax Number: 21-19-126-002



9/4/2020

Ms. Kelly McIntyre
335 S. Warren Street
South Lyon, MI

Re: Fieldstone Final PD - Monotony Ordinance

Ms. McIntyre,

The Fieldstone Final PD was tabled at the 8/10/2020 Planning Commission meeting so members could review the proposed Monotony Ordinance further. To that end, we respectfully offer this additional information to assist the Planning Commission in reaching a consensus on the matter.

1. **The Final PD Site Plan, as well as the house plans and elevations, are consistent with the approved preliminary PD. The anti-monotony provision was articulated at earlier public meetings prior to the preliminary PD approval.** To require a higher anti-monotony standard would unreasonably burden the development. The site is located adjacent to railroad tracks and multifamily structures and faces market challenges without additional restrictions.
2. The proposed **Fieldstone PD agreement** (Section 3D) states that the Developer shall develop the Property in full compliance with certain requirements, including the City of South Lyon Zoning Ordinance Amendment rezoning the Property from RM-1 to PD *subject to an anti-monotony policy being established* as part of the condominium documents.
3. The proposed **Fieldstone Bylaws** were submitted but did not contain a provision for the anti-monotony policy. A revised draft is attached and includes the following language in section 6.51 which is consistent with representations made during the public hearings. It reads, **"In addition, the Development Agreement requires certain "anti-monotony" standards (the "Anti-Monotony Policy") which are: (i) residential structures immediately adjacent to each other or directly across the street from each other may not have the same floor plan and elevation; (ii) however residential structures so situated may have the same floor plan if the elevations are different; (iii) for purposes of the Anti-Monotony Policy, different color, siding, or brick selections are not considered different elevations and (iv) so called "extended" garage options on the same floor plan likewise do not constitute as separate or different floor plan for the purposes of the Anti-Monotony Policy."**
4. The **five public meetings** where the **Fieldstone PD** was considered do not yet have formal minutes posted on the official City website, so we were unable to review them. It is our recollection that Mr. Skore made reference to Pulte's standard policy, clarifying that the **"Same House" meant the same plan and the same elevation. The restriction also extended to the house directly across the street.** Colors and options were not discussed. *The proposed language for the Bylaws is consistent with Pulte's standard policy and we believe it accurately reflects our prior representations.*



5. The **approved Fieldstone PD site plan and cover sheet** show the largest house that can be built on each lot. Stretches of lots are clearly depicted with multiple occurrences of the same floor plan in a row.
6. At the public meetings, Pulte pursued an increase lot coverage specifically with the goal of *increasing the diversity of the offering*. The City of South Lyon approved the increased lot coverage which increases the diversity of the structures. Pulte added two new floor plans and additional structural options to further differentiate the homes.
7. Quoting from **Zoning and Planning Law Report, Vol 28, No 9, October 2005 Zoning for Aesthetics, 'Who decides what your house will look like:'** *"When a community adopts aesthetic standards, they must be drafted to give clear guidance to all parties concerned. Design professionals need to know in advance what standards will be acceptable in a given community. It is unreasonable to create standards on an ad hoc basis."*
8. Pulte homes is currently building in Lake Orion, West Bloomfield, Macomb, Canton Township, Rochester Hills, Independence Township, Auburn Hills, Chesterfield Township, Novi, Lyon Township, Westland, Ann Arbor, Saline, Commerce, Northville, and Plymouth. *Pulte's standard anti-monotony policy is accepted in all of these communities.*
9. We were not able to find any records indicating that the City of South Lyon applies more restrictive monotony standards in any other residential neighborhoods in the City. *Requiring a more restrictive standard would be inconsistent with other developments in the City.*

We hope this information helps clarify the topic. We look forward to discussing it further at the next Planning Commission.

Sincerely,

Michael T Noles
The Umlor Group

August 20, 2020

Planning Commission
City of South Lyon
335 S. Warren Street
South Lyon, MI 48178

Subject: Fieldstone Site Condominium, Planned Development (PD) Final PD Site Plan Review

Description of Application:	The applicant is requesting Planned Development Final PD Site Plan approval for the proposed development of a 50-unit single-family residential development on an 11.635-acre parcel.
Site Location:	South side of Eleven Mile, 1/4 mile west of Pontiac Trail
Applicant:	Pulte Homes of Michigan, LLC 100 Bloomfield Hills Parkway, Suite 150 Bloomfield Hills, MI 48304
Current Zoning:	Planned Development (with RM-1 zoning base)
Plan Date:	July 23, 2020

Dear Planning Commissioners:

We have reviewed the above Planned Development (PD) Final PD Site Plan request to construct a 50-unit, detached single-family residential site condominium development fronting 11 Mile Road and abutting Colonial Acres (to the east and south). The site is triangular in shape and bordered by 11 Mile Road and single-family residential to the north; the railroad and multiple family condominium units to the east and south. A pond is also located at the northwest corner of the site. The property is zoned Planned Development.

The applicant has also proposed development under *Section 18.76.030 Subdivision Open Space Plan*. The site condominium subdivision plan shall be reviewed as follows:

Preliminary Planned Development (PD) Site Plan approval and Rezoning	Planning Commission review with recommendation to the City Council	City Council approval
Final Planned Development (PD) Site Plan approval	Planning Commission review with recommendation to the City Council	City Council approval

BACKGROUND



At the May 14, 2020 Planning Commission meeting, the Commission reviewed and recommended approval to rezone the property from Multiple Family (RM-1) to Planned Development (PD) and to conditionally approve the Preliminary Planned Development Site Plan. On June 22, 2020, City Council reviewed and approved the rezoning and Preliminary PD site plan subject to the following conditions:

1. A waiver to allow an average lot area of 5,823 sq. ft.;
Response: Waiver granted.
2. A waiver to allow a minimum lot width of 50 ft.;
Response: Waiver granted.
3. A waiver to allow an overall density of 4.3 units per acre;
Response: Waiver granted.
4. A waiver to allow a side yard setback of 5 feet, totaling a minimum of 10 feet between structures;
Response: Waiver granted.
5. A waiver to allow a maximum overall building coverage average of 30% and a maximum impervious surface not to exceed 35%;
Response: Waiver granted.

6. A waiver for a 30-foot rear yard setback with Lots 7, 18, 20, 21 and 22 dropping below 30 feet.;
Response: Waiver granted.
7. The requirement that the installation of landscape buffering abutting Colonial Acres to be installed at the beginning of the project/construction;
Response: The applicant will install the landscape buffering after utilities are installed and before any construction on houses begins.
8. Brick or stone be required on first-floor front elevation; facades with 100% siding will not be offered as an option to buyers;
Response: This requirement is included in the Master Deed.
9. The requirement that wainscoting be used on Lots 27 and 28 side elevations;
Response: This requirement is included in the Master Deed.
10. An anti-monotony policy be established as part of the condominium documents;
Response: This requirement is included in the Master Deed.
11. Missing landscape calculation and unit data (square footage) be provided in the final site plan submittal;
Response: A note indicating that landscape calculations are provided on Sheet W1, however this sheet is missing from the site plan package; the unit data (square footage of each lot) is not provided and must be shown on revised plans.
12. Minor lot revisions consistent with City Council discussion and approval;
Response: Revisions (shifting of unit lines to accommodate sidewalks on Lots 27 and 28) are consistent with the approved plans.
13. Draft condominium documents to be submitted during final site plan approval; and
Response: The Condominium documents (Master Deed and Bylaws) are submitted and under review.
14. Approval and rezoning of Parcel No. 21-19-126-002 from Multiple Family, RM-1 to Planned Development, PD.
Response: The rezoning will be finalized upon Final Plan approval.

FINAL PLANNED DEVELOPMENT SITE PLAN

The Final PD Site Plan submittal includes the draft PD Agreement, draft Master Deed and draft Bylaws, along with architectural plans/building elevations and floorplans. *Per Section 120-385, Final Site Plan for Planned Development*, the Final Site Plan should include the overall plan for the entire site,

showing details, building locations, off-street parking, street alignments, and open spaces. The Final Site should “adhere to the use patterns approved in the Preliminary Plan.” A majority of this information was presented and approved during Preliminary PD Site Plan approval. The site plan, dated 7/23/20, is in compliance with the approved preliminary site condominium plan as follows:

1. **Area and Bulk.** The proposed Planned Development plan adheres to the approved Preliminary PD Site Plan as follows:

	Approved
Unit (Lot) Area	Average of 5,823 square feet (ranging between X and Y)
Unit (Lot) Width	50 feet
Residential Density	4.3 units/acre
Front Yard Setback	25 feet
Side Yard Setback	5/10
Rear Yard Setback	30 feet (exception to the 30 foot rear yard setback are: Lot 7=25 feet Lot 18=25 feet Lot 20=15 feet Lot 21=15 feet Lot 22=5 feet)
Building Height	2 stories, 25 feet
Total Lot Coverage	<u>Building coverage: 30% average.</u> Individual lots range from 15.5% to 33%. <i>The average of the range of coverage is 30%. (Average is the sum of all units divided by 50).</i> Total Impervious coverage (house, options, and 10x12 deck or patio): a range from 19.2% to 35%. <u>Total will not exceed 35%.</u>

- a. **Lot Coverage Area.** As lot coverage was a concern during preliminary review, the applicant has provided an updated matrix indicating which models (and possible options/upgrades) may be built on each lot with a “typical” 10x12 deck or patio, while meeting the maximum total lot coverage of no more than 35%.
2. **Residential Architectural Requirements.** Distinct architecture and high-quality building materials is critical to the successful development of a small lot, single-family project such as this. The applicant is proposing five (5) different floor plans with optional add-on features to each plan. These models were presented during Preliminary PD Site Plan Review along with material and color samples. All designs include front facing, 2-car garages and include first

floor brick or stone, vinyl siding, vinyl shutters and asphalt shingles. Material samples and colors remain at City Hall for review.

***Note:** The architectural plan names provided with this review have changed from the preliminary site plan approval. The applicant has agreed to keep the model names consistent with the Preliminary PD Site Plan approval. For this review by Planning Commission following is presented: the Newton shown as the Oakdale and the Dalton is shown as the Crisfield. Architectural plans for City Council review will show the model names approved as part of Preliminary Site Plan approval.*

3. **Overall Plan.** The approved layout of the development takes into account the surrounding land uses and natural constraints. The streets are designed in a curvilinear pattern to maximize the usable area of the site. The overall layout of the development echoes and complements neighboring residential developments. Streets will be built to public standards, however, will remain private be maintained with other Common Elements by the Homeowners Association.
4. **Streetscape Design Requirements.** In accordance with *Chapter 102, Division 4: Landscaping Requirements*, compliance has been provided as follows:
 - a. **Circulation:** The development is accessed from the paved portion of Eleven Mile and will be a two-way traffic pattern. Roads are 33 feet from back of curb to back of curb.
 - b. **Sidewalks.** Five (5) foot wide concrete sidewalks are shown along entrance area on Eleven Mile as well as the interior of the property. A five (5) foot wide asphalt walking path, looped around the detention pond/wetland in the northeast corner of the site, connects to the interior sidewalks system.
5. **Streetlights.** Five (5) streetlights are shown as part of this development. The proposed lights have cut-off downward LED fixtures on a mast arm. A note is added that the lights are for security purposes. More stylized fixtures and mast arms are recommended to complement the architecture and high-quality building materials in the development.
6. **Entranceway/Entrance Sign.** An entryway sign location, meeting setback standards, is shown at the Eleven Mile entrance. Landscaping around the sign is provided. The sign details should be submitted to the City for approval.
7. **Emergency Access.** The Police and Fire Departments requested the installation of a paved, gated emergency access drive to 11 Mile Road. Details for construction and maintenance are provided and reviewed by the City Engineers and Fire Department.
8. **Natural Features.** *Division 4, Landscape Requirements*, requires that trees and water courses and similar assets be preserved where appropriate.
 - a. **Woodlands.** The property contains several scattered regulated trees along the Eleven Mile frontage and north east section of the site. Replacement calculations are missing and should be provided.

- b. **Wetlands.** A statement must be provided on the survey indicating if there are any regulated or non-regulated wetlands on the property. The existing wetland will be used for stormwater detention. The appropriate permits must be secured.
9. **Landscape Plan.** The landscape plan provides both the required landscaping and tree replacements. While a buffer zone is not required between the two properties (Fieldstone and Colonial Acres), due to the concerns of Colonial Acres residents, the applicant is providing a six (6) foot vinyl privacy fence along the property line, adjacent to Colonial Acres, as well as narrow evergreen trees, Arbor Vitae and Juniper, six (6) foot minimum in height. The plantings and fencing will be installed after the installation of utilities and prior to any house construction.
10. **Planned Development Agreement/Master Deed.** The Planned Development Agreement, Master Deed, and Bylaws are submitted and being reviewed by the City Attorney. Final Site Plan approval should be conditioned upon the approval and recording of these documents.
11. **Recreation Area/Open Space Area.** A wetland/pond exists at the northwest corner of the property, as well as open areas between the rears of units on Fieldstone Circle. An asphalt walking path is provided around the pond with benches, providing walking and passive recreation opportunities that satisfy the ordinance recreation space requirement.
12. **Other Department and Agency Review.** The following applications have been submitted for review: EGLE Part 41 Sanitary Permit application, EGLE Act 399 Water Permit application, Soil Erosion Control, and Road Commission for Oakland County application for work within the right of way on Eleven Mile. Final PD Site Plan approval must be conditioned upon review and approval from other applicable consultants, departments, and agencies.

RECOMMENDATION

We recommend that the Planning Commission recommend to the City Council to approve the Final PD Site Plan for Fieldstone (dated 7/23/20), conditioned upon the following:

1. A table specifying the square footage of each unit be provided;
2. Corrections to the architectural models' nomenclature to include the model names approved as part of Preliminary Site Plan approval;
3. Landscape replacement calculations be provided;
4. A statement must be provided on the survey indicating if there are any regulated or non-regulated wetlands on the property;
5. A note added to the plans indicating that Fieldstone Circle and Lexington Drive (the portion in the development) remain private, but is built to public standards.
6. The Planned Development Agreement, Master Deed, and Bylaws be approved and recorded by the City;

7. Review, approval, and permits of all other applicable city consultants, departments, etc., including Environment, Great Lakes and Energy (EGLE) Department and Road Commission of Oakland County.

If you have any further questions, please contact us at 810-734-0000.

Sincerely,

CIB PLANNING

A handwritten signature in black ink, appearing to read "Kelly M.", with a stylized flourish at the end.

Kelly McIntyre
Director of Planning

August 12, 2020

City of South Lyon
335 South Warren
South Lyon, MI 48178

Attn: Ms. Kelly McIntyre

Re: Fieldstone Site Condominium
Final Site Plan Review

HRC Job No. 20200201.02

Dear Ms. McIntyre:

We have reviewed the preliminary site plan for the proposed Fieldstone Site Condominium as prepared by The Umlor Group (dated July 23, 2020). Based on our review of the final site plan, we offer the following comments:

Water Supply

1. The plans shall indicate the finish grades of all hydrants and gate well rims.
2. A tapping sleeve, valve and well shall be used to connect to the existing water main.

Sanitary Sewer

1. A water-tight bulkhead with 1" diameter pipe through the bulkhead for measuring infiltration immediately upstream of the first manhole upstream from the connection must be provided. Also, a one foot sump at the base of the manhole shall be provided.

Storm Water Management

1. Fencing shall be required when the depth of the detention/retention pond exceeds 2 feet.
2. Proposed storm water system components shall be shown on the grading plan.
3. The drainage area map does not appear to include the entire site or off-site storm water.
4. An agreement for operation and maintenance of all detention systems must be completed by the owner and submitted to the City prior to final acceptance of the project by the City.

Pavement and Grading

1. All off-site drainage coming onto the property should be explicitly noted.

Bloomfield Hills
555 Hulet Drive
Bloomfield Hills, MI 48302
248-454-6300

Delhi Township
2101 Aurelius Rd.
Suite 2A
Holt, MI 48842
517-694-7760

Detroit
535 Griswold St.
Buhl Building, Ste 1650
Detroit, MI 48226
313-965-3330

Grand Rapids
1925 Breton Road SE
Suite 100
Grand Rapids, MI 49506
616-454-4286

Jackson
401 S. Mechanic St.
Suite B
Jackson, MI 49201
517-292-1295

Kalamazoo
834 King Highway
Suite 107
Kalamazoo, MI 49001
269-665-2005

Lansing
215 S. Washington SQ
Suite D
Lansing, MI 48933
517-292-1488

2. Sidewalks shall be 6" thick in the driveway crossings.
3. The subgrade aggregate material for the roads shall be 21AA limestone in 10" thickness.
4. Curb details to match City of South Lyon standards.
5. Ensure that the pavement section detail reference in the typical road cross-section on sheet C-1.0 matches the detail on the pavement standard details.
6. Underdrain is required behind the curbs. Please show and label this on the typical road cross-section.
7. The grades of existing adjacent houses, buildings, drainage structures and streets shall be shown a minimum of 100 feet from the property line.

Summary

This office has no objections to approval of the final site plan. The applicant should address the comments noted above and submit one (1) set of the revised construction plans to the City of South Lyon Building Department for our review prior to issuance of any permits.

If you have any questions or require any additional information, please contact the undersigned at 517-292-1484.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Paul L. Koppana, P.E.

PLK/plk

pc: City of South Lyon; P. Zelenak
CIB Planning; C. Avantini
HRC; R. Alix, M. Darga, file



SOUTH LYON FIRE DEPARTMENT

217 Whipple Street, South Lyon, MI 48178
Phone: 248-437-2616 Fax: 248-437-3025
www.southlyonfire.com

8/6/2020

Kenneth Pike
Building Official – Safebuilt
South Lyon Building Department
335 Warren Street
South Lyon, Mi. 48178

Pulte Homes of Michigan
100 Bloomfield Hills Parkway, suite 150
Bloomfield Hills, Mi. 48304

Re: Fieldstone Condominiums
11 Mile Road
South Lyon, Mich. 48178

The South Lyon Fire Department has received one set of revised site plans for above listed project (formerly Thomasville Condominiums).

This plan review report is conducted and based upon the International Fire Code 2015 edition. I recommend that **APPROVAL BE GRANTED** based on the following:

Project Overview:

The revised site plans are to address landscape additions to the development, and increased lot coverage (by bump outs, garage extension, sunroom, and other options, etc..) as proposed by the applicant (Pulte Homes of Michigan).

Basis for Conditional Approval:

The following items shall be verified in the field. Revised drawings and calculations shall be submitted for review prior to final inspection by the South Lyon Fire Department.

1. **Fire hydrants shall be as specified in the submitted revised plans (East Jordan hydrant adapted with two (2) Storz connections). For the safety of Fire Department and maintenance personnel a bleeder type device shall be provided to relieve air pressure from the hydrant prior to removing the storz cap. (7 new hydrants)**
2. Fire hydrants shall not be located further than ten (10) feet from the roadway curb line.
3. "Fire lane – No parking" signs shall be installed and located as designated. (Required on one side if road width is 28 feet or less)(maximum spacing = 60 ft.)
4. **Approved contrasting (yellow) coloring shall be painted on roadway curbs at fire hydrant locations (fifteen (15) feet as measured from center of fire hydrant.**



SOUTH LYON FIRE DEPARTMENT

217 Whipple Street, South Lyon, MI 48178
Phone: 248-437-2616 Fax: 248-437-3025
www.southlyonfire.com

5. Fire/Water Department shall witness/inspect installation of fire hydrants prior to closure of excavation. (pea gravel around hydrant flange).
6. Flow test shall be conducted and witnessed by Fire/Water departments of each fire hydrant, and an approved report shall be submitted. (seven (7) hydrants noted).
7. Fire/Water departments shall witness hydro-test of new water main back to "T-taps" at existing water main.
8. Architect to provide detail of fire hydrant installation including: Manufacture, depth of burial, gate valve location, thrust blocks, mega-lugs, type of soil for fill, compaction, gravel, etc.. (hydrant detail noted on revised plan submittal).
9. Recommend installation of a security fence around water retention pond.
10. Maintain approved fire apparatus turning radius at all roadway turns as per City of South Lyon fire department specifications.
11. Provide detail of plan as to how the dead end road will be addressed at the end of Lexington street (barrier/gate/common area-grass/ etc..)

On 7/13/2018, I had a discussion with Brittney (Engineer/Monument Engineering Group Associates, Inc.) I am of the understanding that, the West entrance to the site from Eleven Mile Road, is designated as an emergency entrance for fire/police use. The access roadway will be 20 feet in width, as indicated on the plan, with a manual swinging gate and keyed with an approved "Knox" box and/or padlock. There will be a slight elevation change with a raised curb upon entering the Fieldstone Circle street. **(knox padlocks noted in plan submittal).**

Based on the above listed information and a review of the revised plans, Eleven Mile Road is a paved roadway to a point just West of the main (private entrance) to the Fieldstone Condominium subdivision. The involved roadway then turns to a gravel-based roadway from a point just West of the private entrance up to and past the "emergency entrance" for fire and police apparatus.

Because of extreme weather conditions (rain/snow), the gravel portion of the involved roadway may be subject to erosion, I would strongly recommend that Eleven (11) Mile Road be paved to a point just West of the emergency entrance to the involved new subdivision.

The installing contractor shall request all inspections and a final inspection with the South Lyon Fire Department at (248-437-2616, 48-hrs. in advance. The Fire Department will coordinate all inspections with the South Lyon Building Department.

If you have any questions about this plan review report, please do not hesitate to contact me.

Respectfully,
Alan A. Matthews
Fire Inspector

Cc: Fire Chief Vogel
Police Chief Sovik

**City of South Lyon
Planning Commission
Zoom Meeting Minutes
September 24, 2020**

Approved: _____

The meeting was called to order by Chairman, Scott Lanam at 7:00 p.m.

Chairman Lanam leads the Commission in the Pledge of Allegiance

Roll Call: Scott Lanam, Chair
 Steve Mosier, Commissioner
 Wayne Chubb, Commissioner
 Michael Joseph, Commissioner

Also in attendance: Kelly McIntyre – CIB Planning
 Lisa Hamameh – City Attorney
 Lisa Deaton – City Clerk
 Judy Pieper – Deputy Clerk

Chair Lanam states that there is a vacancy on the Board

Absent: Jason Rose, Commissioner

Commissioner Kopkowski advised she will be late

Motion to excuse Commissioner Rose

Motion by Mosier, Second by Joseph

Voice Vote: Ayes: Unanimous
 Nays: None

Motion Approved

Motion to approve Agenda (Revised)
Motion by Mosier, Second by Joseph

Voice Vote: Ayes: Unanimous
Nays: None

Motion Approved

Motion to approve Minutes – 8/27/2020
Motion by Chubb, Second by Mosier

Voice Vote: Ayes: Unanimous
Nays: None

Motion Approved

Public Comments: None

Tabled Items:

- a. SPR#20-01: Fieldstone Planned Development: Final Planned Development Site Plan Approval: The applicant is requesting Final (PD) Site Plan approval for a 50-Unit single family residential development on 11.635 – acres.**

City Planner, Kelly McIntyre states that we are looking at the final PD Site Plan approval for a 50-unit single family residential development that is 11.635 acre parcel on the South side of 11 Mile Road. The proposed development is called Fieldstone. McIntyre explains that on a final site plan review, the board should be looking at the final details. She states that this project received final site plan approval from the Planning Commission and from the City Council.

McIntyre states that at the last meeting, the Commission had some questions, so it was tabled on August 27th to allow her to get some requested information together and also to study the elevations.

McIntyre states that one of the concerns was the anti-monotony rule, and the Commissioners requested that she provide what was in the Knolls of South Lyon agreement. She states that this agreement was provided in the packet and the agreement is pretty much identical. Stating that the plan and elevation cannot be across from or on either side of each other.

McIntyre states that she also provided the Plan Development agreement, the Master Deed and the By-laws. She adds that these are still drafts, and she and the attorney are still going through them.

McIntyre reviews the questions that were brought up which include the snow removal for the emergency access and that this is addressed in the Plan Development agreement. Also, item #13, residential unit, will address the anti-monotony rule. Item #21, states that any variances need to come to the Planning Commission. Item #22, talks about changes and alterations and which are considered a major change (which have to go before the Planning Commission) and minor changes.

The minor changes include the correcting of non-material errors, changes in exterior residential colors, light changes to the berms and to the landscaping, changes in the elevations described

Also provided was a spread sheet of all 50 units. The applicant broke it down to show each house that could go on the lot including all the different options that the homeowners could choose, giving the homeowners thousands of options per lot.

McIntyre states that this is the final site plan and it's a recommendation to council and a recommendation for approval subject to the items addressed in her 8/18/2020 letter. The itemized list is as follows: a table specifying the square footage of each unit be provided, landscape replacement calculations be provided, a statement on the survey indicating if there are any regulated or non-regulated wetlands on the property, a note showing that Fieldstone circle and Lexington Drive will remain private and are built to private standards, that the plan development agreement, master deed and by-laws be approved and recorded by the city. She states that the approval of the sign, the entrance sign location and the use of decorative streetlights have been added and any review and approval of permits from other city consultant departments.

Chair Lanam questions how the elevation that was discussed that showed all siding was going to be handled. McIntyre states that it is not shown on the spec sheet and it is very specifically stated that an all siding house is not allowed. She states that this can be added as a condition.

Motion to take the Fieldstone Planned Development - SPR#20-01 off the table
Motion by Mosier, Second by Joseph

Voice Vote: Ayes: Unanimous
Nays: None

Motion Approved

Michael Noles, The UMLOR Group, 49287 West Road, Wixom, Michigan

Noles states that they appreciate the recommendation from staff and consultants for approval and appreciate the Commission for taking their time and diligently reviewing the information.

Noles states that during the preliminary the coverage limits were established, the sidewalk network was modified to meet everybody's approval, the site lightening style was changed, symmetric wall details were submitted, and they updated the matrix.

Commissioner Chubb states that he has had a chance to thoroughly review everything and he does appreciate the comprehensiveness of all the information that was submitted throughout these many months. He adds that he does believe that there is an opportunity for this property to be variable and creative in the layout of all the homes. Chubb states that there is some opportunity for some repetition, but that is the nature of the business.

Chubb refers to the letter from The UMLOR Group, dated 9/4/2020, referencing the anti-monotony language. McIntyre states that this letter was from the original packet and the wording was pulled from the by-laws and the master deed. Noles states that this letter is slightly different from the preliminary, but it is consistent. He states that they just wanted to clarify what constituted a different house. They wanted to say that a different color or adding an extended garage does not constitute a different house. Hoping that this gives the Commissioners a level of comfort from the last meeting.

Commissioner Chubb states that this meets the concerns that he has had since day one and he appreciates the efforts that they did.

Commissioner Mosier states that he is satisfied with the information that they received.

Commissioner Joseph states that he is satisfied with the information and with the changes that were made.

Chair Lanam states that he feels the same as Commissioner Chubb, he states that it is not a perfect world, but it's not a perfect site either.

Motion to recommend to City Council to approve the final preliminary development site plan recommendation for the Fieldstone Planned Development - SPR#20-01 – per the conditions of the 8/18/2020 memo with the addition of not having all siding on the Cristfield product, the incorporation of

**the language submitted from the UMLOR Group memo, dated 9/4/2020,
regarding the anti-monotony policy.
Motion by Chubb, Second by Mosier**

**Roll Call – Commissioner Chubb - Yes
Commissioner Joseph – Yes
Commissioner Mosier – Yes
Chair Lanam – Yes**

**Voice Vote: Ayes: Unanimous
Nays: None**

Motion Approved

New Business:

- a. REZ#20-01: Vacant Property, parcel #21-30-126-003. The applicant is proposing to rezone a 34.32-acre parcel on the east side of Dixboro Road, south of Ten Mile, from I-1, Light Industrial, to RT, Two Family Residential.**

City Planner, Kelly McIntyre, states that the re-zoning of this 34.32-acre parcel is proposed to go from I-1, Light Industrial, to RT, Two Family Residential. She states that allowed in the RT, Two Family Residential, in addition to two family dwellings, you may also construct anything that is permitted in a single-family dwelling zoning district. So, you may also construct a detached single-family home. McIntyre states that the parcel itself is currently master planned for Light industrial. The property to the North has been re-zoned conditionally to RM-1 and the property to the South is I-2 Industrial (City Property) The property to the East is also industrial and the property to the West, in Green Oak Township, is single family residential homes.

McIntyre states that she has provided a list of both permitted and special land uses allowed in this district for comparison. She states that it is important to remember that when you are looking at a re-zoning, you are reviewing it independently of any other proposed development.

McIntyre states that she reviewed the rezoning request based on the following criteria:

- a. Consistency with the goals, policies, and Future Land use Map of the City of South Lyon Master Plan.**

**City of South Lyon
Planning Commission
Zoom Meeting Minutes
August 27, 2020**

Approved: _____

The meeting was called to order by Chairman, Scott Lanam at 7:00 p.m.

Chairman Lanam leads the Commission in the Pledge of Allegiance

Roll Call: Scott Lanam, Chair
 Steve Mosier, Commissioner
 Wayne Chubb, Commissioner
 Erin Kopkowski, Commissioner

Also in attendance: Kelly McIntyre – CIB Planning
 Lisa Deaton – City Clerk
 Judy Pieper - Deputy Clerk

Absent: Michael Joseph, Commissioner
 Jason Rose, Commissioner

One Vacancy on the Commission

Motion to excuse Commissioner Rose and Joseph
Motion by Mosier, Second by Kopkowski

Voice Vote: Ayes: Unanimous
 Nays: None

Motion Approved

Motion to approve Agenda
Motion by Mosier, Second by Kopkowski

Voice Vote: Ayes: Unanimous
 Nays: None

Motion Approved

Motion to approve Minutes – 7/23/2020 Planning Commission Meeting as amended.

Motion by Mosier, Second by Chubb

Voice Vote: Ayes: Unanimous
Nays: None

Motion Approved

Public Comments: None

Tabled Items: None

New Business:

- a. **SPR#20-01: Fieldstone Planned Development: Final Planned Development Site Plan Approval:** The applicant is requesting Final (PD) Site Plan approval for a 50-unit single family residential development on 11.635 acres.

McIntyre, CIB Planning, states that the applicant is requesting final site plan approval for a 50-unit, single family residential development on an 11.635-acre parcel. She states that this is a PUD and part of this 4 step process is that the preliminary site plan goes before the Planning Commission with a recommendation to City Council and then the final site plan comes before the Planning Commission and the Commission then makes a recommendation to Council.

McIntyre goes on to explain that the Planning Commission reviewed this and made a positive recommendation for the preliminary site plan on 5/14/2020, and on 6/22/2020, City Council reviewed and approved the preliminary site plan. At that time, Council also approved the rezoning of the property from RM1 to PUD. She states that during that meeting there were recommendations from the Planning Commission that were accepted by City Council, the waivers that were granted were for the lot area, lot width, overall density, side yard set back and

maximum building coverage of 30% and a maximum impervious surface not to exceed 35% and a rear yard setback for specific lots.

Additional conditions include the installation of landscape buffering butting up to Colonial Acres prior to the beginning of the project. Also, brick and stone required on first-floor front elevation and this is included in the Master Deed, the requirement for wainscoting be used on Lots 27 and 28 side elevations and this is also stated in the Master Deed.

McIntyre states that there is some missing landscape calculations and unit data that needs to be provided in the final site plan. She states that she did talk with the applicant and they will put that on there. Also, there was some shifting of unit lines in order to make sure to accommodate sidewalks on Lots 27 and 28.

McIntyre states that the applicant is required with the final site plan to submit condominium documents, master deeds and bylaws, which has been done and are under review, and the rezoning will be finalized upon the final City Council approval.

The Final PD Site Plan should include the overall plan for the entire site, showing the details, building locations, off-street parking, street alignments and open spaces. The Final Site should adhere to the use patterns approved in the Preliminary Plan. McIntyre states that a majority, probably 80% of all that was taken care of Preliminary Site Plan review.

She states that the applicant was asked to provide a construction timetable, which they have done, and they have also provided the Commission with site plan floor plans showing all the options that can be chosen. As far as the rest of the actual site plan, she states that there aren't any changes.

McIntyre states that she did make a note regarding the architectural names being different from the names that were used during preliminary site plan approval. She states that this doesn't need to be a requirement for final site plan approval, but would like to still refer the new name to the old name to make sure that it is clear to City Council.

McIntyre goes on to say that the applications have been submitted for review to EGLE for the sanitary permit, the water permit and soil erosion. They have also submitted to the Road Commission for Oakland County for work with the right of way on Eleven Mile.

McIntyre goes on to review the letter from HRC, dated 8/12/2020. They reviewed the water supply, the sanitary sewer and storm water management. They are ready to recommend the approval of this final site plan, they do have a few notes, but those notes can be handled during the revised construction plan.

McIntyre also states that there is a letter from the Fire Department, and they do recommend that approval be granted. She states that there are some notes regarding the fire hydrants and also regarding the painting of roadway curbs at fire hydrant locations. McIntyre also wants to note that one of the recommendations that was made regarding Eleven Mile, west of the main gate to the emergency entrance be paved.

McIntyre goes on to say that she makes a recommendation that the Planning Commission recommend to the City Council to approve the Final PD Site Plan for Fieldstone, conditioned upon the following:

1. A table specifying the square footage of each unit be provided;
2. Corrections to the architectural models' nomenclature to include the model names approved as part of Preliminary Site Plan approval;
3. Landscape replacement calculations be provided;
4. A statement must be provided on the survey indicating if there are any regulated or non-regulated wetlands on the property;
5. A note added to the plans indicating that Fieldstone Circle and Lexington Drive (the portion in the development) remain private, but is built to public standards.
6. The Planned Development Agreement, Master Deed, and Bylaws be approved and recorded by the City;
7. Review, approval and permits of all other applicable city consultants, departments, etc., including Environment, Great Lakes and Energy (EGLE) Department and Road Commission of Oakland County.

Chair Lanam states that he agrees that changing the names could open up the opportunity for error. He questions if they should add to the recommendation conditions the approval of the entry sign. McIntyre states that the location would be okay, but they do not know what the sign is going to look like yet. He also calls attention to an elevation for the Cristfield showing 100% siding façade that needs to be corrected.

Commissioner Chubb questions if there were materials submitted. McIntyre states that the materials were presented during preliminary meeting in March.

Michael T. Noles, The Umlor Group, 49287 West Road, Wixom, Michigan

Mr. Noles has a few pictures that he would like to share with the Commission. The first being a picture showing the sidewalks and nature trail along with wetlands and the retention basin. He does share a picture of the light pole that they are planning on using. He states that it is an acorn fixture and it meets all the same requirements for shielding.

Noles discusses the name changes and how they worked it in to their presentation.

He shows a rendering of what the sign would look like and where it is located.

Noles goes on to review the letters from HRC and the Fire Department.

Chair Lanam confirms with McIntyre regarding the bylaws and the maintenance of the emergency entrance being included. McIntyre states that they are definitely included and she can get them sent out to the Commission.

Commissioner Chubb questions the Anti-Monotony and if it is included in the Master Deed. McIntyre states that she does not have it included, but it can be added. Noles confirms that it is in the PD agreement and it is that you can't have the same house with the same elevation on either side or directly across the street.

Commissioner Chubb confirms that the format is really tied to the elevation. He states that we could have 3 Aspires in a row. Noles states that you could but with the different elevations of the Aspire, you could have up to 17,000 possible combinations. He also states that with the lot sizes, some of the houses will not fit on some of the smaller lots. He states that there are quite a few driving factors of what houses will fit where.

Commissioner Chubb states that he personally does not want to see 4 Ranches or 5 Ranches next to each other. Chubb refers to Lanam regarding the equation that they discussed for the Anti-Monotony rule.

Noles goes on to discuss that monotony ordinance and how Pulte gets feedback from their customers. If there are so many restrictions or too many choices, the customer can not make a choice.

Chair Lanam states that he agrees with Chubb, and some of these houses look the same. Commissioner asks if McIntyre could look up the monotony rule used on the Knolls. Lanam states that he believes that was a 3 to 5 equation. Noles states that that may work when you don't have all the constraints.

Noles goes back to his presentation to again review lot fit and building coverage and how they went through and made a spread sheet to show what the maximum house is. Noles states that this monotony ordinance works with this number of houses and number of elevations, if they have to do more than that, they will not be able to make this work.

Commissioner Mosier states that he agrees with Chubb to a point, but it is what it is.

Commissioner Kopkowski states that it is no secret that she hasn't been on board with this project from the beginning. She states that the Commission has given concession after concession with the plan development and if there are any comments it is "Pulte won't do that." She goes on to discuss lot coverage and how the sidewalk is only 10 feet away. Who wants that.

McIntyre reminds the Commission that the points being brought up have already been approved, what is being discussed now is the anti-monotony. She asks Kopkowski, aside from the fact that you do not care for this project, what is your thoughts on the anti-monotony. Kopkowski states that just a change in color is taking the clause to the extreme or adding a 2-foot bump out is not changing the look.

Noles states that he understands what is being said, but this is consistent with the approval. He states that they specifically said what their anti-monotony ordinance was, we went through the preliminary and have invested additional money. Noles continues to say that he understands if there is buyer remorse or you weren't originally in favor for this development, but this is the final engineering which is consistent with the preliminary.

Chubb states that he believes that he referenced the Knolls project when they discussed the anti-monotony ordinance. Noles states that they did spell out what they do and that Joe Skore was at the meeting and stated that they always incorporate the anti-monotony ordinance whether the city requires it or not.



FINAL SITE PLAN/ENGINEERING DEVELOPMENT DRAWINGS
FIELDSTONE SITE CONDOMINIUM
PART OF NW 1/4 SEC 19, T1N-R7E
CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN



811
For charts below,
Call 800-955-5555

MUNICIPAL CONTACT INFORMATION
CITY OF SOUTH LYON PUBLIC WORKS
DOUGLAS VANDY
PHONE: (248) 437-4008
300 ADA STREET
SOUTH LYON, MI 48178
CITY OF SOUTH LYON PLANNING DEPT.
BILLY BOWLING
PHONE: (248) 734-0000
100 E. WABASH STREET
SOUTH LYON, MI 48178

NOT APPROVED - PERMIT LIST
CITY OF SOUTH LYON TREE REMOVAL PERMIT
OAKLAND COUNTY RIGHT-OF-WAY PERMIT
OAKLAND COUNTY SOIL EROSION PERMIT
OAKLAND COUNTY OPEN SPACE - DRAIN SYSTEM
MICHIGAN NOTICE OF CONVICTION
MICHIGAN ACT 241 WATERWAY PERMIT
CITY OF SOUTH LYON PRELIMINARY PUD
CITY OF SOUTH LYON FINAL PUD

APPROVED - PERMIT LIST



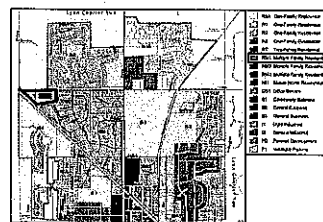
SITE MAP
1" = 32'

Sheet Number	Sheet Title
C-1.0	COVER SHEET
V-100.0	TOPOGRAPHIC SURVEY
CO-1.0	CONCEPT PLAN
C-1.1	ENTRANCE DETAIL
C-2.1	UTILITY CROSSING PLAN (WEST)
C-2.2	UTILITY CROSSING PLAN (EAST)
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C-2.69	SEWER MAIN PLAN (SOUTH)
C-2.70	SEWER MAIN PLAN (NORTH)
C-2.71	SEWER MAIN PLAN (SOUTH)
C-2.72	SEWER MAIN PLAN (NORTH)
C-2.73	SEWER MAIN PLAN (SOUTH)
C-2.74	SEWER MAIN PLAN (NORTH)
C-2.75	SEWER MAIN PLAN (SOUTH)
C-2.76	SEWER MAIN PLAN (NORTH)
C-2.77	SEWER MAIN PLAN (SOUTH)
C-2.78	SEWER MAIN PLAN (NORTH)
C-2.79	SEWER MAIN PLAN (SOUTH)
C-2.80	SEWER MAIN PLAN (NORTH)
C-2.81	SEWER MAIN PLAN (SOUTH)
C-2.82	SEWER MAIN PLAN (NORTH)
C-2.83	SEWER MAIN PLAN (SOUTH)
C-2.84	SEWER MAIN PLAN (NORTH)
C-2.85	SEWER MAIN PLAN (SOUTH)
C-2.86	SEWER MAIN PLAN (NORTH)
C-2.87	SEWER MAIN PLAN (SOUTH)
C-2.88	SEWER MAIN PLAN (NORTH)
C-2.89	SEWER MAIN PLAN (SOUTH)
C-2.90	SEWER MAIN PLAN (NORTH)
C-2.91	SEWER MAIN PLAN (SOUTH)
C-2.92	SEWER MAIN PLAN (NORTH)
C-2.93	SEWER MAIN PLAN (SOUTH)
C-2.94	SEWER MAIN PLAN (NORTH)
C-2.95	SEWER MAIN PLAN (SOUTH)
C-2.96	SEWER MAIN PLAN (NORTH)
C-2.97	SEWER MAIN PLAN (SOUTH)
C-2.98	SEWER MAIN PLAN (NORTH)
C-2.99	SEWER MAIN PLAN (SOUTH)
C-3.0	SEWER MAIN PLAN (NORTH)

LEGAL DESCRIPTION
Parcel Tax Number: 21-13-126-002
THAT PART OF THE NORTHWEST QUARTER 1/4 OF SECTION 19, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN MORE FULLY DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 19, THENCE N 89°50'34" W 102.27 FEET ALONG THE NORTH LINE OF SAID SECTION 19 TO THE POINT OF BEGINNING; THENCE S 0°57'37" W 340.73 FEET; THENCE S 89°50'34" W 356.81 FEET; THENCE S 0°57'37" W 40.53 FEET; THENCE S 77°55'08" W 160.32 FEET; THENCE N 89°50'34" W 272.74 FEET; THENCE S 47°34'20" W 173.88 FEET TO THE NORTHEASTLY CORNER OF THE C & O RAILROAD; THENCE N 46°03'24" W 89.35 FEET ALONG THE NORTH LINE OF THE C & O RAILROAD TO THE NORTH LINE OF SECTION 19; THENCE S 89°50'34" E 1336.46 FEET ALONG SAID NORTH SECTION LINE TO THE POINT OF BEGINNING.
SUBJECT TO ALL EASEMENTS & ENCUMBRANCES OF RECORD.
Containing 17.633 (Gross)
Containing 10.638 AC (Net Usable - Less R/W)

DEVELOPER/OWNER
PULTE HOMES OF MICHIGAN, LLC
2000 WOODWARD AVENUE, SUITE 100
TROY, MICHIGAN 48068
CONTACT: JILL GORDON
PHONE: (248) 248-4811
DESIGNER/ENGINEER
THE UMLOR GROUP
4001 WEST ROAD
MUSKEGON, MI 49868
PHONE: (248) 775-7668
FAX: (248) 775-7667
EMAIL: info@umlorgroup.com
WEBSITE: www.umlorgroup.com
MICHIGAN, CHICAGO, FLORIDA VICE: www.umlorgroup.com
LANDSCAPE ARCHITECT
SCOTT J. JORDAN, LLC
2000 WEST ROAD
MUSKEGON, MI 49868
PHONE: (248) 775-7668

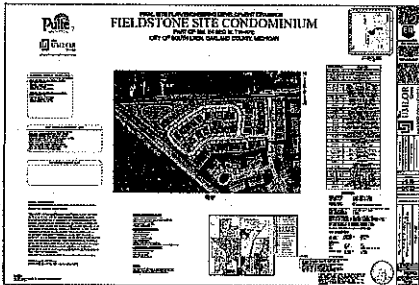


I HEREBY CERTIFY THAT I HAVE LOCATED AND MARKED THE CORNERS OF THIS LOT, AND HAVE CAUSED THE SAME TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF OAKLAND, MICHIGAN, AND THAT THE SAME ARE IN ACCORDANCE WITH THE RECORDS OF THE COUNTY OF OAKLAND, MICHIGAN.

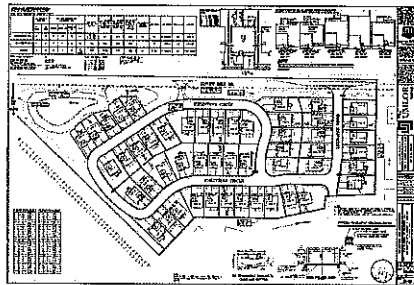


The UMLOR Group
LAND DEVELOPMENT SERVICES
ONE CORNER SECTION 19
TOWN OF SOUTH LYON, MICHIGAN
CITY OF SOUTH LYON
OAKLAND COUNTY, MICHIGAN

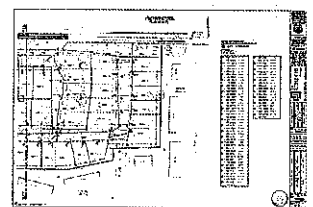
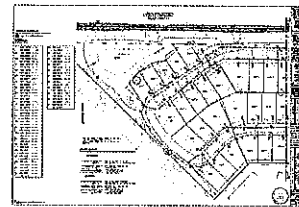
FIELDSTONE SITE CONDOMINIUM
PULTE HOMES OF MICHIGAN, LLC
2000 WOODWARD AVENUE, SUITE 100
TROY, MICHIGAN 48068
COVER SHEET
C-10



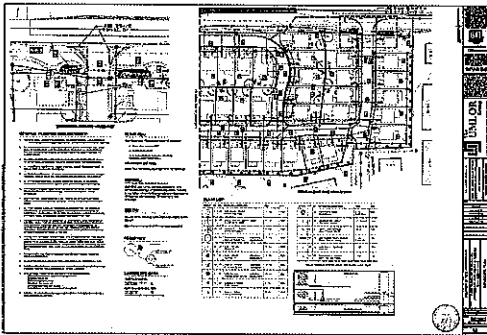
Cover



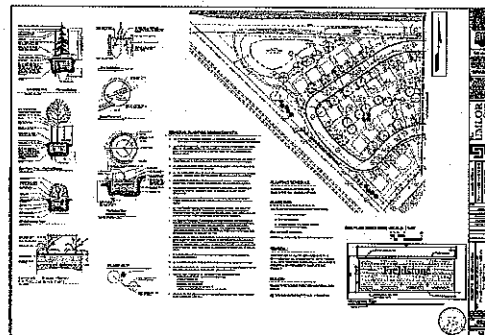
Site plan w/ lot sizes and House names



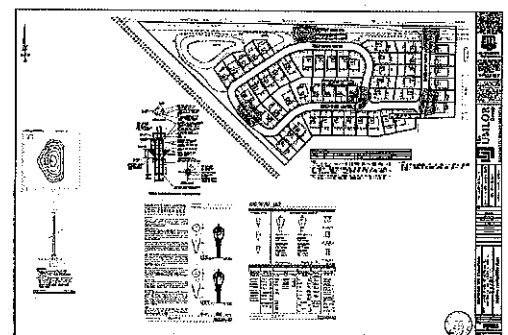
2 sheets utilities



Landscape w/ Replacement Calc



Landscape w/ sign



Lighting with Pole and fixture style

FIELDSTONE
PLANNED DEVELOPMENT AGREEMENT

Entered into between:

The City of South Lyon, a Michigan Municipal Corporation

and

Pulte Homes of Michigan LLC , a Michigan limited liability company

Dated: _____, 2020

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FIELDSTONE

PLANNED DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this _____ day of March, 2019 (the "Effective Date"), by and between the City of South Lyon ("City") a Michigan Municipal Corporation, whose address is 335 S. Warren Street, South Lyon, Michigan 48178, and Pulte Homes of Michigan LLC ("Developer"), a Michigan Limited Liability Company, whose address is 36900 Schoenherr Road, Sterling Heights, Michigan 48312.

Developer: Pulte Homes of Michigan LLC

Project Engineer: Umlor Group, LLC (UMLOR)

RECITALS:

A. This Planned Development Agreement covers a parcel of real property containing approximately 11.635± acres, located on the south side of Eleven Mile Road, ¼ mile west of Pontiac Trail, in the City of South Lyon, more fully described on the attached **Exhibit A** (the "Property").

B. Developer is the fee owner of the Property, and Developer's predecessor voluntarily proposed rezoning and development of the Property as a residential Planned Development consisting of a 50 unit detached single-family residential site condominium to be known as Fieldstone. Developer is the developer and proprietor of the Fieldstone site condominium (the "Development").

C. Developer's predecessor previously applied for approval of an amendment to the City of South Lyon's Zoning Ordinance to amend the City of South Lyon Zoning Map and rezone the Property from RM-1 (Multiple Family Residential) to PD (Planned Development).

D. As part of the planned development approval process, Developer has offered and agreed to make the improvements and to proceed with undertakings as described in the Development Documents as defined below in Section 3 which Developer and City agree are necessary and roughly proportional to the burden imposed in order to: (1) ensure that public services and facilities affected by the Development will be capable of accommodating increased service and facility loads caused by the Development, (2) protect the natural environment and conserve natural resources, (3) ensure compatibility with adjacent uses of land, (4) promote use of the Property in a socially and economically desirable manner, and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq., and the City's ordinances.

E. The Development will provide the Developer with certain material development options not otherwise available under the RM-1 zoning district and would be a distinct and material benefit and advantage to the Developer.

F. On May 14, 2020, the South Lyon Planning Commission recommended that the South Lyon City Council: i) approve the Developer's request to rezone the Property from RM-1 (Multiple Family Residential) to PD (Planned Development); and ii) approve the Preliminary (Stage I) Site Plan for the Fieldstone planned development.

G. On June 22, 2020, the South Lyon City Council approved with conditions Ordinance No. __-20 amending the City of South Lyon Zoning Map to rezone the Property from RM-1, (Multiple Family Residential) to PD (Planned Development) subject to conditions reflected in the minutes of the meeting.

H. June 22, 2020, the South Lyon City Council approved the Preliminary (Stage I) Planned Development Site Plan for the Fieldstone planned development with conditions as reflected in the minutes of the meeting.

I. On _____, 2020, the South Lyon Planning Commission recommended approval of the Final (Stage II) Planned Development Site Plan for the Fieldstone Planned Development with conditions.

J. On _____, 2020, the South Lyon City Council approved the Final (Stage II) Planned Development Site Plan for the Fieldstone Planned Development subject to, among other conditions, approval of this Agreement.

K. The City desires to ensure the Property is developed and used in accordance with the Final (Stage II) Planned Development Site Plan and conditions thereon as approved by the City Council and applicable laws and regulations.

L. For the purpose of confirming the rights and obligations in connection with the improvements, development, and other obligations to be undertaken on the Property as it is developed as Fieldstone Planned Development, the Developer and the City desire to set forth the parties' obligations with respect to the Development according to the Final (Stage II) Planned Development Site Plan.

NOW, THEREFORE, as an integral part of the approval of the Development, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. SUMMARY DESCRIPTION OF THE DEVELOPMENT

The Development is a Planned Development consisting of no more than 50 detached residential site condominium units on the approximately 11.635± acres of real property located at on the south side of Eleven Mile Road, ¼ mile west of Pontiac Trail, in the City of South Lyon, more fully described on the attached **Exhibit A** (the "Property") to be known as Fieldstone.

2. GENERAL TERMS

A. Developer and the City acknowledge and represent that the foregoing recitals are true and accurate and binding upon the parties and are hereby incorporated within and made a part of this Agreement.

B. As provided for in Section 102, Article VI, Division 14 of the City of South Lyon Zoning Ordinance pertaining to the Planned Development (PD) Zoning District, specifically including, but not limited to, Section 102-384, the approvals of the Preliminary (Stage I) and Final (Stage II) Site Plans for the Development are integral to the rezoning of the Property to PD (Planned Development) and development and use of the Property.

C. The terms, provisions, and conditions of this Agreement are and shall be deemed to be of benefit to the Property and shall run with and bind the Property and shall bind and inure to the benefit of the future owners or others holding an interest in the Property and successors and assigns of the parties to this Agreement. The City acknowledges Developer may assign the rights, benefits, duties and obligations under this Agreement to Pulte Homes of Michigan LLC ("Pulte") upon acquisition of the Development by Pulte, without the consent or approval of the City, and the City agrees that a separate development agreement will not be required as a result of any such assignment to Pulte. Such an assignment would be evidenced by an assignment and assumption agreement executed by the Developer and Pulte under which Pulte assumes and agrees to perform all obligations of the Developer under this Agreement.

D. Maximum Number of Units. The Development shall consist of no more than 50 residential detached site condominium units as shown on the Final (Stage II) Planned Development Site Plan.

E. The Developer agrees to develop the Property in accordance with the terms and conditions of this Agreement.

F. All development, use, and improvement of the Property shall be subject to and in accordance with this Agreement, all applicable City ordinances, and shall also be subject to and in accordance with all other approvals and permits required under applicable City ordinances, the Development Documents defined in Section 3 below, and federal and state laws for the respective components of the Fieldstone Planned Development.

3. DEVELOPMENT AS A PLANNED DEVELOPMENT

Developer shall develop and improve the Property in full compliance with the following Development Documents ("Development Documents") and requirements:

A. The City's Zoning Ordinance.

B. The Final (Stage II) Planned Development Site Plan for Fieldstone approved by City Council prepared by Umlor Group LLC (UMLOR), Project No. 180713, original issue date 1-23-2020, and last revised on ____-____-2020 which includes:

Sheet	G-1.0	Cover Sheet
Sheet	V-1.0	Topographic Survey
Sheet	V-2.0 to 2.1	Tree Survey
Sheet	CD-1.0	Demolition Plan
Sheet	C-1.0	Site Plan
Sheet	C-1.1	Entrance Detail
Sheet	C-3.0	Utility Crossing Plan (West)
Sheet	C-3.1	Utility Crossing Plan (East)

Sheet	C-4.0	Sanitary Sewer Plan (West)
Sheet	C-4.1	Sanitary Sewer Plan (East)
Sheet	C-4.2 to 4.5	Sanitary Sewer Profiles
Sheet	C-5.0	Water Main Plan (West)
Sheet	C-5.1	Water Main Plan (East)
Sheet	C-5.2	11 Mile Road Water Main Connection
Sheet	C-5.3 to 5.8	Water Main Profiles
Sheet	C-6.0	Storm Sewer Plan (West)
Sheet	C-6.1	Storm Sewer Plan (East)
Sheet	C-6.2 to 6.8	Storm Sewer Profiles
Sheet	C-7.0	Grading and Soil Erosion and Sedimentation Plan (West)
Sheet	C-7.1	Grading and Soil Erosion and Sedimentation Plan (East)
Sheet	C-9.0	Storm Water Management Plan
Sheet	C-9.1	Storm Water Calculations
Sheet	C-10.0	Road Alignment Plan
Sheet	C-10.1	Lexington Drive Sta. 0+00 to 3+89
Sheet	C-10.2	Fieldstone Sta. 100+00 to 106+51
Sheet	C-10.3	Fieldstone Sta. 106+51 to 109+70
Sheet	C-10.4	Fieldstone Sta. 109+70 to 114+94
Sheet	C-10.5	Fieldstone Sta. 114+94 to 117+96
Sheet	C-11.0	Miscellaneous Emergency Gate & Lock Details
Sheet	C-11.1	Fence & Bench Details
Sheet	C-11.2 to 11.5	City of South Lyon Details
Sheet	C-12.0 to 12.1	Specification & Notes
Sheet	L-101	Landscape Plan (East)
Sheet	L-102	Landscape Plan (West)

C. Any and all conditions on the Final (Stage II) Planned Development Site Plan approval by the South Lyon City Council pertaining to the Development and reflected in the official minutes of such meeting(s). Once the Final (Stage II) Planned Development Site Plan for Fieldstone Planned Development is approved, a reduced-size copy of it and the minutes of the South Lyon City Council meeting at which the Council approved it shall be attached to this Agreement as **Exhibits B** and **C** respectively.

D. City of South Lyon Zoning Ordinance Amendment, Ordinance No. _20, rezoned the Property from RM-1 to PD subject to the following conditions:

1. A waiver to allow an average lot area of 5,823 square feet;
2. A waiver to allow a minimum lot width of 50 feet;
3. A waiver to allow an overall density of 4.3 units per acre;
4. A waiver to allow a side yard setback of 5 feet, totaling a minimum of 10 feet between structures;
5. A waiver to allow a maximum overall building coverage of 30%, as specifically noted in the calculation table and a maximum impervious surface not to exceed 35% as described in Sheet C-1.0 of the Final (State II) Planned Development Site Plan attached as Exhibit B;
6. A waiver for a 30-foot rear yard setback with Lots 7, 18, 20, 21 and 22 dropping below 30 feet.;
7. Gaps in the internal sidewalk connection and along Eleven Mile Road be installed by Developer consistent with the approved Preliminary PD Site Plan;
8. Require that Developer install the landscape buffering abutting Colonial Acres prior to issuance of any building permits;
9. Partial brick or partial stone be required on front elevations, provided, however, that brick or stone IS NOT required on side or rear elevations, other than the brick or stone wainscoting prescribed for Lot 27 and Lot 28 side elevations, as noted in item 10 below; front elevations with 100% siding will not be offered as an option to buyers;
10. The requirement that brick or stone wainscoting be used on Lots 27 and 28 side elevations;
11. An anti-monotony policy be established as part of the condominium documents;
12. Missing landscape calculation and unit data (square footage table) be provided in the final site plan submittal; and
13. Draft condominium documents to be submitted during final site plan approval.

E. The approved elevation and footprint and interior layout drawings for dwellings for Fieldstone Planned Development are attached as **Exhibit D**.

F. Any and all public or private easements contemplated by this Agreement including, without limitation, utility easements, access easements, or conservation easements.

G. This Agreement and conditions imposed herein.

H. The Condominium Master Deed and Bylaws as required by Section 16 hereunder applicable to the Property setting forth, inter alia, the long-term maintenance obligations related to the Property.

I. City of South Lyon Engineering Design Standards, in effect as of the Effective Date, and any other reasonable conditions which may be required by the City's Engineering Consultants.

Developer shall, with respect to the Property, comply with all zoning ordinances and regulations of the City in effect at the time of development of the Property except where modified by, or as otherwise provided in, this Planned Development Agreement. Developer shall, with respect to the Property, fully comply with all engineering and other applicable federal, state, county, and city standards, codes, regulations, ordinances and laws in effect at the time of development of the Property.

4. EFFECT OF PUD APPROVAL

The Fieldstone Planned Development Ordinance reclassifies the zoning of the Property to Planned Development (PD) and constitutes the zoning and land use authorization for the Property, and all use and improvement of the Property shall be in conformity with such Ordinance and the Development Documents.

5. PERMITS AND AUTHORIZATIONS

The City shall grant to Developer, and its contractors and subcontractors, all City permits and authorizations necessary to bring all utilities, including electricity, water, storm and sanitary sewer to the Property, and to otherwise develop, improve, use, and occupy the Property in accordance with the Final (Stage II) Planned Development Site Plan, provided Developer has first made all requisite applications, filings, and submissions for permits, complied with the requirements for said permits, or authorizations and submittals, and paid all required fees. Any applications for permits or authorizations from the City will be processed in the customary manner.

6. PHASING

The Property shall be developed in a single phase.

7. WATER AND SANITARY SEWER

A. Developer shall, at its sole expense, construct and install improvements, facilities and/or connections tying into the municipal water and sanitary sewer systems. Such improvements shall be designed and constructed in accordance with the Final (Stage II) Planned Development Site Plan, the City's Engineering Design Standards, approved engineering plans, and all applicable federal, state, county, and city standards, codes, regulations, ordinances and laws. Developer shall dedicate easements and conveyances for, and shall post financial security relating to the completion of construction of the water and sanitary sewer improvements and facilities, as-built plans, and shall dedicate all such water and sewer system improvements in accordance with applicable City policies, procedures, ordinances, the Development Documents, and this Agreement. All water and sanitary sewer improvements and facilities shall remain Common Improvements, as defined in Section 15, below, until dedication of same is accepted

by the City of South Lyon or such other applicable agency. The City's consideration of and acceptance of dedications of water and sanitary sewer improvements in the Development shall be as and when determined by the City.

B. No water or sanitary sewer manholes, water gate stops, meter boxes, or curb stops for the water supply or sanitary sewer system shall be located in driveway approaches, sidewalks or other hard or paved surfaces unless approved by the City in writing.

C. Developer shall assume all risks associated with any non-availability of water and/or sanitary sewers to serve the Development or structures within it, including without limitation, uninhabitable buildings and fire protection risks.

8. STORMWATER

Developer shall, at its sole expense, construct and maintain a storm water drainage system for the Development, which shall include both on-site and off-site improvements as necessary, in accordance with the Development Documents, the approved Final (Stage II) Planned Development Site Plan, and all applicable ordinances, laws, codes, standards and regulations. At a minimum, the stormwater drainage improvements and facilities shall be designed in accordance with, satisfy, meet and comply with all applicable County and City standards or other applicable ordinances, codes, regulations, and standards.

9. ROADS AND SIDEWALKS

A. All roads, entranceways, sidewalks, and walking paths within the general common elements shall be constructed by Developer, at its sole expense, to Road Commission for Oakland County standards in accordance with the Development Documents, the Final (Stage II) Planned Development Site Plan, approved engineering plans, the City's Engineering Design Standards, this Agreement, and all applicable City Ordinances.

B. The roads in the Development shall be private roads.

C. The roads in the Development shall be constructed with 18-inch layback mountable curb and gutter.

D. Developer shall post financial security required by the City relating to the completion of construction of all road, entranceways, sidewalks, and walking paths.

E. The Eleven Mile Road approach improvements will require review and approval of the Road Commission for Oakland County and shall be constructed to comply with such requirements and standards.

F. Developer shall execute and record in the Oakland County Register of Deeds a Declaration of Cross Access Easement acceptable to Developer and the City to enable possible future cross access between the development and the adjacent residential development commonly known as Colonial Acres.

G. Developer shall construct, at its sole expense, a 20-foot wide emergency access drive and entranceway ("Emergency Access") on Eleven Mile Road west of the main entranceway into the Development as shown on the Final (Stage II) Planned Development Site Plan with an

emergency gate and lockbox approved by the South Lyon Fire Department. The Emergency Access and gate shall be and remain a general common element, and shall be reflected as such in the Master Deed and Bylaws for Fieldstone. The Emergency Access shall be maintained by the Association as it would maintain any of the other general common element, and the costs thereof shall be borne by the Association. Snow will be removed from the emergency access by the Association on a permanent basis. The City has the authority to enforce this provision as provided in Section 18 of this Agreement by removing the snow from the emergency access and charging the Association the cost thereof. Further, the Association shall maintain the Emergency Access area clear of any and all obstructions at all times, including by not limited to vehicles, structures, and any other objects that may, or could impede emergency vehicle access to the Development. The Emergency Access shall be gated so that it is not used as a primary access to the Development. The Association shall provide any keys or codes required to open the emergency gate to the City's Police and Fire Departments. The City shall have the right, but not the obligation, to enforce the repair and maintenance of the Emergency Access in accordance with the Final (Stage II) Planned Development Site Plan and this Agreement against the Association. In the event the Association fails to repair and maintain the Emergency Access, the City may enforce the obligation as provided for in Sections 17 and 18 of this Agreement, and as otherwise provided for in the Master Deed.

H. Sidewalks are subject to Sections 82-71 through 82-80 of the City of South Lyon Code of Ordinances, as amended, and the City shall have no obligation to maintain, repair, and replace sidewalks in the Development. The City shall not have any obligation to clear snow and ice from sidewalks in the Development which is an obligation and responsibility of the unit owners and residents pursuant to Section 82-78 of the City of South Lyon Code of Ordinances.

I. The Developer and/or Association shall snow plow and otherwise remove snow from the roads.

J. Developer shall provide a hard road surface at all times during construction to provide emergency vehicle access to the farthest point of all buildings under construction and a stone mud mat as required by the Soil Erosion and Sedimentation Control Program as administered by the Oakland County Water Resources Commissioner's Office. In the event the hard road surface cannot be commenced or completed due to the season and/or weather, Developer shall be permitted to proceed with construction upon installation of a temporary gravel or stone surface road capable of supporting fire and rescue apparatus, provided that the replacement of the temporary road by the hard surface road shall be completed within forty-five (45) days of the opening of the asphalt or concrete plants in the immediately following spring. The City Fire Department shall approve the installation of the temporary road. Developer shall assume all risks of fire damage to any buildings resulting from the inability of any such gravel or stone access road to support fire and emergency vehicles and apparatus.

K. Prior to completion of the construction or paving of the roads and entranceways (except the top coat), Developer shall apply dust palliative to, and otherwise maintain, such areas as necessary to keep them in good repair and minimize problems for adjacent property owners and the motoring public at large. Developer shall also keep adjacent roadways free of silt, debris and repair any damage to such roads caused by Developer's activities in a timely manner, subject to City requirements.

10. BUFFERING

The Development shall include a buffer along the east and south sides of the Development between it and the adjacent development, Colonial Acres, consisting of minimum 10-foot tall evergreen trees and a 6-foot vinyl fence which shall comply with the approved Final (Stage II) Planned Development Site Plan and landscaping plans for the Development. The buffer described herein shall be installed at the Developer's expense prior to the issuance of any building permits for the Development, and the evergreen trees shall be irrigated. The buffer and fence shall be maintained by the Developer and/or Association as a general common element and shall be reflected as such in the Master Deed and Bylaws for Fieldstone.

11. LANDSCAPING, LIGHTING, SIGNAGE, AND SCREENING

A. All landscaping, lighting, signage, and screening constructed on the Property shall fully comply with the Development Documents and all applicable City and other ordinances and regulations and other standards applicable to the Development.

B. Street lights shall be and remain a general common element and will not be dedicated to the City, and Developer, Association, and unit owners shall be responsible for maintaining, repairing, replacing and operating the street lights in accordance with the approved light specification and photometric plan at their sole expense.

12. OPEN SPACE AND NATURAL FEATURES

A. The pond and perimeter trees shall be preserved during construction and as part of the Development as designated on the Final (Stage II) Planned Development Site Plan.

B. The open spaces and natural areas designated on the Final (Stage II) Planned Development Site Plan and/or landscape plans are intended to add to the overall aesthetics of the Development and to provide active and passive recreational areas for the residents of the Development, and to ensure their long-term preservation, the designated open spaces and natural features shall be and are hereby perpetually preserved as open space and unimproved areas (other than improvements installed in accordance with the Final (Stage II) Planned Development Site Plan). These areas will be designated as general common elements in the Condominium Master Deeds and Bylaws, which shall also include a provision for the, as the case may be, maintenance, repair, and preservation of the designated open spaces and natural features, as approved and in compliance with the Final (Stage II) Planned Development Site Plan.

13. RESIDENTIAL DWELLING UNIT REQUIREMENTS AND RESTRICTIONS

All residential dwellings shall be constructed in accordance with and be consistent with the elevation drawings for Fieldstone dwellings provided to and approved by the South Lyon City Council as part of the Final (Stage II) Planned Development Site Plan (**Exhibits B and D**). Additionally, residential dwellings constructed in the Development shall comply with the following regulations:

A. Units in the Development shall be a minimum of 4,256 square feet in area, but range from 4,256 square feet to 8,526 square feet in area.

B. Dwellings shall be constructed in accordance with the applicable governmental building codes, rules, regulations, standards, and other requirements. All dwellings to be erected, altered, placed or permitted on any unit shall conform with the size requirements indicated on the Final (Stage II) Plan Development Site Plan.

C. Residential dwellings shall be constructed with any combination of one or more of the following exterior features as shown on the elevation drawings: columns, gables, finials, lintels, windows, bays, dormers, cornices, porches, porticos, hips, shutters, architectural garage doors with windows, etc. as shown in the approved dwelling elevation drawings attached as **Exhibit D**.

D. **Lot Coverage.** Lot coverage shall not exceed a Maximum Percent of Lot Area Covered by Impervious Surfaces of 35% as shown on Sheet C-1.0 of the Final (Stage II) Planned Development Site Plan for Fieldstone (**Exhibit B**). The "Maximum Percent of Lot Area Covered by Individual Buildings" shall not exceed 33%.

E. Exterior Materials. The following are prohibited as exterior materials for residential dwellings in the Development: aluminum siding, light gauge vinyl siding and vinyl siding of less than 0.044" gauge, poured concrete, concrete block, split face block, stucco, EIFS, Dryvit or other similar products. Hardy board or plank or vinyl siding with a minimum of 0.044" gauge or other exterior concrete composite materials are permitted.

F. Roof Shingles. Architectural shingles shall be used throughout the development.

G. Exterior Colors. The exteriors of residential dwellings shall be of traditional or contemporary color combinations, and Developer and builders shall offer a variety of exterior color combinations. The exteriors of residential dwellings shall be of traditional or contemporary color combinations. The developer and builders provided the City a variety of exterior colors for acceptance. The Planning Commission and City Council approved the supplied materials and color selections. The approved material and color boards are kept on record at the City and will be retained in order to confirm conformance.

H. Product Variety and Anti-Monotony Rule. The same elevation and color scheme (meaning the front façade of a residential dwelling) shall not be constructed or used for the residential dwelling immediately next to and on the same side of the road and most directly across the road from a residential dwelling. Exterior color combinations, materials, and appearances will be considered for purposes of product variety.

I. Garage. Each dwelling shall have one private attached garage.

J. Decks and Patios. Decks and patios shall be sized so Impervious Lot Coverage does not exceed 35% as defined in City of South Lyon Ordinance and provided in this Agreement.

14. COMPLETION OF IMPROVEMENTS

Developer shall be responsible for the construction of all improvements in the Development as shown on and contained in the Development Documents, at no cost to the City, as provided in this Agreement, including without limitation, all roads, drives, entranceways, sanitary sewer service system, water service system, storm water drainage system, detention and retention facilities, buffers, gas and electric utilities, lighting, signage, landscaping, landscaping

amenities, sidewalks, pathways, walkways, buffers, barrier or screening walls, fences, retaining walls, soil erosion and sedimentation controls, and any other improvements within or for the Development.

15. FINANCIAL ASSURANCES

A. Financial Assurances Required. Prior to commencing construction of the Development and to secure completion of the Common Improvements, including roads, entranceways, drives, emergency access, water system improvements, sanitary sewer system improvements, stormwater drainage system, pathways, walkways, buffers, common area and entranceway landscaping, lighting, signage, screening, tree removal and replacement, and other general and limited common elements as determined by the City's engineer ("Common Improvements"), Developer shall provide financial assurances reasonably satisfactory to the City for completion, preservation, and maintenance of such improvements in accordance with this Agreement and the Development Documents. Such financial assurances shall be in the form of cash or an irrevocable and automatically renewing letter of credit, approved by the City, in an amount equal to one hundred fifty percent (150%) of the cost of completing the improvements as determined by the City. The financial assurance shall require actual construction and installation of the Common Improvements within two (2) years after the issuance of the initial permit. The time limit may be extended for up to twelve (12) months at the City's discretion, upon determination that the work is proceeding toward completion and that the delay is not dilatory or unreasonable under the circumstances. In reaching this determination, the City may take into consideration any appropriate factors established by the Developer, including, but not limited to, weather conditions, delays in securing required permits or approvals from other regulatory agencies, and unforeseen economic events or conditions. A request for extension shall be in writing, accompanied by a schedule for completion of all remaining work. At the time an extension is requested, a site inspection will be conducted, with the cost of such inspection being the Developer's responsibility, to confirm work remaining on the site.

B. Maintenance and Repair Guarantee. Concurrently with approval by the City of any Common Improvements, a two (2) year maintenance and repair guarantee in the form of cash, certified check, or an automatically renewing irrevocable letter of credit running from the date of the City's acceptance of the dedication of the Common Improvement equal to twenty-five percent (25%) of the construction costs for Common Improvements shall be provided by Developer. The maintenance and repair guarantee is to warrant the workmanship, materials, and design used in construction and the successful operation and maintenance of the Common Improvements. Additionally, in accordance with the City's Engineering Design Standards, as-built plans certified by a licensed engineer, reviewed by the City's engineer, shall be submitted to the City.

C. Site Restoration Guarantee. Developer agrees to maintain the Common Improvements during construction of the Development and residential dwellings and to restore, repair, replace, or rebuild same if damaged during construction and until construction is completed as determined by the City Manager. The City shall require Developer to provide the City with a site restoration guarantee in the form of cash, certified check, or an automatically renewing irrevocable letter of credit in an amount equal to ten percent (10%) of the cost of the Common Improvements to be guaranteed to ensure Developer's obligations to maintain and restore the Property and Common Improvements damaged during construction.

D. Unit Deposit. Prior to issuance of a building permit for a residential dwelling, Developer or its successor and/or assigns, including a residential builder applying for a building permit, shall deposit with the City Three Thousand and No/100th dollars (\$3,000.00) in the form of cash, certified check, or an automatically renewing irrevocable letter of credit, whichever Developer elects, running to the City, to guarantee construction and completion of the grading, drainage, driveway, adjacent sidewalks, street trees, et cetera in accordance with this Agreement and the Development Documents. After a final certificate of occupancy for a dwelling is issued, any unused balance of a unit deposit shall be returned to whoever posted it if requested in writing to the City.

E. Reduction and Release. The building official may, after performing a site inspection at the written request of the Developer and determining that all fees due have been paid, rebate or reduce portions of a financial assurance, guarantee or deposit upon determination by the building official, in his sole discretion, that the improvements and/or actions for which that financial assurance, guarantee, or deposit was provided have been satisfactorily completed in accordance with the permit, approved plans, any temporary certificate of occupancy, this Agreement, the Development Documents, and all other applicable laws, regulations, and ordinances. No such rebate or reduction shall occur until fifty percent (50%) of the value of all of the Common Improvements, based on an estimate of the value of labor and materials, for the Development are complete, and at no point shall the amount of the financial assurance, guarantee, or deposit held by the City be less than one hundred fifty percent (150%) of the cost to complete the remaining required Common Improvements or other improvements. The Developer is responsible for the actual cost of inspections requested. The amount of a financial assurance, guarantee, or deposit required may, in the City's sole discretion, be reduced by the amount of the financial assurance required by another governmental entity. If, at any time, the City determines that the funds remaining in the financial assurance, guarantee, or deposit are not, or may not be, sufficient to cover the remaining unpaid cost to complete construction of the Common Improvements or other work and unpaid fees or are otherwise insufficient, then, within ten (10) days after demand by the City, the Developer shall increase the amount of the financial assurance, guarantee or deposit to be sufficient to pay the unpaid costs and fees. Failure to do so may result the City issuing stop work orders and shall be grounds for the City to retain any remaining balance and to draw down additional available funds and which shall be used to complete the unfinished Common Improvements. All unpaid fees may be deducted from this deposit balance.

F. Inspections. All construction of Common Improvements and other construction are subject to and must be inspected by the City after the completion, as well as during the construction process according to applicable ordinances, laws, statutes, codes and regulations. Upon receipt of a written request for an inspection, the building official will inspect as soon as reasonably practicable thereafter which should generally occur within thirty (30) days. Periodic inspections may also be made at the discretion of the building official.

G. Default. The City may collect or execute against and/or use a financial assurance, guarantee, or deposit when work is not completed in a timely manner in accordance with applicable permits, this Agreement, or the Development Documents. The building official shall notify the applicant in writing of any such determination. *Default* means the failure to: (1) comply with performance guarantee requirements and conditions; (2) complete, in the specified time, any required improvements in accordance with the Development Documents, this Agreement, and applicable federal, state, county, and local laws, ordinances, regulations, and other requirements and with an approved site or plot plan or plat and any conditions thereto; (3)

maintain, for the specified period of time, any required improvements in accordance with the Development Documents, this Agreement, and applicable federal, state, county, and local laws, ordinances, regulations, and other requirements and with an approved site or plot plan or plat and any conditions thereto; and (4) pay current fee and deposit balances when due.

H. In the event of a default, the City shall, following written notice and an opportunity to cure such default, as specified in the notice, have the right (but not the obligation) to use a financial assurance, guarantee, or deposit to complete the improvements or take the appropriate actions to achieve completion, and the application for site or plot plan or plat approval, building permit, temporary certificate of occupancy, or similar approvals shall be deemed to have authorized the right of the City to enter upon the Property to bring about such completion.

I. In the event a financial assurance, guarantee, or deposit posted is insufficient in amount to allow the City to complete the improvements and/or actions, the Developer shall be required to pay to the City such additional amounts as are needed, as reasonably determined by the Developer's engineering consultants in consultation with the City, for the completion of such improvements and/or actions. Should the City use a financial assurance, guarantee, or deposit, or a portion thereof, to achieve such completion, any amounts remaining shall first be applied to the City's administrative costs, which shall be equal to twenty-five percent (25%) of the cost of such completion, actual attorney's fees, consultant fees, and like fees expended by or on behalf of the City in connection with securing the guarantee and completing the improvements and/or actions; the balance remaining thereafter (if any) shall be refunded to the applicant upon written request.

J. The Developer shall be responsible for ensuring that the required financial assurances, guarantees, and deposits remain in place until all Common Improvements and other improvements are completed, inspected, approved, and the financial assurance, guarantee or deposit has been released by the City. Irrevocable letters of credit shall not be permitted to lapse or expire without renewal or replacement. The City may call or collect upon any such financial assurance, guarantee, or deposit prior to its expiration if it reasonably appears to the City that the guarantee will be permitted to lapse or expire.

16. CONDOMINIUM MASTER DEED AND BYLAWS

A. Developer shall submit to the City a Condominium Master Deed and Bylaws ("Master Deed") applicable to the Property and Development. The Master Deed shall be subject to review by the City Attorney and approval by the City Council prior to recording. The Master Deed shall be fully executed and recorded prior to the issuance of any building permits. As part of such Master Deed, there shall be provisions obligating Developer, the Association, and all future successor owners of the applicable portions of the Property to maintain, repair, and preserve all Common Improvements (as defined in Section 15(A)) in good working order and appearance at all times and in accordance with the Development Documents and this Agreement. The Master Deed shall also contain reference to the actions which may be taken by the City in the event the Developer or the Association fails to perform its maintenance and repair obligations under this Agreement. Additionally, the Master Deed shall identify and make reference to this Agreement and the obligations imposed there under.

B. Nothing in this Agreement is intended to prevent Developer from imposing more restrictive requirements and standards with respect to the Condominium in the Master Deed.

17. MAINTENANCE OBLIGATIONS

A. Provision for the continued maintenance of all Common Improvements is of major importance to the continued success of the Development. To ensure the proper installation and continued maintenance of the Common Improvements, the following standards are imposed, which shall be incorporated into the Condominium Master Deed and Bylaws.

B. Developer shall form and establish a non-profit corporation, which shall be known as the Fieldstone Condominium Association, or such other name as may be designated by Developer (the "Association") to, inter alia, control and be responsible for the maintenance, repair, and preservation ("maintenance") of the Common Improvements, at no cost to the City, and to levy and collect assessments as necessary to pay the costs of such maintenance. Developer and every owner of a unit shall be members of the Association. All membership rights and obligations shall be appurtenant to such members' Condominium unit and may not be separated from the ownership of any unit.

C. Developer shall be responsible for the maintenance of the Common Improvements until Developer or its assigns has completed the Common Improvements and turned over or assigned its maintenance obligation to the Association in accordance with the Michigan Condominium Act, Act 59 of 1978, as amended, and the Master Deed, after which the Developer shall have no further maintenance obligation as to the Common Improvements under this Agreement.

D. In the event the Developer and/or Association, at any time, fail to carry out the aforementioned responsibilities and obligations to maintain all Common Improvements in the Development, the City shall have the right to serve written notice upon the Developer, Association, and owner(s) setting forth the deficiencies in maintenance, repair and/or preservation. The notice shall also set forth a demand that such deficiencies be cured within a stated reasonable time period, and the subsequent date, time, and place of hearing before the City Council, or such other board, body or official delegated by the City Council, for the purpose of allowing the Developer and/or Association to be heard as to why the City should not proceed with the maintenance, repairs, and/or preservation which had not been undertaken. At the hearing, the City Council may take action to extend the time for curing the deficiencies, and the date of the hearing itself may be extended and/or continued to a date certain. If following the hearing, the City Council or the board, body, or official designated to conduct the hearing, shall determine that the maintenance, repairs, and/or preservation have not been completed within the time specified in the notice, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Development and Property, or any portion of it, or cause its agents or contractors to enter thereon, and perform such maintenance, repairs and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance, repairs, and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of twenty-five percent (25%) of the total of all costs and expenses incurred, shall be paid by the Development and/or Association and such amounts shall constitute a lien on a pro rata basis as to each unit in the Development. The City may require the payment of such monies prior to the commencement of work. Any such invoice not paid within thirty (30) days following the delivery of the invoice shall bear interest at a rate of one and one-half percent (1 ½%) per month until paid. Further, if such costs and expenses have not been paid within thirty (30) days of a billing to the Developer and/or Association, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata as to each unit, and shall accrue interest and penalties, and shall be

collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may also be collected by suit initiated against the Developer and/or Association, and, in such event, the owner(s) shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit. The City shall also have the enforcement rights otherwise provided in applicable City ordinances and the Development Documents and/or state laws.

E. Should the failure to maintain the Common Improvements be determined by the City to constitute an impending and immediate danger to the health, safety and welfare of the public, the City shall have the right to take immediate corrective action and summarily abate such danger. The City will make its best effort to communicate with the Developer or the Association, as applicable, by telephone at the number to be provided by the Developer and Association before taking such action, but the City will not be required to delay any action in the event of an impending and immediate danger if it is unable to make contact with the Developer or Association, in which event the City will provide notice of the action taken as soon as possible after the time of the action, and in any event no later than forty-eight (48) hours after taking such action. Should deficiencies in repair/maintenance of the Common Improvements be determined to be a public or private nuisance, the same shall be abated pursuant to City ordinances.

18. CITY ENFORCEMENT

In the event there is a failure to comply with or timely or properly perform any obligation or undertaking required under or in accordance with the Development Documents and this Agreement, the City may serve written notice upon the Developer and all other record owners of real property within the Development setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period and the date, time, and place for a hearing before the City Council, or such other board, body, or official delegated by the City Council, for the purpose of allowing the violating party an opportunity to be heard as to why the City should not proceed with the actions set forth in subsections (A) through (C) below. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. The foregoing notice and hearing requirements shall not be necessary in the event the City determines in its discretion that an emergency situation exists requiring immediate action. If, following the hearing described above, the City Council, or such other board, body, or official designated to conduct the hearing, shall determine in its discretion, that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by the City in its discretion, the City shall thereupon have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under City ordinances and/or State laws:

A. The City may enter on to and upon the Property, or cause its agents or contractors to enter the Property, and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate. The cost and expense of making and financing such actions by the City, including notices by the City and legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five percent (25%) of the total of all such costs and expenses incurred, shall be paid by the Developer within thirty (30) days of a billing to the Developer. The payment obligation under this paragraph shall be secured by a lien against any condominium units in the Development that are not, at the time, occupied under a valid certificate of occupancy issued by the City, which lien shall be deemed effective as of the

date of the initial written notice of deficiency provided pursuant to this Section, or in emergency circumstances the date at which the City incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing which has been unpaid by the Developer for more than thirty (30) days on the delinquent tax rolls of the City relative to and any condominium units within the Development that are not, at the time, occupied under a valid certificate of occupancy issued by the City, to accumulate interest and penalties, and to be deemed and collected, as and in the same manner as made and provided for collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Developer, and, in such event, the Developer shall pay all court costs and attorney fees incurred by the City in connection with such suit if the City prevails in collecting funds thereby.

B. The City may initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the Development Documents. A breach of this Agreement by Developer shall constitute a nuisance *per se* which shall be abated. The Developer and the City therefore agree that, in the event of a failure to comply with or timely and properly perform any obligation or undertaking required under or in accordance with the Development Documents, the City shall, in addition any other relief to which it may be entitled at law or in equity, be entitled under this Agreement to relief in the form of specific performance and an order of the court requiring abatement of the nuisance *per se*. In the event the City obtains any relief as a result of such litigation, the violating party shall pay all court costs and attorney and witness fees incurred by the City in connection with such suit.

C. The City may issue a stop work order as to any or all aspects of the Development, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development regardless of whether the violating party is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Development.

19. REIMBURSABLE COSTS

Developer shall reimburse the City for the following costs:

A. All legal, planning, engineering and other consultant fees, incurred in connection with the preparation of this Agreement and any other agreements, including the Master Deed and Bylaws, required for the Development.

B. All legal, planning, engineering and other consultant fees incurred in connection with the review and approval of the application for rezoning and Planned Development site plan approval.

C. All legal, planning, engineering, and other consultant fees, along with applicable permit fees, which may be incurred throughout the construction of the Development as a result of any development inspections or actions taken to ensure compliance with the Development Documents.

D. All costs associated with the submission to the City and consideration of all plans and documents associated with the Development, including, but not limited to, site plans, landscaping plans, wetlands, building plans, engineering plans, as-built plans, permits, inspections.

20. ACCESS TO PROPERTY

In all instances in which the City, pursuant to this Agreement, utilizes the proceeds of a Financial Assurance, guarantee or deposit provided to secure completion or maintenance of Common Improvements, and at any time throughout the period of development and construction of any part of the Development, the City, its contractors, representatives, consultants and agents, shall be permitted, and are hereby granted authority, to enter upon all or any portion of the Property for the purpose of inspecting and or completing the respective Common Improvements, and for the purposes of inspecting for compliance with and enforcement of the Final (Stage II) Planned Development Site Plan and this Agreement.

21. VARIANCES/WAIVERS

Except as otherwise approved in relation to this Agreement, subject to Section 22, requests for dimensional variances or waivers as to Units and dwellings shall be submitted to the Planning Commission for review and decision.

22. CHANGES AND ALTERATIONS TO DEVELOPMENT DOCUMENTS

A. Written requests from the Developer for minor changes or alterations to the Development Documents, including without limitation, the approved Final (Stage II) Planned Development Site Plan, may be approved administratively without the necessity of planning commission or city council action if the City Manager, or his or her designee, certifies in writing that the proposed revision constitutes a minor change or alteration and does not alter the basic design or any specific conditions of the approved Final (Stage II) Planned Development Site Plan and Development Documents.

B. Requests for major changes or alterations to the Development Documents that would alter the intent of or be inconsistent with the Development Documents or that might result in a major or material change to the Development Documents shall be subject to review and approval by the Planning Commission under Section 102-388(2) and 102-389 of the City's Zoning Ordinance and shall not be approved administratively. The City Manager shall determine, in his or her sole discretion, whether a requested change or alteration is minor or major.

C. Minor changes to the Final (Stage II) Planned Development Site Plan may be approved without necessity of Planning Commission or City Council action thereon if the building inspector certifies in writing that the proposed revision constitutes a minor alteration and does not alter the basic design nor any specific conditions of the plan as agreed upon by Planning Commission and City Council. The building inspector shall record all such changes on the Final (Stage II) Planned Development Site Plan and shall advise Planning Commission and City Council of all said minor revisions within 15 days of said administrative approval Minor changes. The following are illustrative examples of minor changes or alterations, in addition to the matters set forth in Section 102-389 of the Zoning Code:

- i. Correcting non-material errors;
- ii. Changes in exterior residential dwelling colors;
- iii. Slight changes to berms or landscaping, including plant species and materials;

- iv. Changes requested by the city, county, or state for safety reasons.

D. Major changes or alterations are more significant in nature than minor changes and include, but are not limited to, changes in use, changes to the development layout, road layout, site access or circulation, density, setbacks, open space configuration, minimum unit size and dimensions, residential dwelling height, dimensions, or square footage.

23. OWNERSHIP AND/OR CONTROL OF PROPERTY

Developer owns and has represented to the City that it owns the Property and is fully authorized and empowered to develop the Property in accordance with and pursuant to the Final (Stage II) Planned Development Site Plan, this Agreement, and all other document, agreements, dedications and recordings, and that Developer has sufficient interest in, or control over, the Property to enter into this Agreement and bind the Property covered herein and any future owner(s) or others holding an interest in the Property.

24. MISCELLANEOUS PROVISIONS

A. Agreement Jointly Drafted. The Developer and City have negotiated the terms of this Agreement and the Development Documents, and such documentation represents the product of the joint efforts and mutual agreements of the parties. Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of the Development Documents, and Developer shall not be permitted in the future to claim that the effect of this Agreement and the Development Documents results in an unreasonable limitation upon uses of the Property or any portion thereof, or claim that enforcement of the Development Documents causes an inverse condemnation, other condemnation or taking of the Property or any portion thereof. Furthermore, it is agreed that the improvements and undertakings described in the Development Documents are necessary and roughly proportional to the burden imposed and are necessary in order to: (i) ensure that public services and facilities necessary for and affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development; (ii) protect the natural environment and conserve natural resources; (iii) ensure compatibility with adjacent uses of land; (iv) promote use of the Property in a socially, environmentally, and economically desirable manner; and (v) achieve the legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3301 *et seq.* It is further agreed and acknowledged hereby that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the Development of the Property, and all such improvements without exception are clearly and substantially related to the City's legitimate interests in protecting the public health, safety, and general welfare. The parties acknowledge and agree that such improvements, both on-site and off-site, have been found to be necessary and constitute a recognizable and material benefit to the ultimate users of the Planned Development and to the community, which benefit would otherwise be unlikely to be achieved without the Planned Development and are an important component of the Planned Development upon which the City relied in its consideration and approval of the Fieldstone Planned Development. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between the Developer and the City.

B. Ambiguities and Inconsistencies. Where there is a question with regard to applicable regulations for a particular aspect of the Development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions

of the Development Documents or this Agreement which apply, the City, in the reasonable exercise of its discretion, shall determine whether the regulations of the City's Zoning Ordinance, as amended, or other City Ordinances, codes, policies, standards, or other regulations shall be applicable provided it finds that such determination is not inconsistent with the nature and intent of the Development Documents or the terms of this Agreement. In the event of a conflict or inconsistency between two or more provisions of the Development Documents, the more restrictive provision, as determined in the reasonable discretion of the City, shall apply. To the extent this Agreement and other Development Documents are silent on an issue regulated by the City's Code of Ordinances or regulations, then the City's Code of Ordinances or regulations shall govern and control.

C. Running with the Land. This Agreement shall run with the Property, and shall be binding upon and inure to the benefit of the Developer and City and all of their respective heirs, successors, assigns, and transferees. The parties acknowledge that the Property is subject to changes in ownership and/or control at any time, but that heirs, successors, assigns and transferees shall take their interest subject to the terms of this Agreement, and all references to "Developer" in this Agreement shall also include all heirs, successors, and assigns of the Developer. The parties also acknowledge that the members of the City Council and/or the City Administration and/or its departments may change, but the City shall nonetheless remain bound by this Agreement.

D. Governing Law. This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in courts located in Michigan. The parties understand and agree that this Agreement is consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable laws.

E. Authority. This Agreement has been duly authorized by all necessary action of Developer and the City. By the execution of this Agreement, the parties each warrant that they have the authority to execute this Agreement and bind the Property and their respective entities to its terms and conditions.

F. Additional Council Conditions. Developer acknowledges that subsequent to the recommendation of approval of the Agreement by the South Lyon Planning Commission that the South Lyon City Council may require additional conditions that will be incorporated into said Agreement before it is presented to Developer for signature and if accepted by the Developer, such conditions shall be enforceable against Developer.

G. Amendment. This Agreement may not be amended, modified, replaced, or terminated without the prior written consent of the parties to this Agreement. Developer shall have the right to delegate its rights and obligations under this Agreement to the Association. Until the rights and responsibilities under this Agreement are transferred to the Association, Developer and the City shall be entitled to amend, modify, replace, or terminate this Agreement, without requiring the consent of any person or entity whatsoever, regardless of whether such person has any interest in the Property, including unit owners, mortgagees, and others. Following the date, the rights and obligations under this Agreement are transferred or otherwise conveyed to the Association, only the Association and the City shall be entitled to amend, modify, replace, or terminate this Agreement.

H. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the enforceability or validity of the remaining provisions which shall remain in full

force and effect and this Agreement shall be constructed and construed in all respects as if any invalid or unenforceable provision were omitted.

I. Notices. Any and all notices permitted or required to be given shall be in writing and sent either by mail or personal delivery to the address first above given.

J. Non-waiver. No failure or delay on the part of any party in exercising any right, power, or privileged under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

K. Incorporation of Documents. The recitals contained in this Agreement, the introductory paragraph, and all exhibits attached to it and referred to herein shall for all purposes be deemed to be incorporated in and made a part of this Agreement.

L. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. The rights and obligations contained in this Agreement shall run with the Property.

M. Recordation. A copy of this Agreement shall be recorded in the Oakland County Register of Deeds to provide further notice of the obligations contained herein. Developer shall pay the costs associated with recording this Agreement.

N. Counterpart Copies. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

O. Violations. Violations of the provisions of this Agreement shall be deemed to be violations of the Township Zoning Ordinance and shall entitle the City to all the rights and remedies provided by the Zoning Ordinance or any other applicable law for such violation.

P. All references in this Agreement to City zoning ordinances shall be deemed to refer to the zoning ordinances in effect as of the Effective Date and subject to any deviations or waiver in respect thereof set forth in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year recited above.

Pulte Homes of Michigan LLC, a Michigan Limited Liability Company	CITY OF SOUTH LYON, A Michigan Municipal Corporation
By: _____ Name: Title:	By: _____ Daniel L. Pelchat, its Mayor By: _____

	Lisa Deaton, its Clerk
--	------------------------

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me by Daniel L. Pelchat, the Mayor of the City of South Lyon, and Lisa Deaton, the Clerk of the City of South Lyon, on behalf of the City of South Lyon, a Michigan municipal corporation, on the _____ day of _____, 2020.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me by _____
the _____ for Pulte Homes of Michigan LLC, on the _____ day of
_____, 2020.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

Drafted by:

After Recording Return to:
Lisa Deaton, Clerk
City of South Lyon
335 S. Warren Street
South Lyon, MI 48178

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 19, T. 1 N., R. 7 E., CITY OF SOUTH LYON, OAKLAND COUNTY MICHIGAN MORE FULLY DESCRIBED AS COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 19, THENCE N 89°30'34" W 102.27 FEET ALONG THE NORTH LINE OF SAID SECTION 19 TO THE POINT OF BEGINNING; THENCE S 00°37'38" W 380.75 FEET; THENCE S 87°38'26" W 164.63 FEET; THENCE S 00°29'48" W 40.53 FEET; THENCE S 77°55'48" W 160.32 FEET; THENCE N 89°26'55" W 272.74 FEET; THENCE S 43°24'20" W 173.88 FEET TO THE NORTHEASTERLY LINE OF THE C & O RAILROAD; THENCE N 46°01'24" W 859.35 FEET ALONG THE NORTH LINE OF THE C & O RAILROAD TO THE NORTH LINE OF SECTION 19; THENCE S 89°30'34" E 1336.46 FEET ALONG SAID NORTH SECTION LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS & ENCUMBRANCES OF RECORD.

Parcel Tax Number: 21-19-126-002

EXHIBIT B
APPROVED FINAL (STAGE II) PLANNED DEVELOPMENT SITE PLAN
FIELDSTONE

EXHIBIT C
APPROVED MINUTES OF _____, 2020 CITY COUNCIL MEETINGS

EXHIBIT D
DWELLING ELEVATION AND FOOTPRINT AND INTERIOR LAYOUT DRAWINGS

AGENDA NOTE

Old Business # 2

MEETING DATE: November 9, 2020

PERSON PLACING ITEM ON AGENDA: City Manager

AGENDA TOPIC: Water & Sewer Rate Adjustment

EXPLANATION OF TOPIC: The City of South Lyon had a Water and Sewer Rate Analysis performed to ascertain the proper rate structure for the City. The recommendations were made at the May and July City Council Meetings to adjust the rates to compensate for \$10 Million in improvements that are currently underway and planned within the next several years. If rates are adjusted beginning with the next billing cycle, the customers will be billed beginning April 1st.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: I have included a copy of the second presentation material that was provided by Plante Moran and a copy of the financial forecast for the funds.

POSSIBLE COURSES OF ACTION: Approve or not approve the recommended changes in the water and sewer rates for the upcoming year.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the recommended changes in the water and sewer rates for the upcoming year.

City of South Lyon,
Oakland County, Michigan

**Water and Sewer Fund Financial Forecast
(Cash-needs Basis)
For the Years Ending June 30, 2021 to 2030**

City of South Lyon, Oakland County, Michigan

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Accountant's Compilation Report

To the Budget and Ways Committee
City of South Lyon,
Oakland County, Michigan

Management is responsible for the accompanying financial forecast of the City of South Lyon (the "City") Water and Sewer Fund as of and for the years ending June 30, 2021 to 2030, including the related summary of significant forecast assumptions/significant accounting policies, in accordance with guidelines for the presentation of a forecast established by the American Institute of Certified Public Accountants.

We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not examine or review the forecasted financial statements, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these forecasted financial statements or the underlying assumptions.

The forecast does not present a statement of net position; a statement of revenue, expenses, and changes in net position; or a statement of cash flows, which would be presented in a complete set of financial statements. Accordingly, this forecast is not designed for those who are not informed about the City's financial position, results of operations, and cash flows.

The forecasted results may not be achieved, as there will usually be differences between the forecasted and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

The accompanying forecast and this report are intended solely for the information and use of the City of South Lyon, the budget and ways committee, and city management and are not intended to be and should not be used by anyone other than these specified parties.

Plante & Moran, PLLC

August 10, 2020

City of South Lyon, Oakland County, Michigan

Summary of Significant Forecast Assumptions/ Significant Accounting Policies

The assumptions disclosed herein are those that management believes are significant to the forecast as of the date of this forecast. The assumptions are not all inclusive, and the forecasted results may not be attained. Management intends for the forecast to indicate the cash inflows and outflows of the system and the rate levels necessary to cover the cash outflows and to accumulate reserves for future capital needs and for adequate working capital.

All forecasted revenue and expenditures are reported using the cash-needs basis, which differs from generally accepted accounting principles that are used for historical audited financial statements. Under the cash-needs basis, revenue is recognized when it is received in cash, and expenditures are recorded when there is a cash outflow. The City of South Lyon's (the "City") historical audited financial statements would not report capital outlay or principal payments on debt as expenses of the Water and Sewer Fund. Instead, capital items would be capitalized, and principal payments would be shown as a reduction to the debt.

The forecasted 2021 through 2030 revenue and expenditures use the City's audited trial balance for the fiscal year ended June 30, 2019 and the fiscal year 2020 adopted budget. Assumptions are based on management's judgment given the most recent and best information known at the time of completion, which was August 10, 2020.

Significant assumptions include the following:

- The model (referred to as the "model" or the "forecast") projects operations on a cash basis so as to provide an analysis of revenue projected to work towards a target reserve that includes replacement costs of capital assets, 120 days of operating expenses, annual debt service, planned capital replacement, and emergency capital replacement.
- Beginning modified working capital is based on actual balances in the Water and Sewer Fund per the audited 2019 financial statements.
- System internal operational expenses are allocated by the City between water and sewer activities, using departments 540 and 556 to denote water and departments 550 and 557 to denote sewer. No further analysis to determine adequacy of the existing allocation has been performed.
- All capital outlay, including system improvements, repairs to the respective plants, and any vehicle purchases, will be paid out of current cash flow. Significant capital outlay assumed in the model includes the following:

Water

1. Replacement of steel storage tank
2. Storage tank repairs
3. Water line for well #7
4. Generator
5. Pipe gallery rehabilitation
6. Dehumidification
7. Security
8. Other capital replacements or improvements

Sewer

1. Sludge handling process (belt filter press)
2. Sludge pumps
3. Generator
4. Aeration basin rehabilitation
5. Security
6. Lift station refurbish

City of South Lyon, Oakland County, Michigan

Summary of Significant Forecast Assumptions/ Significant Accounting Policies

7. Roof at treatment plant
8. Parking lot resurfacing
9. Open cut repairs
10. Other capital replacements or improvements

The City's capital improvement program is beginning in FY 2020 with initial capital outlay in excess of \$1.5 million, which has been factored into the model. Total planned capital outlay for both water and sewer combined over the next 10 years is as follows:

FY 2021	\$ 3,008,400	FY 2026	\$ 269,000
FY 2022	3,037,000	FY 2027	159,000
FY 2023	979,000	FY 2028	99,000
FY 2024	1,009,000	FY 2029	76,000
FY 2025	954,000	FY 2030	51,000

- Purchase of other miscellaneous equipment will be funded by water and sewer rates annually.
- Debt service payments, principal, and interest reflect the existing debt of the water and sewer system, as disclosed in the audited financial statements for the year ended June 30, 2019. The sewer debt service is funded by a dedicated millage that expires when the debt is fully paid off in fiscal year 2026. The property tax revenue is included in miscellaneous revenue in the model.
- Operational expenses with their own specific annual inflation factor are as follows:

Wages	2.0%
Healthcare	5.8%
Utilities	3.0%
Retirement	5.0%
Insurance	2.0%

- For operating and administrative expenses without a separate assumption, a 1.5 percent inflationary increase has been assumed.
- The City bills its customers on a quarterly basis.
- The City produces potable water at its own treatment plant. Demand for water fluctuates based on weather and other factors. Actual water units (a unit is 1,000 gallons) sold over the prior 5 years are as follows:

Year Ended June 30	Units Sold
2015	344,218
2016	374,278
2017	385,037
2018	389,307
2019	384,431

City of South Lyon, Oakland County, Michigan

Summary of Significant Forecast Assumptions/ Significant Accounting Policies

For waste water treatment, the City has a unique billing methodology. The summer sewer bill is the average of the previous three quarters. For the other three quarters, billed sewer usage is the same as water usage. The rationale for this is that summer water usage often is for irrigation and other outside uses and, therefore, does not enter the sewer system. Billed sewer usage in units (a unit is 1,000 gallons) over the prior five years is follows:

Year Ended June 30	Units Sold
2015	292,298
2016	292,709
2017	286,113
2018	290,117
2019	294,520

The model assumes the units sold will be the average of the most recent 2 years: 387,000 units for water and 292,000 units for sewer.

- For health care fringe benefit expenses, the model assumes an inflation factor of 5.8 percent per year based on an estimate from the Centers for Medicare & Medicaid Services (CMS.gov).
- The target modified working capital (current assets minus receivables minus current liabilities) can be broken down into four components as follows:
 1. 120 days of internal operational expenses (30 days more than the City's billing cycle)
 2. The next year of debt service payments
 3. A total of 5 percent of the net book value of the system's capital assets in the event of an emergency capital replacement
 4. A planned capital replacement reserve for future improvements to the city systems:
 - Approximately \$1.6 million for water to be achieved over a 10-year period
 - Approximately \$4.1 million for sewer to be achieved over a 10-year period

As of June 30, 2019, the City has approximately \$8.8 million of modified working capital. Based on the cash needs outlined above, the model calculates utility rates sufficient to generate enough cash to pay for those cash needs and maintain that same \$8.8 million after the 10 years ending June 30, 2030.

Other Capital Needs

If additional large-scale improvements to either system are identified in the future, the calculated rates above may not provide sufficient working capital in order to achieve targeted levels. While the forecast does include the accumulation of some money to help pay for these projects, it is possible that another source of funding, such as bonds or other issuances of debt, would be required at some time in the future.

Proposed Water and Sewer Rates

The current rate structure for the City includes a \$6 quarterly fixed charge to every customer, regardless of meter size, and a variable water and a variable sewer rate. The variable rates are charged per 1,000 gallons, with a minimum quarterly charge of 7.2 units.

City of South Lyon, Oakland County, Michigan

Summary of Significant Forecast Assumptions/ Significant Accounting Policies

The City has elected to make the following changes to the rate structure:

1. Replace the \$6 quarterly charge with a graduated readiness to serve (RTS) charge based on meter size. The RTS, in total, will generate enough cash to pay for 18 percent of the system's internal operational costs on an annual basis.
2. Eliminate the 7.2 unit per quarter minimum charge.

Under this new methodology, a customer who does not use any water or sewer service during the quarter would still be charged the RTS.

As a result of the assumptions above, and after several discussions with city management, the model proposes the following changes to the City's water and sewer variable rates (per 1,000 gallons):

	Current Rate (FY 20)	Suggested by Model (FY 21)	Suggested Change for FY 20
Water	\$ 2.46	\$ 2.68	9.0%
Sewer	4.52	4.68	3.5%
Total	\$ 6.98	\$ 7.36	5.4%

The model proposes these same percentage increases every year through 2030.

The new quarterly water readiness to serve charge is as follows:

Meter Size	Quarterly RTS
3/4"	\$8.40
1"	8.40
1-1/2"	16.80
2"	26.89
3"	53.77
4"	84.02

The new monthly sewer readiness to serve charge is as follows:

Meter Size	Monthly RTS
3/4"	\$ 15.41
1"	15.41
1-1/2"	30.83
2"	49.32
3"	98.64
4"	154.13

The RTS has been calculated with the intention of providing cash flow to provide funding for 18 percent of the system's internal operational expenses. The remaining expenses of the system, including 100 percent of the existing debt service and capital outlay, are funded through the variable rates. The model forecasts the RTS will increase by approximately 3 percent per year.

City of South Lyon, Oakland County, Michigan

Summary of Significant Forecast Assumptions/ Significant Accounting Policies

Summary of Results

- Transitioning from the City's current fee structure, including the \$6 per quarter fixed charge and 7.2 unit minimum charge, to a quarterly readiness to serve charge and variable commodity charge with no minimum usage will impact customers differently in the first year of the model. Even with an overall rate increase, some customers could see a reduction in their bills.
- In the second year of the model, the rate changes will impact every customer the same way.
- Increases to internal operational costs in the model are minimal. The purpose of the rate increases is to fund a combined \$11.2 million of capital outlay over 10 years for new equipment and refurbishments to the water and sewer systems and plants.
- Because sewer has a stronger financial position at the beginning of the model, but water has larger, more immediate capital needs, water operations will temporarily borrow money from sewer in order to prevent the need for external financing. Over the course of the model, water will repay sewer. Sewer's beginning financial position is strong enough to temporarily provide this funding to water. The sewer rate increase is not artificially high to provide this funding to water.

If the assumptions detailed above hold true, both water and sewer operations will achieve the target level of modified working capital after the forecasted 10 years (FY 2021-2030); however, these assumptions should be evaluated every year and the model adjusted accordingly, if necessary.

City of South Lyon, Oakland County, Michigan

Forecasted Cash Outflows, Inflows, and Consumption

Water Rate Calculation											
Fiscal Year Ended	Forecast 2021	Forecast 2022	Forecast 2023	Forecast 2024	Forecast 2025	Forecast 2026	Forecast 2027	Forecast 2028	Forecast 2029	Forecast 2030	
Beginning of Year Working Capital	2,578,789	(1,363,648)	(3,446,000)	(3,236,714)	(2,759,119)	(2,628,615)	(1,879,714)	(1,006,095)	29,743	1,221,446	
Units used by customers	387,000	387,000	387,000	387,000	387,000	387,000	387,000	387,000	387,000	387,000	
Rate Charged	2.68	2.92	3.19	3.48	3.79	4.13	4.51	4.91	5.36	5.84	
Sale of Water Total	1,038,024	1,131,798	1,234,043	1,345,525	1,467,078	1,599,612	1,744,118	1,901,680	2,073,475	2,260,790	
Ready to Serve Charge	138,837	142,381	146,048	149,843	153,772	157,842	162,057	166,426	170,955	175,652	
Miscellaneous Other revenue	57,267	58,224	59,198	60,188	61,196	62,220	63,263	64,323	65,401	66,497	
Total addition to cash	1,234,127	1,332,403	1,439,289	1,555,557	1,682,046	1,819,674	1,969,438	2,132,429	2,309,831	2,502,939	
Internal Operational Costs	771,314	791,005	811,378	832,462	854,291	876,899	900,319	924,591	949,753	975,846	
Capital Improvements	4,235,500	2,452,000	250,000	75,000	525,000	25,000	25,000	-	-	-	
Annual debt service	169,750	171,750	168,625	170,500	172,250	168,875	170,500	172,000	168,375	169,750	
Total use of cash	5,176,564	3,414,755	1,230,003	1,077,962	1,551,541	1,070,774	1,095,819	1,096,591	1,118,128	1,145,596	
Net addition (use) of cash	(3,942,437)	(2,082,352)	209,286	477,594	130,505	748,900	873,619	1,035,838	1,191,703	1,357,343	
End of Year Working Capital	(1,363,648)	(3,446,000)	(3,236,714)	(2,759,119)	(2,628,615)	(1,879,714)	(1,006,095)	29,743	1,221,446	2,578,789	

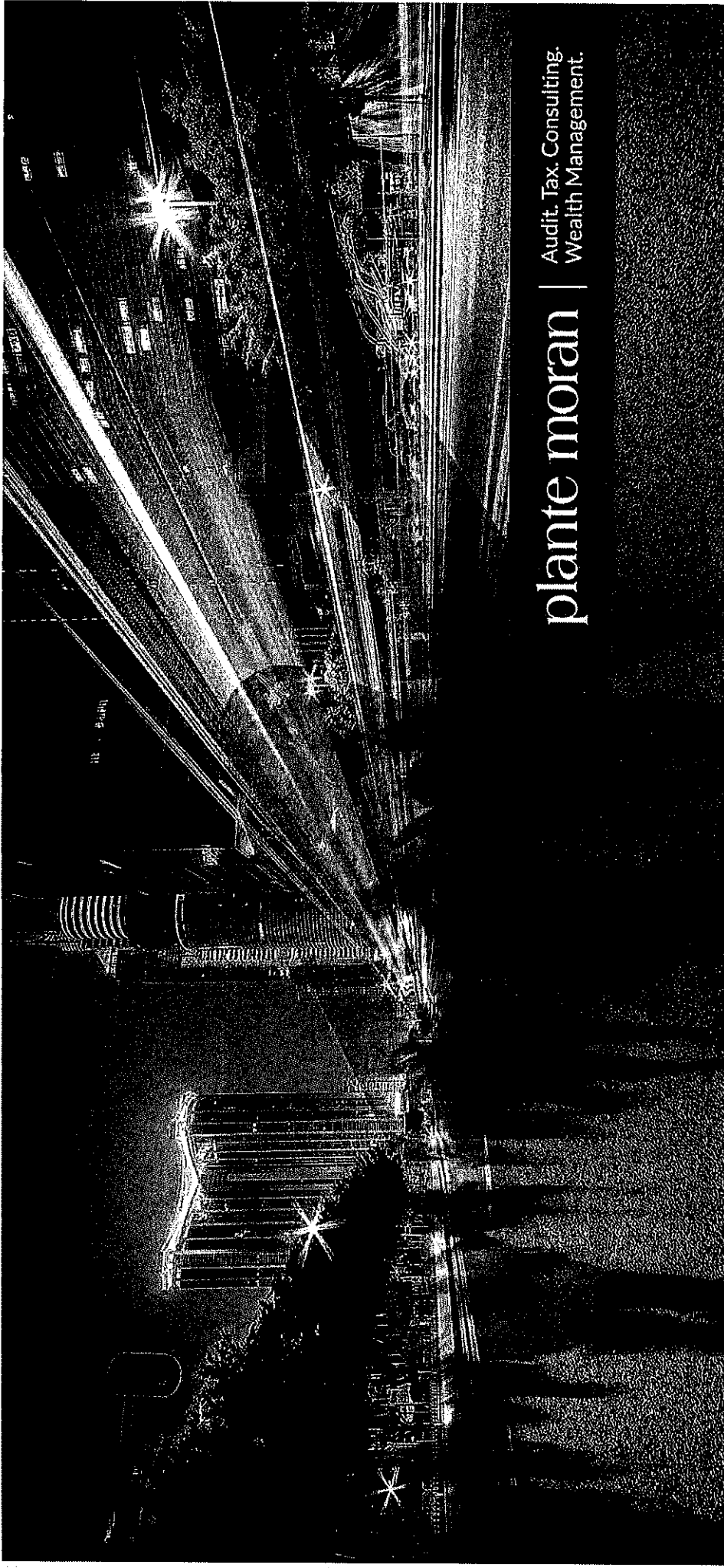
See accompanying summary of significant forecast assumptions/
significant accounting policies and accountant's compilation report. 7

City of South Lyon, Oakland County, Michigan

Forecasted Cash Outflows, Inflows, and Consumption (Continued)

Sewer Rate Calculation										
Fiscal Year Ended	Forecast 2021	Forecast 2022	Forecast 2023	Forecast 2024	Forecast 2025	Forecast 2026	Forecast 2027	Forecast 2028	Forecast 2029	Forecast 2030
Beginning of Year Working Capital	6,214,015	6,167,247	5,864,852	5,438,526	4,827,984	4,743,953	4,867,176	5,123,414	5,438,439	5,801,039
Units used by customers	292,000	292,000	292,000	292,000	292,000	292,000	292,000	292,000	292,000	292,000
Rate Charged	4.68	4.84	5.01	5.19	5.37	5.56	5.75	5.96	6.17	6.38
Sale of Sewer Total	1,366,167	1,414,120	1,463,756	1,515,134	1,568,316	1,623,365	1,680,345	1,739,326	1,800,377	1,863,571
Ready to Serve Charge	254,678	261,162	267,866	274,800	281,973	289,396	297,081	305,039	313,283	321,825
Miscellaneous Other revenue	1,146,595	1,149,090	1,150,382	1,151,060	1,151,130	1,148,004	63,263	64,323	65,401	66,497
Total addition to cash	2,767,440	2,824,372	2,882,004	2,940,995	3,001,419	3,060,766	2,040,689	2,108,688	2,179,061	2,251,893
Internal Operational Costs	1,414,879	1,450,902	1,488,146	1,526,665	1,566,516	1,607,758	1,650,452	1,694,663	1,740,461	1,787,917
Capital improvements	310,000	585,000	729,000	934,000	429,000	244,000	134,000	99,000	76,000	51,000
Annual debt service	1,089,328	1,090,866	1,091,184	1,090,872	1,089,934	1,085,784				
Total use of cash	2,814,207	3,126,768	3,308,330	3,551,537	3,085,450	2,937,542	1,784,452	1,793,663	1,816,461	1,838,917
Net addition (use) of cash	(46,768)	(302,395)	(426,326)	(610,543)	(84,031)	123,224	256,238	315,025	362,600	412,976
End of Year Working Capital	6,167,247	5,864,852	5,438,526	4,827,984	4,743,953	4,867,176	5,123,414	5,438,439	5,801,039	6,214,015

See accompanying summary of significant forecast assumptions/
significant accounting policies and accountant's compilation report. 8



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Wealth Management.

City of South Lyon Utility Rate Model - REVISED

FY2021 to FY2030



Utility Rate Model - Objectives

- Although City has raised utility rates over the years, the City has not reevaluated the fixed meter charge or the minimum usage requirement in a very long time.
- Based on recommendations from the City's engineers, the City is planning significant capital outlay in the near future to both the Water and Sewer systems. The existing cash on hand and rates are not sufficient to pay for all of the necessary system improvements.
- The model will calculate the necessary rate increases over 10 years in order to pay for the capital outlay and maintain existing cash reserves. This will be accomplished without new long-term debt (bonds), thereby saving hundreds of thousands of dollars in interest expense.



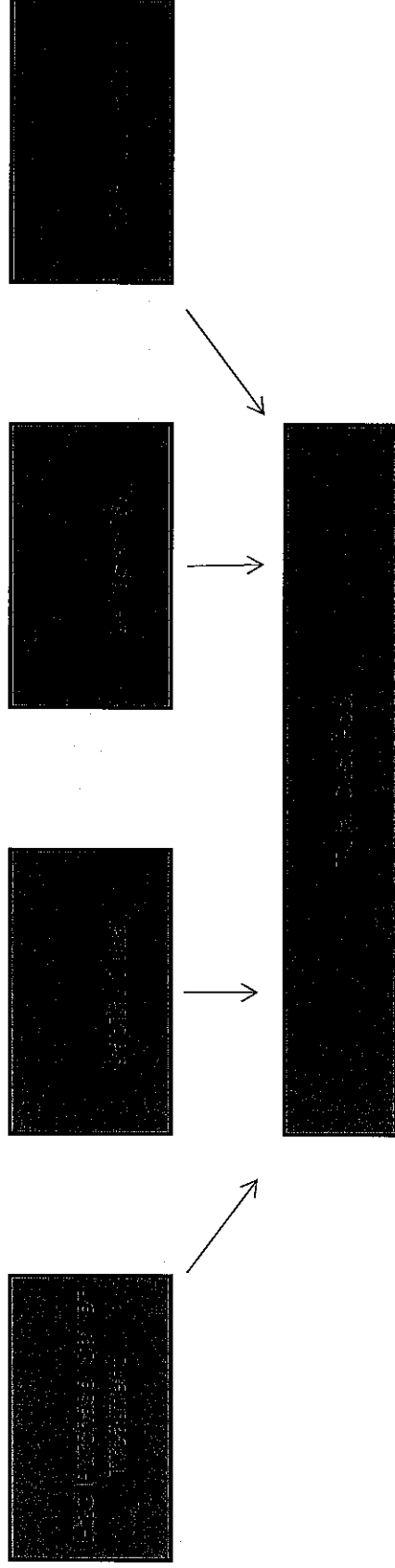
Utility Rate Model

- **“Cash-needs Basis”** – The model sets rates based on anticipated cash needs. Depreciation and accrual accounting is excluded from the model. This method requires the City to maintain lower cash reserves (and lower utility rates) than it would if rates were set to fund depreciation expense.
- **10 years (2021-2030)** – By utilizing a 10 year projection, the City is paying for capital improvements over a long enough period of time that the cost of these improvements will be borne by the customers of the system who will benefit from the improvements in future years (and may not even live in the city yet).
- **Change in fee methodology (philosophy)** – There is no single “right” way to set rates; however, there are inherent risks in setting rates that include minimum usage requirements. The model suggests a change to the overall methodology the City utilizes - A higher fixed fee (called a “Readiness to Serve” charge or RTS) and a variable rate for every unit used.



Rate Model - Step 1

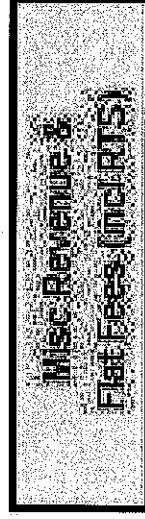
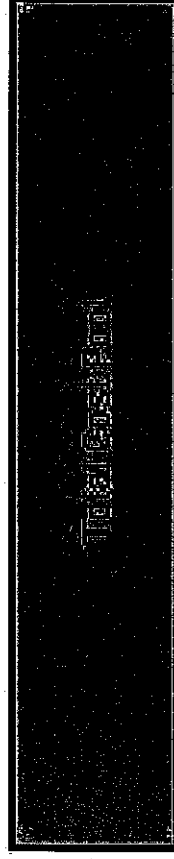
Calculate the Total Cost Pool



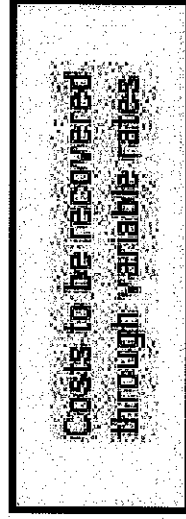


Rate Model – Step 2

Calculate the “Readiness To Serve” charge



Subtract

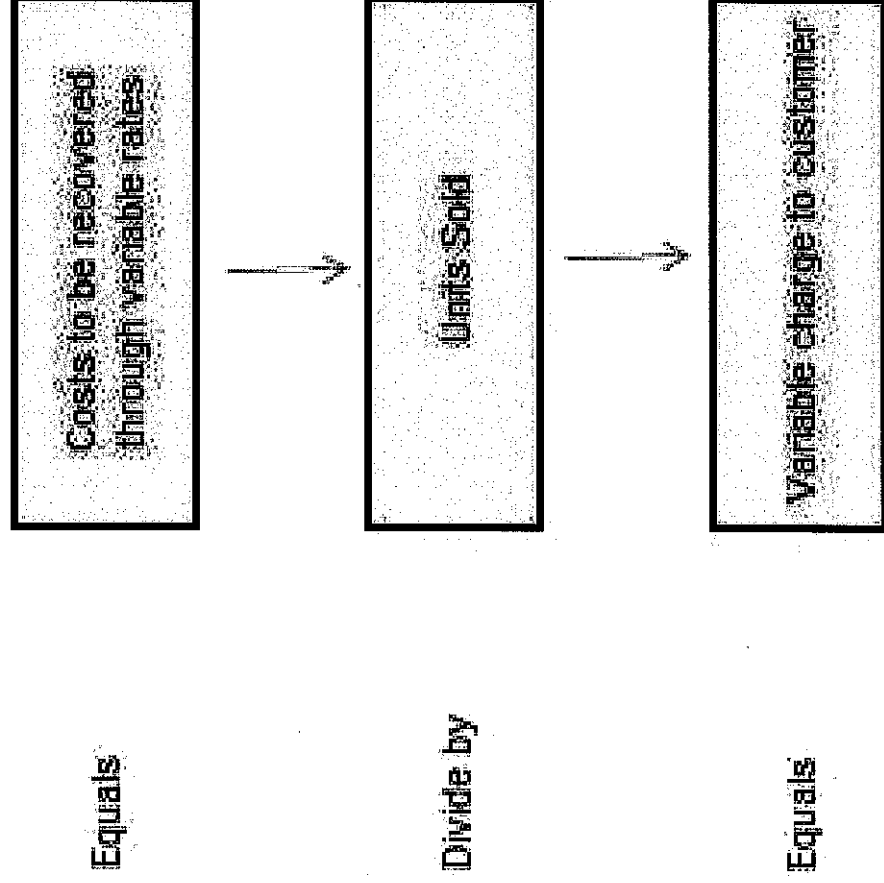


Equals



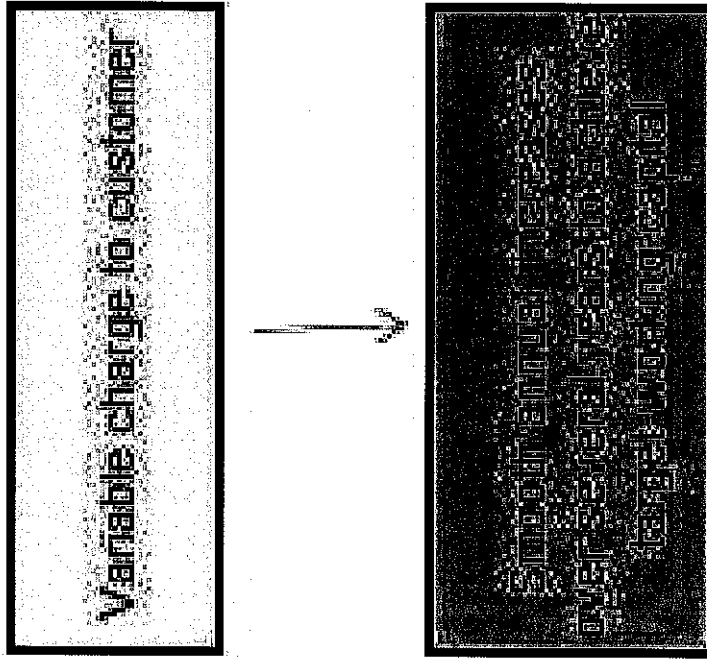
Rate Model – Step 3

Calculate the Variable Rate





Rate Model – Step 4 (Multi-Year Models)





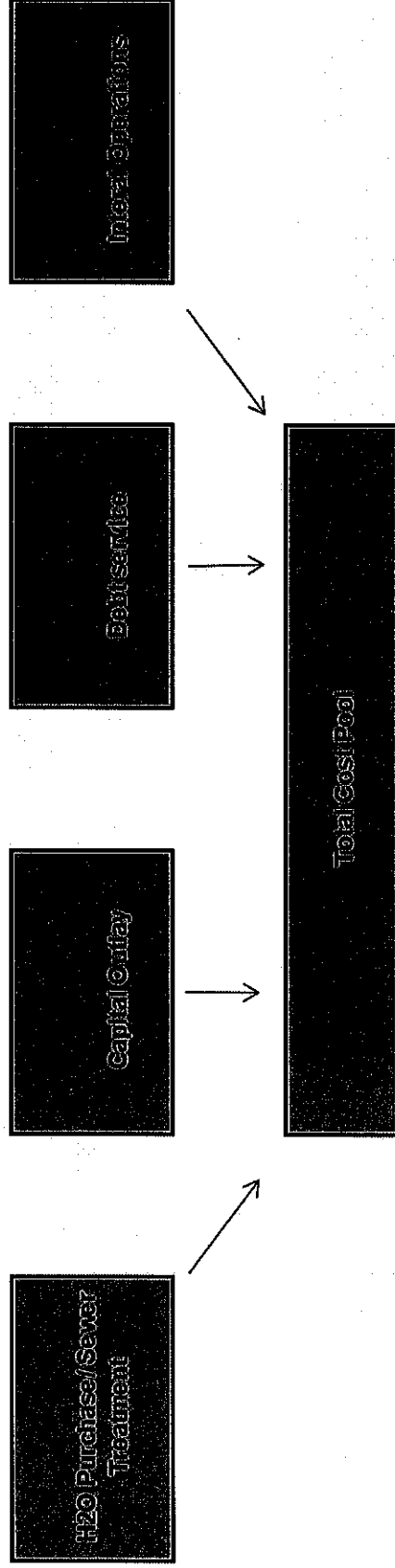
What is “Target Working Capital”?

- Maintain some amount of cash and current assets (net of liabilities) in the bank at the end of the model.
- 4 “buckets” of working capital
 1. Operating reserve – 120 days
 2. One year of debt service payment
 3. Emergency capital replacement
 4. Planned capital replacement
- After everything is said and done after 10 years, the City will maintain its current amount of working capital



Rate Model - Step 1

Calculate the Total Cost Pool





Rate Model – Step 1

Calculate the Total Cost Pool

- Internal Operations – No substantial change to internal operations or costs. Inflationary cost increases.
- Debt service – No new debt issued in next 10 years.
 - 2003 wastewater loan paid off in 2026
 - 2013 water loan paid off in 2034
- The City's existing cash reserves make self-financing possible. After 10 years, City will be in a financial position to self-finance again for the next wave of capital improvements.



Rate Model - Step 1

Calculate the Total Cost Pool

- Planned Capital Outlay is substantial
 - Water - \$7.6M
 - Wastewater - \$3.6M

List of capital projects found on pg 2 and 3 of written deliverable report (currently in DRAFT form).

Capital projects are the primary cause of the calculated rate increases.



Rate Model – Step 2

Calculate the “Readiness To Serve” charge

Total Cost



Misc Revenue &
Flat Fees (incl RTS)

Subtract



Costs to be recovered
through variable rates

Equals



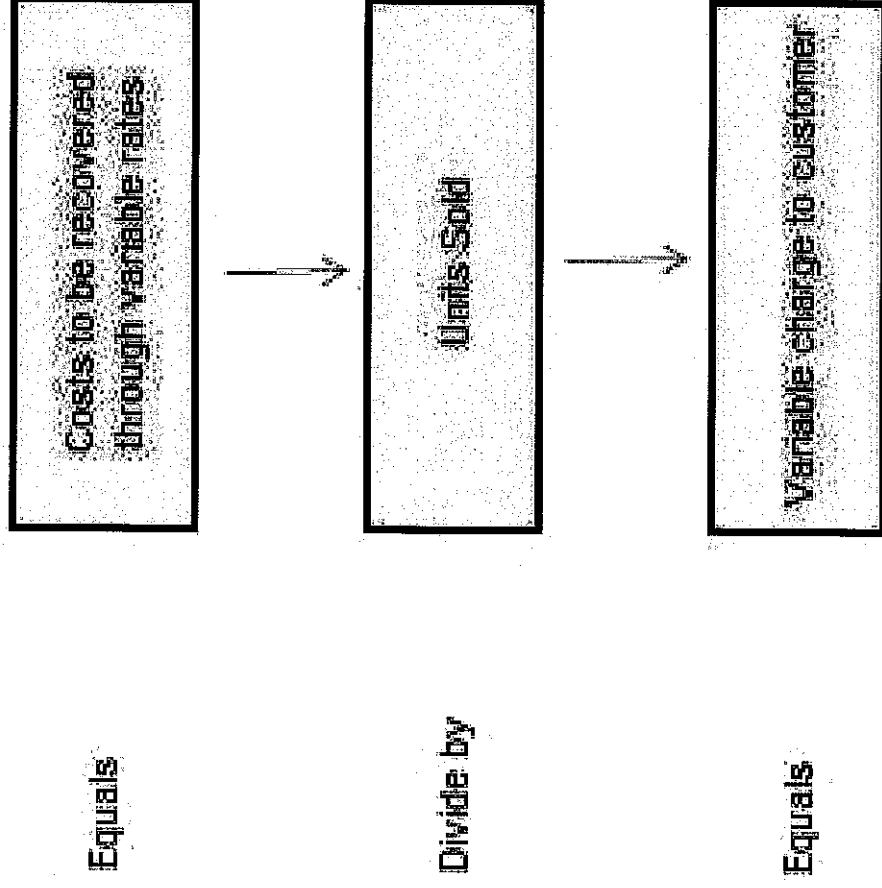
Readiness to Serve Charge

- A “fixed” or “flat” charge to every customer. This pays for some or all of the City’s internal operational costs (costs that the City has to pay for regardless of how much water or treatment it sells).
- This will replace South Lyon’s \$6/quarter meter charge and some of the effect of the minimum usage requirement.
- The model calculates the RTS on a graduated scale driven by the size of the customer’s meter, based on recommendations from the American Water and Wastewater Association. A bigger meter pays a higher RTS.
- The City has to decide how much of its internal operational costs will be recouped through the RTS (0-100%).
- We have completed the model under 2 scenarios: RTS will cover either 10% or 25% of internal operational costs.



Rate Model – Step 3

Calculate the Variable Rate





Rate Model – Step 3

Calculate the Variable Rate

- Estimate the volume of water to be sold, sewer to be sold

Year Ended	Units Sold
June 30	
2015	344,218
2016	374,278
2017	385,037
2018	389,307
2019	384,431

Year Ended	Units Sold
June 30	
2015	292,298
2016	292,709
2017	286,113
2018	290,117
2019	294,520

- Model assumes City will keep its summer sewer billing methodology
- Model assumes future sales will be consistent with 2 year average (FY18 and FY19). Impact of additional future customers is negligible.





Working Capital

- Beginning of Model:
 - Water - \$2.6M
 - Sewer - \$6.2M
- Water's planned capital outlay is substantially higher than Sewer's, but Sewer has more working capital to start with.
- Although Water and Sewer are separate activities and the model treats them independently, the City maintains both activities in the same Fund (this is OK).
- Water will "borrow" from Sewer to pay for capital, but will repay it over the 10 years of the model.
- At the end of 10 years, Water has fully repaid Sewer and both have maintained their original \$2.6M and \$6.2M of working capital.



Water Working Capital

Water Rate Calculation										
Fiscal Year Ended	Forecast 2021	Forecast 2022	Forecast 2023	Forecast 2024	Forecast 2025	Forecast 2026	Forecast 2027	Forecast 2028	Forecast 2029	Forecast 2030
Beginning of Year Working Capital	2,578,789	(1,316,230)	(3,357,502)	(3,114,718)	(2,612,616)	(2,468,183)	(1,717,731)	(856,958)	149,359	1,292,307
Units used by customers	387,000	387,000	387,000	387,000	387,000	387,000	387,000	387,000	387,000	387,000
Rate Charged	2.67	2.89	3.13	3.39	3.67	3.98	4.31	4.67	5.06	5.48
Sale of Water Total	1,031,450	1,117,507	1,210,744	1,311,761	1,421,205	1,539,781	1,668,250	1,807,437	1,958,237	2,121,619
Ready to Serve Charge	192,829	197,751	202,844	208,116	213,573	219,225	225,080	231,148	237,438	243,962
Miscellaneous Other revenue	57,267	58,224	59,198	60,188	61,196	62,220	63,263	64,323	65,401	66,497
Total addition to cash	1,281,545	1,373,483	1,472,787	1,580,065	1,695,974	1,821,226	1,956,592	2,102,907	2,261,076	2,432,078
Internal Operational Costs	771,314	791,005	811,378	832,462	854,291	876,899	900,319	924,591	949,753	975,846
Capital improvements	4,235,500	2,452,000	250,000	75,000	525,000	25,000	25,000	-	-	-
Annual debt service	169,750	171,750	168,625	170,500	172,250	168,875	170,500	172,000	168,375	169,750
Total use of cash	5,176,564	3,414,755	1,230,003	1,077,962	1,551,541	1,070,774	1,095,819	1,096,591	1,118,128	1,145,596
Net addition (use) of cash	(3,895,019)	(2,041,272)	242,784	502,102	144,432	750,452	860,773	1,006,317	1,142,948	1,286,482
End of Year Working Capital	(1,316,230)	(3,357,502)	(3,114,718)	(2,612,616)	(2,468,183)	(1,717,731)	(856,958)	149,359	1,292,307	2,578,789



Sewer Working Capital

Sewer Rate Calculation												
Fiscal Year Ended	Forecast 2021	Forecast 2022	Forecast 2023	Forecast 2024	Forecast 2025	Forecast 2026	Forecast 2027	Forecast 2028	Forecast 2029	Forecast 2030		
Beginning of Year Working Capital	6,214,015	6,249,220	6,013,272	5,636,934	5,058,945	4,989,014	5,106,824	5,337,028	5,604,244	5,896,058		
Units used by customers	292,000	292,000	292,000	292,000	292,000	292,000	292,000	292,000	292,000	292,000		
Rate Charged	4.62	4.72	4.83	4.93	5.04	5.16	5.27	5.39	5.51	5.63		
Sale of Sewer Total	1,349,098	1,379,004	1,409,574	1,440,821	1,472,761	1,505,408	1,538,780	1,572,891	1,607,759	1,643,399		
Ready to Serve Charge	353,720	362,725	372,036	381,666	391,629	401,939	412,613	423,666	435,115	446,979		
Miscellaneous Other revenue	1,146,595	1,149,090	1,150,382	1,151,060	1,151,130	1,148,004	63,263	64,323	65,401	66,497		
Total addition to cash	2,849,412	2,890,820	2,931,992	2,973,548	3,015,519	3,055,352	2,014,655	2,060,879	2,108,274	2,156,875		
Internal Operational Costs	1,414,879	1,450,902	1,488,146	1,526,665	1,566,516	1,607,758	1,650,452	1,694,663	1,740,461	1,787,917		
Capital improvements	310,000	585,000	729,000	934,000	429,000	244,000	134,000	99,000	76,000	51,000		
Annual debt service	1,089,328	1,090,866	1,091,184	1,090,872	1,089,934	1,085,784	-	-	-	-		
Total use of cash	2,814,207	3,126,768	3,308,330	3,551,537	3,085,450	2,937,542	1,784,452	1,793,663	1,816,461	1,838,917		
Net addition (use) of cash	35,205	(235,948)	(376,338)	(577,990)	(69,931)	117,811	230,204	267,216	291,813	317,958		
End of Year Working Capital	6,249,220	6,013,272	5,636,934	5,058,945	4,989,014	5,106,824	5,337,028	5,604,244	5,896,058	6,214,015		



Combined Water/Sewer Working Capital

	Estimated 2020	Forecast 2021	Forecast 2022	Forecast 2023	Forecast 2024	Forecast 2025	Forecast 2026	Forecast 2027	Forecast 2028	Forecast 2029	Forecast 2030
Water - End of Year Working Capital	2,578,789	(1,316,230)	(3,357,502)	(3,114,718)	(2,612,516)	(2,468,183)	(1,717,731)	(856,958)	149,359	1,292,307	2,578,789
Sewer - End of Year Working Capital	6,214,015	6,249,220	6,013,272	5,636,934	5,058,945	4,989,014	5,106,824	5,337,028	5,604,244	5,896,058	6,214,015
Total Working Capital	8,792,804	4,932,990	2,655,770	2,522,216	2,446,329	2,520,831	3,389,094	4,480,070	5,753,603	7,188,365	8,792,804

The model begins and ends with \$8.8M of working capital. During the course of the decade, the Water operations borrow from Sewer to pay for the initial capital outlay and then pays Sewer back in full.

This internal financing prevents the City from issuing bonds and paying hundreds of thousands in interest expense to external lenders.



Rate Changes

- Year 1 changes are more severe because of the implementation of the RTS and elimination of minimum usage. Some customers could see a rate **DECREASE** while others see a rate **INCREASE**.
- Year 2 and forward, rates change the same for everyone. Everyone sees a rate increase.



Rate Changes - Revised

			Option 1 10% of Internal Operational Expenses to be recouped through RTS Charge	Option 2 25% of Internal Operational Expenses to be recouped through RTS Charge	Option 3 18% of Internal Operational Expenses to be recouped through RTS Charge
Water		Current Minimum Bill (3/4" line)			
Usage Charge	\$2.46/unit	\$17.71	\$2.70/unit 10%	\$2.67/unit 9%	\$2.68/unit 9%
Sewer					
Usage Charge	\$4.52/unit	\$32.54	\$4.74/unit 5%	\$4.62/unit 2%	\$4.68/unit 3.5%
Water - Ready to Serve	\$6.00/quarter	\$6.00			
3/4"			\$4.67/quarter	\$11.67/quarter	\$8.40/quarter
1"			\$4.67/quarter	\$11.67/quarter	\$8.40/quarter
1.5"			\$9.34/quarter	\$23.34/quarter	\$16.80/quarter
2"			\$14.94/quarter	\$37.34/quarter	\$26.89/quarter
3"			\$29.87/quarter	\$74.69/quarter	\$53.77/quarter
4"			\$46.68/quarter	\$116.70/quarter	\$84.02/quarter
Sewer - Ready to Serve					
3/4"			\$8.56/quarter	\$21.41/quarter	\$15.41/quarter
1"			\$8.56/quarter	\$21.41/quarter	\$15.41/quarter
1.5"			\$17.13/quarter	\$42.81/quarter	\$30.83/quarter
2"			\$27.40/quarter	\$68.50/quarter	\$49.32/quarter
3"			\$54.80/quarter	\$137.00/quarter	\$98.64/quarter
4"			\$85.63/quarter	\$214.06/quarter	\$154.13/quarter



Example Customer #1-Revised

Residential, low volume

	RTS/Meter	Water	Sewer	Total	% Increase(Decrease)	
					Current/Future Years	
Current	\$ 6.00	\$ 17.71	\$ 32.54	\$ 56.25		
Option 1	\$ 13.23	\$ 11.95	\$ 20.97	\$ 46.15		(18%)/+6%
Option 2	\$ 33.08	\$ 11.81	\$ 20.44	\$ 65.33		+16%/+4%
Option 3	\$ 23.81	\$ 11.86	\$ 20.71	\$ 56.38		0%/5%

Under all 3 Options, the customer pays more in RTS than it did in meter charge, but the variable charge for both Water and Sewer is now lower because of the elimination of minimum usage requirement.

In Option 1, this customer pays less than they did under the City's existing rate structure. This is our only example of a customer paying less with the new rate structure.

In Option 3, the customer pays 13 cents more per year than under existing rates.



Example Customer #2-Revised

Residential, high volume

	RTS/Meter	Water	Sewer	Total	% Increase Current/Future Years
Current	\$ 6.00	\$ 56.75	\$ 109.25	\$ 172.00	
Option 1	\$ 13.23	\$ 69.39	\$ 121.82	\$ 204.44	+19%/+6%
Option 2	\$ 33.08	\$ 68.62	\$ 118.73	\$ 220.43	+28%/+4%
Option 3	\$ 23.81	\$ 68.88	\$ 120.28	\$ 212.97	+24%/6%



Example Customer #3 - Revised

Commercial (2 inch), high volume

	RTS/Meter	Water	Sewer	Total	% Increase Current/Future Years
Current	\$ 6.00	\$2,853.42	\$5,242.86	\$8,102.28	
Option 1	\$ 42.34	\$3,131.80	\$5,498.04	\$8,672.18	+7%/+7%
Option 2	\$ 105.84	\$3,097.00	\$5,358.85	\$8,561.69	+6%/+5%
Option 3	\$ 76.21	\$3,108.60	\$5,428.45	\$8,613.26	+6%/+6%



Example Customer #4 - Revised

Commercial (2 inch), low volume

	RTS/Meter	Water	Sewer	Total	% Increase Current/Future Years
Current	\$ 6.00	\$ 517.28	\$ 950.44	\$1,473.72	
Option 1	\$ 42.34	\$ 567.74	\$ 996.70	\$1,606.78	+9%/+7%
Option 2	\$ 105.84	\$ 561.43	\$ 971.47	\$1,638.74	+11%/+4%
Option 3	\$ 76.21	\$ 563.54	\$ 984.09	\$1,623.84	+10%/+6%



Next Steps - Revised

1. Model needs to be finalized –
 1. City makes decision on RTS (10%, 25%, or 18%)
 2. PM finalizes model and written report
 3. PM Standards Department performs quality control review
 4. PM publishes written report; delivers written report and model to City
2. City Council approves rate increase and implementation date
3. City updates BS&A software for rate changes



Thank you for the opportunity to serve the City of South Lyon

For more information, please contact:

Brian Camiller, CPA

248.223.3840

Brian.Camiller@plantemoran.com

plante moran

Audit. Tax. Consulting.
Wealth Management.

AGENDA NOTE

New Business: Item # /

MEETING DATE: November 9, 2020

PERSON PLACING ITEM ON AGENDA: Douglas Varney, Director, Utilities and DPW

AGENDA TOPIC: Purchase to upgrade the electronic and controls for well house #6 and well house #7 at McHattie Park to improve communication and control the pumps at the wells from SCADA equipment.

EXPLANATION OF TOPIC: The pump for well #6 is currently controlled in a lead/lag configuration with the newly drilled well #7. The current configuration needs to be modified and was delayed by UIS until the dedicated line for #7 was complete. To run the new pump in the newly installed water line as part of our normal rotation of pumps we need to update both as the controls and power from #7 are ran from well #6. This is a scheduled purchase from this year budget. This expenditure can be purchased from Capital Improvements account **592.556.970** for \$12,475.00.

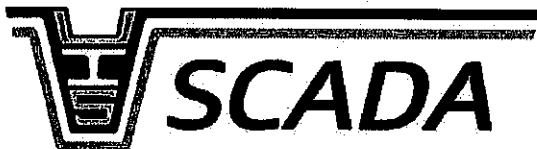
MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- 1.1 Quote by Utilities Instrumentation Service
- 1.2 Images of items to be repaired and replaced

POSSIBLE COURSES OF ACTION: Approve/deny the purchase for upgrade to both wells at McHattie Park to control and operate both pumps and gain the ability to operate the newly installed Well #7 in rotation with the other wells located at the Water Treatment Plant.

SUGGESTED MOTION:

- (1) Motion by _____ supported by _____ to waive Sec 2-224 of the City of South Lyon Code of Ordinances, "Approval for purchases or contracts over \$2,000.00; competitive bidding for purchases or bidding over \$5,000.00" because "no advantage to the city will result" from competitive bidding.
- (2) Motion by _____, supported by _____ to approve the electrical and controls upgrade to well #6 and well #7 for the amount of \$12,475.00 under line item **592-556-970**.



Date October 22, 2020	Customer South Lyon	To Ron Beason
Description Modify SCADA Controls for Wells 6 & 7		City of South Lyon
Quote # 201806		23500 Dixboro
Estimator Ken Wesley	Email ken.wesley@uiscorp.com	South Lyon, MI 48178
Scope of Work		Cost

At Well 6, provide necessary labor and materials to control the Well from the existing Motorola ACE3600.

At Well 6, remove the existing control panel once the controls are incorporated into the Motorola ACE3600.

At Well 7, interface the pressure signal from Well 6 to the Motorola ACE3600 utilizing the existing conduit and spare wire.

At Well 7, interface a door switch for security and interface the flow meter signal to the existing Motorola ACE3600.

At Well 7 and the WTP, furnish and install one (1) cellular modem with antenna to provide communications for Well 7 to feed water to the S Lyon water system.

Provide the first year of the cellular fees for the two (2) cellular modems; currently \$600.00 per year.

Provide necessary programming to operate Well 6 to feed the Tube Mill based on pressure.

Provide necessary programming to operate Well 7 to feed the S Lyon water system in alternation with the other Wells.

Provide startup services.

Total \$12,475.00

UIS SCADA Approved by

Date October 22, 2020

Exclusions and Clarifications

Our quote is based on straight time during normal hours of 7:00 A.M. - 3:30 P.M., Monday through Friday.

Our price is valid for thirty (30) days, after which time UIS SCADA reserves the right to review and modify any and all portions of its proposal.

This proposal contains pricing and other information confidential and proprietary to UIS SCADA, and disclosure of the contents of this letter and any attachments to persons or organizations outside of this agreement is not authorized without specific written permission from UIS SCADA.

UIS GROUP OF COMPANIES - TERMS AND CONDITIONS

1. Offer. These Terms and Conditions ("Terms") apply to all products and services, including without limitation, computer software program(s) and software as a service ("SaaS Services") provided to Purchaser under an Order Confirmation with Utilities Instrumentation Services, Inc., Utilities Instrumentation Services - Ohio, LLC, UIS SCADA, Inc., and/or UIS Renewable Power, Inc., as applicable ("Seller"). These Terms are incorporated into each Order Confirmation issued by Seller to a purchaser of such products or services ("Purchaser"). A confirmation or acknowledgment of an order ("Order Confirmation") will be issued to Purchaser after the Purchaser has submitted an order to Seller. The Order Confirmation constitutes Seller's offer to the Purchaser identified in the Order Confirmation to sell the products and/or provide the services identified in the Order Confirmation ("Products" and "Services", respectively) and otherwise to enter into the agreement that the Order Confirmation and these Terms describe (the "Agreement"), and the Order Confirmation and these Terms shall be the complete and exclusive statement of such Agreement.

2. Acceptance. A contract is formed when Purchaser accepts the Order Confirmation by written acknowledgment, by accepting the Products and/or Services, or either issued acceptance documents for the Products and/or Services. Acceptance is expressly limited to the Agreement, and shall not include any terms and conditions contained in Purchaser's purchase order or similar document. Notwithstanding any contrary provision in Purchaser's purchase order or other acceptance document or similar document, delivery of Products, performance of Services or commencement of Services by Seller shall not constitute acceptance of Purchaser's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the terms and conditions contained in the Agreement.

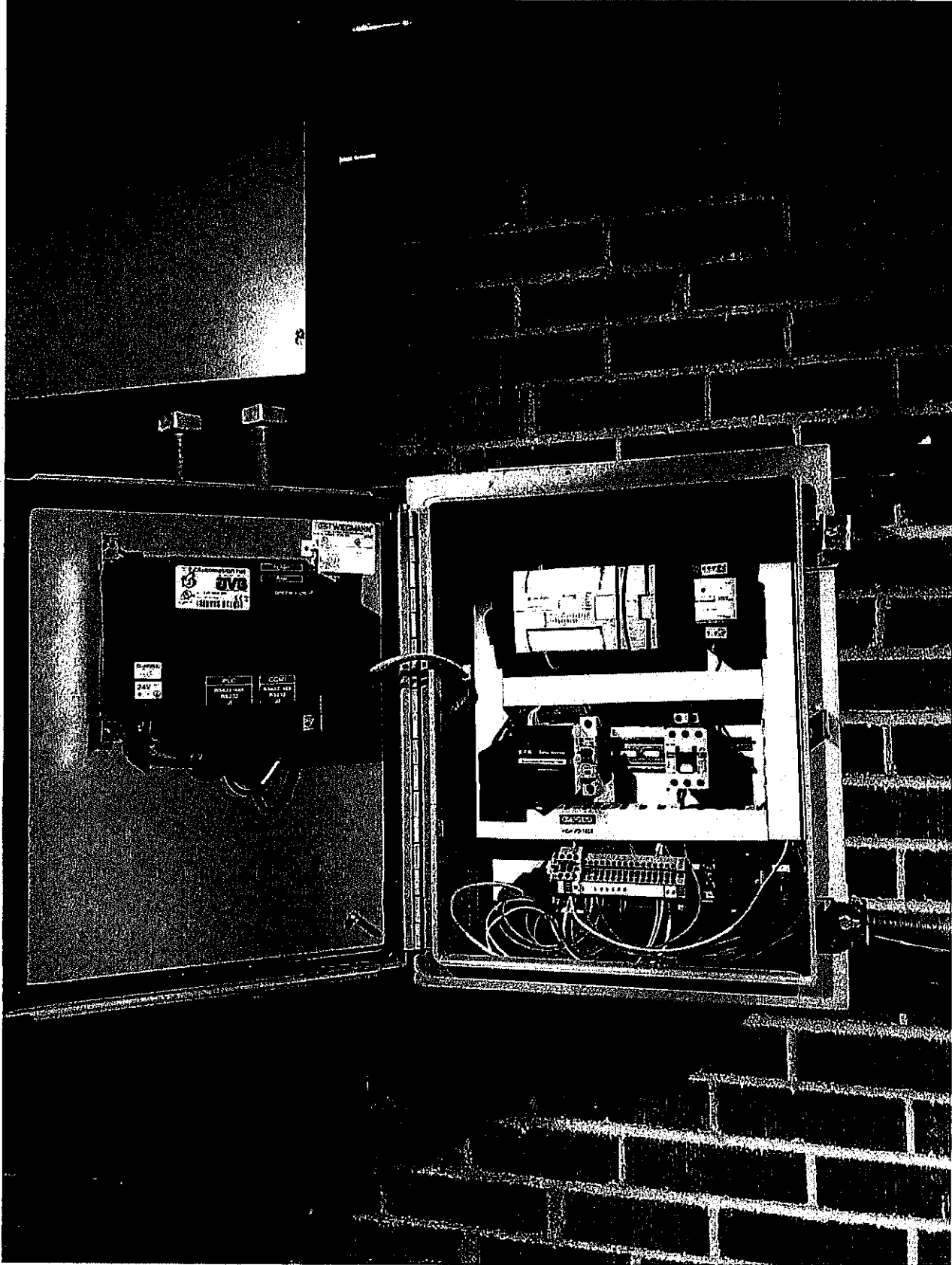
3. Prices. Prices for Products and/or Services shall be set forth in the Order Confirmation. Unless otherwise expressly stated in the Order Confirmation: (a) prices for Products specified in the Order Confirmation do not include storage, handling, packaging or transportation charges; and (b) prices do not include any applicable taxes.

4. Payment Terms. Unless otherwise expressly stated in the Order Confirmation, all accounts are payable in U.S. currency thirty (30) days from the date of Seller's invoice. Credit and delivery of Products shall be subject to Seller's approval. The Purchaser shall pay Seller for Services performed in accordance with the rates and charges set forth in the Order Confirmation. If the Purchaser disputes any portion of an invoice, the Purchaser shall notify Seller, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of the dispute, and pay when due any portion of the invoice not in dispute. Failure to provide such notification shall constitute acceptance of the invoice as submitted. If Purchaser fails to pay undisputed invoiced amounts within the thirty (30) calendar days of the invoice date, Seller may at any time, without waiving any other claim against the Purchaser (including lien rights) and without thereby incurring any liability to the Purchaser, suspend or terminate the Order Confirmation. Purchaser is prohibited from and shall not set off against or recoup from any invoiced amounts due or to become due from Purchaser or its affiliates any amounts due or to become due to Seller or its affiliates, whether arising under the Order Confirmation, any related purchase order or any other agreement.

UIS Group of Companies
2290 Bishop Circle East
Dexter, MI 48130
(734) 424-1200

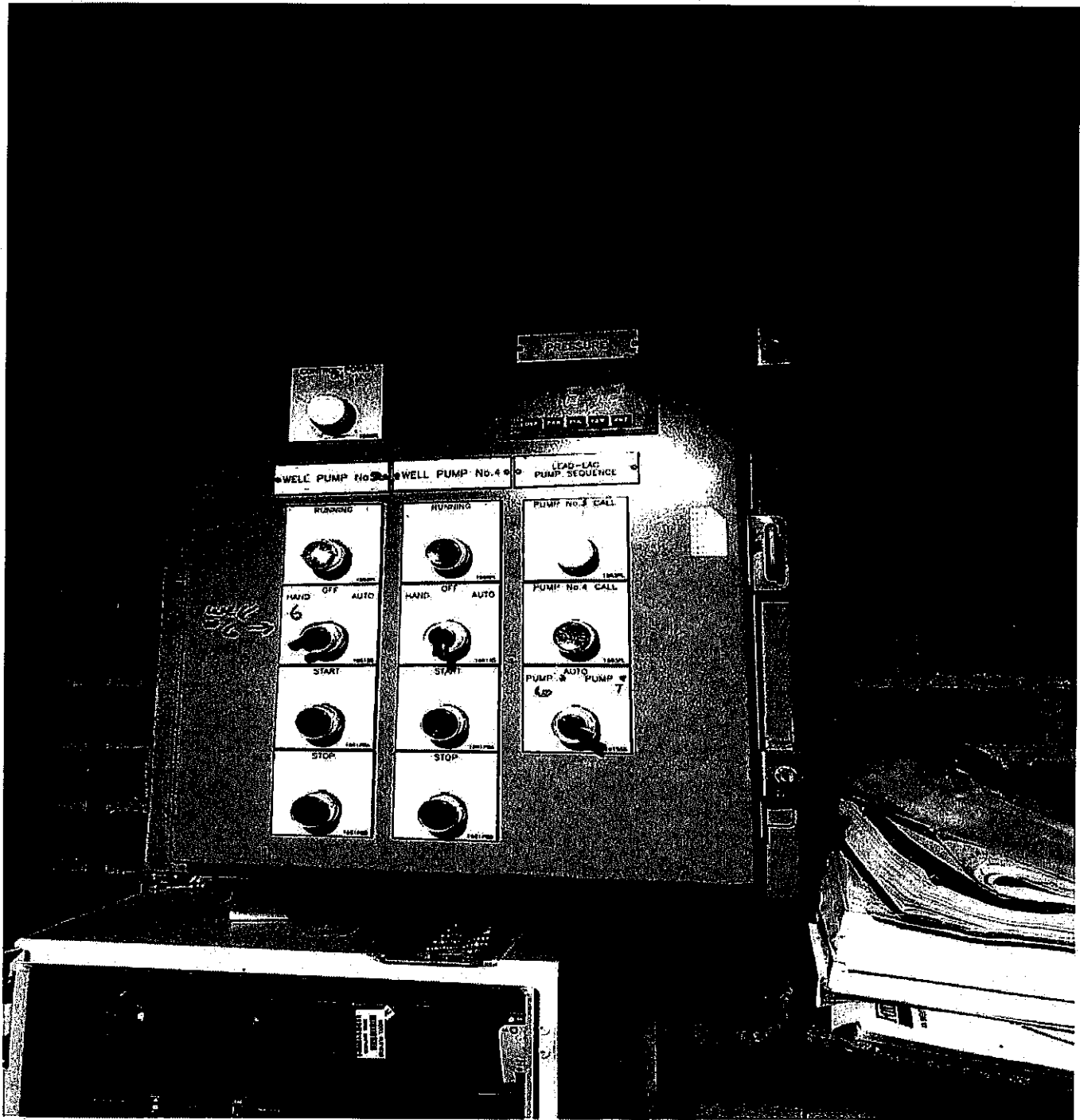
Utilities Instrumentation Service
UIS SCADA
UIS Renewable Power

Obsolete panel. Will be incorporated into more updated Motorola. Will be removed and discarded.

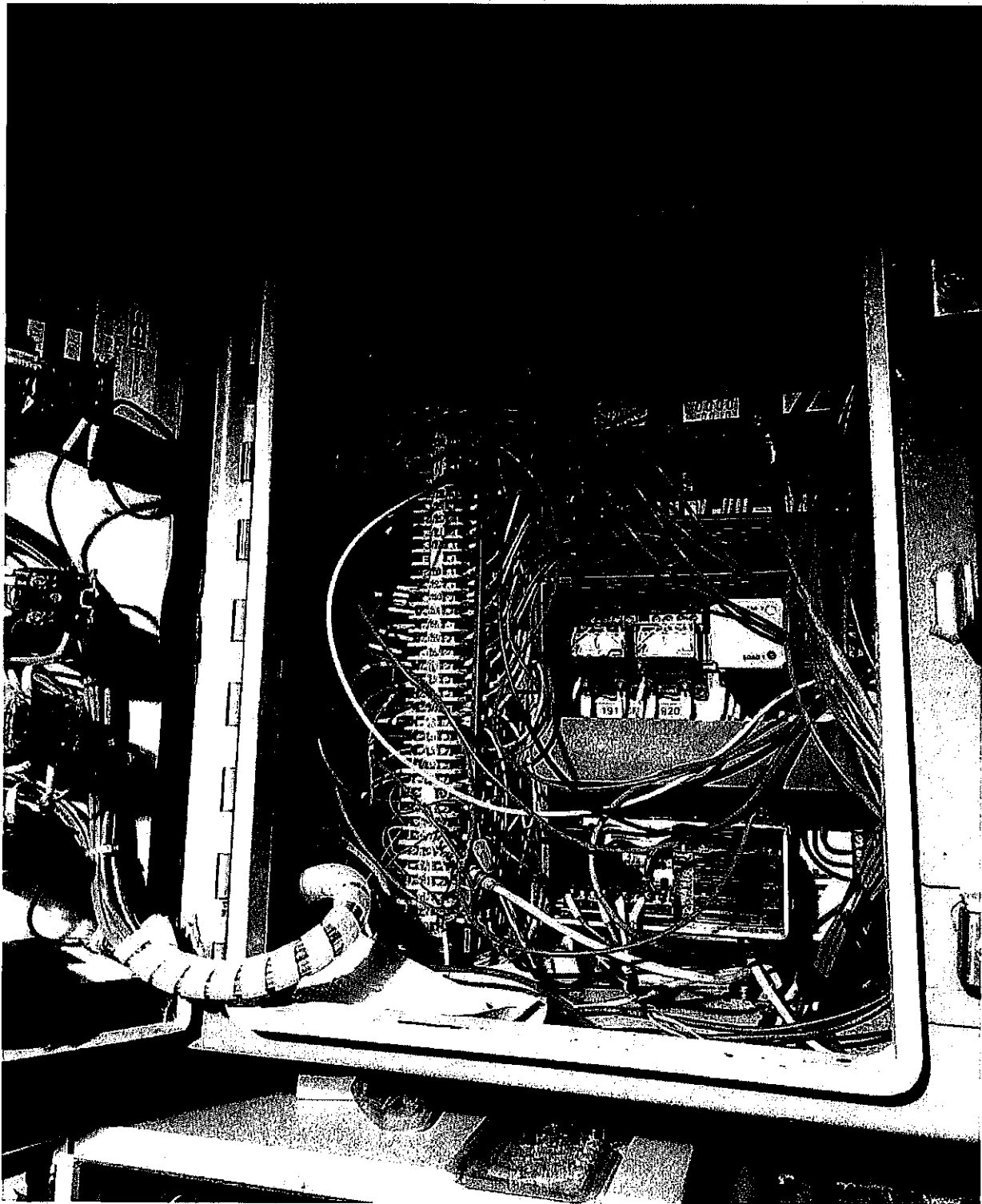




This panel will be the newly incorporated control panel for Well #6 and Well #7 will have the same hardware component.



This panel will be completely redone on the face and be updated to suit our needs.



All wires will be traced and labeled properly to update and run both pumps for the two wells through SCADA installed by UIS at the Water Treatment Plant.

ID	WBS	Task Name	Work Days	Start	Finish
1	1	South Lyon WTP- 2020 Work	498 days	Mon 6/29/20	Fri 6/3/22
2	1.1	Pre Construction	65 days	Mon 6/29/20	Mon 9/28/20
3	1.1.1	Pre Con	1 day	Wed 7/1/20	Wed 7/1/20
4	1.1.2	Contract	10 days	Mon 6/29/20	Fri 7/10/20
5	1.1.3	NTP	1 day	Tue 7/14/20	Tue 7/14/20
6	1.1.4	Submittals	60 days	Mon 7/6/20	Mon 9/28/20
7	1.2	Construction- 2020	206 days	Mon 8/3/20	Wed 5/26/21
8	1.2.1	Soil Erosion	8 days	Mon 8/3/20	Wed 8/12/20
9	1.2.1.1	Soil Erosion/ Laydown Area	1 day	Mon 8/3/20	Mon 8/3/20
10	1.2.1.2	Demo/ Removals	7 days	Tue 8/4/20	Wed 8/12/20
11	1.2.2	New Well 7 Water Line	22 days	Thu 8/20/20	Mon 9/21/20
12	1.2.2.1	12" Directional Drill	10 days	Thu 8/20/20	Wed 9/2/20
13	1.2.2.2	North Connection	16 days	Thu 8/27/20	Fri 9/18/20
14	1.2.2.3	South Connection	17 days	Thu 8/27/20	Mon 9/21/20
15	1.2.3	Construction of Tank 2	195 days	Tue 8/18/20	Wed 5/26/21
16	1.2.3.1	Tank 2 TERS	9 days	Tue 8/18/20	Fri 8/28/20
17	1.2.3.1.1	Vibration Monitoring	9 days	Tue 8/18/20	Fri 8/28/20
18	1.2.3.1.2	Sheeting	5 days	Thu 8/20/20	Wed 8/26/20
19	1.2.3.2	Excavation/ Undercut	13 days	Thu 8/27/20	Tue 9/15/20
20	1.2.3.2.1	Tank area Excavation Undercut	10 days	Thu 8/27/20	Thu 9/10/20
21	1.2.3.2.2	Sand Backfill/ Compact	10 days	Tue 9/1/20	Tue 9/15/20
22	1.2.3.3	Base Prep	15 days	Tue 9/1/20	Tue 9/22/20
23	1.2.3.3.1	Staging area base	3 days	Tue 9/1/20	Thu 9/3/20
24	1.2.3.3.2	Tank Base/ Underdrain	5 days	Wed 9/16/20	Tue 9/22/20
25	1.2.3.4	Tank Construction	90 days	Tue 9/1/20	Wed 1/13/21
26	1.2.3.4.1	Sump Construction	10 days	Tue 9/1/20	Tue 9/15/20
27	1.2.3.4.2	Mobilization/ Set Up	5 days	Tue 9/1/20	Tue 9/8/20
28	1.2.3.4.3	24" DIP to outside tank Area	10 days	Wed 9/9/20	Tue 9/22/20
29	1.2.3.4.4	Tank Construction	50 days	Wed 9/23/20	Thu 12/3/20
30	1.2.3.4.5	16" Overflow Line and MH	20 days	Fri 12/4/20	Wed 1/6/21
31	1.2.3.4.6	Backfill Tank	20 days	Fri 12/4/20	Wed 1/6/21
32	1.2.3.4.7	Remove Sheeting	5 days	Thu 1/7/21	Wed 1/13/21
33	1.2.3.5	8' x 15' Water Vault	95 days	Thu 1/14/21	Wed 5/26/21
34	1.2.3.5.1	Sheeting	10 days	Thu 1/14/21	Wed 1/27/21
35	1.2.3.5.2	Excavation	10 days	Thu 1/28/21	Wed 2/10/21
36	1.2.3.5.3	Vault Construction	50 days	Thu 2/11/21	Wed 4/21/21
37	1.2.3.5.4	16" Connection	10 days	Thu 4/22/21	Wed 5/5/21
38	1.2.3.5.5	24" Connection	10 days	Thu 5/6/21	Wed 5/19/21
39	1.2.3.5.6	Backfill Structure	5 days	Thu 5/20/21	Wed 5/26/21

Project: South Lyon WTP Schedule REV September 2020
 Date Provided: 11/4/2020
 Prepared By: LD Agostini & Sons Inc. Updated By: Hubbell, Roth, & Clark, Inc.

Summary

Page 1

ID	WBS	Task Name	Work Days	Start	Finish	Quarter	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
40	1.3	Construction 2021	300 days	Mon 4/5/21	Fri 5/27/22																
41	1.3.1	Transfer from Tank 1 to Tank 2	10 days	Mon 9/6/21	Fri 9/17/21																
42	1.3.2	Horizontal Pressure Filter Maintenance	300 days	Mon 4/5/21	Fri 5/27/22																
43	1.3.2.1	1st Two Tanks	45 days	Mon 4/5/21	Fri 6/4/21																
44	1.3.2.2	2nd Two Tanks	45 days	Mon 9/6/21	Fri 11/5/21																
45	1.3.2.3	Last Two Tanks	45 days	Mon 3/28/22	Fri 5/27/22																
46	1.4	Restoration of Tank 1	100 days	Mon 9/20/21	Fri 2/4/22																
47	1.5	Site Restoration	45 days	Mon 9/20/21	Fri 11/19/21																
48	1.6	Final Completion	1 day	Fri 6/3/22	Fri 6/3/22																

Project: South Lyon WTP Schedule REV September 2020		Summary	
Date Provided: 11/4/2020		Task	
Prepared By: L.D'Agostini & Sons Inc.		Milestone	
Updated By: Hubbell, Roth, & Clark, Inc.		Page 2	



GASB 75 ACTUARIAL VALUATION

Fiscal Year Ending June 30, 2020

CITY OF SOUTH LYON

CONTACT

Emily Clauss, ASA, MAAA
emily.clauss@nyhart.com

ADDRESS

Nyhart

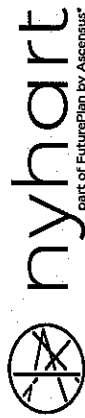
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October 27, 2020

Paul Zelenak
City of South Lyon
335 S. Warren
South Lyon, MI 48178

This report summarizes the GASB actuarial valuation for the City of South Lyon 2019/20 fiscal year. To the best of our knowledge, the report presents a fair position of the funded status of the plan in accordance with GASB Statement No. 75 (Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions).

The information presented herein is based on the actuarial assumptions and substantive plan provisions summarized in this report and participant information furnished to us by the Plan Sponsor. We have reviewed the employee census provided by the Plan Sponsor for reasonableness when compared to the prior information provided but have not audited the information at the source, and therefore do not accept responsibility for the accuracy or the completeness of the data on which the information is based. When relevant data may be missing, we may have made assumptions we feel are neutral or conservative to the purpose of the measurement. We are not aware of any significant issues with and have relied on the data provided.

The discount rate, other economic assumptions, and demographic assumptions have been selected by the Plan Sponsor with the concurrence of Nyhart. In our opinion, the actuarial assumptions are individually reasonable and in combination represent our estimate of anticipated experience of the Plan. All calculations have been made in accordance with generally accepted actuarial principles and practice.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following:

- plan experience differing from that anticipated by the economic or demographic assumptions;
- changes in economic or demographic assumptions;
- increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period); and
- changes in plan provisions or applicable law.

We did not perform an analysis of the potential range of future measurements due to the limited scope of our engagement.

To our knowledge, there have been no significant events prior to the current year's measurement date or as of the date of this report that could materially affect the results contained herein.



Neither Nyhart nor any of its employees has any relationship with the plan or its sponsor that could impair or appear to impair the objectivity of this report. Our professional work is in full compliance with the American Academy of Actuaries "Code of Professional Conduct" Precept 7 regarding conflict of interest. The undersigned meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Should you have any questions please do not hesitate to contact us.

Suraj M. Datta, ASA, MAAA
Consulting Actuary

Emily Clauss, ASA, MAAA
Valuation Actuary

Executive Summary

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

Summary of Results

Presented below is the summary of GASB 75 results for the fiscal year ending June 30, 2020 compared to the prior fiscal year as shown in the City's Notes to Financial Statement.

	As of June 30, 2019		As of June 30, 2020	
Total OPEB Liability	\$	545,542	\$	696,587
Actuarial Value of Assets	\$	0	\$	0
Net OPEB Liability	\$	545,542	\$	696,587
Funded Ratio		0.0%		0.0%
	FY 2018/19		FY 2019/20	
OPEB Expense	\$	29,157	\$	46,356
Annual Employer Contributions	\$	13,622	\$	24,332
	As of June 30, 2019		As of June 30, 2020	
Discount Rate		3.51%		2.66%
Expected Return on Assets		N/A		N/A
	As of June 30, 2020		As of June 30, 2020	
Total Active Participants				42
Total Retiree Participants				5

The active participants' number above may include active employees who currently have no health care coverage. Refer to Summary of Participants section for an accurate breakdown of active employees with and without coverage.

Executive Summary

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

Summary of Results

Below is a breakdown of total GASB 75 liabilities allocated to past and current service compared to the prior year. The table below also provides a breakdown of the Total OPEB Liability allocated to pre- and post-Medicare eligibility. The liability shown below includes explicit (if any) and implicit subsidies. Refer to the Substantive Plan Provisions section for complete information on the Plan Sponsor's GASB subsidies.

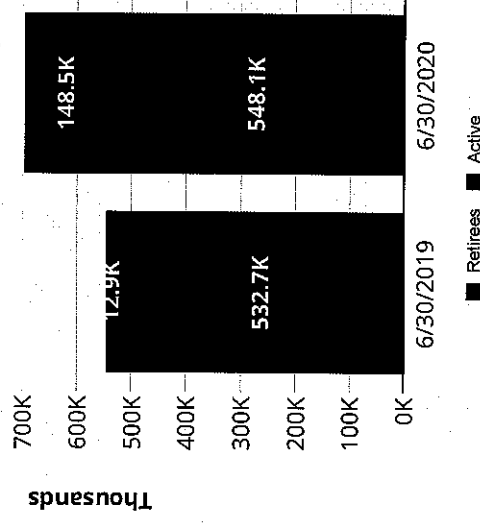
Present Value of Future Benefits	As of June 30, 2019	As of June 30, 2020
Active Employees	\$ 828,046	\$ 931,127
Retired Employees	12,864	148,475
Total Present Value of Future Benefits	\$ 840,910	\$ 1,079,602

Total OPEB Liability	As of June 30, 2019	As of June 30, 2020
Active Pre-Medicare	\$ 532,678	\$ 548,112
Active Post-Medicare	0	0
Active Liability	\$ 532,678	\$ 548,112

Retiree Pre-Medicare	\$ 12,864	\$ 148,475
Retiree Post-Medicare	0	0
Retiree Liability	\$ 12,864	\$ 148,475
Total OPEB Liability	\$ 545,542	\$ 696,587

	As of June 30, 2019	As of June 30, 2020
Discount Rate	3.51%	2.66%

Changes In Total OPEB Liability



Present Value of Future Benefits (PVFB) is the amount needed as of June 30, 2020 and June 30, 2019, to fully fund the City's retiree health care subsidies for existing and future retirees and their dependents assuming all actuarial assumptions are met.

Total OPEB Liability is the portion of PVFB considered to be accrued or earned as of June 30, 2020 and June 30, 2019. This amount is a required disclosure in the Required Supplementary Information section.

GASB Disclosures

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

Schedule of Changes in Net OPEB Liability and Related Ratios

OPEB Liability	FY 2019/20	FY 2018/19	FY 2017/18
Total OPEB Liability			
Total OPEB Liability - beginning of year	\$ 545,542	\$ 464,775	\$ 601,126
Service cost	28,071	23,545	28,001
Interest	19,711	18,637	22,363
Change of benefit terms	0	0	0
Changes in assumptions	42,861	13,697	(9,871)
Differences between expected and actual experience	84,734	38,510	(167,844)
Benefit payments	(24,332)	(13,622)	(9,000)
Net change in total OPEB liability	\$ 151,045	\$ 80,767	\$ (136,351)
Total OPEB Liability - end of year	\$ 696,587	\$ 545,542	\$ 464,775

Plan Fiduciary Net Position

Plan fiduciary net position - beginning of year	\$ 0	\$ 0	\$ 0
Contributions - employer	24,332	13,622	9,000
Contributions - active employees	0	0	0
Net investment income	0	0	0
Benefit payments	(24,332)	(13,622)	(9,000)
Trust administrative expenses	0	0	0

Net change in plan fiduciary net position	\$ 0	\$ 0	\$ 0
Plan fiduciary net position - end of year	\$ 0	\$ 0	\$ 0

Net OPEB Liability - end of year

	\$ 696,587	\$ 545,542	\$ 464,775
--	------------	------------	------------

Plan fiduciary net position as % of total OPEB liability	0.0%	0.0%	0.0%
Covered employee payroll	\$ 2,633,383	\$ 2,705,916	\$ 2,084,986
Net OPEB liability as % of covered payroll	26.5%	20.2%	22.3%

GASB Disclosures

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

OPEB Expense

OPEB Expense	FY 2019/20	FY 2018/19
Discount Rate		
Beginning of year	3.51%	3.87%
End of year	2.66%	3.51%
Service cost	\$ 28,071	\$ 23,545
Interest	19,711	18,637
Change of benefit terms	0	0
Projected earnings on OPEB plan investments	0	0
Reduction for contributions from active employees	0	0
OPEB plan administrative expenses	0	0
Current period recognition of deferred outflows / (inflows) of resources		
Differences between expected and actual experience	\$ (5,580)	\$ (13,283)
Changes in assumptions	4,154	258
Net difference between projected and actual earnings on OPEB plan investments	0	0
Total current period recognition	\$ (1,426)	\$ (13,025)
Total OPEB expense	\$ 46,356	\$ 29,157

GASB Disclosures

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

Deferred Outflows / (Inflows) of Resources

Deferred Outflows / (Inflows) of Resources represents the following items that have not been recognized in the OPEB Expense:

1. Differences between expected and actual experience of the OPEB plan
2. Changes of assumptions
3. Differences between projected and actual earnings in OPEB plan investments (for funded plans only)

The initial amortization period for the first two items noted above is based on expected future service lives while the difference between the projected and actual earnings in OPEB plan investment is amortized over five years. All balances are amortized linearly on a principal only basis and new bases will be created annually for each of the items above.

Differences between expected and actual experience for FYE	Initial Balance	Initial Amortization Period	Annual Recognition	Unamortized Balance as of June 30, 2020
June 30, 2018	\$ (167,844)	10	\$ (16,784)	\$ (117,492)
June 30, 2019	\$ 38,510	11	\$ 3,501	\$ 31,508
June 30, 2020	\$ 84,734	11	\$ 7,703	\$ 77,031

Changes in assumptions for FYE	Initial Balance	Initial Amortization Period	Annual Recognition	Unamortized Balance as of June 30, 2020
June 30, 2018	\$ (9,871)	10	\$ (987)	\$ (6,910)
June 30, 2019	\$ 13,697	11	\$ 1,245	\$ 11,207
June 30, 2020	\$ 42,861	11	\$ 3,896	\$ 38,965

Net Difference between projected and actual earnings in OPEB plan investments for FYE	Initial Balance	Initial Amortization Period	Annual Recognition	Unamortized Balance as of June 30, 2020
June 30, 2018	\$ 0	N/A	\$ 0	\$ 0
June 30, 2019	\$ 0	N/A	\$ 0	\$ 0
June 30, 2020	\$ 0	N/A	\$ 0	\$ 0

GASB Disclosures

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

Deferred Outflows / (Inflows) of Resources (Continued)

As of fiscal year ending June 30, 2020	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ 108,539	\$ (117,492)
Changes in assumptions	50,172	(6,910)
Net difference between projected and actual earnings in OPEB plan investments	N/A	N/A
Total	\$ 158,711	\$ (124,402)

Annual Amortization of Deferred Outflows / (Inflows)

The balances as of June 30, 2020 of the deferred outflows / (inflows) of resources will be recognized in OPEB expense in the future fiscal years as noted below.

FYE	Balance
2021	\$ (1,426)
2022	\$ (1,426)
2023	\$ (1,426)
2024	\$ (1,426)
2025	\$ (1,426)
Thereafter	\$ 41,439

GASB Disclosures

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

Sensitivity Results

The following presents the Net OPEB Liability as of June 30, 2020, calculated using the discount rate assumed and what it would be using a 1% higher and 1% lower discount rate.

- The current discount rate is 2.66%.
- The 1% decrease in discount rate would be 1.66%.
- The 1% increase in discount rate would be 3.66%.

As of June 30, 2020	Net OPEB Liability
1% Decrease	\$ 741,647
Current Discount Rate	\$ 696,587
1% Increase	\$ 653,637

The following presents the Net OPEB Liability as of June 30, 2020, using the health care trend rates assumed and what it would be using 1% higher and 1% lower health care trend rates.

- The current health care trend rate starts at an initial rate of 8.00%, decreasing to an ultimate rate of 4.50%.
- The 1% decrease in health care trend rates would assume an initial rate of 7.00%, decreasing to an ultimate rate of 3.50%.
- The 1% increase in health care trend rates would assume an initial rate of 9.00%, decreasing to an ultimate rate of 5.50%.

As of June 30, 2020	Net OPEB Liability
1% Decrease	\$ 648,571
Current Trend Rates	\$ 696,587
1% Increase	\$ 750,860

* HRA trend rate is a flat 2.00%. The sensitivity results above account for a 1% increase/decrease to this rate as well.

Projection of GASB Disclosures

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

The Total OPEB Liability (TOL) is expected to change on an annual basis as a result of expected and unexpected events. Under normal circumstances, it is generally expected to have a net increase each year. Below is a list of the most common events affecting the total OPEB liability and whether they increase or decrease the liability.

Expected Events

- Increases in TOL due to additional benefit accruals as employees continue to earn service each year
- Increases in TOL due to interest as the employees and retirees age
- Decreases in TOL due to benefit payments

Unexpected Events

- Increases in TOL when actual premium rates increase more than expected. A liability decrease occurs when the reverse happens.
- Increases in TOL when more new retirements occur than expected or fewer terminations occur than anticipated. Liability decreases occur when the opposite outcomes happen.
- Increases or decreases in TOL depending on whether benefits are improved or reduced.

Projection of Total OPEB Liability (TOL)		FY 2019/20	FY 2020/21
TOL as of beginning of year	\$	545,542	\$ 696,587
Normal cost as of beginning of year		28,071	42,275
Exp. benefit payments during the year		(24,332)	(37,653)
Interest adjustment to end of year		19,711	19,156
Exp. TOL as of end of year	\$	568,992	\$ 720,365
Actuarial Loss / (Gain)		127,595	TBD
Actual TOL as of end of year	\$	696,587	\$ TBD
Discount rate as of beginning of year		3.51%	2.66%
Discount rate as of end of year		2.66%	TBD

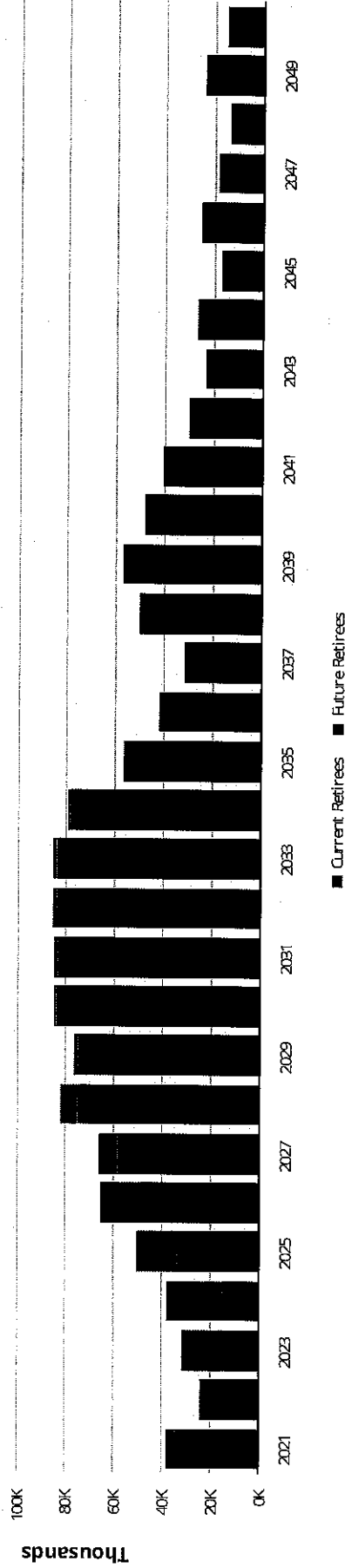
Cash Flow Projections

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

The below projections show the actuarially estimated employer-paid contributions for retiree health benefits for the next thirty years. Results are shown separately for a closed group of current/future retirees. These projections include explicit and implicit subsidies.

FYE	Current Retirees	Future Retirees*	Total	FYE	Current Retirees	Future Retirees*	Total	FYE	Current Retirees	Future Retirees*	Total
2021	\$ 37,512	\$ 141	\$ 37,653	2031	\$ 920	\$ 83,620	\$ 84,540	2041	\$ 0	\$ 40,618	\$ 40,618
2022	\$ 23,560	\$ 283	\$ 23,843	2032	\$ 931	\$ 84,321	\$ 85,252	2042	\$ 0	\$ 30,508	\$ 30,508
2023	\$ 23,474	\$ 8,032	\$ 31,506	2033	\$ 942	\$ 84,426	\$ 85,368	2043	\$ 0	\$ 23,602	\$ 23,602
2024	\$ 23,378	\$ 14,835	\$ 38,213	2034	\$ 953	\$ 78,589	\$ 79,542	2044	\$ 0	\$ 26,935	\$ 26,935
2025	\$ 16,546	\$ 34,111	\$ 50,657	2035	\$ 0	\$ 56,727	\$ 56,727	2045	\$ 0	\$ 17,205	\$ 17,205
2026	\$ 16,455	\$ 48,877	\$ 65,332	2036	\$ 0	\$ 41,896	\$ 41,896	2046	\$ 0	\$ 25,392	\$ 25,392
2027	\$ 7,460	\$ 58,875	\$ 66,335	2037	\$ 0	\$ 31,896	\$ 31,896	2047	\$ 0	\$ 18,515	\$ 18,515
2028	\$ 7,425	\$ 74,908	\$ 82,333	2038	\$ 0	\$ 50,218	\$ 50,218	2048	\$ 0	\$ 13,811	\$ 13,811
2029	\$ 898	\$ 75,461	\$ 76,359	2039	\$ 0	\$ 57,519	\$ 57,519	2049	\$ 0	\$ 24,433	\$ 24,433
2030	\$ 909	\$ 84,030	\$ 84,939	2040	\$ 0	\$ 48,577	\$ 48,577	2050	\$ 0	\$ 15,248	\$ 15,248

Projected Employer Pay-go Cost



* Projections for future retirees do not take into account future new hires.

Discussion of Discount Rates

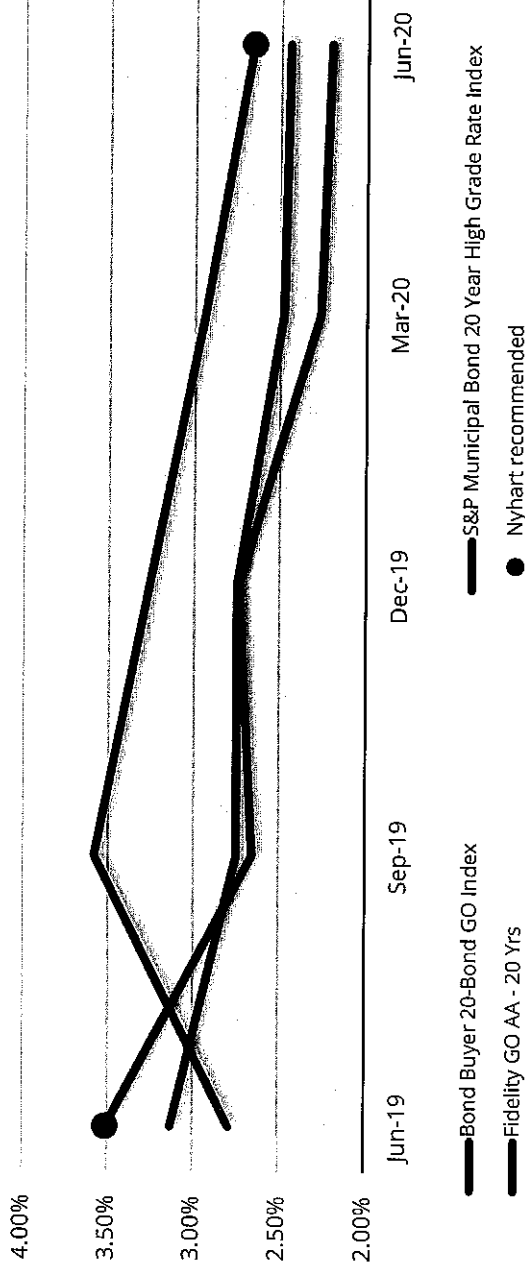
City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

Under GASB 75, the discount rate used in valuing OPEB liabilities for unfunded plans as of the Measurement Date must be based on a yield for 20-year tax-exempt general obligation municipal bonds with an average rating of AA /Aa or higher (or equivalent quality on another rating scale).

For the current valuation, the discount rate was selected from the range of indices as shown in the table below, where the range is given as the spread between the lowest and highest rate shown.

	Bond Buyer Go 20- Bond Municipal Bond Index	S&P Municipal Bond 20-Year High Grade Rate Index	Fidelity 20-Year Go Municipal Bond Index	Bond Index Range	Actual Discount Rate Used
Yield as of July 1, 2019	3.51%	2.79%	3.13%	2.79% - 3.51%	3.51%
Yield as of June 30, 2020	2.21%	2.66%	2.45%	2.21% - 2.66%	2.66%

20-Year Municipal Bond Indices



Summary of Plan Participants

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

Active Employees

Actives with coverage		Single ¹	Non-Single	Total	Avg. Age	Avg. Svc	Salary
General		8	17	25	45.1	9.7	\$ 1,388,745
Police		3	11	14	45.3	18.7	\$ 1,037,350
Total actives with coverage		11	28	39	45.1	12.9	\$ 2,426,095
Actives without coverage		Total	Avg. Age	Avg. Svc	Salary		
Total actives without coverage		3	48.0	16.8	\$ 207,288		

Active employees who currently have no coverage are assumed not to elect coverage at retirement. They have been excluded from the GASB valuation.

Active Age-Service Distribution

Age	Years of Service										Total
	< 1	1 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 & up	
Under 25											0
25 to 29		3									3
30 to 34			2		1						3
35 to 39	1	2	1	1	1						6
40 to 44		1	1	2	1	1					6
45 to 49	1	1				6	1				9
50 to 54	1		2		2	1	3				9
55 to 59		3			1	1		1			6
60 to 64											0
65 to 69											0
70 & up											0
Total	3	10	6	3	6	9	4	1	0	0	42

¹ Single enrollment above includes employee only and employee + child(ren) coverage levels.

Summary of Plan Participants

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

Retirees

Retirees with coverage	Single	Non-Single	Total	Avg. Age
General	3	1	4	*
Police	1		1	*
Total retirees with coverage	4	1	5	60.9

*Average age is shown in aggregate for privacy purposes.

Retiree Age Distribution

Age	Retirees
< 45	
45 to 49	
50 to 54	
55 to 59	2
60 to 64	3
65 to 69	
70 to 74	
75 to 79	
80 to 84	
85 to 89	
90 & up	
Total	5

Substantive Plan Provisions

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

Eligibility

All employees retiring under Regular, work related disability, or workers compensation retirement are eligible to continue healthcare coverage until age 65. Police Regular retirees are required to have 25 years of service to be eligible for the employer stipend. General retirees have no service requirement.

Spouse Benefit

Spousal coverage continues until the earlier of (1) the date the retiree becomes Medicare eligible and (2) the date the spouse becomes Medicare eligible. Surviving spouses are eligible for COBRA coverage.

Medical Benefits

Same benefits are available to retirees as active employees. The HRA PPO Gold health plan is fully-insured and partially experience-rated. The monthly funding rates vary by age and are effective on July 1, 2020. Rates at sample ages are as shown below.

Age	Rate
55	\$ 616.33
60	\$ 750.10
64	\$ 829.14

Retiree Cost Sharing

Retirees pay for the portion of the premium rates not covered by the City's explicit subsidy.

Explicit Subsidy

Eligible Police retirees receive a stipend of up to \$700 per month for healthcare premiums. Eligible General retirees receive a stipend of up to \$500 per month for healthcare premiums. To the extent the stipend exceeds the monthly healthcare premiums, the remainder may be used to offset spousal healthcare premiums.

HRA

The City funds \$4,000 annually in a health reimbursement account. The cost of this benefit is not included in the healthcare premium funding rates shown above. The flat monthly premium for the HRA benefit as of July 1, 2020 is \$135.21 for single coverage and \$269.88 for two-person coverage.

Actuarial Methods and Assumptions

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

The actuarial assumptions used in this report represent a reasonable long-term expectation of future OPEB outcomes. As national economic and City experience change over time, the assumptions will be tested for ongoing reasonableness and, if necessary, updated.

There are changes to the actuarial methods and assumptions since the last GASB valuation, which was for the fiscal year ending June 30, 2018. Refer to Actuary's Notes section for complete information on these changes. For the current year GASB valuation, we have also updated the per capita costs. We expect to update discount rate, health care trend rates, mortality table, and per capita costs again in the next full GASB valuation, which will be for the fiscal year ending June 30, 2022.

Measurement Date

For fiscal year ending June 30, 2020, a June 30, 2020 measurement date was used.

Actuarial Valuation Date

June 30, 2020 with no adjustments to get to the June 30, 2020 measurement date. Liabilities as of July 1, 2019 are based on an actuarial valuation date of July 1, 2018 projected to July 1, 2019 on a "no loss / no gain" basis.

Discount Rate

2.66% as of June 30, 2020 and 3.51% as of July 1, 2019 for accounting disclosure purposes.

Refer to the Discussion of Discount Rates section for more information on selection of the discount rate.

Payroll Growth

From the MERS actuarial valuation as of December 31, 2018. Sample rates are as follows and include assumed inflation of 3.75%:

Age	Total Salary Growth Rate
20	14.75%
25	10.95%
30	6.85%
35	5.65%
40	4.95%
45	4.56%
50	4.27%
55	4.05%
60	3.75%

Inflation Rate

3.75% per year

Actuarial Methods and Assumptions

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

Cost Method

Allocation of Actuarial Present Value of Future Benefits for services prior and after the Measurement Date was determined using Entry Age Normal Level % of Salary method where:

- Service Cost for each individual participant, payable from date of employment to date of retirement, is sufficient to pay for the participant's benefit at retirement; and
- Annual Service Cost is a constant percentage of the participant's salary that is assumed to increase according to the Payroll Growth.

Employer Funding Policy

Pay-as-you-go cash basis

Census Data

Census information was provided by the City and it was provided in June 2020. We have reviewed it for reasonableness and no material modifications were made to the census data.

Experience Study

Best actuarial practices call for a periodic assumption review and Nyhart recommends the City to complete an actuarial assumption review (also referred to as an experience study) in the future.

Health Care Coverage Election Rate

Active employees with current coverage: 100%
Active employees with no coverage: 0%

Inactive employees with current coverage: 100%
Inactive employees with no coverage: 0%

It is assumed 100% of current and future eligible retirees receive the stipend regardless of whether they have healthcare coverage through the City.

Spousal Coverage

Spousal coverage for current and future retirees is based on actual data.

Spousal age for current retirees is based on actual data. For future retirees, husbands are assumed to be three years older than wives.

Actuarial Methods and Assumptions

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

Mortality

General: SOA Pub-2010 General Headcount Weighted Mortality Table fully generational using Scale MP-2019

Police: SOA Pub-2010 Public Safety Headcount Weighted Mortality Table fully generational using Scale MP-2019

Disabled General Retirees: SOA Pub-2010 Non-Safety Disabled Retiree Headcount Weighted Mortality Table fully generational using Scale MP-2019

Disabled Police Retirees: SOA Pub-2010 Public Safety Disabled Retiree Headcount Weighted Mortality Table fully generational using Scale MP-2019

Surviving Spouses: SOA Pub-2010 Contingent Survivor Headcount Weighted Mortality Table fully generational using Scale MP-2019

Disability

From the MERS actuarial valuation as of December 31, 2018. Since 20% of disability incidence are assumed to be work related, we have used 20% of the rates shown in the MERS actuarial valuation. Sample rates are as follows:

Age	Percent Becoming Disabled (Work Related)
20	0.004%
25	0.004%
30	0.004%
35	0.010%
40	0.016%
45	0.040%
50	0.058%
55	0.076%
60+	0.078%

Actuarial Methods and Assumptions

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

Turnover Rate

Assumption used to project terminations (voluntary and involuntary) prior to meeting minimum retirement eligibility for retiree health coverage. The rates represent the probability of termination in the next 12 months.

The termination rates are based on MERS pension actuarial valuation for FYE December 31, 2018, adjusted by 0.6 for the City's actual experience from 2014 through 2018. Sample annual turnover rates are shown below:

Years of Service	Rate	Years of Service	Rate
0	11.8%	10	2.8%
1	9.8%	15	2.0%
2	8.0%	20	1.6%
3	6.3%	25	1.3%
4	5.0%	30+	1.3%
5	4.1%		

Retirement Rate

100% at age 58 for Police employees
100% at age 61 for General employees

Health Care Trend Rates

FYE	Medical/Rx	FYE	Medical/Rx
2021	8.0%	2025	6.0%
2022	7.5%	2026	5.5%
2023	7.0%	2027	5.0%
2024	6.5%	2028+	4.5%

The initial trend rate was based on a combination of employer history, national trend surveys, and professional judgment.

The ultimate trend rate was selected based on historical medical CPI information.

HRA benefit premium is assumed to increase 2.0% per year. General and Police stipends are assumed to remain flat (0% increase).

Retiree Contributions

Retiree contributions are assumed to increase according to health care trend rates.

Actuarial Methods and Assumptions

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

Per Capita Costs

Annual per capita costs were calculated based on the 2020 funding rates. Since the rates are age appropriate, they have been used without adjustment as shown on page 15. These costs are assumed to increase with health care trend rates.

The HRA benefit per capita cost was based on the HRA monthly premium and was actuarially increased using a retiree load of 1.5. Annual pre-65 HRA per capita costs are as shown below:

Retiree	Spouse
\$ 2,434	\$ 2,424

The per capita costs represent the cost of coverage for a retiree-only population.

Actuarial standards require the recognition of higher inherent costs for a retired population versus an active population.

Explicit Subsidy

The difference between (a) the premium rate and (b) the retiree contribution. Below is an example of the monthly explicit subsidies for a General retiree age 60 with spouse of the same age enrolled in the HRA PPO Gold Plan.

	Premium Rate A	Retiree Contribution B	Explicit Subsidy C = A - B
Retiree	\$ 885.31	\$ 385.31	\$ 500.00
Spouse	\$ 884.77	\$ 884.77	\$ 0.00

Implicit Subsidy

The difference between (a) the per capita cost and (b) the premium rate. Below is an example of the monthly implicit subsidies for a General retiree age 60 with spouse of the same age enrolled in the HRA PPO Gold Plan

	Per Capita Cost A	Premium Rate B	Implicit Subsidy C = A - B
Retiree	\$ 952.93	\$ 885.31	\$ 67.62
Spouse	\$ 952.10	\$ 884.77	\$ 67.33

All employers that utilize premium rates based on blended active/retiree claims experience will have an implicit subsidy. There is an exception for Medicare plans using a true community-rated premium rate.

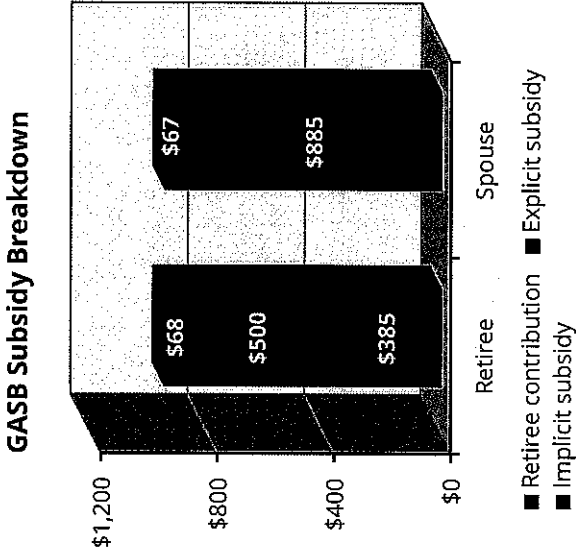
Actuarial Methods and Assumptions

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

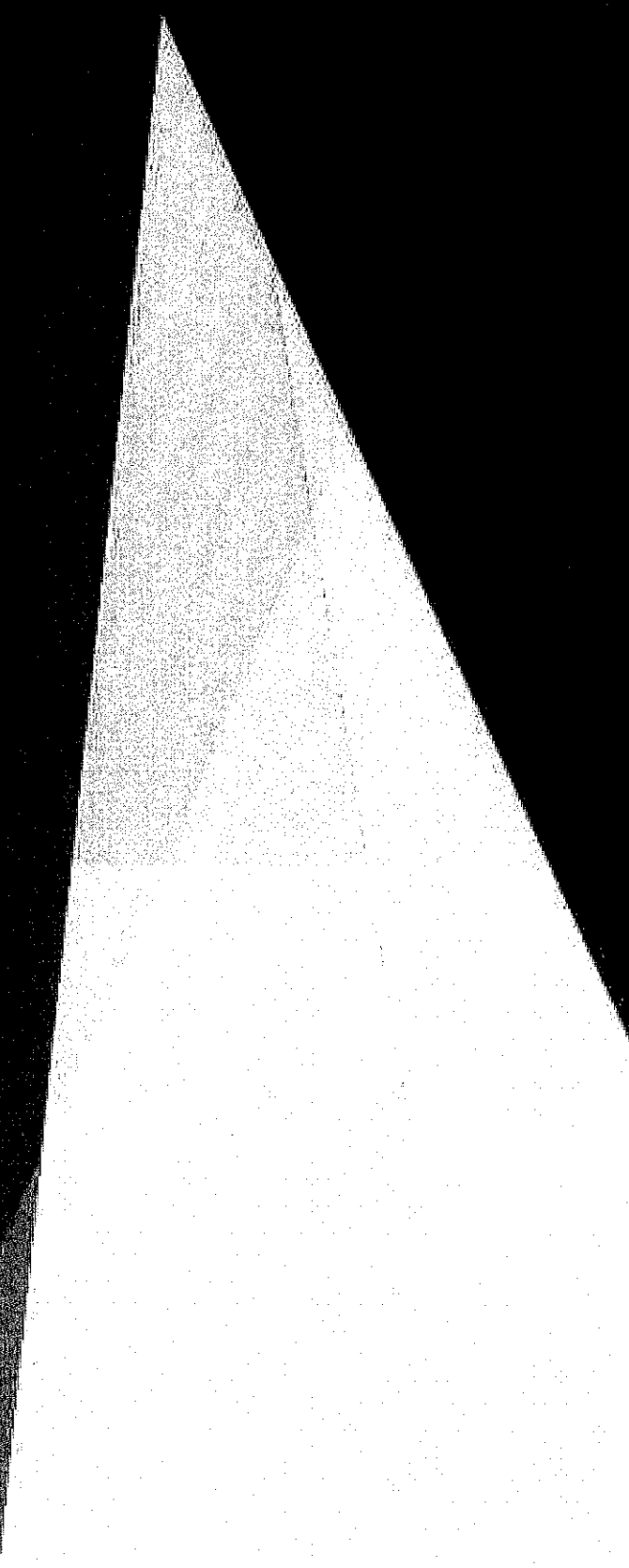
GASB Subsidy Breakdown

Below is a breakdown of the GASB 75 monthly total cost for a General retiree age 60 with spouse of the same age enrolled in the HRA PPO Gold Plan.

	Retiree		Spouse	
Retiree contribution	\$	385.31	\$	884.77
Explicit subsidy	\$	500.00	\$	0.00
Implicit subsidy	\$	67.62	\$	67.33
Total monthly cost	\$	952.93	\$	952.10



APPENDIX



Appendix

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

Comparison of Participant Demographic Information

The active participants' number below may include active employees who currently have no health care coverage. Refer to Summary of Participants section for an accurate breakdown of active employees with and without coverage.

	As of June 30, 2018	As of June 30, 2020
Active Participants	40	42
Retired Participants	1	5
Averages for Active		
Age	46.4	45.3
Service	15.7	13.2
Averages for Inactive		
Age	62.3	60.9

Appendix

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

Detailed Actuary's Notes

There have been no substantive plan provision changes since the last full valuation, which was for the fiscal year ending June 30, 2018.

The following assumptions have been updated since the prior valuation:

1. Mortality tables have been updated from SOA RPH-2017 Total Dataset Mortality Table fully generational using Scale MP-2017 for all current and future retiree to the following:
 - a. General: SOA Pub-2010 General Headcount Weighted Mortality Table fully generational using Scale MP-2019
 - b. Police: SOA Pub-2010 Public Safety Headcount Weighted Mortality Table fully generational using Scale MP-2019
 - c. Disabled General Retirees: SOA Pub-2010 Non-Safety Disabled Retiree Headcount Weighted Mortality Table fully generational using Scale MP-2019
 - d. Disabled Police Retirees: SOA Pub-2010 Public Safety Disabled Retiree Headcount Weighted Mortality Table fully generational using Scale MP-2019
 - e. Surviving Spouses: SOA Pub-2010 Contingent Survivor Headcount Weighted Mortality Table fully generational using Scale MP-2019

The impact of this change is an increase in liabilities for the City.

2. Discount rate as of the Measurement Date is based on a yield for 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher (or equivalent quality on another rating scale). The prior valuation used a discount rate of 3.51% as of July 1, 2019. The current full valuation uses a discount rate of 2.66% as of June 30, 2020. This change has caused an increase in liabilities.

Appendix

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

PA 202 Uniform Assumption Disclosures

The information presented below is for the purposes of filing Form No. 5572 under PA 202 uniform assumption requirements. Per regulation, Form No. 5572 must be filed no later than six months after the end of the fiscal year. Governmental fund revenues are not shown below and should be determined by the City. Refer to the Michigan Department of Treasury website for additional information.

Form 5572 Line	Description	City of South Lyon
Line 28	Actuarial Value of Assets	\$0
Line 29	Actuarial Accrued Liability	\$660,712
Line 31	Actuarially Determined Contribution (ADC) for FY 2019/20	\$60,044

Line 31 (Actuarially Determined Contribution) was calculated using level dollar amortization with a 3.5% discount rate. The amortization period is a closed, 29-year period.

Under PA 202 requirements, uniform assumption setting is mandated in reporting of liabilities, assets, and ADC. The following is a description of the PA 202 uniform assumption guidance and final assumption used for the City for purposes of calculating the figures above.

Assumption	Uniform Assumption Guidance	City Assumption
Investment Rate of Return	Maximum of 7.00% Blended discount rate calculated per GASB 74/75:	3.50% (for funding/ADC purposes)
Discount Rate	<ul style="list-style-type: none"> Maximum of 7.0% where plan assets are sufficient to make projected benefit payments 3.50% for periods where assets are insufficient to make projected benefit payments 	3.50% (for calculation of the OPEB liability)
Salary Increase	Minimum of 3.50% or based on actuarial experience study within the past 5 years	Same as GASB 75 valuation
Mortality Table	A version of PUB-2010 with Scale MP-2018 generational mortality improvement or based on actuarial experience study within the past 5 years	Same PUB-2010 mortality tables as GASB 75 valuation with Scale MP-2018 generational mortality improvement
Amortization Period	Maximum closed period of 29 years for Retiree Health Systems	For FY 2020, 29 years on a closed period basis
Asset Valuation	Market Value as reported on Financial Statements	N/A
Healthcare Inflation	Non-Medicare: 8.25% decreasing 0.25% per year to a 4.50% long-term rate Medicare: 6.50% decreasing 0.25% per year to 4.50% long-term rate	Same as PA 202 uniform assumption

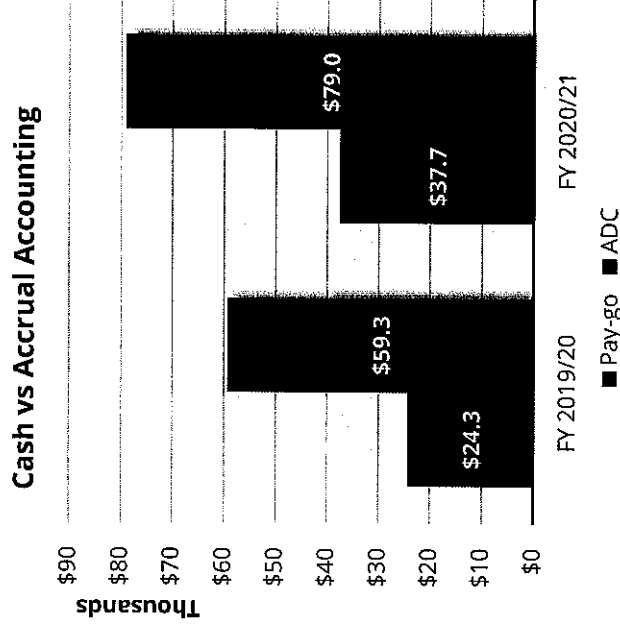
Appendix

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

Actuarially Determined Contributions

The Actuarially Determined Contributions calculated below are recommended target contributions and assumes that the City has the ability to contribute these amounts on an annual basis. The City has the responsibility to decide how much it should contribute after considering its other needs and the OPEB participants' needs.

	FY 2019/20		FY 2020/21	
Discount rate ²	3.51%		2.66%	
Payroll growth factor used for amortization	N/A		N/A	
Actuarial cost method	Entry Age Normal		Entry Age Normal	
Amortization type	Level % of Salary		Level % of Salary	
Amortization period (years)	29		28	
Total OPEB Liability (TOL) - beginning of year	\$ 542,542	\$	696,587	
Actuarial value of assets - beginning of year	0		0	
Unfunded TOL - beginning of year	\$ 542,542	\$	696,587	
Normal Cost	\$ 28,071	\$	42,275	
Amortization of Unfunded TOL	29,258		34,675	
Total normal cost plus amortization	\$ 57,329	\$	76,950	
Interest to the end of year	2,012		2,047	
Actuarially Determined Contribution - Preliminary	\$ 59,341	\$	78,997	
Expected benefit payments	\$ 24,332	\$	37,653	
Actuarially Determined Contribution - Final	\$ 59,341	\$	78,997	



Actuarially Determined Contribution (ADC) is the target or recommended contribution to a defined benefit OPEB plan, which if paid on an ongoing basis, will provide sufficient resources to fund future costs for services to be earned and liabilities attributed to past services. This is typically higher than the pay-as-you-go cost because it includes recognition of employer costs expected to be paid in future accounting periods.

² The Discount Rate is set based on the long-term expected return on assets. Because the City has not set up an OPEB trust as of the measurement date(s), the discount rates associated with the GASB 75 valuation were used (3.51% as of July 1, 2019 and 2.66% as of June 30, 2020) for consistency with the City's discount rate selection under the PA 202 uniform assumption disclosures. If the City begins pre-funding for OPEB purposes, the discount rate used to calculate the Actuarially Determined Contribution will be based on the expected return of the City's OPEB assets.

Appendix

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

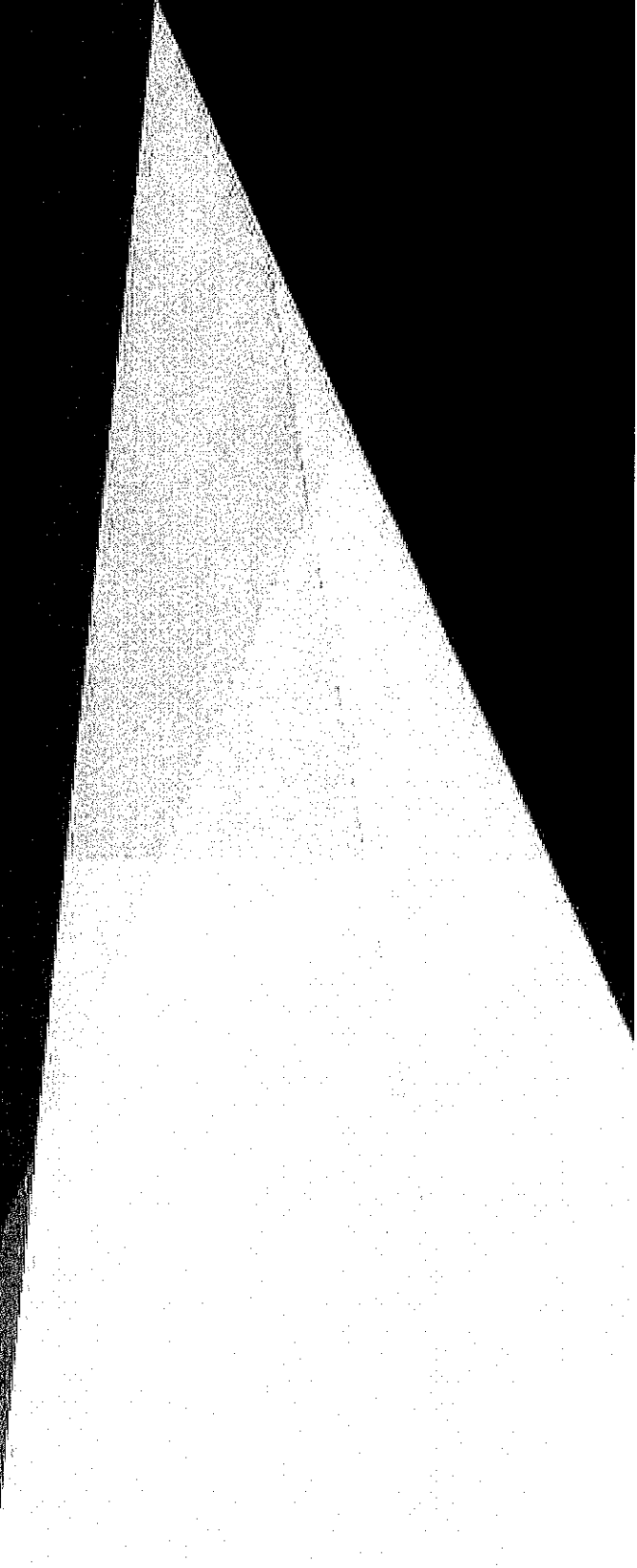
New Entrant Normal Cost Exhibit

Normal Cost was calculated for those employees hired after June 30, 2018, as shown below:

FYE 6/30/2020	
Normal Cost	\$ 8,250

The above Normal Cost was calculated using the City's actuarial assumptions shown in the "Actuarial Methods and Assumptions" section of the report.

GLOSSARY



Glossary – Decrements Exhibit

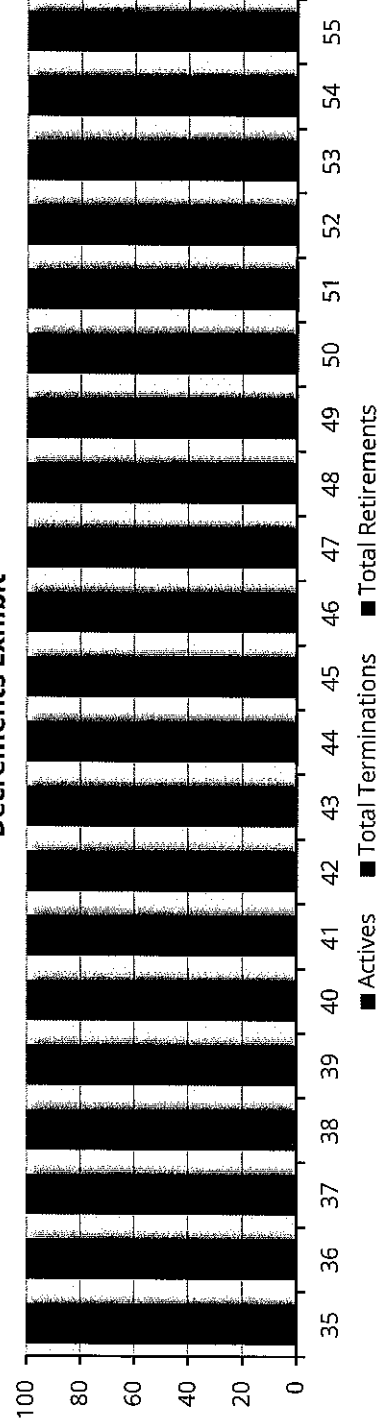
City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

The table below illustrates how actuarial assumptions can affect a long-term projection of future liabilities. Starting with 100 employees at age 35, the illustrated actuarial assumptions show that 44.43 employees out of the original 100 are expected to retire and could elect retiree health benefits at age 55.

Age	# Remaining Employees	# of Terminations per Year ³	# of Retirements per Year	Total Decrements
35	100.000	6.276	0.000	6.276
36	93.724	5.677	0.000	5.677
37	88.047	5.136	0.000	5.136
38	82.911	4.648	0.000	4.648
39	78.262	4.209	0.000	4.209
40	74.053	3.814	0.000	3.814
41	70.239	3.456	0.000	3.456
42	66.783	3.131	0.000	3.131
43	63.652	2.835	0.000	2.835
44	60.817	2.564	0.000	2.564
45	58.253	2.316	0.000	2.316

Age	# Remaining Employees	# of Terminations per Year	# of Retirements per Year	Total Decrements
46	55.938	2.085	0.000	2.085
47	53.853	1.866	0.000	1.866
48	51.987	1.656	0.000	1.656
49	50.331	1.452	0.000	1.452
50	48.880	1.253	0.000	1.253
51	47.627	1.060	0.000	1.060
52	46.567	0.877	0.000	0.877
53	45.690	0.707	0.000	0.707
54	44.983	0.553	0.000	0.553
55	44.430	0.000	44.430	44.430

Decrements Exhibit



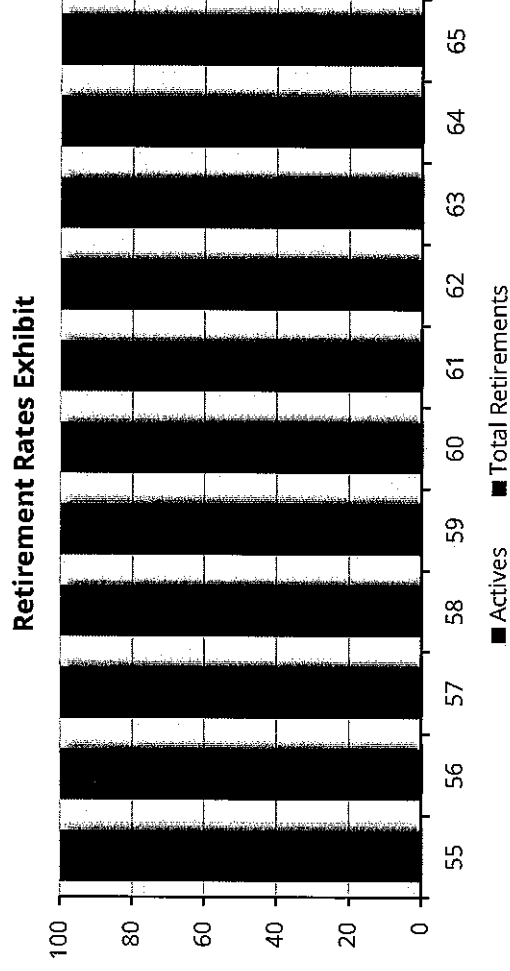
³ The above rates are illustrative rates and are not used in our GASB calculations.

Glossary – Retirement Rates Exhibit

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

The table below illustrates how actuarial assumptions can affect a long-term projection of future liabilities. The illustrated retirement rates show the number of employees who are assumed to retire annually based on 100 employees age 55 who are eligible for retiree health care coverage. The average age at retirement is 62.0.

Age	Active Employees BOY	Annual Retirement Rates*	# Retirements per Year	Active Employees EOY
55	100,000	5.0%	5,000	95,000
56	95,000	5.0%	4,750	90,250
57	90,250	5.0%	4,513	85,738
58	85,738	5.0%	4,287	81,451
59	81,451	5.0%	4,073	77,378
60	77,378	5.0%	3,869	73,509
61	73,509	5.0%	3,675	69,834
62	69,834	30.0%	20,950	48,884
63	48,884	15.0%	7,333	41,551
64	41,551	15.0%	6,233	35,318
65	35,318	100.0%	35,318	0,000



* The above rates are illustrative rates and are not used in our GASB calculations.

Glossary – Definitions

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

GASB 75 defines several unique terms not commonly employed in the funding of pension and retiree health plans. The definitions of the terms used in the GASB actuarial valuations are noted below.

1. **Actuarial Assumptions** – Assumptions as to the occurrence of future events affecting health care costs, such as: mortality, withdrawal, disablement and retirement; changes in compensation and Government provided health care benefits; rates of investment earnings and asset appreciation or depreciation; procedures used to determine the Actuarial Value of Assets; characteristics of future entrants for Open Group Actuarial Cost Methods; and other relevant items.
2. **Actuarial Cost Method** – A procedure for determining the Actuarial Present Value of Future Benefits and expenses and for developing an actuarially equivalent allocation of such value to time periods, usually in the form of a Service Cost and a Total OPEB Liability.
3. **Actuarially Determined Contribution** - A target or recommended contribution to a defined benefit OPEB plan for the reporting period, determined in accordance with the parameters and in conformity with Actuarial Standards of Practice.
4. **Actuarial Present Value** – The value of an amount or series of amounts payable or receivable at various times, determined as of a given date by the application of a particular set of Actuarial Assumptions. For purposes of this standard, each such amount or series of amounts is:
 - a. adjusted for the probable financial effect of certain intervening events (such as changes in compensation levels, Social Security, marital status, etc.);
 - b. multiplied by the probability of the occurrence of an event (such as survival, death, disability, termination of employment, etc.) on which the payment is conditioned; and
 - c. discounted according to an assumed rate (or rates) of return to reflect the time value of money.
5. **Deferred Outflow / (Inflow) of Resources** – represents the following items that have not been recognized in the OPEB Expense:
 - a. Differences between expected and actual experience of the OPEB plan
 - b. Changes in assumptions
 - c. Differences between projected and actual earnings in OPEB plan investments (for funded plans only)
6. **Explicit Subsidy** – The difference between (a) the amounts required to be contributed by the retirees based on the premium rates and (b) actual cash contribution made by the employer.
7. **Funded Ratio** – The actuarial value of assets expressed as a percentage of the Total OPEB Liability.

Glossary – Definitions

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

8. **Healthcare Cost Trend Rate** – The rate of change in the per capita health claims costs over time as a result of factors such as medical inflation, utilization of healthcare services, plan design, and technological developments.
9. **Implicit Subsidy** – In an experience-rated healthcare plan that includes both active employees and retirees with blended premium rates for all plan members, the difference between (a) the age-adjusted premiums approximating claim costs for retirees in the group (which, because of the effect of age on claim costs, generally will be higher than the blended premium rates for all group members) and (b) the amounts required to be contributed by the retirees.
10. **OPEB** – Benefits (such as death benefits, life insurance, disability, and long-term care) that are paid in the period after employment and that are provided separately from a pension plan, as well as healthcare benefits paid in the period after employment, regardless of the manner in which they are provided. OPEB does not include termination benefits or termination payments for sick leave.
11. **OPEB Expense** – Changes in the Net OPEB Liability in the current reporting period, which includes Service Cost, interest cost, changes of benefit terms, expected earnings on OPEB Plan investments, reduction of active employees' contributions, OPEB plan administrative expenses, and current period recognition of Deferred Outflows / (Inflows) of Resources.
12. **Pay-as-you-go** – A method of financing a benefit plan under which the contributions to the plan are generally made at about the same time and in about the same amount as benefit payments and expenses becoming due.
13. **Per Capita Costs** – The current cost of providing postretirement health care benefits for one year at each age from the youngest age to the oldest age at which plan participants are expected to receive benefits under the plan.
14. **Present Value of Future Benefits** – Total projected benefits include all benefits estimated to be payable to plan members (retirees and beneficiaries, terminated employees entitled to benefits but not yet receiving them, and current active members) as a result of their service through the valuation date and their expected future service. The actuarial present value of total projected benefits as of the valuation date is the present value of the cost to finance benefits payable in the future, discounted to reflect the expected effects of the time value (present value) of money and the probabilities of payment. Expressed another way, it is the amount that would have to be invested on the valuation date so that the amount invested plus investment earnings will provide sufficient assets to pay total projected benefits when due.
15. **Real Rate of Return** – the rate of return on an investment after adjustment to eliminate inflation.

Glossary – Definitions

City of South Lyon GASB 75 Valuation for Fiscal Year Ending June 30, 2020

16. **Select and Ultimate Rates** – Actuarial assumptions that contemplate different rates for successive years. Instead of a single assumed rate with respect to, for example, the investment return assumption, the actuary may apply different rates for the early years of a projection and a single rate for all subsequent years. For example, if an actuary applies an assumed investment return of 8% for year 20W0, then 7.5% for 20W1, and 7% for 20W2 and thereafter, then 8% and 7.5% select rates, and 7% is the ultimate rate.
17. **Service Cost** – The portion of the Actuarial Present Value of projected benefit payments that are attributed to a valuation year by the Actuarial Cost Method.
18. **Substantive Plan** – The terms of an OPEB plan as understood by the employer(s) and plan members.
19. **Total OPEB Liability** – That portion, as determined by a particular Actuarial Cost Method, of the Actuarial Present Value of Future Benefits which is attributed to past periods of employee service (or not provided for by the future Service Costs).