

# **AGENDA NOTE**

New Business: Item # )

**MEETING DATE:** September 10, 2018

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

**AGENDA TOPIC:** Adoption of the Oakland County Hazard Mitigation Plan

**EXPLANATION OF TOPIC:** Local adoption of the Oakland County Hazard Mitigation Plan is necessary in order to qualify for FEMA pre-disaster assistance and post-disaster funding. Please see the attached e-mail message from Mr. Thomas Hardesty, Manager, Oakland County Homeland Security Division.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** E-mail message from Thomas Hardesty; Letter from Melissa Janssen, Chief, Risk Analysis Branch, Mitigation Division, FEMA; Resolution of adoption of the Oakland County Hazard Mitigation Plan.

**POSSIBLE COURSES OF ACTION:** Pass/Do Not Pass the resolution

**RECOMMENDATION:** Pass the resolution

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to pass the resolution adopting the Oakland County Hazard Mitigation Plan.

09/10/18

**From:** Hardesty, Thomas G [mailto:hardestyt@oakgov.com]  
**Sent:** Monday, July 09, 2018 4:30 PM  
**To:** Hardesty, Thomas G  
**Cc:** McGee, Tracey; Scheid, Kevin M  
**Subject:** Local Adoption of Hazard Mitigation Plan Required

Local Emergency Management Liaison:

As most of you know, FEMA requires local governments to develop and adopt a hazard mitigation plan every five years as a condition for receiving both pre-disaster assistance as well as post-disaster funds. In 2017 the Oakland County Homeland Security Division in conjunction with Integrated Solutions Inc, the Local Emergency Planning Committee and representatives from each community drafted a new Plan which was submitted to FEMA. We have received conditional approval from FEMA pending adoption by all of our local governments. I am attaching both the letter from FEMA as well as a sample resolution you may use for your community. If you need assistance in preparing the resolution or in presenting it to your local governing body please contact either Tracey McGee or Thom Hardesty at 248-858-5300.

The full Plan is more than 800 pages and is too large to attach to an email; it can be viewed on the website provided for us by Integrated Solutions <https://mi-oakland-hs.isc-cemp.com/LoginAccount/LogOn?ReturnUrl=%2fAdminUserList>. For those of you that entered hazard mitigation information in the CEMP system directly this is the same website. If you do not have a login please contact me and we can assist you in getting one.

The Plan is divided into three parts:

1. Oakland County Hazard Mitigation Plan (this part of the Plan is open to the public and is also viewable on our website)
2. Specific information for each jurisdiction
3. Schools

Sections 2 & 3 are *not* to be given to the public as they provide information on specific areas of concern for individual communities and schools.

Final approval from FEMA will not be granted until every community has adopted the Plan. We ask that you provide us with your executed resolution by October 1, 2018.

Again, this is important as it could impact funds for your community. If you have any questions or need any assistance please contact us. Thank you.

Thom



Thomas Hardesty  
Manager  
Oakland County Homeland Security Division  
1200 N Telegraph Bldg 47W Pontiac MI 48341  
phone 248.452.9578 / fax 248.858.5550  
hardestyt@oakgov.com

OAKLAND COUNTY HOMELAND SECURITY DIVISION



Find us at [facebook.com/OakGovHS](https://www.facebook.com/OakGovHS)



**FEMA**

April 2, 2018

Mr. Matt Schnepf  
State Hazard Mitigation Officer  
Michigan State Police  
Emergency Management and  
Homeland Security Division  
P.O. Box 30634  
Lansing, MI 48909

Dear Mr. Schnepf:

Thank you for submitting the Oakland County Hazard Mitigation Plan for our review. The plan was reviewed based on the local plan criteria contained in 44 CFR Part 201, as authorized by the Disaster Mitigation Act of 2000. Oakland County met the required criteria for a multi-jurisdiction hazard mitigation plan. Formal approval of this plan is contingent upon the adoption of the plan by the jurisdictions. Once FEMA Region V receives documentation of adoption we will send a letter of official approval to your office.

We look forward to receiving the adoption documentation and completing the approval process for the Oakland County Hazard Mitigation Plan.

If you or the community has any questions, please contact Christine Meissner at (312) 408-4460 or [christine.meissner@fema.dhs.gov](mailto:christine.meissner@fema.dhs.gov).

Sincerely,

A handwritten signature in cursive script that reads "Melissa A. Janssen".

Melissa A. Janssen  
Chief, Risk Analysis Branch  
Mitigation Division

Attachment: Local Plan Review Sheets

**Resolution No. \_\_\_\_\_**

**ADOPTION OF THE OAKLAND COUNTY HAZARD MITIGATION PLAN**

WHEREAS, the mission of City of South Lyon includes the charge to protect the health, safety, and general welfare of the people of (insert name of community here); and

WHEREAS, the City of South Lyon, Michigan is subject to flooding, tornadoes, winter storms, and other natural, technological, and human hazards; and

WHEREAS, the Oakland County Homeland Security Division and the Oakland County Local Emergency Planning Committee, comprised of representatives from the County, municipalities, and stakeholder organizations, have prepared a recommended Hazard Mitigation Plan that reviews the options to protect people and reduce damage from these hazards; and

WHEREAS, the City of South Lyon has participated in the planning process for development of this Plan, providing information specific to local hazard priorities, encouraging public participation, identifying desired hazard mitigation strategies, and reviewing the draft Plan; and

WHEREAS, the Oakland County Homeland Security Division (HSD), with the Oakland County Local Emergency Planning Committee (LEPC), has developed the OAKLAND COUNTY HAZARD MITIGATION PLAN (the "Plan") as an official document of the County and establishing a County Hazard Mitigation Coordinating Committee, pursuant to the Disaster Mitigation Act of 2000 (PL-106-390) and associated regulations (44 CFR 210.6); and

WHEREAS, the Plan has been widely circulated for review by the County's residents, municipal officials, and state, federal, and local review agencies and has been revised to reflect their concerns; and

NOW THEREFORE BE IT RESOLVED by the City of South Lyon City Council that:

1. The Oakland County Hazard Mitigation Plan (or section(s) of the Plan specific to the affected community) is/are hereby adopted as an official plan of the City of South Lyon.
2. The City Manager is charged with supervising the implementation of the Plan's recommendations, as they pertain to the City of South Lyon and within the funding limitations as provided by the South Lyon City Council or other sources.

Passed by the South Lyon City Council on September 10, 2018.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Vote:

Yes \_\_\_\_\_

No \_\_\_\_\_

# AGENDA NOTE

New Business # 2

**MEETING DATE:** September 10, 2018

**PERSON PLACING ITEM ON AGENDA:** Recommendation from the Planning Commission on 8/9/18

**AGENDA TOPIC:** First Reading of Lot Coverage Zoning Ordinance Amendment

**EXPLANATION OF TOPIC:** The issue of lot coverage has been a topic of concern for the City. Following a Council discussion earlier this year, planning staff presented a proposed zoning amendment to increase the lot coverage percentages for residential districts. The Planning Commission held a public hearing on August 9, 2018, and after reviewing information provided by staff regarding past variance requests based on lot coverage, and lot coverage percentages in other communities, and discussing the matter, it approved a motion recommending Council approval of a zoning ordinance amendment to revise Section 102-456 by adding a Maximum Percentage of Lot Coverage of Impervious Surfaces of 35% in the R1-A, R-1, R-2, R-3, RT, RM-1, RM-2, and RM-3 Districts.

The amendment includes a definition of "impervious surfaces" as Section 102-457(p) and defines it to include: pools, un-enclosed decks, enclosed-decks, sheds, at-grade patios, raised patios, pergolas, and any other artificial structure covered by impervious materials such as asphalt, concrete, brick, and stone that limits infiltration and natural groundwater recharge.

The current lot coverage limits for buildings remains unchanged.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:**

- Zoning Ordinance Amendment
- CIB Lot Coverage Review Letter from 02.07.2017
- Public Hearing Notice
- Planning Commission Minutes from August 9, 2018
- Administrative Staff Research
- Sec. 102-3. "Definitions", "Lot Coverage" for the City of South Lyon Zoning Ordinance (Page 6. Of 12)

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

**RECOMMENDATION:** Approve

**SUGGESTED MOTION:** Motion to Approve the First Reading of the Ordinance to amend the City of South Lyon Code of Ordinances, Chapter 102 – Zoning, Article VII – Supplementary District Regulations, Division 2 – Height, Bulk, Density and Area Limitations, by amending Section 102-456 – Schedule Limiting Height, Bulk, Density and Area by Zoning District by adding a Maximum Percent of Lot Area Covered by Impervious Surfaces for Residential Districts, and by adding Subsection 102-457(p) defining Impervious Surfaces, as presented.

ORDINANCE NO. \_\_-18

CITY OF SOUTH LYON  
OAKLAND COUNTY, MICHIGAN

AN ORDINANCE TO AMEND THE CITY OF SOUTH LYON CODE OF ORDINANCES, CHAPTER 102 – ZONING, ARTICLE VII – SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 2 – HEIGHT, BULK, DENSITY AND AREA LIMITATIONS, BY AMENDING SECTION 102-456 – SCHEDULE LIMITING HEIGHT, BULK, DENSITY AND AREA BY ZONING DISTRICT BY ADDING A MAXIMUM PERCENT OF LOT AREA COVERED BY IMPERVIOUS SURFACES FOR ALL RESIDENTIAL ZONES, AND BY ADDING SUBSECTION 102-457(p) DEFINING IMPERVIOUS SURFACES.

THE CITY OF SOUTH LYON ORDAINS:

**PART I. Amendment of Chapter 102 – Zoning, Article VII – Supplementary District Regulations, Division 2 – Height, Bulk, Density and Area Limitations, Amending Section 102-456 – Schedule Limiting Height, Bulk, Density and Area by Zoning District.** Chapter 102 – Zoning, Article VII – Supplementary District Regulations, Division 2 – Height, Bulk, Density and Area Limitations, Section 102-456 – Schedule Limiting Height, Bulk, Density and Area by Zoning District is hereby amended as follows:

Sec. 102-456. - Schedule limiting height, bulk, density and area by zoning districts.

Zoning District	Minimum Lot Area Per Unit		Maximum Height of Structures		Minimum Yard Setback(o) (Per Lot in Feet)				Minimum Floor Area Per Unit (square feet)	Minimum Ground Floor Area Per Unit (square feet)	Maximum Percent of Lot Area Covered By All Buildings	<u>Max Percent of Lot Area Covered by Impervious surfaces</u>
	Area in Square Feet	Width in Feet	In Stories	In Feet	Front	Least One	Total of Two	Rear				
R-1A(n)	15,000(a)	120(a)	2	25	35(b)	10(b)	20(b)m	50(b)	1,300	800	25	<u>35(p)</u>
R-1(n)	12,000(a)	100(a)	2	25	35(b)	10(b)	20(b)m	50(b)	1,200	750	25	<u>35(p)</u>

R-2(h)	10,000(a)	80(a)	2	25	30(b)	8(b)	16(b)m	40(b)	1,100	700	25	35(p)
R-3(h)	8,750	70(a)	2	25	25(b)	6(b)	16(b)m	35(b)	1,000	650	25	35(p)
RT(h)	4,000	40	2	25	25	6(b)	16(b)m	30(b)	600		25	35(p)
									1 BR—600			
RM-1	(c)	(c)	2	25	35(d)	30(d)	60(d)m	30(d)	2 BR—800		25	35(p)
RM-2	(c)	(c)	2½	30	25(d)	25(d)	50(d)m	25(d)	3 BR—900		25	35(p)
RM-3	(c)	(c)	2½	30	25(d)	25(d)	50(d)m	25(d)	4 BR—1,000		25	35(p)
OS-1	—	—	—	25	20(e)	15(i)	30(i)	20(g)	—		—	
B-1	—	—	—	25	25(e, h)	10(f, h)	20(f, h)	20(g, h)	—		—	
B-2	—	—	—	—	—	—	—	(g)	—		—	
B-3	—	—	—	35	30(e)	10(f)	20(f)	20(g)	—		—	
I-1	—	—	—	35(k)	40(j)	20(j, k, l)	40(j, k, l)	20(j, k, l)	—		—	
I-2	—	—	—	50(k)	60(j)	40(j, k, l)	80(j, k, l)	40(j, k, l)	—		—	
P-1	See article VI, division 15 of this chapter for regulations governing vehicular parking districts											

**PART II. Amendment of Chapter 102 – Zoning, Article VII – Supplementary District Regulations, Division 2 – Height, Bulk, Density and Area Limitations, Amending Section 102-457 – Notes to Schedule of Regulations.** Chapter 102 – Zoning, Article VII – Supplementary District Regulations, Division 2 – Height, Bulk, Density and Area Limitations, Section 102-457 – Notes to Schedule of Regulations, is hereby amended to add subsection 102-457(p) as follows:

Sec. 102-457. - Notes to schedule of regulations.

...

- (p) Impervious surfaces include, but are not limited to: pools, un-enclosed decks, enclosed-decks, sheds, at-grade patios, raised patios, pergolas, and any other artificial structure covered by impervious materials such as asphalt, concrete, brick, and stone that limits infiltration and natural groundwater recharge.

**PART III. Severability.** Should any division, section, subsection, 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 IV. Savings Clause.** The amendment of the City of South Lyon Code of Ordinances set forth in this Ordinance does not affect or impair any act done, offense committed, or right accruing, accrued, or acquired or liability, penalty, forfeiture or punishment, pending or incurred prior to the amendment of the City of South Lyon Code of Ordinances set forth in this Ordinance.

**PART V. 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 VI. Effective Date; Publication.** This Ordinance shall take effect upon the later of ten (10) days after adoption or upon publication thereof as provided by the Charter of the City of South Lyon.

Made, passed and adopted by the South Lyon City Council this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Daniel L. Pelchat, Mayor

\_\_\_\_\_  
Lisa Deaton, City Clerk

#### Certificate of Adoption

I hereby certify that the foregoing is a true and complete copy of the ordinance adopted at the regular meeting of the South Lyon City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Lisa Deaton, City Clerk

Adopted:  
Published:  
Effective:



**City of South Lyon  
Planning Commission  
Regular Meeting Minutes  
August 9, 2018**

Approved: \_\_\_\_\_

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

Roll Call: Scott Lanam, Chair  
Keith Bradley, Vice Chair  
Steve Mosier, Commissioner  
Michael Joseph, Commissioner  
Erin Kopkowski, Commissioner (arrived late 7:21)

Absent: Jason Rose, Commissioner, Excused  
Wayne Chubb, Commissioner, Excused

**Motion to excuse Commissioner Chubb and Commissioner Rose  
Motion by Bradley, Second by Mosier**

Voice Vote: Ayes: Unanimous  
Nays: None

**Motion Approved**

Also Present: Kelly McIntyre, Planning Consultant  
Judy Pieper, Deputy Clerk  
Patrick Brzozowski, Zoning Administrator

## **Motion to approve the Agenda for August 9, 2018**

### **Motion by Mosier, Second by Joseph**

Voice Vote: Ayes: Unanimous  
Nays: None

### **Motion Approved**

### **Public Comments: None**

### **Public Hearings:**

- 1. Consideration of Zoning Ordinance Amendment for Maximum Percent of Lot Area Covered by All buildings from 25% to 30% in the R1-A:RM-3 Districts.**

Planning Consultant McIntyre explains a bit of the background on this subject referring to the CIB Planning letter dated 2-7-2017. McIntyre states that in the past year, the City has seen an increase in the number of variance requests for lot coverage. She suggests that we may want to change lot coverage to not only include building but a large number of impervious surfaces. She then adds that Patrick has done a wonderful job on putting all the data together showing the past several years.

Zoning Administrator Brzozowski goes on to explain in detail the data that he has put together for the Commissioners. He states that he gave a comparative analysis to Cities that have similar density. Cataloging what their standards are. Second, looking at a historical view of Zoning Board of Appeal applications (since 2010) understanding what the numbers suggest. It does imply that in the past two years, there has been a large increase in the demand for lot coverage variance, which supports the need for a change.

Commissioner Joseph states that he does live in Trotter's Pointe and actually had to apply for a variance about 12 years ago. He questioned that if 25% is that the building portion.

McIntyre clarifies that the way it stands now, 25% is for everything.

Brzozowski clarifies that in the proposal; it is suggested to break things out in to 2 separate categories. He adds that a lot of the information that he has put together has come from Oakland County Equalization Department. With that said, some of the properties have not been developed yet.

Commissioner Joseph states that he feels looking back at what was approved years ago, it seems that the actual issue here is that we approved lot sizes that were way too small.

Chair Lanam Adds that Charleston Park actually went to court so that they were able to build big houses on the smaller lots.

McIntyre adds that the Knolls were approved building footprints, so they were approved a floor plan for a house but in some instances, that floor plan on top of the building envelope is already 26%.

Commissioner Joseph states with this thought in mind, you have to be able to build a house on it, you have to let people build a deck on it and a lot of people want to have a pool. So then why are we forced to approve a lot that everyone knows that is too darn small?

Commissioner Bradley states that Charleston knew that they were going to have to have a variance for every lot in there.

McIntyre adds that historically, the application of what lot coverage is has not been consistent. If you look back, it appears that sometime just buildings were considered, sometimes they considered the deck and sometimes they didn't consider the deck.

Chair Lanam goes on to question where did we miss on this one? He and Carmen (Avantini) were assured the numbers were there. Perhaps we can ask Carmen.

Commissioner Joseph adds that this should be a lesson for the future.

The conversation continues – reviewing the numbers/percentages on the report that was presented by Patrick.

Commissioner Kopkowski clarifies that we are currently at 25% and we want to go to 30% for a House with a shed or with a detached garage and then go up to 35% which includes your driveway, a pool, a patio or a deck.

**Closing Public Hearing, Items #1, #2 and #3 – 8:09 p.m.**

- 2. Motion to deny the consideration of the zoning order amendment for Maximum Percent of Lot Area Covered by All buildings from 25% to 30% in the R1-A:RM-3 Districts.**

**Motion by Bradley, Second by Kopkowski**

Voice Vote: Ayes: Unanimous

Nays: None

**Motion Approved**

- 2. Consideration of Zoning Ordinance Amendment for Maximum Percent of Lot Coverage of Impervious Surfaces to 35% in the R1-A:RM-3 Districts.**

**Motion to Consideration of Zoning Ordinance Amendment for Maximum Percent of Lot Coverage of Impervious Surfaces to 35% in the R1-A:RM-3 Districts.**

**Motion by Kopkowski, Second by Joseph**

Voice Vote: Ayes: Unanimous

Nays: None

**Motion Approved**

- 3. Consideration of Zoning Ordinance Amendment to Sec 102-457 “Notes to Schedule of Regulations” to include subsection (0) “Impervious surfaces including, but not limited to: Pools, un-enclosed decks, enclosed-decks, sheds, at-grade patios, raised patios, pergolas, and any other artificial structure covered by impervious materials such as**

asphalt, concrete, brick, and stone that limits infiltration and natural groundwater recharge.”

**Motion to recommend to Council the Consideration of Zoning Ordinance Amendment to Sec 102-457 “Notes to Schedule of Regulations” to include subsection (0) “Impervious surfaces including, but not limited to: Pools, un-enclosed decks, enclosed-decks, sheds, at-grade patios, raised patios, pergolas, and any other artificial structure covered by impervious materials such as asphalt, concrete, brick, and stone that limits infiltration and natural groundwater recharge.”**

**Motion by Bradley, Second by Joseph**

Voice Vote: Ayes: Unanimous

Nays: None

**Motion Approved**

**New Business: None**

**Old Business: None**

**Tabled Items: None**

**Planning Consultant Report:**

Parkside Apartments has re-submitted the site plans for their development. McIntyre goes on to discuss Thomasville. She states that they were at Council. The applicant had another meeting with herself and Patrick to explain to them that it is very important to provide as much information to Council as possible. Additional elevations were added with much more variations as the Planning Commission had suggested.

### **Staff Report:**

Patrick stated that they have had more discussion regarding the Memorial Parking Lot. Also, Heinanen Engineering has added a base to install a large Christmas Tree for this season.

### **Adjournment:**

#### **Approval to Adjourn**

#### **Motion by Bradley, Second by Mosier**

Voice Vote:     Ayes: Unanimous  
                     Nays: None

**Motion Approved – Meeting Adjourned – 8:20 p.m.**

\_\_\_\_\_  
Scott Lanam, Chairman

\_\_\_\_\_  
Judy Pieper, Recording Secretary

\_\_\_\_\_  
Steve Mosier, Secretary



## CIB PLANNING

Community Image Builders

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February 7, 2017

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

Attention: Megan Blaha, Zoning Administrator

At the Planning Commission's request, CIB Planning has looked at options to modify the *development standards for lot coverage* in the RA-1, R1, R2, R3, and RT zoning districts. Over the past year, the City has seen an increase in the number of variance requests for lot coverage in these districts. The following information provides the Planning Commission examples from other communities and possible options/ amendments to allow additional lot coverage.

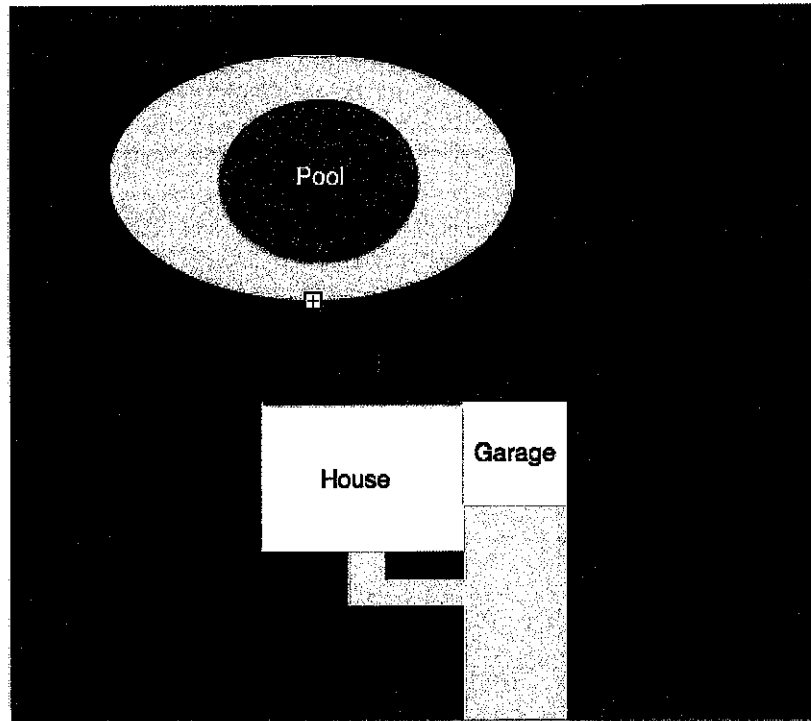
The City of South Lyon housing inventory is varied and contains two story residential structures on small lots surrounding the downtown (Lake Street and Lafayette); ranch-style residential structures on compact lots, and two story housing on "suburban-style" larger.

Varied Zoning districts and standards have been applied to residential areas of the City as it has developed over more than 100 years. As family lifestyles and housing trends continue to evolve, larger building footprints (i.e., additional rooms and bathrooms) are more common place in the single family districts. Residents not only want larger footprints, but also desire accessory buildings and structures including: garages (multi-bay), patios, decks, swimming pools, patios, sheds, pergolas, and covered breezeways. Community planners recognize the need to address development standards that no longer satisfy the needs of residents.

CIB Planning reviewed variance requests for lot coverage in the single family residential districts over the past few years. While a majority of those requests came from Charleston Park (a consent judgement development with limited lot sizes and large housing footprints), other neighborhoods are equally affected.

### **What is Lot Coverage?**

Generally speaking, lot coverage is the percent of the total lot covered by buildings and impervious surfaces. For example, houses, garages, sheds, gazebos, swimming pools, and covered patios all count as part of lot coverage.



Lot Coverage calculations may include house, garage, deck, pool, patio, driveway, and walk.

### **Current Lot Coverage Standards for Residential Districts**

In single and two-family residential zoning districts, the maximum lot coverage is 25 percent. This requirement applies to all lot sizes within the district, regardless of whether the lot meets the current standards or is non-conforming. Twenty-five percent lot coverage maximum is a fairly standard requirement throughout Southeast Michigan communities, however, communities with rapid residential development are increasing this standard to as much as 40 percent.



### City of South Lyon Zoning Ordinance Requirements, Section 102-456

Residential District	Minimum Lot Size (square feet)	Lot Coverage Maximum	Lot Coverage Maximum by All Buildings in Square Feet
R1-A	15,000	25%	3,750
R-1	12,000	25%	3,000
R-2	10,000	25%	2,500
R-3	8750	25%	2,187.5
RT	4,000	25%	1,000

In order to increase the lot coverage area on residential parcels, a zoning ordinance amendment or revision is required. If desired, there are several different ways to accommodate an increase in lot coverage. CIB Planning will present 3 options: make changes to the definitions pertaining to lot coverage; change lot coverage requirements based on districts and/or lot sizes; and differentiate between *lot coverage* and *impervious surface cover* and establish standards.

#### Option 1: Definitions

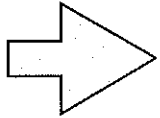
The current City of South Lyon Zoning Ordinance Bulk Height Density Requirements prescribes the “*maximum percentage lot coverage by all buildings*” not exceed 25%.

Our ordinance definition of **lot coverage** is:

*Lot coverage means the part or percent of the lot occupied by buildings including accessory buildings and including but not limited to: patios, decks, pools and similar structures.*

In reviewing numerous Michigan communities, there is no consistent definition for what is included in lot coverage. For example, the *City of Wixom* includes any part or percent of a lot covered by buildings and accessory buildings. *Holland, Michigan* includes buildings, accessory buildings, enclosed porches, car ports, and decks. It does not include steps and does not address pools or patios. *East Grand Rapids, Michigan* includes buildings and structures that do not absorb rainwater- i.e. pavement, patios, and decks. In looking at communities around the United States,

*Arlington, Virginia* includes buildings, driveways, parking spaces, pools, and pergolas in lot coverage calculations.



**To consider:**

The Planning Commission can redefine what is included and not included in lot coverage.

- Buildings
- Accessory Buildings
- Garages (attached and unattached)
- Porch
- Deck
- Patio
- Balcony
- Covered Breezeway
- Driveways and parking pads
- Pools/Spas
- Steps
- Walkways to residence

By specifying what is and what is not included in lot coverage, it may/may not be necessary to increase the lot coverage maximum by 25%. This will only require a change to the definition of lot coverage.

## **Option 2: Increase Lot Coverage**

The City's lot coverage maximum is 25% throughout all the single family and two-family residential districts. This maximum coverage standard is the same for the 15,000 square foot lot or a 6,000 square foot lot.

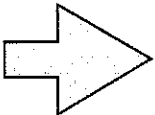
CIB Planning looked at a number of Southeast Michigan communities to compare requirements.

### Lot Cover Maximum

Lot Size (square feet)	South Lyon	Northville	Birmingham	Ferndale	Green Oak Township
12,000	25%	35%			30%
10,000	25%	40%			
9,000			30%		
8,750	25%				
7,200		35%			30%
6,000	25%		30%	35%	

Some of the surveyed communities based their lot coverage on the zoning district while others based it on the parcel size (irrespective of the zoning district).

The cities of East Grand Rapids, Berkely, and Royal Oak all have a percentage maximum that applies to all residential properties, regardless of zoning district. These maximums range from 35% to 50%. This is similar to South Lyon's max coverage being the same percentage across all single and two-family residential districts, however the surveyed communities' percentage maximum is greater.



**To consider:**

1. Should the Planning Commission want to increase the percentage of lot coverage, how much of an increase? Should this apply to all single and two-family residential zoning districts?
2. Should a maximum percentage be based on the zoning district or the size of the existing lot?

### Option 3: Lot Coverage and Impervious Coverage

Some communities have coverage standards for both lot coverage and impervious coverage, clearly defining and distinguishing between the two. This allows flexibility in coverage depending upon the structure(s) or improvement(s) on the parcel.

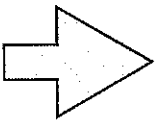
In making this distinction, one standard may apply to lot coverage and an additional standard for impervious coverage. For example: a community may allow a 25%

maximum lot coverage, but allow a 30% maximum impervious surface coverage. Green Oak Township has requirements for lot coverage and impervious cover.

The following are examples of definitions and distinctions:

Lot cover may be strictly defined as buildings and accessory buildings, while impervious cover may include buildings, accessory buildings plus driveways, porches, patios, decks, pools, walkways, etc.

Impervious cover may be defined as any structure, surface or improvement that reduces and/or prevents absorption of storm water into land. Porous paving, paver blocks, gravel, crushed stone, crushed shell, elevated structures (decks), and other similar structures, surfaces or improvements are considered impervious cover. Grass, lawns or any other vegetation are not considered impervious cover.



**To consider:**

What should be included in the definition of lot coverage and impervious cover?  
(This will require definition changes as well as a new requirement of impervious surface be added to the Bulk Density, Height Requirements).

CIB Planning will further discuss lot coverage at the next Planning Commission meeting, February 9, 2017. Should you have any questions before that time, please do not hesitate to contact us.

Sincerely,

**CIB PLANNING**

Carmine P. Avantini, AICP

**CITY OF SOUTH LYON  
PLANNING COMMISSION  
NOTICE OF PUBLIC HEARING**

**NOTICE** is hereby given that that the City of South Lyon Planning Commission will hold a Public Hearing on **Thursday, August 9th at 7:00 p.m.** at the South Lyon City Hall located at 335 S. Warren Street, South Lyon, Michigan to consider the following proposed Zoning Ordinance Amendment:

An Ordinance to amend the City of South Lyon Code of Ordinances, Article VII "Supplementary District Regulations", Division 2 "Height, Bulk, Density and Area Limitation", Sec 102-456 "Schedule Limiting height, bulk, density and area by zoning district" to the Maximum Percent of Lot Area Covered By All Buildings from 25% to 30% in the R1-A, R-1, R-2, R-3, RT, RM-1, RM-2, and RM-3 Districts.

An Ordinance to amend the City of South Lyon Code of Ordinances, Article VII "Supplementary District Regulations", Division 2 "Height, Bulk, Density and Area Limitation", Sec 102-456 "Schedule Limiting height, bulk, density and area by zoning district" to the Maximum Percentage of Lot Coverage of Impervious Surfaces to 35% in R1-A, R-1, R-2, R-3, RT, RM-1, RM-2, and RM-3 Districts.

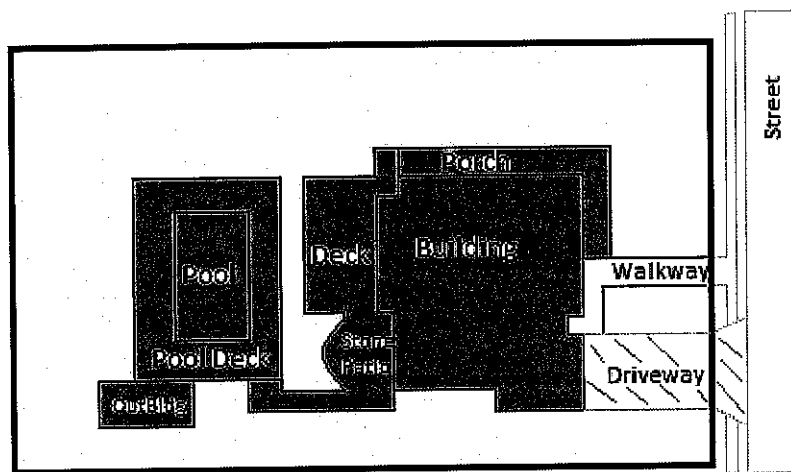
An Ordinance to amend the City of South Lyon Code of Ordinances, Article VII "Supplementary District Regulations", Division 2 "Height, Bulk, Density and Area Limitation", Sec 102-457 "Notes to Schedule of Regulations" to include subsection (o) "Impervious surfaces including, but not limited to: pools, un-enclosed decks, enclosed-decks, sheds, at-grade patios, raised patios, pergolas, and any other artificial structure covered by impervious materials such as asphalt, concrete, brick, and stone that limits infiltration and natural groundwater recharge."


All interested persons are invited to attend. Any comments can be directed to the Planning Commission at this public hearing and written comments may be submitted to the Clerk's Office at 335 S. Warren Street, South Lyon, Michigan 48178 until the close of business on the date of the public hearing.

The proposed Ordinance is available for inspection in the Clerk's Office at City Hall during regular business hours. For further information or to make arrangements for accessibility and impairment concerns, please contact the City Clerk at (248) 437-1735.

Lisa Deaton,  
City Clerk  
Published \_\_\_\_\_, 2018

Current



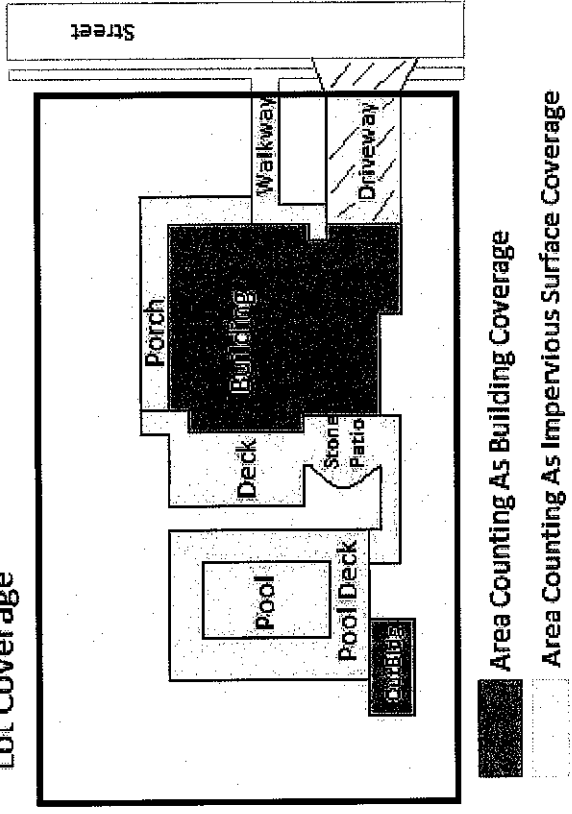
 Area counting as Building Coverage

Administrative Staff Research (Lot Coverage Analysis): Summary of Documents

- 1.) Comparative Review of Lot Coverage Standards by Community
- 2.) Historical Review of Zoning Board of Appeals Cases
- 3.) Spatial/Quantitative Review of Existing Lot Coverage within the City of South Lyon

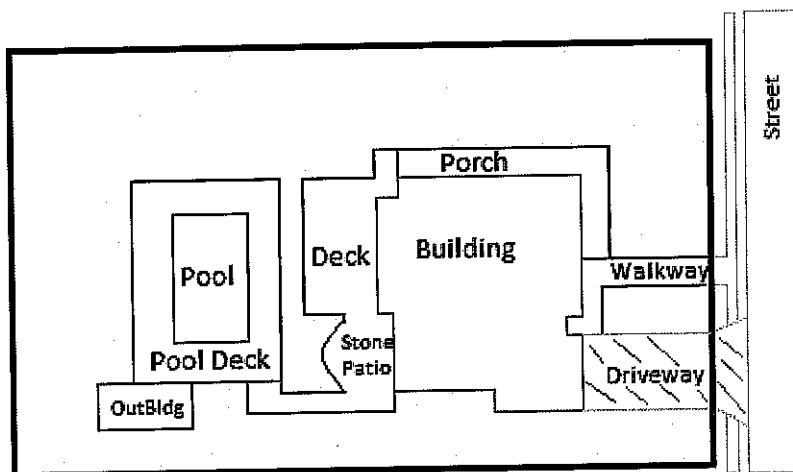
Proposed

Lot Coverage





Example

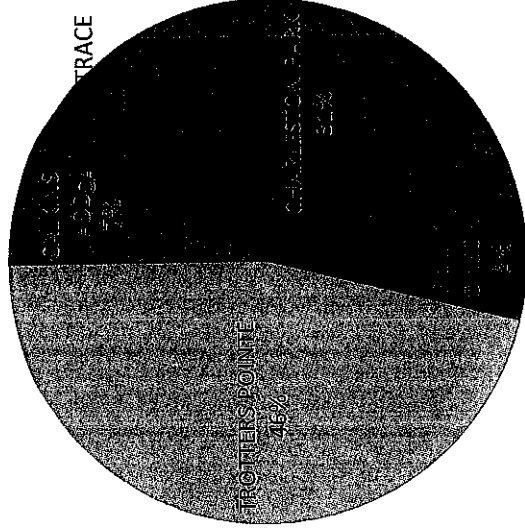


Community	Population	Density (sq mi)	R-1	R-2	R-3	RT	RM-1	RM-2	RM-3	MH Mobile Home
			-	-	-	-	-	-	-	
City of South Lyon	11,327	3,000	25%	25%	25%	25%	25%	25%	25%	30%
City of Novi	59,211	1,555	25%	25%	25%	25%	25%	45%	-	-
City of Wixom	13,498	1,400	25%	30%	30%	30%	30%	30%	-	-
Lyon Twp	14,545	352	20%	25%	25%	-	25%	25%	-	-
City of Pontiac	59,698	3,318	15%	25%	28%					
City of Fenton	11,756	1,613	30%	30%	30%	30%	35%	35%	-	-
City of Northville	14,541	3,344	30%	30%	35%	30%	50%	50%	30%	30%
Northville Twp	28,708	1,700	25%	25%	25%	-	20%	20%	-	-
City of Brighton	7,444	1,857	25%	25%	30%	25%	35%	40%	-	-
City of Farmington	10,372	3,900	25%	25%	40%	-	35%	35%	35%	-
City of Walled Lake	6,999	2,957	30%	30%	-	35%	35%	35%	35%	35%
City of Grand Blanc	8,276	2,197	25%	25%	25%	25%	25%	25%	25%	-
City of Saline	8,810	1,736	30%	30%	30%	30%	40%	40%	-	-
City of Plymouth	9,132	4,100	35%	-	-	30%	-	-	-	-
City of Howell	9,489	2,246	30%	30%	30%	30%	30%	30%	-	-
Village of Beverly Hills	10,267	2,600	-	-	-	-	30%	-	-	-
Holly Township	11,362	288	20%	20%	20%	20%	-	-	-	-
City of Clawson	11,825	5,787	35%	35%	35%	35%	30%	20%	-	-
City of Rochester	12,711	2,711	30%	30%	30%	30%	-	-	-	-
City of Berkley	14,970	5,700	35%	35%	35%	35%	35%	35%	35%	-
City of Hazel Park	16,422	5,800	35%	35%	40%	-	40%	40%	40%	-

Ave	16,732	2,770	28%	28%	30%	29%	32%	33%	32%	32
(+/-)	(5,405)	230.43	-2%	-3%	-5%	-4%	-7%	-8%	-7%	-2

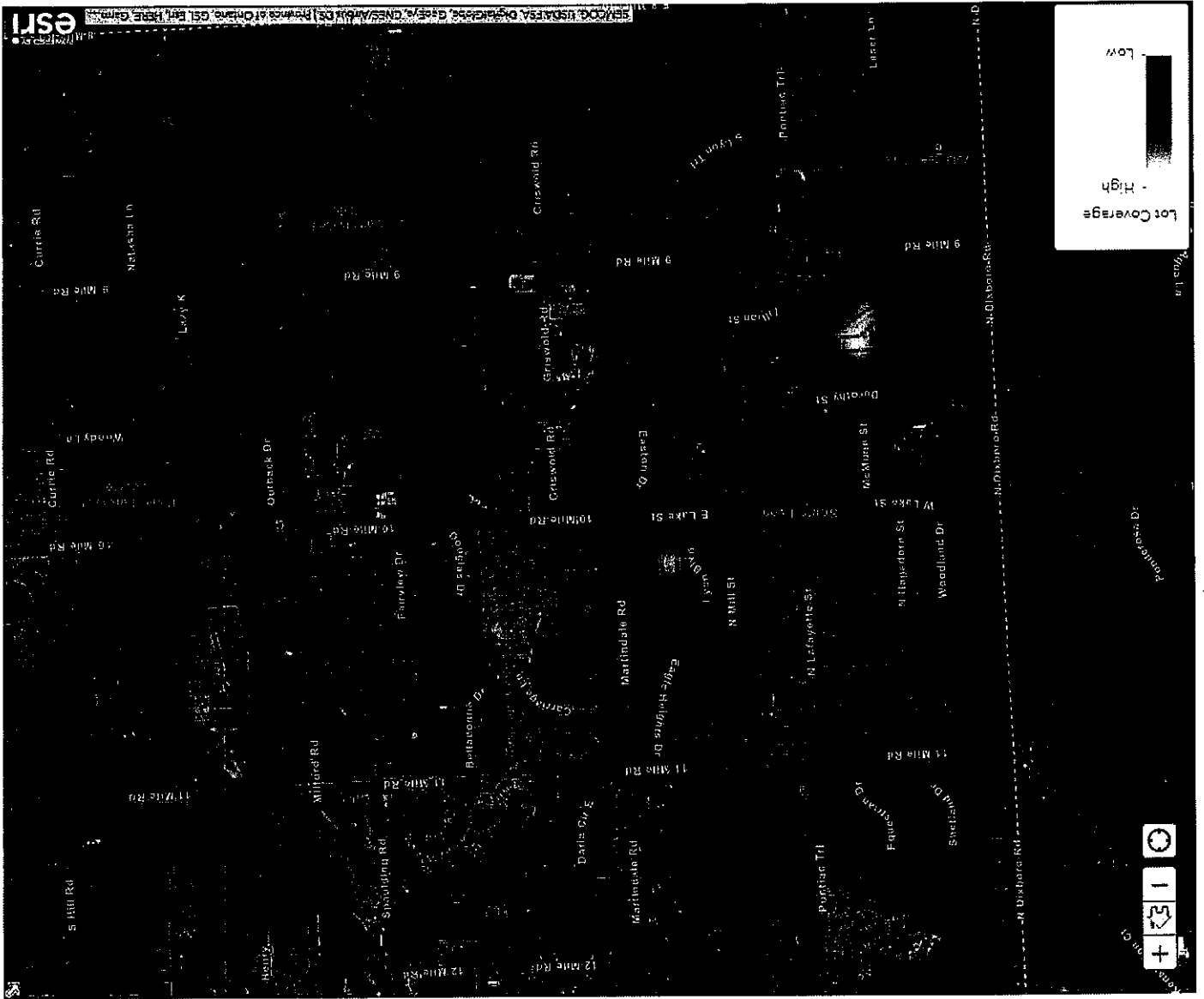
# Location of Dimensional Variances Granted Approval to Max Lot Coverage Standard (2016-2018)

Case#:	Sub:
2017-004	CALKINS ADD
2018-002	CARRIAGE TRACE
ZBA 10-21-10	CHARLESTON PARK
ZBA 08-18-11	CHARLESTON PARK
2016-007	CHARLESTON PARK
2018-004	CHARLESTON PARK
2016-009	FRANK GIBSON
2016-006	TROTTERS POINTE
2017-001	TROTTERS POINTE
2017-006	TROTTERS POINTE
2017-007	TROTTERS POINTE
2018-003	TROTTERS POINTE
2018-005	TROTTERS POINTE



# of ZBA Cases over past two years	25
# of ZBA Cases w/% Max Standards	11
	<b>44%</b>
# of ZBA Cases Since 2010	71
# of ZBA Cases w/% Max Standards	13

Existing Lot Coverage: Hot Spot Zones



1 2 3 4





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Date:	Case#:	Address:	City	State	Zip	Request:	Variance % requested	Resulting
1/21/2010	ZBA 10-21-10	217 Cuyahoga Ct.	South Lyon	MI	48178	Section 102-456: Maximum % of Lot Area	15.00%	
8/18/2011	ZBA 08-18-11	225 Cuyahoga Ct.	South Lyon	MI	48178	Section 102-456: Maximum % of Lot Coverage	2.00%	
8/18/2016	2016-006	1158 Chestnut Lane	South Lyon	MI	48178	Section 102-456: Lot Coverage	10.00%	
9/15/2016	2016-007	439 Amelia Circle	South Lyon	MI	48178	Section 102-456: Lot Coverage	2.00%	
12/15/2016	2016-009	301 Gibson	South Lyon	MI	48178	Section 102-456: Lot Coverage	7.00%	
2/16/2017	2017-001	1137 Equestrian	South Lyon	MI	48178	Section 102-456: Maximum % of Lot Coverage	3.24%	
6/15/2017	2017-004	21-30-234-013	South Lyon	MI	48178	Section 102-456: Maximum % of Lot Coverage	10.90%	
8/17/2017	2017-006	1207 Corral Ln	South Lyon	MI	48178	Section 102-456: Maximum % of Lot Coverage	6.86%	
8/17/2017	2017-007	1102 Polo Dr	South Lyon	MI	48178	Section 102-456: Maximum % of Lot Coverage	11.16%	
4/19/2018	2018-002	1336 Buckboard Cir	South Lyon	MI	48178	Section 102-456: Maximum % of Lot Coverage	8.00%	
6/21/2018	2018-003	1123 Colt Dr	South Lyon	MI	48178	Section 102-456: Maximum % of Lot Coverage	6.50%	
7/19/2018	2018-004	146 Singh Blvd	South Lyon	MI	48178	Section 102-456: Maximum % of Lot Coverage	3.50%	
7/19/2018	2018-005	1168 Horseshoe Dr	South Lyon	MI	48178	Section 102-456: Maximum % of Lot Coverage	6.00%	





[illegible]





[illegible]

21307600	81 WESTBILLS DR	0.245	10672.20	2325.03	21.91%	415.05	1492.27	4%	2659.25	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307601	1071 SHELTON DR	0.24	10672.20	2327.00	21.91%	401.05	1493.20	4%	2613.00	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307602	129 CALHOUN ST	0.110	5183.64	1094.00	21.10%	201.91	720.21	4%	1250.91	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307603	129 UNIVERSITY AVE	0.121	5611.37	1201.00	21.10%	201.91	720.21	4%	1250.91	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307604	1191 WESTBROOK DR	0.193	8407.08	1714.00	21.10%	327.77	1146.45	4%	1875.00	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307605	117 HIDDEN CREEK DR	0.372	13845.32	2495.00	21.10%	464.00	1650.00	4%	2652.00	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307606	117 HIDDEN CREEK DR	0.372	13845.32	2495.00	21.10%	464.00	1650.00	4%	2652.00	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307607	117 HIDDEN CREEK DR	0.172	7482.32	1579.00	21.07%	224.08	1042.31	4%	1852.00	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307608	1011 STABLE LN	0.172	7482.32	1579.00	21.07%	224.08	1042.31	4%	1852.00	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307609	117 HIDDEN CREEK DR	0.197	8531.32	1625.00	21.07%	337.33	1195.45	4%	2145.33	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307610	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307611	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307612	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307613	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307614	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307615	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307616	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307617	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307618	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307619	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307620	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307621	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307622	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307623	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307624	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307625	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307626	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307627	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307628	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307629	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307630	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307631	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307632	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307633	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307634	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307635	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307636	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307637	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307638	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307639	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307640	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307641	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307642	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307643	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307644	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307645	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307646	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307647	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307648	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307649	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307650	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307651	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307652	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307653	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307654	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307655	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307656	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307657	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307658	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307659	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307660	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307661	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307662	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307663	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307664	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307665	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307666	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307667	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307668	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307669	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307670	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307671	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307672	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%	1171 RPT SEC 20 CALIFORNIA COUNTY CONDOMINIUM PLANNING ACT 12/16/2004	14%
21307673	2228 BROOKFIELD DR	0.193	8407.08	1717.00	21.07%	302.77	1117.48	4%	2017.77	14%</		

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211735001	114 W SURVEY LN	0.201	12575.86	2011.00	15.90%	11529.28	2020.59	9%	2166.09	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735002	114 W SURVEY LN	0.13	10000.00	2335.00	14.50%	1206.30	1735.16	9%	2557.70	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735003	1375 GANES CT	0.05	1876.00	2957.00	15.89%	1710.25	3553.35	9%	4995.25	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735004	1401 CARRIAGE TRACE BLVD	0.12	1855.00	1500.00	15.00%	1500.00	1500.00	9%	1500.00	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735005	407 WINCHESTER ST	0.24	1454.00	1661.00	15.89%	1654.00	1654.00	9%	1654.00	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735006	641 S WINDHAM BROOK DR	0.11	1403.00	1403.00	15.89%	1403.00	1403.00	9%	1403.00	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735007	715 THUNDER TRAIL CT	0.23	1360.00	2145.00	15.89%	2145.00	2145.00	9%	2145.00	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735008	101 WESTVIEW LN	0.20	1200.00	2160.00	15.89%	2160.00	2160.00	9%	2160.00	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735009	705 BAGLEY HEIGHTS DR	0.26	1455.00	1455.00	15.89%	1455.00	1455.00	9%	1455.00	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735010	116 W ARABIAN CT	0.27	1781.20	1863.20	15.89%	1863.20	1863.20	9%	1863.20	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735011	361 WESTBROOK DR	0.04	1607.20	1607.20	15.89%	1607.20	1607.20	9%	1607.20	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735012	411 CHESTNUT LN	0.14	1004.12	1004.12	15.89%	1004.12	1004.12	9%	1004.12	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735013	101 WESTVIEW LN	0.24	1054.00	1860.00	15.89%	1860.00	1860.00	9%	1860.00	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735014	621 W CHESTNUT LN	0.12	1226.28	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735015	776 NORTCHESTER ST	0.25	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735016	826 NICHOLSON CREEK DR	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735017	270 WINDHAM DR	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735018	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735019	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735020	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735021	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735022	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735023	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735024	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735025	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735026	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735027	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735028	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735029	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735030	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735031	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735032	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735033	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735034	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735035	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735036	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735037	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735038	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735039	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735040	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735041	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735042	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735043	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735044	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735045	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735046	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735047	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735048	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735049	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735050	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735051	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735052	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735053	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735054	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735055	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735056	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735057	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735058	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735059	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735060	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735061	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735062	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735063	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735064	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735065	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100
211735066	125 WESTVIEW LN	0.29	1257.00	2371.28	15.89%	2371.28	2371.28	9%	2371.28	151%	FHN REC SEC 20 OHIO COUNTY CONDOMINIUM PLANNED 1175 CARRIAGE TRACE UNIT 11, 1167 P 212 2-20-01 P 1	100







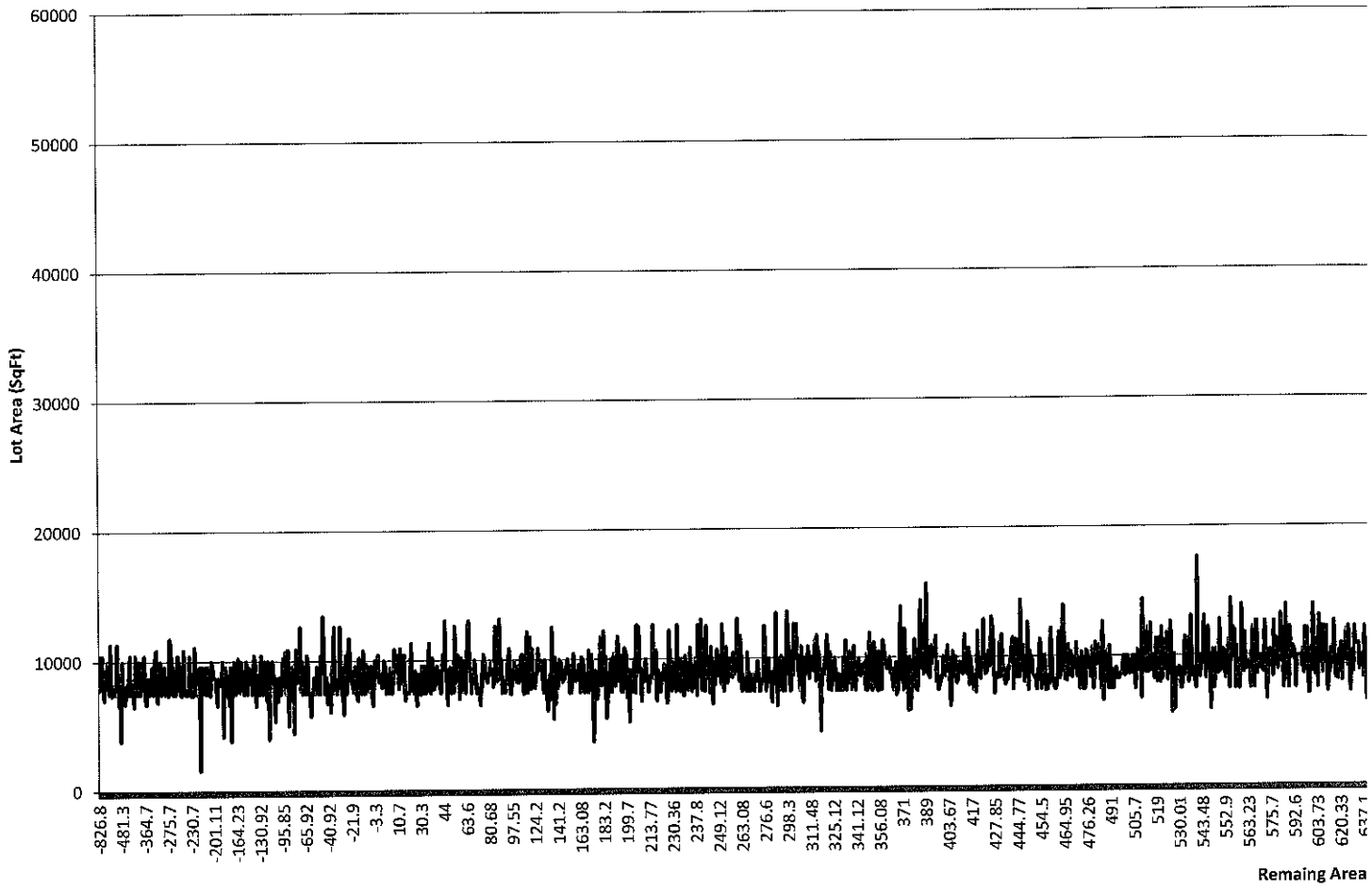
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Current:		
	#	Ave %
Total RES. w/25% or Greater Lot	283	11%
Total RES. Between 23-25%	228	9%
Total RES. Between 20-23%	476	19%
Total RES. Between 18-20%	414	16%
Total RES. Between 16-18%	374	15%
Total RES. Between 13-16%	407	16%
Total RES. Between 10-13%	234	9%
Total RES. Between 0-10%	139	5%
Total RES. Parcels	2543	

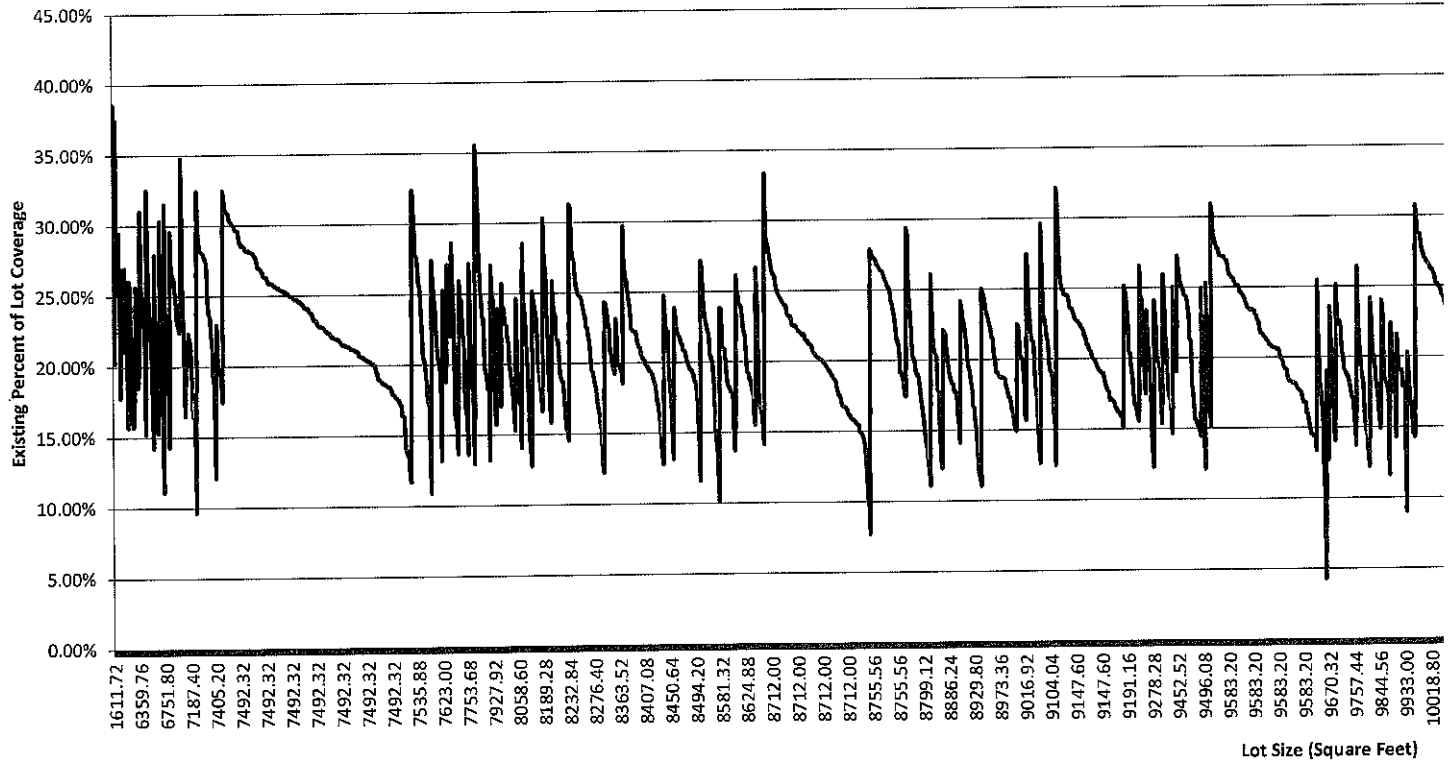
Properties by Development/Sub

Name			Average Existing		Average Lot Size	
	# of Units	%	Coverage (%)	%	(SqFt)	%
TROTTERS POINTE	336	13%	20.57%	2%	10879.63	-10%
KNOLLS OF SOUTH LYON	22	1%	24.30%	6%	8811	-27%
CHARLESTON PARK	72	3%	22.70%	4%	10472.55	-13%
CARRIAGE TRACE	190	7%	17.29%	-1%	15898.84	32%
Other	2542	24%	18.53%		12026.84	

Lot



Current



44112  
24829.2  
20473.2  
19166.4  
17816.04  
16988.4  
16117.2  
15550.92  
14810.4  
14374.8  
13939.2  
13503.6  
13068  
13024.44  
12632.4  
12545.28  
12196.8  
12196.8  
11761.2  
11717.64  
11325.6  
11238.48  
11020.68  
10890  
10715.76  
10454.4  
10454.4  
10454.4  
10236.6  
10018.8  
10018.8  
10018.8  
9975.24  
9801  
9583.2  
9583.2  
9583.2  
9408.96  
9191.16  
9147.6  
9060.48  
8973.36  
8886.24  
8755.56  
8712



Date:	Case#:	Address:	City	State	Zip	Request:	Variance % requested	Resulting Lot Coverage	Description
1/21/2010	ZBA 01-21-10	432 Washington St	South Lyon	MI	48178	Section 102-456:	-	-	To allow
1/21/2010	ZBA 10-21-10	217 Cuyahoga Ct.	South Lyon	MI	48178	Section 102-456: Maximum % of Lot Area	15.00%	40.00%	Seeking
4/21/2011	ZBA 04-21-11	564 Clarks Ct.	South Lyon	MI	48178	Section 18-639 (a): Refrigeration equipment	-	-	The app
4/21/2011	ZBA 10-21-11	237 Winchester	South Lyon	MI	48178	Section 18-135: Fence Setback	-	-	The app
6/16/2011	ZBA 06-16-11	472 Princeton	South Lyon	MI	48178	Section 102-108: Deck Setback	-	-	The app
6/16/2011	ZBA 06-16-11	472 Princeton	South Lyon	MI	48178	Section 102-456: Rear yard setback	-	-	The app
7/21/2011	ZBA 07-21-11	214 Easton	South Lyon	MI	48178	Section 102-456: Rear yard setback	-	-	The app
8/18/2011	ZBA 08-18-11	225 Cuyahoga Ct.	South Lyon	MI	48178	Section 102-456: Maximum % of Lot Coverage	2.00%	27.00%	The app
9/15/2011	ZBA 09-15-11	Princeton Drive	South Lyon	MI	48178	Section 70-6: Entranceway Sign Location	-	-	The app
4/19/2012	ZBA 04-19-12	300 Dorothy St	South Lyon	MI	48178	Section 70-6 (b): Sign Height	-	-	The City
8/16/2012	ZBA 08-16-12	1132 Polo Drive	South Lyon	MI	48178	Section 102-456: Rear yard setback	-	-	The app
8/16/2012	ZBA 08-16-12	411 Dorothy	South Lyon	MI	48178	Section 102-456: Rear yard setback	-	-	The app
8/16/2012	ZBA 08-16-12	411 Dorothy	South Lyon	MI	48178	Section 102-456: Side yard setback	-	-	The app
8/16/2012	ZBA 08-16-12	330 Reese St	South Lyon	MI	48178	Section 102-456: Front yard setback	-	-	The app
8/16/2012	ZBA 08-16-12	550 N Mill St	South Lyon	MI	48178	Section 102-457 (k): Maximum overall Height	-	-	The app
8/16/2012	ZBA 08-16-12	550 N Mill St	South Lyon	MI	48178	Section 102-456: Rear yard setback	-	-	The app
9/20/2012	ZBA 09-20-12	1318 Buckboard Cir	South Lyon	MI	48178	Section 102-456: Rear yard setback	-	-	Rear ya
9/20/2012	ZBA 09-20-12	1132 Cantor	South Lyon	MI	48178	Section 102-456: Rear yard setback	-	-	7' Rear
10/18/2012	ZBA 10-18-12	550 N Mill St	South Lyon	MI	48178	Section 102-457 (k): Maximum overall Height	-	-	The app
10/18/2012	ZBA 10-18-12	550 N Mill St	South Lyon	MI	48178	Section 102-456: Rear yard setback	-	-	The app
6/20/2013	2013-002	783 Westbrooke Dr	South Lyon	MI	48178	Section 102-456: Rear yard setback	-	-	Applica
6/20/2013	2013-003	1011 Oxford	South Lyon	MI	48178	Section 102-431: Maximum square footage f	-	-	96 sqft
7/15/2013	2013-004	1132 Polo Drive	South Lyon	MI	48178	Section 102-456: Rear yard setback	-	-	The app
8/15/2013	2013-005	304 East Lake	South Lyon	MI	48178	Section 102-456: Front yard setback	-	-	Porch-f
10/17/2013	2013-006	428 Ada St.	South Lyon	MI	48178	Section 102-431: Maximum square footage f	-	-	To allo
12/19/2013	2013-007	264 Gibson St.	South Lyon	MI	48178	Section 102-108: Deck Setback	-	-	The rec
1/16/2014	2013-007	264 Gibson St.	South Lyon	MI	48178	Section 102-108: Deck Setback	-	-	The rec
7/14/2014	2014-001	1264 Buckboard Cir	South Lyon	MI	48178	Section 102-108: Deck Setback	-	-	6' Priv
5/21/2015	2015-001	649 Covington	South Lyon	MI	48178	Section 18-135: Front yard Setback	-	-	6' Priv
6/18/2015	2015-001	649 Covington	South Lyon	MI	48178	Section 18-135: Front yard Setback	-	-	Varian
6/18/2015	2015-002	640 S Lafayette	South Lyon	MI	48178	Section 70-7(3): Additional sign standards f	-	-	Varian
7/16/2015	2015-003	420 Lyon Court	South Lyon	MI	48178	Section 102-431: Maximum square footage f	-	-	Varian
7/16/2015	2015-004	676 Center Ridge	South Lyon	MI	48178	Section 102-431: Maximum square footage f	-	-	The ap
8/20/2015	2015-005	475 Washington	South Lyon	MI	48178	Use Variance	-	-	A Sign
2/25/2016	2015-006	600 N Lafayette	South Lyon	MI	48178	Section 70-6 ( c )(1): Sign Dimensional Stand	-	-	The ap
2/25/2016	2015-007	203 University	South Lyon	MI	48178	Section 102-155: Nonconforming Lots	-	-	A Sign
3/17/2016	2015-006	600 N Lafayette	South Lyon	MI	48178	Section 70-6 ( c )(1): Sign Dimensional Stand	-	-	The ap
5/19/2016	2016-002	330 Reese St	South Lyon	MI	48178	Section 102-456: Front yard setback	-	-	The ap
5/19/2016	2016-002	330 Reese St	South Lyon	MI	48178	Section 102-456 (j): Parking Setback	-	-	The ap
5/19/2016	2016-003	415 N Lafayette	South Lyon	MI	48178	Section 102-456 (k): Setback	-	-	Tha ap
7/21/2016	2016-005	204 W Liberty St	South Lyon	MI	48178	Section 18-135(a): Fence Setback (Rear & Sid	-	-	The ap
7/21/2016	2016-005	204 W Liberty St	South Lyon	MI	48178	Section 18-135(b): Fence Setback (Front Yard	-	-	The ap
7/21/2016	2016-004	600 N Lafayette	South Lyon	MI	48178	Section 70-6 ( c )(1): Sign Area	-	-	The ap
7/21/2016	2016-004	600 N Lafayette	South Lyon	MI	48178	Section 70-5(f)(2): Permitted Sign	-	-	The ap
8/18/2016	2016-004	600 N Lafayette	South Lyon	MI	48178	Section 70-6 ( c )(1): Sign Area	-	-	The ap
8/18/2016	2016-004	600 N Lafayette	South Lyon	MI	48178	Section 70-5(f)(2): Permitted Sign	-	-	The ap
8/18/2016	2016-006	1158 Chestnut Lane	South Lyon	MI	48178	Section 102-456: Lot Coverage	10.00%	35.00%	The ap
9/15/2016	2016-007	439 Amelia Circle	South Lyon	MI	48178	Section 102-456: Lot Coverage	2.00%	27.00%	The ap
9/15/2016	2016-004	600 N Lafayette	South Lyon	MI	48178	Section 70-6 ( c )(1): Sign Area	-	-	The ap
9/15/2016	2016-004	600 N Lafayette	South Lyon	MI	48178	Section 70-5(f)(2): Permitted Sign	-	-	The ap
10/20/2016	2016-008	110 University Ave	South Lyon	MI	48178	Section 18-135(b): Fence Setback (Front Yard	-	-	The ap
10/20/2016	2016-008	110 University Ave	South Lyon	MI	48178	Section 18-135 ( c ): Fence Height	-	-	The ap
12/15/2016	2016-009	301 Gibson	South Lyon	MI	48178	Section 102-456: Lot Coverage	7.00%	32.00%	The ap
12/15/2016	2016-010	201 N Lafayette	South Lyon	MI	48178	Section 102-477: Off Street Parking Space La	-	-	The a
12/15/2016	2016-010	201 N Lafayette	South Lyon	MI	48178	Section 102-477(9): Off Street Parking Space	-	-	With :
12/15/2016	2016-010	201 N Lafayette	South Lyon	MI	48178	Section 102-491(5)(a): Plant materials and la	-	-	The a
12/15/2016	2016-010	201 N Lafayette	South Lyon	MI	48178	Section 102-491(4)(a): Plant materials and la	-	-	The a
2/16/2017	2017-001	1137 Equestrian	South Lyon	MI	48178	Section 102-456: Maximum % of Lot Coverage	3.24%	28.34%	The a
2/16/2017	2017-001	1137 Equestrian	South Lyon	MI	48178	Section 102-108: Deck Setback	-	-	The a
2/16/2017	2017-002	1174 Gentry	South Lyon	MI	48178	Section 102-108: Deck Setback	-	-	The a
5/18/2017	2017-003	719 S Lafayette	South Lyon	MI	48178	Section 102-477(9): Off Street Parking Space	-	-	The a
6/15/2017	2017-004	21-30-234-013	South Lyon	MI	48178	Section 102-456: Maximum % of Lot Coverage	10.90%	35.90%	The a
6/15/2017	2017-004	21-30-234-013	South Lyon	MI	48178	Section 102-456: Side yard setback	-	-	The a
8/17/2017	2017-006	1207 Corral Ln	South Lyon	MI	48178	Section 102-108: Deck Setback	-	-	The a
8/17/2017	2017-006	1207 Corral Ln	South Lyon	MI	48178	Section 102-456: Maximum % of Lot Coverage	6.86%	31.86%	The a
8/17/2017	2017-007	1102 Polo Dr	South Lyon	MI	48178	Section 102-456: Maximum % of Lot Coverage	11.16%	36.16%	The a
9/21/2017	2017-008	220 N Mill St	South Lyon	MI	48178	Section 102-457 (k): Maximum overall Height	-	-	The a
4/19/2018	2018-002	1336 Buckboard Cir	South Lyon	MI	48178	Section 102-456: Maximum % of Lot Coverage	8.00%	32.00%	The a
6/21/2018	2018-003	1123 Colt Dr	South Lyon	MI	48178	Section 102-456: Maximum % of Lot Coverage	6.50%	31.50%	The a
7/19/2018	2018-004	146 Singh Blvd	South Lyon	MI	48178	Section 102-456: Maximum % of Lot Coverage	3.50%	28.50%	The a
7/19/2018	2018-005	1168 Horseshoe Dr	South Lyon	MI	48178	Section 102-456: Maximum % of Lot Coverage	6.00%	31.00%	The a

## Sec. 102-3. - Definitions.

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

*Accessory use* or *accessory* means a use which is clearly incidental to, customarily found in connection with, and located on the same zoning lot, unless otherwise specified, as the principal use to which it is related. When "accessory" is used in this text, it shall have the same meaning as accessory use. An accessory use includes, but is not limited to, the following examples:

- (1) Residential accommodations for servants and/or caretakers.
- (2) Outdoor swimming pools, hot tubs and saunas for the use of the occupants of a residence, or their guests.
- (3) Domestic or agricultural storage in a barn, shed, tool room or similar accessory building or other structure.
- (4) A newsstand primarily for the convenience of the occupants of a building, which is located wholly within such building and has no exterior signs or displays.
- (5) Storage of merchandise normally carried in stock in connection with a business or industrial use, unless such storage is excluded in the applicable district regulations.
- (6) Storage of goods used in or produced by industrial uses or related activities, unless such storage is excluded in the applicable district regulations.
- (7) Accessory off-street parking spaces, open or enclosed, subject to the accessory off-street parking regulations for the district in which the zoning lot is located.
- (8) Uses clearly incidental to a main use such as but not limited to: offices of an industrial or commercial complex located on the site of the commercial or industrial complex.
- (9) Accessory off-street loading, subject to the off-street loading regulations for the district in which the zoning lot is located.
- (10) Accessory signs, subject to the sign regulations for the district in which the zoning lot is located.
- (11) Common household gardening in a residential district when located only in the rear yard and/or nonrequired side yard areas.
- (12) Solar panels, wind generators, television reception antenna and air conditioning units.

*Alley* means any dedicated public way affording a secondary means of access to abutting property, and not intended for general traffic circulation.

*Alterations* means any change, addition or modification in construction or type of occupancy, or in the structural members of a building such as walls or partitions, columns, beams or girders, the consummated act of which may be referred to herein as "altered" or "reconstructed."

*Apartments* means a suite of rooms in a multiple-family building arranged and intended for a place of residence of a single family or a group of individuals living together as a single housekeeping unit.

*Apartment, efficiency* means a dwelling unit consisting of not more than one room in addition to kitchen, dining and necessary sanitary facilities.

*Arcade* means a building or structure, or any part thereof, which is devoted to the commercial use of amusement devices, pinball machines, electronic tables featuring pool, billiards, bowling, basketball, football, or the like, or electronic games of skill or dexterity utilizing videotapes or video screen or TV adaptations, etc., automatic sport devices or tables or similar activities for hire, or for amusement.

*Architectural features* means steps, window sills, belt courses, brick and/or wrought iron wing walls, chimneys, architraves, pediments.

*Automobile repair, major* means the general repair, engine rebuilding, rebuilding or reconditioning of motor vehicles; collision service, such as body, frame or fender straightening and repair; and painting of automobiles.

*Automobile repair, minor* means repairs other than major repair including engine tune-up, muffler shops, shock absorber replacement shops, undercoating shops and tire stores.

*Basement* means that portion of a building which is partly or wholly below grade but so located that the vertical distance from the average grade to the floor is greater than the vertical distance from the average grade to the ceiling. A basement shall not be counted as a story.

*Bed and breakfast operations* means a use which is subordinate to the principal use of a dwelling unit as a single-family dwelling unit and a use in which transient guest are provided a sleeping rooms and board in return for payment.

*Berm, obscuring* means an earthen mound of definite height and location to serve as an obscuring device in carrying out the requirements of this chapter.

*Block* means the property abutting one side of a street and lying between the two nearest intersecting streets (crossing or terminating), or between the nearest such street and railroad right-of-way, unsubdivided acreage, lake, river or live stream; or between any of the foregoing and any other barrier to the continuity of development, or corporate boundary lines of the municipality.

*Board* means the zoning board of appeals as established under this chapter.

*Building* means any structure, either temporary or permanent, having a roof supported by columns or walls, and intended for the shelter, or enclosure of persons, animals, chattels, or property of any kind.

*Building height* means the vertical distance from the established sidewalk grade at the center of the front of the building to the highest point of the roof surface of a flat roof, to the deck line for mansard roof and the mean height between the eaves and the ridge for gable, hip and gambrel roofs. Penthouses, towers cupolas, steeples and antennas used only for mechanical operation of the building shall not be included as the height of the building. Where a building is located on sloping terrain, the height may be measured from the average ground level of the grade at the building wall.

*Building line* means a line formed by the face of the building, and for the purposes of this chapter, a minimum building line is the same as a front setback line.

*Building, main or principal* means a building in which is conducted the principal use of the lot on which it is situated.

*Care center dependent housing* means housing units for elderly or infirmed adult persons that provide living and sleeping space with a central kitchen and dining facility.

*Care center independent housing* means housing units for elderly or infirmed adult persons that provide all facilities for independent living in a self sufficient manner.

*Club* means an organization of persons for special purposes or for the promulgation of sports, arts, sciences, literature, politics, or the like, but not operated for profit.

*Collector street (secondary thoroughfare)* means a street used primarily to carry traffic from minor (local) streets to major thoroughfares.

*Condominium subdivision plan* means the site, survey and utility plans; floor plans; and sections, as appropriate, showing the existing and proposed structures and improvements including the location thereof on the land.

*Condominium subdivision (site condominium)* means a method of subdivision where land ownership of sites is regulated by the Condominium Act (P.A. 59 of 1978 as amended, MCL 559.101) as opposed to the Subdivision Control Act of 1967 (MCL 560.101).

Condominium subdivision shall be equivalent to the term subdivision as used in this chapter and chapter 86.

*Convalescent or nursing home* means a structure with sleeping rooms, where persons are housed or lodged and are furnished with meals, nursing and limited medical care.

*Day care center* means a group facility for more than six children which gives care to children away from their homes.

*Day care home (family)* means a one-family dwelling which receives not more than six children for care during the day.

*Day care home for elderly adults* means a one-family dwelling which receives not more than six elderly or infirmed adults, for care during the day.

*Day care home (group)* means a one-family dwelling which receives not more than 12 children for care during the day.

*Development* means the construction of a new building or other structure on a zoning lot, the relocation of an existing building on another zoning lot, or the use of open land for a new use.

*District* means a portion of the incorporated area of the municipality within which certain regulations and requirements or various combinations thereof apply under the provisions of this chapter.

*Drive-in* means an establishment where food, frozen desserts or beverages are sold to the customers in a ready-to-consume state and where the customer consumes food, frozen desserts or beverages in an automobile parked upon the premises or at other facilities provided for customers which are located outside the building.

*Drive-through* means an establishment so developed that some portion of its retail or service character is dependent upon providing a driveway approach and staging area specifically designed for motor vehicles so as to serve patrons while in their motor vehicles, rather than within a building or structure, for carrying out and consumption or use after the vehicle is removed from the premises.

*Dwelling, multiple-family* means a building, or a portion thereof, designed exclusively for occupancy by three or more families living independently of each other.

*Dwelling, one-family* means a building designed exclusively for and occupied exclusively by one family.

*Dwelling, two-family* means a building designed exclusively for occupancy by two families living independently of each other.

*Dwelling density or dwelling unit density* means total land area of all phases of a project created under the open space option, cluster housing option, or multiple family developments as set forth herein excluding any existing road rights-of-way and wetlands, divided by the number of units.

*Dwelling unit* means a building, or portion thereof, designed for occupancy by one family for residential purposes and having cooking facilities.

*Elderly housing, dependent* means a multiple-family housing form with central dining facilities provided as a basic service to each dwelling unit. Each dwelling unit may not contain cooking facilities, but must contain sanitary facilities.

*Elderly housing, independent* means a multiple-family housing form with full facilities for self-sufficiency in each individual dwelling unit.

*Erected.* Built, constructed, altered, reconstructed, moved upon, or any physical operations on the premises which are required for construction, excavation, fill, drainage and the like shall be considered a part of erection.

*Essential services* means the erection, construction, alteration or maintenance of railroads, public utilities or municipal departments of underground, surface, or overhead gas, electrical, steam, fuel or water transmission or distribution systems, collection, communication, supply or disposal systems, including poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm and police call boxes, traffic signals and hydrants in connection herewith, but not including buildings which are necessary for the furnishing of adequate service by such utilities or municipal departments for the general health, safety or welfare.

*Excavation* means any breaking of ground, except common household gardening and ground care.

*Family* means a single individual or individuals, domiciled together whose relationship is of a continuing, nontransient, domestic character and who are cooking and living together as a single, nonprofit housekeeping unit, but not including any society, club, fraternity, sorority, association, lodge, coterie, organization, or group of students or other individuals whose relationship is of a transitory or, seasonal nature or for anticipated limited duration of school terms, rental period, or other similar determinable period of time.

*Farming* means the carrying on of any agricultural activity or the raising of livestock or small animals as a source of income.

*Fence* means a manmade structure constructed for the purpose of or to have the effect of enclosing the area it is constructed upon.

*Fence, ornamental* means a manmade structure the surface area of which is more than 75 percent open. Ornamental fences do not include chainlink fences or fences of wire construction.

*Floor area, residential.* For the purpose of computing the minimum allowable floor area in a residential dwelling unit, the sum of the horizontal areas of each story of the building shall be measured from the exterior faces of the exterior walls or from the centerline of walls separating two dwellings. The floor area measurement is exclusive of areas of basements, unfinished attics, attached garages, breezeways, and enclosed and unenclosed porches.

*Floor area, usable* means, for the purposes of computing parking, that area used for or intended to be used for the sale of merchandise or services, or for use to serve patrons, clients or customers. Such floor area which is used or intended to be used principally for the storage or processing of merchandise, hallways or for utilities or sanitary facilities, shall be excluded from this computation of "usable floor area." Measurement of usable floor area shall be the sum of the horizontal areas of the several floors of the building, measured from the interior faces of the exterior walls.

## FLOOR AREA

*Garage, private* means an accessory building or portion of a main building designed or used solely for the storage of motor-driven vehicles, boats and similar vehicles and such other lawn and home care equipment owned and used by the occupant of the building to which it is accessory.

*Garage sale* means any sale of personal effects, jewelry, or household items, furnishings and equipment belonging to the owner or occupant of the property held in any district by the owner, occupant or his personal representative.

*Gasoline service station* means a place for the dispensing, sale or offering for sale of motor fuels directly to users of motor vehicles, together with the sale of minor accessories and services for motor vehicles but not including major automobile repair.

*Grade* means the ground elevation established for the purpose of regulating the number of stories and the height of buildings. The building grade shall be the level of the ground adjacent to the walls of the building if the finished grade is level. If the ground is not entirely level, the grade shall be determined by averaging the elevation of the ground for each face of the building.

*Greenbelt* means a planting of trees and shrubs to serve as a screening device between abutting land uses.

*Guarantee* means a cash deposit, certified check, irrevocable bank letter of credit, or such other instrument acceptable to the city.

*Hardship* means situations created by circumstances unique to an individual property that do not generally occur to land or buildings in the neighborhood or zoning district of the property in question and which circumstances make the use of such property infeasible under conditions imposed by the zoning ordinance. Hardship shall not include personal or financial hardship or economic disadvantage nor shall it constitute circumstances that are self-created.

*Home occupation* means an occupation carried on by an occupant of a dwelling unit as a secondary use which is clearly subservient to the use of the dwelling for residential purposes.

*Hospice* means a lodging place for the ill where persons are housed and furnished meals and attendant care.

*Hotel* means a building or part of a building, with a common entrance, or entrances, in which the dwelling units or rooming units are used primarily for transient occupancy, and in which one or more of the following services are offered: maid service, furnishing of linen, telephone, secretarial, or desk service, and bellboy service. A hotel may include a restaurant or cocktail lounge, public banquet halls, ballrooms or meeting rooms.

*Improvements* means those features and actions associated with a project which are considered necessary by the municipality to protect natural resources or the health, safety and welfare of the residents of the city, and future uses or inhabitants of the proposed project or project area, including parking areas, landscaping, roadways, lighting, utilities, sidewalks, screening and drainage. Improvements do not include the entire project which is the subject of zoning approval.

*Junk yard* means an area where waste, used or secondhand materials are bought and sold, exchanged, stored, baled, packed, disassembled or handled including but not limited to: scrap iron and other metals, paper, rags, rubber tires and bottles. A "junk yard" includes automobile wrecking yards and includes any open area of more than 200 square feet for storage, keeping or abandonment of junk.

*Kenel, commercial* means any lot or premises on which three or more dogs, cats or other household pets are either permanently or temporarily boarded or bred and raised for remuneration.

*Loading space* means an off-street space on the same lot with a building, or group of buildings, for the temporary parking of a commercial vehicle while loading and unloading merchandise or materials.

*Local street* means a street of limited continuity used primarily for access to abutting properties.

*Lot* means a parcel of land occupied, or intended to be occupied, by a main building or a group of such buildings and accessory buildings, or utilized for the principal use and uses accessory thereto, together with such yards and open spaces as are required under the provisions of this chapter. A lot may or may not be specifically designated as such on public records. Lot shall mean the same as homesite and condominium unit in site condominium developments.

*Lot area* means the total horizontal area within the lot lines of the lot.

*Lot, corner* means a lot where the interior angle of two adjacent sides at the intersection of two streets is less than 135 degrees. A lot abutting upon a curved street or streets shall be considered a corner lot for the purposes of this chapter if the arc is of less radius than 150 feet and the tangents to the curve, at the two points where the lot lines meet the curve or the straight street line extended, form an interior angle of less than 135 degrees.

#### DOUBLE FRONTAGE, INTERIOR AND CORNER LOTS

*Lot coverage* means the part or percent of the lot occupied by buildings including accessory buildings and including but not limited to: patios, decks, pools and similar structures.

*Lot depth* means the horizontal distance between the front and rear lot lines, measured along the median between the side lot lines.

*Lot, interior* means any lot other than a corner lot.

*Lot lines* means the lines bounding a lot as defined herein:

- (1) *Front lot line* means, in the case of an interior lot, that line separating said lot from the street. In the case of a through lot, or corner lot, means that line separating said lot from each street.
- (2) *Rear lot line* means that lot line opposite the front lot line. In the case of a lot pointed at the rear, the rear lot line shall be an imaginary line parallel to the front lot line, not less than ten feet long lying farthest from the front lot line and wholly within the lot.
- (3) *Side lot line* means any lot line other than the front lot line or rear lot line. A side lot line separating a lot from a street is a exterior side lot line. A side lot line separating a lot from another lot or lots is an interior side lot line.

*Lot of record* means a parcel of land, the dimensions of which are shown on a document or map on file with the county register of deeds or in common use by municipal or county officials, and which actually exists as so shown, or any part of such parcel held in a record ownership separate from that of the remainder thereof.

*Lot, through* means any interior lot having frontage on two or more or less parallel streets as distinguished from a corner lot. All yards of said lots adjacent to streets shall be considered frontage, and front yard setbacks shall be provided as required.

*Lot width* means the horizontal straight line distance between the side lot lines, measured between the two points where the front setback line intersects the side lot lines.

*Lot, zoning* means a single tract of land, located within a single block which, at the time of filing for a building permit, is designated by its owner or developer as a tract to be used, developed, or built upon as a unit, under single ownership or control.

A zoning lot shall satisfy this chapter with respect to area, size, dimensions and frontage as required in the district in which the zoning lot is located. A zoning lot, therefore, may not coincide with a lot of record as filed with the county register of deeds, but may include one or more lots of record.

#### LOT WIDTH AND SETBACK

*Main building* means a building in which is conducted the principal use of the lot upon which it is situated.

*Main use* means the principal use to which the premises are devoted and the principal purpose for which the premises exist.

*Major thoroughfare* means an arterial street which is intended to serve as a large volume trafficway for both the immediate municipal area and the region beyond, and is designated as a major thoroughfare, parkway, freeway, expressway or equivalent term on the major thoroughfare plan to identify those streets comprising the basic structure of the major thoroughfare plan.

*Master plan* means the comprehensive community plan including graphic and written proposals indicating the general location for streets, parks, schools, public buildings and all physical development of the municipality, and includes any unit or part of such plan, and any amendment to such plan or parts thereof.

*Mechanical amusement device* means any machine or device which, upon the insertion of a coin, currency, slug, token, plate or disc, operates or may be operated as a game of contest of skill or amusement when the element of skill in such operation predominates over chance or luck. It shall include mechanical, electrical, or electronic video games, mechanical grabbing devices, pinball games, mechanical, electrical, or electronic baseball, football, basketball, hockey and similar sports-type games, mechanical, electrical, or electronic card games, shooting games, target games, or any other machine, device or apparatus which may be used as a game of skill and wherein the player initiates, employs or directs any force generated by such machine, including all games of chance authorized by the State of Michigan.

*Mezzanine* means an intermediate floor in any story occupying not less than one-third of the floor area of such story.

#### BASIC STRUCTURAL TERMS

*Mini storage units* means storage buildings for lease to the general public for storage of personal and household effects and for dry storage of office and business effects not including the warehousing of products or supplies.

*Mobile home* means any building or structure, transportable in one or more sections, which is built on a chassis and designed to be sold as a dwelling with or without permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained in the structure. Mobile home does not include recreational equipment.

*Mobile home park* means a parcel or tract of land under the control of a person upon which three or more mobile homes are located on a continual nonrecreational basis and which is offered to the public for that purpose regardless of whether a charge is made therefor, together with any building, structure, enclosure, street, equipment, or facility used or intended for use incident to the occupancy of a mobile home and those regulated by the State of Michigan Mobile Home Commission.



*Motel* means a series of attached, semi-detached or detached rental units containing a bedroom, bathroom and closet space. Units shall provide for overnight lodging and are offered to the public for compensation, and shall cater primarily to the public traveling by motor vehicle. This definition does not include apartments.

*Municipality* means the City of South Lyon, Michigan.

*Nonconforming structure* means a structure or portion thereof lawfully existing at the effective date of the ordinance from which this chapter is derived, or amendments thereto, and that does not conform to the provisions of the chapter in the district in which it is located.

*Nonconforming use* means a use which lawfully occupied a building or land at the effective date of ordinance from which this chapter is derived, or amendments thereto, and that does not conform to the use regulations of the district in which it is located.

*Nonconforming use or structure, class A* means a nonconforming use or structure which has been designated to be allowed to be perpetuated and improved under the provisions of this chapter.

*Nonconforming use or structure, class B* means a nonconforming use or structure which has been designated to be allowed to be continued within the restricted provisions of this chapter.

*Nuisance factors* means an offensive, annoying, unpleasant or obnoxious thing or practice, a cause or source of annoyance, especially a continuing or repeating invasion of any physical characteristics of activity or use across a property line which can be perceived by or affects a human being, or the generation of an excessive or concentrated movement of people or things, such as, but not limited to:

- (1) Noise;
- (2) Dust;
- (3) Smoke;
- (4) Odor;
- (5) Glare;
- (6) Fumes;
- (7) Flashes;
- (8) Vibration;
- (9) Shock waves, heat;
- (10) Electronic or atomic radiation;
- (11) Objectionable effluent;
- (12) Noise of congregation of people, particularly at night;
- (13) Passenger traffic;
- (14) Invasion of nonabutting street frontage by traffic;
- (15) A burned structure;
- (16) A condemned structure.

*Nursery, plant materials* means a space, building or structure, or combination thereof, for the storage of live trees, shrubs or plants offered for retail sale on the premises including products used for gardening or landscaping. The definition of nursery within the meaning of this chapter does not include any space, building or structure used for the sale of fruits, vegetables or Christmas trees.

*Nursery school* means a facility which has as its main objective a development program for pre-school children and whose staff meets the educational requirements established by the state.

*Nursing home.* See definition of *Convalescent home*.

*Off-street parking lot* means a facility providing off-street vehicular parking spaces and drives or aisles for the parking of more than three vehicles.

*Open storage* means the storage of any materials or objects outside the confines of a building.

*Parking* means, for the purpose of this chapter, the parking of a motor vehicle for short duration, and possessing the element of a vehicle in use, being temporarily parked or placed until it is about to be again put into service or use. Temporary for the purpose of this definition shall be measured by hours or at most by not more than three days.

*Parking space* means an area of definite length and width; said area shall be exclusive of drives, aisles or entrances giving access thereto, and shall be fully accessible for the parking of permitted vehicles.

*Performance standards* means criteria developed to control nuisance factors.

*Pet* means a domesticated animal kept, other than for commercial use, as a companion, for protection, or play.

*Planned commercial center* means a business development consisting of two or more retail outlets characterized by a unified grouping of stores, under common architecture, served by a common circulation and parking system.

*Planned development (PD)* means a specific parcel of land or several contiguous parcels of land, under single ownership and control, for which a comprehensive physical plan has been developed establishing functional use areas, density patterns, and a fixed system of streets, provisions for public utilities, drainage and other essential services, all in accord with the South Lyon Master Plan, and subject to review and approval by the planning commission and city council and which has been, or will be, developed in full accordance with the approved plan.

*Plot plan* means a plan drawn for use in applying for a building permit as required by this chapter.

*Principal use* means the main use to which the premises are devoted and the principal purpose for which the premises exist.

*Public utility* means a person, firm, or corporation, municipal department, board or commission duly authorized to furnish and furnishing under federal, state or municipal regulations to the public: gas, steam, electricity, sewage disposal, communication, telegraph, transportation or water.

*Recreational equipment* means travel trailers, pick-up campers or coaches, motorized dwellings, tent trailers, boats, and boat trailers, snowmobiles, horse trailers, dune buggies, and other similar equipment and conveyances.

*Room.* For the purpose of determining lot area requirements and density in a multiple-family district, a room is a living room, dining room or bedroom, equal to at least 80 square feet in area. A room shall not include the area in kitchen, sanitary facilities, utility provisions, corridors, hallways and storage.

Plans presented showing one-, two- or three-bedroom units and including a "den," "library" or other extra room shall count such extra room as a bedroom for the purpose of computing density.

*Satellite earth station* means a structure designed, intended or used to receive communications or other signals from geostationary, communications satellites or other extraterrestrial sources.

*Setback* means the distance required to obtain minimum front, side or rear yard open space provisions of this chapter. Setbacks for buildings shall be measured from the foundation wall.

*Sign definitions.* The following definitions (1) through (8) are related to signs:

- (1) *Sign* means any announcement, declaration, display, billboard, illustration and insignia when designed and placed so as to attract general public attention. Such shall be deemed to be a single sign whenever the proximity, design, content or continuity reasonably suggests a single unit, notwithstanding any physical separation between parts. "Sign" shall include any banner, bulbs or other lighting devices, streamer, pennant, inflated or deflated membrane device, propeller, flag (other than the official flag of any nation or state) and any similar device of any type or kind whether bearing lettering or not.
- (2) *Accessory sign* means a sign which pertains to the principal use of the premises.
- (3) *Sign area* means the gross surface area within a single continuous perimeter enclosing the extreme limits of a sign, and in no case passing through or between any adjacent elements of same. Such perimeter shall not include any structural or framing elements, lying outside the limits of such sign, and not forming an integral part of the display. For computing the area of any wall sign which consists of letters mounted or painted on a wall, the area shall be deemed to be the area of the smallest rectangular figure which can encompass all the letters and descriptive matter.
- (4) *Billboard* means a nonaccessory sign used for outdoor advertising purposes.
- (5) *Ground sign* means a permanent display sign supported by one or more columns, uprights or braces or mounted directly in and upon the ground surface and having a height not in excess of five feet.
- (6) *Nonaccessory sign* means a sign which does not pertain to the principal use of the premises.
- (7) *Pylon sign* means a display sign supported by one or more columns, uprights or braces in the ground surface and having a height in excess of five feet.
- (8) *Wall sign* means a display sign which is painted on or attached directly to the building wall.

*Single housekeeping unit* means all of the associated rooms in a dwelling unit available to and occupied by all of the occupants with an single set of cooking facilities also available to and utilized by all of the occupants of the dwelling unit.

*Site condominium definitions.* The following definitions (1) through (12) are related to site condominiums:

- (1) *Condominium Act* means Act 59, Public Acts of 1978, as amended.
- (2) *Condominium documents* means the master deed, recorded pursuant to the Condominium Act, and any other instrument referred to in the master deed or bylaws which affects the rights and obligations of a co-owner in the condominium.
- (3) *Condominium subdivision plan* means the drawings and information prepared in accordance with section 66 of the Condominium Act.
- (4) *Condominium unit* means the portion of a condominium project designed and intended for separate ownership and use, as described in the master deed.
- (5) *Condominium master deed* means the final amended master deed for a contractible or expandable condominium project, or a condominium project containing convertible land or convertible space, which final amended master deed fully describes the condominium project as completed.
- (6) *Contractible condominium* means a condominium project from which any portion of the submitted land or buildings may be withdrawn in accordance with this chapter and the Condominium Act.

- (7) *Conversion condominium* means a condominium project containing condominium units some or all of which before the filing of a notice of taking reservations under section 7 of the Condominium Act.
- (8) *Expandable condominium* means a condominium project to which additional land may be added in accordance with this chapter and the Condominium Act.
- (9) *Master deed* means the condominium document recording the condominium project to which are attached as exhibits and incorporated by reference the bylaws for the project and the condominium subdivision plan for the project, and all other information required by section 8 of the Condominium Act.
- (10) *Notice of proposed action* means the notice required by section 71 of the Condominium Act, to be filed with the city and other agencies.
- (11) *Site condominium* means a condominium development containing residential, commercial, office, industrial, or other structures for uses permitted in the zoning district in which located, in which each co-owner owns exclusive rights to a parcel of land herein defined as a condominium unit, as described in the master deed, as well as a described space in a building located on a condominium unit.
- (12) *Yards, condominium subdivisions (site condominiums)*:
  - a. Front yard setback shall be equal to the distance between the front yard area line and the condominium dwelling.
  - b. Rear yard setback shall be equal to the distance between the rear yard area line and the condominium dwelling.
  - c. Side yard setback shall be equal to the distance between the side yard area line and the condominium dwelling.

#### SITE CONDOMINIUM TERMINOLOGY

*Story* means that part of a building, except a mezzanine as defined herein, included between the surface of one floor and the surface of the next floor, or if there is no floor above, then the ceiling next above. A basement shall not be counted as a story.

*Story, half* means an uppermost story lying under a sloping roof having an area of at least 200 square feet in area with a clear ceiling height of seven feet six inches. For the purposes of this chapter, the usable floor area is only that area having at least five feet clear height between floor and ceiling.

*Street* means a dedicated public right-of-way, other than an alley, which affords the principal means of access to abutting property.

*Structure* means anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground.

*Subdivision* means the partitioning or dividing of a parcel or tract of land by the proprietor thereof or by his heirs, executors, administrators, legal representatives, successors or assigns for the purpose of sale, or lease of more than one year, or of building development, where the act of division creates five or more parcels of land, each of which is ten acres or less in area; or five or more parcels of land, each of which is ten acres or less in area, are created by successive divisions within a period of ten years.

*Temporary use or building* means a use or building permitted to exist during a specified period of time.

*Transition or transitional* means, for the purposes of this chapter, a zoning district which may serve as a district of transition; i.e., a buffer zone between various land use district or land use types.

## LAND USE TRANSITION AS PROVIDED THROUGH USE OF ZONING DISTRICT

*Tree and woodlands definitions:*

- (1) *Activity* means any use operation or action including but not limited to filing, dredging, constructing or excavating material and/or structures.
- (2) *Diameter breast height (DBH)* means the diameter of a tree measured at four feet above the natural grade.
- (3) *Drip line* means an imaginary vertical line that extends downwards from the outermost tips of the tree branches to the ground.
- (4) *Landmark tree*. A tree, regardless of location, which stands apart from its neighbors by size, form or species and has a health/condition factor based on the standards established by section 102-492(13); trees of species and diameters shown on the landmark tree list; and any tree 24 inches DBH or greater which meets the health/condition standard are considered landmark trees.
- (5) *Tree* means any woodplant having at least one well defined stem at least six inches DBH.
- (6) *Department* means the building department of the City of South Lyon.
- (7) *Caliper* means the diameter of a tree trunk measured six inches above ground level up to and including four-inch caliper size and measured 12 inches above ground level for larger trees.
- (8) *Hardship* means circumstances unique to a property making tree removal necessary due to physical features of the site such as parcel shape, exceptional topography or the inability to utilize the property for a use allowed in the district and where no alternative location for structures exists making such property unusable.

*Use* means the principal purpose for which land or a building is arranged, designed or intended, or for which land or a building is or may be occupied.

*Wall, obscuring* means a structure of definite height and location to serve as an obscuring screen in carrying out the requirements of this chapter.

*Yards* means the open spaces on the same lot with a main building unoccupied and unobstructed from the ground upward except as otherwise provided in this chapter, and as defined herein:

- (1) *Front yard* means an open space extending the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and the nearest point of the main building. All yards abutting on a street shall be considered as front yards for setback purposes.
- (2) *Rear yard* means an open space extending the full width of the lot the depth of which is the minimum horizontal distance between the rear lot line and the nearest point of the main building. In the case of a corner lot, the rear yard shall be opposite the front building facade side of such lot.
- (3) *Side yard* means an open space between a main building and the side lot line, extending from the front yard to the rear yard, the width of which is the horizontal distance from the nearest point on the side lot line to the nearest point of the main building.

(Ord. of 2-13-95(2), §§ 5.10—5.50; Ord. of 1-26-09(2))

# AGENDA NOTE

New Business # 3

**MEETING DATE:** September 10, 2018

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

**AGENDA TOPIC:** City Manager Employment Agreement

**EXPLANATION OF TOPIC:** On August 23, 2018, City Council completed its second round of interviews for the position of City Manager. Following the interview, Council chose Paul Zelenak and authorized staff to negotiate a contract with Mr. Zelenak, subject to final approval by City Council.

The attached City Manager Employment Agreement is presented for Council consideration and approval subject to the conditions listed below.

A summary of the significant terms of the Agreement are:

- Salary - \$100,000/year (Section 9 and Appendix A – Annual Base Salary)
- Car allowance - \$450/month (Section 14C)
- Phone allowance - \$75/month (Section 14D)
- Severance – starts at 2 months and add 1 month for each year worked up to a max of 6 months (Section 7). City would not be required to pay severance if termination is for the reasons set forth in Section 6.
- Annual Leave/Vacation – 15 days per year, increase to 20 days per year after 5 years (Section 14A)
- Retirement Plan – City agrees to contribute 12% of annual salary to MERS DC plan which will be 100% vested; City Manager eligible for City's 457 Plan and match of up to 3% (Section 14E).
- Health, Medical, Life, Dental, Vision Insurance – City plans (Sections 14F, G, H)

The following is a list of the Section titles contained in the Agreement:

- Section 1 – Duties
- Section 2 – Term
- Section 3 – At-Will Employment
- Section 4 – Resignation
- Section 5 – Suspension
- Section 6 – Termination
- Section 7 – Severance
- Section 8 – Disability
- Section 9 – Salary
- Section 10 – Performance Evaluation & Goals
- Section 11 – Professional Development and Dues
- Section 12 – Hours of Work
- Section 13 – Exclusive Employment
- Section 14 – Benefits
  - A. Annual Leave/Vacation
  - B. Other Forms of Leave
  - C. Automobile Allowance
  - D. Mobile Phone

- E. Retirement Plan
- F. Health, Medical, Dental and Vision Insurance
- G. Life Insurance
- H. Disability Insurance
- I. Changes in Benefits

Section 15 – Indemnification

Section 16 – Personnel Manual

Section 17 – Other Terms and Conditions of Employment

Section 18 – Notices

Section 19 – Bonding

Section 20 – General Provisions

GovHR USA, LLC conducted a background check including a check of his driver license, education verification, criminal history, employment credit report, social security trace, and references, and no adverse findings were reported.

The City has not yet received the results of Mr. Zelenak's medical exam, drug testing, and fingerprint database scans, and any approval should be conditioned on and subject to the receipt of acceptable results on those pre-employment screening items.

Section 2 currently has a blank for the effective date of the Agreement which will be his first day of work at the City.

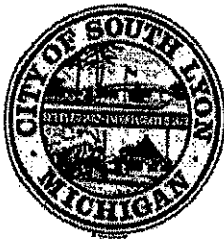
**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:**

- Proposed City Manager Employment Agreement

**POSSIBLE COURSES OF ACTION:** Approve/Deny/No Action/Postpone

**RECOMMENDATION:** Approve subject to acceptable results on pre-employment screening for medical examination, drug testing and fingerprinting and an agreed upon start date.

**SUGGESTED MOTION:** Approve the City Manager Employment Agreement between Paul Zelenak and the City of South Lyon, as presented, and authorize the Mayor and Clerk to sign the Agreement subject to receipt of acceptable results on pre-employment screening for medical examination, drug testing and fingerprinting and an agreed upon start date.



## CITY OF SOUTH LYON

### City Manager Employment Agreement

THIS CITY MANAGER EMPLOYMENT AGREEMENT, is made and entered into this \_\_\_\_ day of September 2018, by and between the CITY OF SOUTH LYON, a Michigan municipal corporation, ("City"), and PAUL ZELENAK ("Manager").

WHEREAS, Manager is an individual who has the education, training and experience in local government management to perform the duties required hereby and who is hereby subject to the ICMA Code of Ethics;

WHEREAS, the City desires to employ Manager as the City Manager of the City of South Lyon, as provided and authorized under Chapter 6, Section 6.1 of the City Charter of the City of South Lyon, and Manager desires to accept such employment as City Manager;

WHEREAS, the City and Manager intend to fully set forth in this Agreement the terms and conditions of Manager's employment relationship with the City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

#### **Section 1: Duties**

The City agrees to employ Manager as the City Manager of the City of South Lyon pursuant to Section 6.1 of the City Charter of the City of South Lyon ("City Charter") to perform the functions and duties of City Manager as set forth in Section 6.2 of the City Charter, the City of South Lyon Code of Ordinances ("City Code"), as may be amended from time to time, and in the job description, a copy of which is attached, and to perform such other duties and functions as the City of South Lyon City Council ("City Council") may delegate or assign to Manager. Manager shall perform Manager's duties to the best of Manager's ability.

#### **Section 2: Term**

The term of this Agreement shall commence on \_\_\_\_\_, 2018 (the "Effective Date") and shall continue indefinitely unless or until terminated in accordance with the terms of this Agreement.

#### **Section 3: At-Will Employment**

Manager shall serve at the pleasure of the City Council as provided for in Section 6.1(c) of the City Charter of the City of South Lyon, and the Manager's employment status and relationship with the City shall be at-will and may be terminated at any time, with or without cause. Nothing in this Agreement is intended, nor shall it be construed, to prevent or limit City Council's right to



terminate Manager's employment at any time, subject to the limitation in Section 6.1(c) of the City Charter.

#### **Section 4: Resignation**

The Manager may resign or retire at any time from the position of City Manager by providing thirty (30) days' advance written notice to the City. If Manager voluntarily resigns or retires, Manager shall not be entitled to receive any severance, but Manager shall be entitled to receive any salary and benefits and compensation for vacation and holiday leave time and sick leave time that Manager has earned or accrued through the effective date of Manager's resignation or retirement.

#### **Section 5: Suspension**

The City Council may suspend Manager, with or without full pay and benefits, at any time during the term of this Agreement for misfeasance, malfeasance or nonfeasance by:

- A. Mutual agreement;
- B. City Council resolution after providing Manager with notice and an opportunity to be heard.

#### **Section 6: Termination**

A. This Agreement may be terminated by the City upon an affirmative vote of a majority of the City Council at any time, with or without cause, except that, as provided for in Section 6.1(c) of the City Charter which provides that Manager's employment as City Manager shall not be terminated during a period of sixty (60) days following any regular City election except by the affirmative vote of six (6) members of the City Council. If this Agreement is terminated, the parties agree to negotiate, in good faith, a separation agreement.

B. Notwithstanding the foregoing, Manager will not be entitled to any severance if Manager is terminated because of any of the following:

- i. Being convicted of a felony or crime involving moral turpitude;
- ii. Being convicted of a misdemeanor that would reflect negatively on the City (such as, but not limited to, an offense involving drug or alcohol use, consumption or abuse, stalking, sexual misconduct, theft, or dishonesty);
- iii. Any illegal act involving personal gain to him/her, affecting the performance of his/her duties, or intended to result directly or indirectly in material harm to the City;
- iv. Willful misrepresentation to the City, either in connection with signing this Agreement or the performance of his/her duties;
- v. Fraud or deliberate or deceitful falsification of public records, or misrepresentation to the City Council with fraudulent intent;
- vi. Willful or intentional misconduct;
- vii. Willful or intentional insubordination;

- viii. Repeated neglect or continuous inattention to his/her duties or continuous absence from work not caused by illness or injury;
- ix. For any reason specified by law for removal of a City officer by the Governor;
- x. A breach of the terms and conditions of this Agreement; or
- xi. A violation of the City Charter, City Code or other policies or regulations adopted by Council.

C. Before terminating Manager without severance as provided for herein, written charges shall be proffered against Manager and he/she shall have an opportunity to appear before the City Council in his/her own defense. Manager may be suspended, with or without pay, by the City Council during such period.

## **Section 7: Severance**

A. In the event this Agreement is terminated for a reason other than those listed in subsection 6(B) or pursuant to Section 8, the City agrees to pay, as severance, Manager's salary, benefits (medical insurance, life insurance, disability, retirement plan contributions, car allowance) then in effect from the date of termination or until Manager obtains other employment, whichever occurs first, according to the following schedule:

- i. Two (2) months if termination occurs in the first year after the Effective Date of this Agreement;
- ii. Three (3) months if termination occurs after the first anniversary of the Effective Date of this Agreement;
- iii. Four (4) months if termination occurs after the second anniversary of the Effective Date of this Agreement;
- iv. Five (5) months if termination occurs after the third anniversary of the Effective Date of this Agreement;
- v. Six (6) months if termination occurs after the fourth anniversary of the Effective Date of this Agreement.

B. Severance shall be paid on a bi-weekly basis and shall not be paid in a lump sum unless otherwise agreed upon by the parties. Manager shall also receive any salary and benefits and shall be compensated for any accrued annual leave, vacation, and sick days Manager earned or accrued through the date of termination. Manager shall not accrue annual leave, vacation, or sick time during the severance period.

C. Notwithstanding the foregoing, if Manager voluntarily resigns or retires; or if Manager is terminated for any reason listed in subsection 6(B); or if Manager becomes permanently disabled or otherwise unable to perform Manager's duties and is terminated in accordance with Section 8 below, then, under those circumstances, the City will not be obligated to pay severance to Manager, and Manager shall be entitled to receive only the salary and benefits and compensation for annual leave, vacation and holiday leave time and sick leave time that Manager earned or accrued through the date of termination.

## **Section 8: Disability**

Subject to any applicable limitations or provisions of the Family and Medical Leave Act, 29 USC 2601, et seq, if Manager becomes permanently disabled or otherwise unable to perform Manager's duties due to illness, accident, injury, mental incapacity or infirmity, or other health reason after exhausting accrued annual leave, vacation and sick days, which will run concurrently with any Family and Medical Leave Act leave, the City may terminate this Agreement without obligation to pay Manager severance, but Manager shall be entitled to receive any salary and benefits and compensation for annual leave, vacation and holiday leave time and sick days that Manager earned or accrued through the effective date of termination.

## **Section 9: Salary**

The City agrees to pay Manager for his services rendered pursuant to this Agreement an annual base salary in the amount set forth in the attached Appendix A – Annual Base Salary, payable in bi-weekly installments (i.e., once every two weeks), or at such other time and interval as the City's other non-union administrative employees are paid. The City may adjust Manager's salary by such amounts and at such times as the City Council may deem appropriate which may include salary or compensation adjustments or cost of living adjustments applicable to all non-union administrative employees. The Manager shall not receive over-time compensation, as the parties intend for the Manager to be an "Exempt Employee" for purposes of the Fair Labor Standards Act and the City's adopted Personnel Manual, as amended from time to time. The Manager shall not be entitled to receive longevity pay.

## **Section 10: Performance Evaluation and Goals**

The City Council shall review and evaluate the Manager's performance and salary at least annually on a date to be set by the City Council. The City Council shall notify Manager of the date and time for an annual performance evaluation at least thirty (30) days in advance. In addition to an annual review and evaluation, the City Council may conduct a performance evaluation at any time after providing Manager at least seven (7) days notice. Performance reviews and evaluations shall be undertaken in a form and manner desired by the City Council in consultation with Manager. The City Council shall define, establish, and prioritize performance goals, objectives, and criteria for Manager's performance, which may be modified, added to, or deleted from, as City Council may determine from time to time.

## **Section 11: Professional Development and Dues**

A. Professional Development. The City shall consider Manager's recommendation annually to budget for Manager's attendance or participation in educational programs, courses, conferences, training, seminars and workshops relating to Manager's professional development and work as City Manager, including expenses related to such programs, provided that Manager shall obtain the City Council's pre-approval before registering for any such programs, etc., and further provided that Manager shall submit fee and expense receipts or vouchers to the City.

B. Professional Dues/Fees. The City agrees to pay annually for professional dues and subscriptions for Manager or for Manager's participation or membership in organizations, including the International City County Management Association (ICMA), Michigan Municipal

Executives (MME), and Michigan Assessors Association (MAA), provided that Manager shall obtain the City Council's approval of any such dues, memberships and subscriptions at the time of adoption of the annual budget.

### **Section 12: Hours of Work**

The position of City Manager is an executive position and requires more than forty (40) hours of work per week including attendance at evening and night meetings. The regular business hours for the City are 8:30 a.m. to 5 p.m. No overtime pay is expected and none will be paid, and the Manager will not accrue any "comp time." The parties understand and agree that the Manager must devote a substantial amount of time outside normal business hours to City business and performing the duties of the City Manager, and that Manager shall be responsible for managing his/her own time and schedule and may need to use some time, as is reasonable and appropriate, during regular business hours for personal business. Manager will advise the Mayor or his/her designee on Manager's use of annual leave, sick and personal days and such use of time off is subject to reporting, tracking and review at City Council's request.

### **Section 13: Exclusive Employment**

During the term of this Agreement, Manager shall be employed exclusively by City and shall not be employed by any other employer unless consented to by the City Council. For purposes of this Agreement the term "employed" shall not be construed to include occasional teaching, writing, speaking, or consulting performed on Manager's time off.

### **Section 14: Benefits**

A. Annual Leave/Vacation. Manager shall be credited with fifteen (15) days of annual leave/vacation on the Effective Date of this Agreement and thereafter annually on the anniversary of the Effective Date, but upon and after the fifth (5th) anniversary of the Effective Date, Manager shall be credited with twenty (20) days of annual leave/vacation annually. Use of annual leave/vacation days shall be scheduled so as to ensure the least disturbance to the efficient operation of the City. Manager may not accumulate, carry over, and bank more than ten (10) days of unused annual leave/vacation (80 hours).

B. Other Forms of Leave. Manager shall receive and accrue the same personal days, sick days, bereavement leave, and holiday leave pay at the same rate and on the same terms and conditions as other non-union supervisory-level City employees in accordance with the City's adopted Personnel Manual, as may be amended from time to time.

C. Automobile Allowance. The City agrees to pay to Manager, in addition to other salary and benefits herein provided, Four Hundred Fifty and No/100 Dollars (\$450.00) monthly as an automobile allowance to be used to purchase, lease, or own, operate and maintain an automobile. This allowance shall be reported as taxable income as required by law, and the total annual payment of Five Thousand Four Hundred and No/100 Dollars (\$5,400.00) shall cover the entire cost of the Manager's use of his/her personal automobile for City business, and Manager shall be responsible for paying for liability, property damage and comprehensive insurance coverage on such automobile and shall further be responsible for all expenses attendant to the purchase, lease, operation, maintenance, repair, and regular replacement of said automobile. If

the City requires any additional insurance to protect against its own liability, the City shall bear the costs of such insurance or shall arrange for such coverage through its own insurance carrier at its cost.

D. Mobile Phone. The City agrees to pay Manager Seventy-five and No/100 Dollars (\$75.00) monthly to defray the cost of a cell phone and/or personal communication device. Manager shall be responsible for all expenses and services associated with the personal cell phone and/or portable communication device.

E. Retirement Plan. The City agrees to annually contribute on Manager's behalf twelve percent (12%) of the Manager's annual base salary to a City retirement plan, DC Plus plan, or other deferred compensation plan administered through MERS, in equal proportionate amounts each pay period, and to execute all necessary agreements and plan documents (if any) required by MERS. Manager shall be one hundred percent (100%) vested and contributions on Manager's behalf shall be Manager's sole property at the time of withdrawal or distribution of these funds. Manager shall also be eligible to participate in the City's 457 Plan, but any matching contributions by the City toward this plan on behalf of Manager will be subject to and in accordance with its established plans, plan documents, ordinances, policies and resolutions, or as otherwise required by law, which, as of the Effective Date, is limited to a match of up to three percent (3%) of the Manager's salary.

F. Health, Medical, Dental, and Vision Insurance. The City will provide and pay the insurance premiums, subject to caps on the City's payment of and financial contributions toward medical and health insurance costs, which are subject to change, the same health or medical insurance offered to non-union employees which includes: health insurance, prescription coverage, dental, and vision, through the City's existing plans which are subject to change. Manager shall be subject to same open enrollment periods and eligibility requirements as all non-union employees. With respect to caps on the City's payment of health and medical benefit costs, the City currently pays eighty percent (80%) of the premium for non-union employees' medical health insurance.

G. Life Insurance. The City will provide a group term life insurance policy in the amount of \$60,000 (\$60,000.00 total coverage with AD&D) consistent with life insurance provided to other non-union supervisory-level employees. Manager shall, if requested by City and insurance company, submit to a complete physical examination by a qualified physician approved by the City, the cost of which shall be paid by the City and/or insurance company.

H. Disability Insurance. The City agrees to provide and pay for short and long term disability insurance for Manager through plans and policies established for City employees in accordance with the City's Personnel Manual and other resolutions and policies adopted or amended by City Council.

I. Changes in Benefits. The City reserves the right to alter or modify any or all of its benefits to employees, specifically including but not limited to insurance plans provided to non-union employees during the term of this Agreement. Changes to the benefits provided to non-union employees after the Effective Date of this Agreement shall also apply to Manager.

## **Section 15: Indemnification**

The City shall defend, hold harmless, and indemnify the Manager against any tort, professional liability claim, or demand or other legal action whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Manager's duties/responsibilities as City Manager, provided the Manager acted both in good faith and within the scope of his/her duties and responsibilities as City Manager, and further provided the Manager fully cooperates with the City in its defense of the claim, demand, or other legal action. The City may, in its discretion, compromise and settle any claim or suit and pay the amount of any settlement or judgment rendered thereon. Indemnification shall not be provided to the Manager by the City if the claim, demand, or other legal action results from the willful misconduct or willful insubordination of the Manager or if the claim, demand, or other legal action involves any proceeding where the Manager is the plaintiff or an adverse party to the City.

## **Section 16: Personnel Manual**

A. The City's adopted Personnel Manual, as may be amended from time to time, is incorporated herein by reference and made a part of this Agreement and shall apply to Manager as it would to other non-union exempt employees of the City, unless otherwise provided in this Agreement. However, to the extent the terms and conditions of this Agreement differ or deviate from or are inconsistent with the Personnel Manual, the terms and conditions of this Agreement shall prevail.

B. The City may set any other terms and conditions of employment relating to the performance of Manager as it may determine from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any other law or ordinance.

## **Section 17: Other Terms and Conditions of Employment**

A. The City Council, in consultation with the Manager, may set other terms and conditions of employment, as it may determine from time to time related to the Manager's performance, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, City Code, and/or any other law.

B. All provisions of the City Charter, City Code, and all regulations, policies, and rules of the City relating to the annual leave, vacation, sick days, retirement and pension system contributions, deferred compensation, holidays, life insurance, dental insurance, optical insurance, medical and hospitalization insurance, and other fringe benefits and working conditions as they would to other non-union employees and department heads of the City, except as otherwise provided herein.

## **Section 18: Notices**

All notices required or permitted hereunder must be in writing and will be deemed given when: (1) delivered personally; (2) sent by confirmed facsimile or e-mail with delivery receipt received; (3) five (5) days after having been sent by registered or certified mail, restricted delivery, return receipt requested, postage prepaid; or (4) one (1) day after deposit for overnight

delivery with a commercial overnight carrier, with written verification of receipt. All communications will be sent to the following addresses or another address designated in writing by the parties:

If to City: Mayor of the City of South Lyon  
c/o Clerk of the City of South Lyon  
335 S. Warren Street  
South Lyon, MI 48178

If to Manager: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **Section 19: Bonding**

The City shall bear the cost of any fidelity or other bonds required of the Manager under any law or ordinance.

### **Section 20: General Provisions**

A. Governing Law. This Agreement shall be construed in accordance with and governed by Michigan law. The venue for any legal action by either party concerning this Agreement shall be in Oakland County, Michigan.

B. Non-Assignability. Neither party may delegate nor assign their rights, responsibilities, obligations, benefits or interests in or under this Agreement to any other person or entity.

C. Amendments. The terms and conditions of this Agreement may be modified or amended only in writing signed by each of the parties to this Agreement.

D. Waiver. A waiver by the City of a breach of any provision of this Agreement by Manager shall not operate or be construed as a waiver of any subsequent breach by Manager.

E. Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

F. Entire Agreement. This Agreement contains and constitutes the entire agreement between the parties and supersedes and replaces any prior or different agreement or understanding, written or oral, between the parties relating to Manager's employment as City Manager. The City and Manager both acknowledge they do not make or rely on any representations, agreements or conditions not specified in this Agreement.

G. Duplicates, Originals, Counterparts. This Agreement may be executed in any number of duplicates originals or counterparts, each of which (where the original signatures are affixed) shall be deemed an original but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the City of South Lyon has caused this Agreement to be signed and executed on its behalf by its Mayor and City Clerk pursuant to authorization of the South Lyon City Council, and Manager has signed and executed this Agreement on the day and year first above written.

CITY:

CITY OF SOUTH LYON

BY: \_\_\_\_\_  
Daniel L. Pelchat, Mayor

Dated: \_\_\_\_\_

BY: \_\_\_\_\_  
Lisa Deaton, Clerk

Dated: \_\_\_\_\_

MANAGER:

\_\_\_\_\_  
Paul Zelenak

Dated: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Timothy S. Wilhelm, City Attorney

CM Employment Agreement - 2018-09-10 FINAL



**APPENDIX A – ANNUAL BASE SALARY**

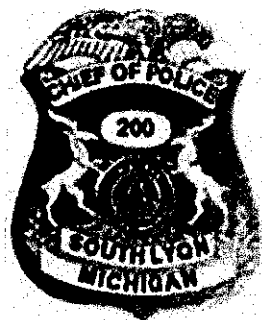
For services rendered pursuant to the City Manager Employment Agreement, the City agrees to pay Manager an annual base salary of One Hundred Thousand and No/100 Dollars (\$100,000.00).

Dated: September \_\_, 2018

## Manager

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**From:** Lloyd Collins <chief@southlyonpolice.com>  
**Sent:** Friday, August 31, 2018 1:58 PM  
**To:** Manager  
**Subject:** FW: Thank you



**SOUTH LYON  
POLICE DEPARTMENT**

**LLOYD T. COLLINS**  
Chief of Police

219 Whipple Street  
South Lyon, MI 48178

248-437-1773 • Fax: 248-437-0459  
e-mail: [chief@southlyonpolice.com](mailto:chief@southlyonpolice.com)  
*FBI National Academy Session 159*

**From:** MELISSA BAKER [mailto:[bakerm@slcs.us](mailto:bakerm@slcs.us)]  
**Sent:** Friday, August 31, 2018 8:47 AM  
**To:** Lloyd Collins  
**Subject:** Thank you

Hello,

I wanted to pass along our thanks to Sergeant Baaki for providing the ALICE training to Bartlett, Sayre and the ECC. We so appreciate this training to support the safety of our students, staff, and community members. Have a wonderful holiday weekend!

Respectfully,  
Melissa

--  
Melissa Baker  
Superintendent  
South Lyon Community Schools

The contents of this e-mail are intended for the named addressee only. It contains information that may be confidential. Unless you are the named addressee or an authorized designee, you may not copy or use it, or disclose it to anyone else. If you received it in error please notify us immediately and then destroy it.