Regular City Council Meeting
August 22, 2016
Agenda

7:30 p.m. **Call to Order**
Pledge of Allegiance
Roll Call
Approval of Minutes: Aug 8, 2016
Approval of Bills: None
Approval of Agenda

Public Comment

I. **Old Business –**
1. Consider Second reading of Ordinance rezoning Parcel 21-19-126-002 from RM-1 (Multiple Family Residential) to PD (Planned Development)

II. **New Business-**
1. South Lyon Area Recreation Authority Annual Presentation - Executive Director Amy Allen
2. Presentation of Arts & Humanities Survey results - Josie Kearns
3. Consider approval of ratified POLC negotiated contract for July 1,2016 to June 30, 2020
4. Consider Resolution to change the location of voting and election Precincts #2 and #3 from the City Fire Hall to Bartlett Elementary School
5. Consider approval of Resolution Establishing Policies and Guidelines for Granting Poverty Exemption from Payment and Property Taxes and Poverty Exemption Application
6. Consider approval of Lakes Street Cruise-In 2016 – Additional Road Closure Trial
7. Review information provided and discuss potential interest in exploring Intergovernmental Agreement for the provision of Fire Protection services within the City of South Lyon.

III. **Discussion- Downtown**
IV. **Manager's Report-**
V. **Council Comments-**
VI. **Adjournment**

CITY OF SOUTH LYON
REGULAR CITY COUNCIL MEETING
AUGUST 8, 2016

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

PRESENT:	Mayor Galeas
ALSO PRESENT:	Council Members: Dedakis, Kivell, Kramer, Kurtzweil, Ryzyi and Wedell City Manager Ladner, Police Chief Colllins, City Attorney Wilhelm, Department Head Martin, DDA Bob Donahue, Bookkeeper Lori Mosier and Recording Secretary Marianne Jamison
ABSENT:	Clerk/Treasurer Deaton

MINUTES

CM 8-8-16 MOTION TO APPROVE MINUTES
Motion by Kivell, supported by Kramer
Motion to approve the minutes as amended

VOTE: **MOTION CARRIED UNANIMOUSLY**

Wedell – On Page 4 under heading CM 7-3-16 MOTION TO APPROVE 2% PAY INCREASE FOR NON-UNION EMPLOYEES AND DEPARTMENT HEADS –Moved by Kivell with no support (strike supported by Kurtzweil).

BILLS

CM 8-8-16 MOTION TO APPROVE BILLS
Motion by Wedell, supported by Ryzyi
Motion to Approve the Monthly Bills as presented

VOTE: **MOTION CARRIED UNANIMOUSLY**

Kivell questioned on Page 3 of 5 of the Check Register at the top – Civic Research Services in the amount of $500.
Mosier explained this is from the Cultural Arts and was the facilitator fee.

Kivell questioned, also on Page 5 Visicom Services in the amount of $11,096.93.
Mosier responded that Visicom is our IT Company and this covers 2 months of services and the Police Department purchased 3 computers as well. There is limited room; only so much information can be put on the description line.

Kivell questioned on Page 7 of 8 of the Invoice GL Distribution Report – Hach Company in the amount of $4,220.20.
Martin replied it is a lab refrigerator for the Automatic Sampler, it takes samples every 10 minutes over a 24 hour period. The old one expired.

AGENDA

Ladner noted a change to the Agenda, specifically #8 – Original read consider approval of Whipple Street Block Party application. Informed by Chief Collins that the Block Party application has already been approved and needs to state review. Now reads: Review Whipple Street Block Party application. Under # 10 there is a new #11 – Consider approval of Purchase and installation of replacement windows in City building rented by SLARA at 318 W. Lake Street. These windows are in dire need of replacement. They are drafty and allow snow and moisture to come through. We received a quote from the same low bidder as the police department. That is all I have for changes to the agenda

Kramer asked to do Items 3 & 4 on the agenda at the same time since we will have a general discussion on both.

Kivell asked to swap them in light of the topic of both of them give reference to them.

Ryzyi the one has action to but they are 2 separate topics so I think we should leave it as it is.

CM 8-8-16 MOTION TO APPROVE AGENDA AS AMENDED
Motion by Kivell, supported by Kramer
Motion to swap #4 on the Agenda for #3

Ryzyi noted we needed a super majority.

Wedell noted it was already on the agenda so we do not need a super majority to rearrange the Agenda.

VOTE: **6 YEAS, 1 NAY**

PUBLIC COMMENT

_____ of the Cultural Arts stated they have a report that is coming with the survey and the results on that. The analysis is taking longer than anticipated. The grant deadline is this Friday. A report should be available at the next meeting.

Carl Richards – 390 Lennox gave updates on the children's library is progressing in McHattie Park. Volunteers working daily on it. The ice rink project is coming along. This is the City's third ice rink over the past 40 years. A hard and hot job. The Dorothy Street project is

underway. The Pokémon situation has doubled the action in McHattie Park. The Blues, Brats and Beer Festival was this past weekend and young families were out in abundance.

NEW BUSINESS

1. Resignation – Parks & Recreation Commission

Mayor Galeas stated Alex Clark has resigned from the Parks and Recreation Commission.

CM 8-8-16 MOTION TO ACCEPT RESIGNATION FROM ALEX CLARK, WITH THANKS, FROM THE PARKS AND RECREATION COMMISSION

Motion by Wedell, supported by Kurtzweil
Motion to accept Alex's resignation with thanks for her service.

Kurtzweil added she personally knows Alex Clark and she is a very dedicated to whatever project she takes on. She will be sorely missed on the Parks and Recreation Commission. Good wishes on your next journey and thank you for your service to the City.

VOTE: **MOTION CARRIED UNANIMOUSLY**

2. Consider Acceptance of Consent and Waiver of Assignment for Solid Waste, Yard Waste, Recycling Collection and Disposal Agreement Dated March 12, 2013.

DISCUSSION ON DISPOSAL AGREEMENT:

Attorney Wilhelm addressed this in part as to the Proposed Consent and Waiver. As indicated by my letter to Council I requested revisions to that. Some slight language changes to what was in the packet to add an effective date, reference in paragraph 1 and 2 and the second sentence; as the effective date which Duncan has indicated will be July 21, 2016. I have no objection to the substance of the Consent and Waiver.

Kramer noted he spoke with Wilhelm last week about the assignment of Duncan to Rizzo. Is it possible to renegotiate the terms of the contract prior to us signing the existing contract?

Attorney Wilhelm stated he did not recall anything being addressed as to a reopener type concept. The information provided by Duncan is that the assignment has already occurred. In that circumstance you would have a right to terminate the contract. That might lead to discussions about terms. I believe there are representatives here tonight from Duncan and Rizzo and that may be a question for them.

Tom Duncan stated customarily the transition is not uncommon. If you can get a complete duplication of the contract that is usually what transpires rather than opening it. When the contract comes up again would be the time to renegotiate. This contract is up in June 2018.

Kramer stated that his concern is that it occurred before the board knew about it. Wondering if we can sit down now that we have this before us to perhaps extend additional time or to lock in rates. We had no chance to have any say in it.

Tom Duncan stated you have renewable years in the language there and of course those are all renegotiable. It is a smooth transition from one company to another and you will receive the same level of service. It is a simple transition from one company to another.

Kramer stated that we know the "Duncan's", we have your phone number. I don't know Rizzo's level of service. We have not had the opportunity to discuss any of the terms before we sign the contract over to the new vendor. I have heard good things.

Sam Caramagno of Rizzo Environmental stated he would welcome a sit down to discuss whatever is on your mind. A brief history. Rizzo goes back to the 1950's and I grew up in the business and it is a family company. We have a solid waste contract with RRRASOC.

Ladner noted it was her understanding that they had reopened contracts with other RRRSOC communities per Mike Szabo.

Sam Caramagno stated that all can be discussed at a sit down with him. There is nothing with a no answer.

Ryzyi thanked him for having a representative here tonight. I found out through Facebook and it shocked me we were switching. Duncan always did a great job. The last time we went out for a 3 year contract I would have preferred to test the market to be sure they are competitive but we did not do that. If we agree to it we are locked in for multiple years without testing the market. I have no clue. I can take your word for it.

Tom Duncan stated that your contact would be Mike Szabo and he will immediately tell you that you have one of the low prices in the metro area. They are very competitive. South Lyon is a special child of mine too since I grew up here. We have given you prices you would not get elsewhere.

Ryzyi stated he does not want to upset the applecart here, I am just looking out for the tax payers. Signing this tonight is uneasy for me.

Kurtzweil stated how blessed we have been with Duncan. I need to understand what your commitment is going to be to our community over and above taking our dollars out with the services you provide. For example, I have a flyer from Brown's Root Beer at the bottom it showed something different but now changed to Tom and Joanne. This is just one of the things

they did for our community; contributing to businesses in town. Until I get a feel for your corporate commitment to our City, I am going to reserve my vote on approving this. How many employees here in South Lyon did you have prior to assignment and how many took the new positions?

Tom Duncan stated about 117 employees.

Sam Caramagno stated and 85% of them took the positions.

Kurtzweil stated that it is her understanding that they are not located out of the South Lyon area. With your location in Wayne, on a winter day with a blizzard it will take more time to get to South Lyon. With Duncan there was no delay due to weather and I could call if trash were not removed and another truck would be sent out. I don't have a feel whether that same level of commitment would come from your company.

Sam Caramagno stated he can assure us of the same level of commitment. We have many, many years of experience. We will be here to collect your trash on schedule, every week, 52 weeks of the year. I will give you my personal cell phone number and you can call anytime. Rizzo participates in Community involvement sponsorships. I gave to Phyllis contact names and numbers. I am in town every week and am around the community and am your contact person.

Tom Duncan stated that we aimed for a good fit from our company to the next one which is family operated and socially conscious about their work and we are very confident that Rizzo will fill that role. They have agreed to follow up with helping at the Pumpkinfest and with Milford Memories to return something to the community.

Kramer questioned if it would be an issue to put it over to the next meeting?

Tom Duncan stated contractually said the City would not be opposed to this assignment.

Attorney Wilhelm stated that the assignment is already done so there is no provision regarding the not unreasonably withholding the consent to an assignment if it is already done.

Tom Duncan stated they are interested in keeping your business.

Kramer stated he would like to be able to review the contract to discuss some of these issues and if signed today, we would be unable to do that. I don't think it will be an issue but would like the opportunity to discuss first.

Sam Caramagno stated that we contract through RRRASOC and I have assured Mike Szabo that a sit down discussion will happen. There will be no side stepping that at all.

Ladner questioned the availability of carts for recycling versus bins. Is that a service you will make available to South Lyon if we do go forward with this assignment and have a contract with Rizzo.

Sam Caramagno responded that if that is one of your negotiating points, absolutely!

Kivell stated that if he remembered correctly that the contract prohibited the idea of reassignment to begin with. That is unfortunate that it has taken place the way it had but I was reassured that you said Rizzo will comply with the entire breadth and meaning of everything in the contract. Once we approve consent we are obligated to the terms of the contract long term. We are locking into this 6 month window. Is there a way to lessen our vulnerability?

Attorney Wilhelm stated under normal circumstances you would have to give 180 days' notice for termination.

Sam Caramagno stated the contract has specific information and they serve close to 60 residential communities currently. We met with the Operation Department at City Hall here and they have e-mail and phone cards for our route manager, operation manager and myself. We have a route manager stopping by the office here 3 days a week to ensure your service is adequate and if not the garbage would be collected within 24 hours per your contract.

Ryzyi stated his thanks to Duncan and what he had done for the community and for Relay for Life. We are losing a great asset. I feel like we are being rushed into this. I am afraid being locked in until 2018. I would prefer to renegotiate the contract for a year see how it works and then renew you.

Tom Duncan stated that the contract runs out in 2017.

Attorney Wilhelm stated it is a 5 year contract effective 7/1/13, so June 30, 2018.

Duncan stated that the issue I have stated that I had represented that every consent would require me to reopen the contract and negotiating the contract which started a year ago with RRRASO

Ladner stated perhaps we can have a work session with Council and members from Duncan and Rizzo and review that before the next Council meeting then we can make a decision at the next meeting. Another question would be the availability of recycling for private developments (Lexington, South Ridge, Evergreen, Colonial Acres, Brookdale etc....). They don't have curb side recycling since they have dumpsters.

Sam Caramagno stated if they are not contracted through the municipality now it could be arranged in the future and they can have service through Rizzo. If you want carts it can be negotiated with. Very easily resolved.

Ryzyi stated I was under the impression everything was 100% but it is not and this should be put off until questions are answered. I would like to see a 1 year contract.

Kramer stated put it off 2 weeks and talk to Rizzo to see if we can come to terms.

Tom Duncan stated that I had represented that every consent would require reopening and renegotiating the contract.

Dedakis agreed that Rizzo had done their homework and she too did some research on Rizzo and the company is reputable. I take faith in you and don't want to delay this. It is just an assignment. You look legit and have my vote tonight.

Galeas stated Duncan has raised the bar very high and provided a service that will be hard to follow and we are putting faith in this company. We have been spoiled. It is an extremely important function.

Kurtzweil suggest Rizzo participate in our Pumpkinfest parade with 1 of their trucks as their introduction into our City.

CM 8-8-16 MOTION TO CONSIDER ACCEPTANCE OF CONSENT AND WAIVER OF ASSIGNMENT FOR SOLID WASTE, YARD WASTE, RECYCLING COLLECTION AND DISPOSAL AGREEMENT DATED MARCH 12, 2013.

Motion by Kramer, supported by Ryzyi
Motion to postpone this until we have an opportunity to sit down and see what is or is not available and at the next meeting we can consider approval of assignment.

VOTE: **6 YEAS, 1 NAY (MOTION FAILED)**

CM 8-8-16 MOTION TO CONSIDER ACCEPTANCE OF CONSENT AND WAIVER OF ASSIGNMENT FOR SOLID WASTE, YARD WASTE, RECYCLING COLLECTION AND DISPOSAL AGREEMENT DATED MARCH 12, 2013.

Motion by Kivell, supported by Dedakis
Motion for acceptance of the Consent and Waiver of Assignment for Solid Waste, Yard Waste, Recycling Collection and Disposal Agreement dated March 12, 2013.

VOTE: **6 YEAS, 1 NAY**

Ryzyi stated that he just voted against postponing the agreement. One thing Chief Collins stressed while Interim City Manager was unity as one voice, one council. I have faith in you Tom so I will support as well.

Kivell noted that the meeting for discussion with Rizzo will still be conducted.

3. Consider creating policies to outline the processes for naming and/or memorializing individuals, businesses and organizations in or on City facilities, assets, or locations

DISCUSSION ON PROCESS:

Galeas noted he wanted to be clear we will be discussing #4 and then #3 separate.

Mike stated what the Council has asked is for our motion not to be in play anymore so they can pass the buck here. You made it so you can pass this resolution so that Parks and Recreation will now determine if we can move forward with #4. After you folks here all said you were going to support this idea and now folks on the Council don't want to go forward with it. If this is passed, #4 is a mute-point correct?

Kramer noted there are other opportunities. I wanted this to go through Parks and Rec and the Jr. League so we can see official acceptance of this. I assumed this had went through Parks and Recs. It has not gone to Parks and Rec and I have not seen anything from the Jr. League saying they support this. That is all I am asking. I am not against this. That is why we are talking about a process today. We are not all against this.

Mike said all the board members were for it. No one said to go through Parks and Recs. We went to the Doty's and told them what had transpired and they were elated. I have to tell them what was supposed to happen is not going to happen.

Kivell added that is why we want the process to include Parks and Rec and for them to review it. You keep saying that everyone on this board gave approval. I made no comment one way or the other. I was waiting for someone to pitch a proposal. Something needed to be formalized to present to us. That still has not happened. We have a Dedication Resolution that is the extent of what has been firmly positioned to us.

Mike stated they are on the agenda to meet with Parks & Rec at the next meeting on the 24th.

Kramer stated let us go to Parks & Rec so we understand the scope of the project.

Mike noted that we would work hand-to-hand with Parks & Rec and let them lead the way and that will be part of our Resolution if this is passed this evening. The Jr. League is still leading the way and getting contributions. The name of field South Lyon Field #1 in McHattie Park would be the Maddy Doty Field. This hurts nobody. The family is here and supporters.

Kivell noted that it should be easy for Parks & Rec to deliberate on.

Kurtzweil stated she did not find where Parks and Recreation were involved in any naming of any park in this City up into the last few weeks and we can let precedence decide how to move forward tonight.

Kivell stated we are so inept that we need to determine to the ninth degree all these processes that we need to do. We are trying to come to accord with the park. All these assets that the City has are going to be needing commercial or corporate sponsorship so we want to get our ducks in a row. Until we get this process moving forward we will remain in the same place. Give Parks & Recs the tools to be able to give these considerations now. So we are prepared when the time comes. This is one of the steps to get us there.

Galeas added that he is not going to disagree that a discussion needs to take place in the future but I did not want to see red tape get in the way for something that is so important to a lot of people. I do understand the Councils concern. In the future we need to make sure this type of thing does not happen again.

Frank Seconus of 350 Hagadorn stated he does not know the family but saw of it on Facebook. This community is deeply moved by Maddie's passing. I have been a high school teacher for 15 years and no precedence has been set yet and it make sense to have one. On the street the people are saying there is going to be a ballfield and on summer days we would hear Maddie's name and people are now expecting it. (APPLAUSE).

Ryzyi stated he was approached by Mr. Moore and he asked if I could help. I can't imagine a child passing away. I brought it to Council in June. I won't let money get in the way of doing something. We don't need corporate sponsorship to get a couple of grand. Your will hear talk of policy today and how we need a policy. The Jr. League was approached by Council and strong armed to pull back. We have an opportunity to pass a resolution and work with Parks and Recs and that is what we are voting on tonight.

Kramer noted this is why we need a policy. We are discussing this tonight. That is why we wanted #3 and #4 together. So when it comes up next time it is rubber stamped. A bunch a parks were named in the past without a process. You have my support.

Mike stated it does not have to be this way. I ask again you to support this position tonight and name that field after Maddie Doty. The family is here tonight so don't make me have to tell them this won't happen.

Dedakis stated that it was presumptuous of you to do so. I am on board 100%. Why have a Parks and Recs Commission if we don't utilize this resource. To take that information to a family that is grieving is presumptuous on your part and if it does not pass tonight is should be on your shoulders.

Wedell reviewed previous meeting minutes and noted Kivell stated Parks and Recs should be involved; Dedakis was in agreement and Parks and Rec should be involved and Kramer agreed Parks and Rec input and Jr. League input was needed and to follow procedure to have a unified front. That was just a few of the comments. When this was brought to Council it was a poll, not a resolution. We need input from people who volunteer and are chosen by the board. One commissioner insisted this resolution be put on the agenda tonight to force a decision we are not ready to make tonight. This is why we have people in place to deal with these issues. We should not be steamrolled into making decisions. This is what has been going on. We have people ready and willing to deal with these issues.

Kurtzweil stated she would not vote on this issue. I think this is an administrative function. Put together a policy for City Council to review. There are capable individuals that can bring it to us. It is an administrative function. Start with them.

Kivell noted that the objective is to get a process in place.

Ladner noted that the idea of the policy we would put together is not just for corporate sponsorships, it is for memorials similar to what they are asking for Maddie. It does not have to be a financial donation. It is for people who have made a significant contribution to the community. We need to track our memorials such as the Blue Star Veteran's Memorial and the building SLARA is in and is a memorial building and people don't realize it. We need to know why these things were dedicated. Fifty years from now no one will know why we have these things and why they were named after them and why it was important.

Ryzyi we are reviewing #4 which would be giving authorization for Parks & Rec to move forward with the policy and #3 is the actual resolution in naming the field. This information was put together so quickly. A lot of energy was used to get something before us. The policy we are asked to look at are from Tuscan, AZ and Boise, ID.

Ladner noted others are from Novi, South Lyon, Berkeley and Mt. Pleasant, MI.

Ryzyi stated he is not opposed to the policy but whatever comes before us I hope it is only a page in length and for Parks & Rec Commission to give recommendations to Council without having to jump through hoops.

Dedakis commented that she was impressed with the Boise, ID and AZ. Granted they are lengthy the actual breakdown of definitions. I think we should put something like that together so we don't have this issue in the future.

Kivell stated the problem is with the perpetual care of these things. Once a dedication takes place it is on the City to maintain and pay for the maintenance or will there be some financial component to make sure everything is maintained. Those are things Parks & Rec will orchestrate. What is needed is a list for the funding for the care of these items.

Galeas stated we obviously need a policy. I want everyone to work with our Parks & Rec. I am sorry we stepped on some toes. After reading the guidelines there are things that describe exactly how things should take place.

Ryzyi stated myself and Mike will be at the Parks & Rec meeting on the 24th. What will happen tonight is we will pass the resolution symbolic naming the field. Any physical improvements will go through Parks & Recs. If this motion passes #4 all we are doing is giving Council authorization from Parks & Rec to the City Manager to draft a policy. I have no issues with that.

Kivell noted there was some real, genuine interest in us getting an organized process into place. There is a process that is necessary to get to the end. Parks & Rec has been prohibited from being in that process. They are the ones who would organize and make suggestions.

Erica Wilson Chairperson of the Parks and Rec Commission stated that the e-mail I sent to Council and Lynn in light in what is happening has brought forth the lack of these policies. It is vital as we move forward with Volunteer Park. Putting a name on a field is important for Corporate Sponsorship. There are memorials out there we know nothing about we do need a Registry. This is necessary. We need this policy to move forward.

CM 8-8-16 CONSIDER CREATING POLICIES TO OUTLINE THE PROCESSES FOR NAMING AND/OR MEMORIALIZING INDIVIDUALS, BUSINESSES AND ORGANIZATIONS IN OR ON CITY FACILITIES, ASSETS, OR LOCATIONS

Motion by Ryzyi, supported by Kivell
Motion to authorize Parks and Rec Commission to work with City Manager on drafting a policy for Council adoption of policies to outline the process for naming and/or memorializing individuals, businesses and organizations in or on City facilities, assets or locations.

VOTE: **MOTION CARRIED UNANIMOUSLY**

4 Consider Proclamation authorizing the renaming of Field 1 in McHattie Park after Maddie Doty.

CM 8-8-16 CONSIDER PROCLAMATION AUTHORIZING THE RENAMING OF FIELD 1 IN MCHATTIE PARK AFTER MADDIE DOTY

Motion by Ryzyi, supported by Kurtzweil
Motion to pass the Proclamation officially naming McHattie Park East and changing the name to Maddie Doty Field effective today.

VOTE: ROLL CALL VOTE – Kurtzweil - Yes

Kramer - Yes
Wedell - Yes
Galeas - Yes
Ryzyi - Yes
Dedakis - Yes
Kivell - Yes

Kurtzweil stated it is a form of respect in our culture; in naming City assets after the passing of someone is an acceptable, honorable function of government. The issue tonight is the process on how we name a field. It is not about policy. It is about who has authority tonight to name a field in the name for Maddie Doty. I cannot think of a greater symbol that of how our community respects and supports young female sports athletes with the naming of this baseball field after a girl where other girls come to play. This would be the first time this Council recognizes that a female child worthy of a dedication in memory of her passing. How historic for this City. There is no other choice but to vote yes. (APPLAUSE).

Wedell stated he wished the Proclamation had at least mentioned baseball or something. Here we are naming a soft ball field after this young lady.

Mr. Doty spoke of moving to South Lyon in 2001, the birth of his children and events they were involved in and how he coached all of them. The support of the community blew us away when Maddie passed. I did not want to come tonight to bring political or emotional pressure. Whatever you do, this has been crushing and I understand both sides. Can we have a decision tonight either way? Thank you very much to the whole community.

Tracy Nito of 577 Cider Mill stated she is a dear friend and Maddie did not have a chance to be heroic but her family gave so much to this community. We plan on fun d raising everything is legal and going through a public documentation process. All want to give contributions. We are not asking for money or for someone to take care of the bench. Do the right thing and name the field after Maddie.

Galeas read the Proclamation dedicating Baseball Field #1 of McHattie Park in honor of Miss Maddie Doty.

Ms. Doty stated how grateful she is to all the people they did not even know. Thanks to the Jr. League and all the people on the board to help memorialize Maddy. Thank you very much and she would be very proud. She would not expect anything, nor do we but we are grateful to the community.

5. Consider approval of Budget Amendment and Correction

Mosier stated she put together a couple corrections on a summary sheet for expenditures for General Fund for the Historical Society the total was incorrect on there. I also amended the

Revenues since we sold some fixed assets; we sold the fire engine and 3 vehicles for the police Dept. In Water and Sewer we are doing the Dorothy Street Project and it was all budgeted into Capital Outlay and I took it out of there and put it in Construction it is easier to keep track of the expenses that way. That is basically it.

CM 8-8-16 CONSIDER APPROVAL OF BUDGET AMENDMENT AND CORRECTION

Motion by Kramer, supported by Kurtzweil
Motion to approve the Budget Amendments and Corrections as presented.

VOTE: **MOTION CARRIED UNANIMOUSLY**

6. Consider approval of Pumpkinfest Run on Saturday, Sept. 24th with no additional road closures

Collins noticed Coach Smith was not here. Seeking Councils approval of the Pumpkinfest Run which is held prior to the Pumpkinfest parade. The closure has already been approved so with Council's blessing the Police Department recommends approval.

CM 8-8-16 CONSIDER APPROVAL OF PUMPKINFEST RUN ON SATURDAY, SEPT. 24TH WITH NO ADDITIONAL ROAD CLOSURES

Motion by Kramer, supported by Kurtzweil
Motion to approve the request for the Pumpkinfest Run beginning at 9:55 am on Saturday, Sept. 24, 2016.

VOTE: **MOTION CARRIED UNANIMOUSLY**

7. Consider approval of Fall Witch's Hat Run on Saturday, Sept. 10th and authorized road closures

Collins stated that this is an annual event and the route is the same as in prior years. The Cross Country Team assumes the cost of the overtime for the police officers to make the event safe. Once again, the Police Department recommends approval of the road closures.

CM 8-8-16 CONSIDER APPROVAL OF FALL WITCH'S HAT RUN ON SATURDAY, SEPT. 10TH AND AUTHORIZED ROAD CLOSURES

Motion by Kramer, supported by Wedell
Motion to approve the requested road closures for the Witch's Hat Run beginning at 8:15 am on Saturday, Sept. 10, 2016.

VOTE: **MOTION CARRIED UNANIMOUSLY**

8. Review Whipple Street Block Party application

Collins stated it is an annual event and several years ago Council gave the Police Chief authority to approve these local block parties. Oftentimes organizers do not realize the timing cycle to getting the event before Council. I have already approved the event and this is informational only.

9. Consider approval of the Purchase of a 12" Drum Style Brush Bandit Chipper (Model 990 XP)

Martin stated that for the last 24 years the City has shared ownership of a 1994 used wood chipper. The problem we have is that we share it with them. At times when we need it, it may not be in the City and with the age the equipment is getting tougher to keep it running and to get part for it. We went out and secured 3 different quotes and after testing/using them it just so happens the one the department liked the best was the least expensive. Request Council to approval the purchase of a Bandit 12" Drum Style Brush Chipper (a Michigan made unit). It will be in-house 24/7 now and the price of the unit is $29,774.00. Also, the City of Milford will purchase the old unit from us for $500.00.

Kivell questioned if it is a fit for the truck we previously were using and Martin assured him was.

Kramer questioned if we did something to this chipper a few years ago? I thought we had an issue with Milford.

Martin replied I believe that was the street sweeper. Our mechanic did make repairs in-house. A unit that old has a fraction of the safety features that the new one now has.

Kurtzweil thanked Martin for providing the notation here that this is originally a budgeted item. She questioned if there was any reason you are going for the lowest bid?

Martin stated it was the best of the 3 in our opinion and we are very pleased with it. These are made in mid-Michigan and parts are available. The salesman is in the area. A lot of upside with it.

CM 8-8-16 CONSIDER APPROVAL OF THE PURCHASE OF A 12" DRUM STYLE BRUSH BANDIT CHIPPER (MODEL 990 XP)

Motion by Kurtzweil, supported by Kramer
Motion to approve the purchase and installation of replacement windows in the Main Police Building

VOTE: **MOTION CARRIED UNANIMOUSLY**

10. Consider approval of Purchase and installation of replacement windows in Main Police Building

During the Budget Workshop we discussed this issue with Council. We estimated the cost would be about $25,000 to replace the drafty and leaking windows in the Police facility. We do have $25,000 approved in this FY budget. We attempted to get numerous estimates and a number of vendors would not give a bid for a commercial building. The vendor that originally installed the windows did not want to bid. Only 2 places that bid; Pro Brother's Windows and Showroom for $25, 938.00 and we got an estimate from a local merchant Pullum Windows for $24,069.39. The Police Department requests the approval of local vendor Pullum.

Dedakis attested to the Police Department building needing some TLC. There was talk of a combined Police/Fire Department in maybe 5-10 years. You need windows! The Fire and DPW needs attention too. The building is actually separating from the ground. You have my vote on this. Maybe in the future we can have a feasibility session of the combo complex

Collins noted we have had a preliminary meeting with HRC to talk about investigating feasibility of sites.

Galeas noted the problems with the window installation originally at that building.

Kurtzweil stated she thanks Sgt. Sovik for noting this was a budgeted item also. That way she can note if a budget item will need an amendment down the line.

CM 8-8-16 CONSIDER APPROVAL OF PURCHASE AND INSTALLATION OF REPLACEMENT WINDOWS IN MAIN POLICE BUILDING

Motion by Kurtzweil, supported by Kramer
Motion to approve the purchase and installation of replacement windows by Pullum Windows in the amount of $24,069.39.

VOTE: **MOTION CARRIED UNANIMOUSLY**

11. Consider approval of Purchase and installation of replacement windows in City Building rented by SLARA at 318 W. Lake St.

Ladner stated that the City rents the building at 318 W. Lake St. to SLARA (South Lyon Area Recreation Authority). Very little preventative or on-going maintenance has been done to the building unless when it is absolutely necessary to repair it. It is going to reach a point where it becomes an eyesore and potentially unsafe for the employees working there. Martin and I toured the building this week and Amy is here if Council has any questions of her. Several of the items can be handled by the Department of Public Works and Water & Wastewater. SLARA as a board is looking into doing the carpet replacement and paying for that themselves. There is cracking of the cinder block and light is coming through from the outside. The windows are so drafty they have to put T-shirts along the edge of the windows to stop the draft. The

bathroom floor is cracked and heaving so that the toilet does not sit level. It needs significant maintenance. Since the Police Department was doing windows I contacted Pullum Windows to see if we could a quote (discount) to purchase and replaced the windows at the same time. The price to replace the windows (not the glass doors front or back) with new windows is $18,000.92. It is not a budgeted item but will require a budget amendment out of the General Fund but it is something that needs to be done before winter since it does affect utility bills. It is a building that is dedicated to a woman; there is a plaque outside the door.

Kurtzweil asked if the building needs this much work, how you got through the budget session. How did this happen?

Ladner noted she received the information from Amy after the budget was done. There are small items we can fix in between. Add a slop sink for mopping. Major remodeling of the bathrooms. An exterior door in the back where concrete needs to be reworked. A door on the back that opens onto the driveway so it is a hazard and unusable. I can pass on to Council the full evaluation of needs.

CM 8-8-16 TO WAIVE THE BIDDING PROCESS ON PURCHASE AND INSTALLATION OF WINDOWS IN LEIU OF QUOTES.

Motion by Kramer, supported by Weddell
Motion to waive the bidding process for the replacement of windows in the City Building at 318 W. Lake St.

VOTE: **MOTION CARRIED UNANIMOUSLY**

CM 8-8-16 CONSIDER APPROVAL OF PURCHASE AND INSTALLATION OF REPLACEMENT WINDOWS IN CITY BUILDING RENTED BY SLARA AT 318 W. LAKE ST.

Motion by Kramer, supported by Ryzyi
Motion to approve the purchase and installation of replacement windows in the City Building located at 318 W. Lake St. in the amount of $18,000.92 from Pullum Windows.

VOTE: **MOTION CARRIED UNANIMOUSLY**

12. Consider First reading of Ordinance rezoning Parcel 21-19-126-002 from RM-1 (Multiple Family Residential) to PD (Planned Development)

Attorney Wilhelm stated as indicated in the agenda note this is a housekeeping matter. Looking back on November 23, 2015 this matter was brought before the Council for preliminary site plan approval of a PD and rezoning. Looking at the documents there is no agenda note on that and for whatever reason I do not have an explanation but there was no formal ordinance

rezoning a parcel prepared. This matter is continuing to go through the process; the developers have changed, it has been sold and Planning Commission has reviewed this again. This is a housekeeping matter to approve the First Reading of the Rezoning Ordinance. I have provided you with a large amount of background material as to the November 23, 2015 action, the planning reviews, recommendation from the Planning Commission. I also included a copy of the draft Planned Development Agreement. That is not being reviewed or approved tonight. It is there for background purposes.

CM 8-8-16 CONSIDER FIRST READING OF ORDINANCE REZONING PARCEL 21-19-126-002 FROM RM-1 (MULTIPLE FAMILY RESIDENTIAL) TO PD (PLANNED DEVELOPMENT

Motion by Kivell, supported by Dedakis
Motion to approve the First Reading of Ordinance rezoning Parcel 21-19-126-002 from Thomasville RM-1 (Multiple Family Residential) to PD (Planned Development).

VOTE: **MOTION CARRIED UNANIMOUSLY**

Kivell stated Planning has already approved the final.

Ladner noted there are still a few issues that need to be cleared up according to Carmine.

Attorney Wilhelm stated there was a recommendation for Council to approve under certain conditions. I will follow up with Carmine on whether those conditions have been satisfied.

13. Consider request from Village at Eagle Heights for the City to accept dedication of water and sanitary sewer utility improvements and utility easements for the Village at Eagle Heights Development

Attorney Wilhelm stated this is the request to accept the dedication of water, sanitary sewer, utilities and easements in Village at Eagle Heights. Bob Donahue has been out in the field. It is my understanding the he and Mike Darga (HRC) have done in-field inspections. All the punch list items have been satisfied. This association has gone above and beyond to provide the appropriate documentation. Everything is in order so we would ask the Council approve and accept the dedication of the utilities listed in the bill of sale and the easement that corresponds with those utilities.

Ryzyi stated whenever we do these dedications I think it has the potential to be a win-win for the residents, the development and the City. The residents deserve this. They will have better service by the DPW.

CM 8-8-16 CONSIDER REQUEST FROM VILLAGE AT EAGLE HEIGHTS FOR THE CITY TO ACCEPT DEDICATION OF WATER AND SANITARY SEWER UTILITY IMPROVEMENTS AND UTILITY EASEMENTS FOR THE VILLAGE AT EAGLE HEIGHTS DEVELOPMENT

Motion by Ryzyi, supported by Kramer
Motion to accept the dedication of water, sanitary sewer, utilities and easements at the Village at Eagle Heights.

VOTE: **MOTION CARRIED UNANIMOUSLY**

Kurtzweil stated it is a beautiful place in South Lyon. A wonderful community.

Kivell added that this is a prime example of how this process is supposed to go.

Martin stated that he got to know the folks well. Debra Zimmerman was outstanding with Your Peace of Mind Management firm there. Good people.

Ladner stated we have 2-3 more that are currently very close; Glen Meadows and Martindale Estates. Quail Run is at a standstill currently.

DISCUSSION-DOWNTOWN

Donahue stated I just want to bring you up-to-date; there are 2 meetings scheduled with the owners of the Hotel. One is tomorrow we are meeting with Corey Balla and Chris and Kathy Baker, Ladner and I in Milford. We will talk of all the available financial incentives and they can make an informed decision on which route to go with reconstruction at the Hotel. The second meeting will be on Monday, August 15, 2016 and it is a pre-op conference with building official, the building inspector, code enforcer, Ladner and I to get the ball rolling and which direction they will take.

DDA board meeting on Thursday. Start preparing a commercial tax abatement policy and guideline with criteria (draft) in the next 30 days. Preparing a liquor license approval policy with criteria, again in the next 30 days or so. Also preparing a business recruitment strategy. I would like to have it done in a draft in the next 2 weeks.

Ryzyi added that Bob gave a great update last time. I am excited to hear about the new businesses coming in.

Donahue stated that I had my first disappointment. I am meeting with the realtors again with the principals of the realtors. I don't think we are getting the respect from entry level staff. I did meet with Thomas Duke and Gardham and they have properties downtown. We had 2 businesses via for the building next to the theater and I had hoped we could carry forward the kitchen store but it appears there will be a salon going in there. That is not the direction we want to go. Donahue stated that is why we need a strategy.

Ladner noted that the kitchen store was working on getting their financing but the realtor was not willing to wait for them to get it in place. It would have been a better retail opportunity for our downtown. We have 4-5 hair salons in the downtown area.

Dedakis stated we will have back to back salons there. That may drive out 2 business since they are competing.

Kurtzweil stated these realtors need to know we are serious about developing our downtown.

Ladner asked if the Council would entertain an idea for an incentive policy if Bob and I were to put something together for facade improvements as well as other economic incentives for attracting businesses to the downtown area.

Kivell and Kurtzweil both said absolutely!

Ladner stated that she has a connection with a group with a large collection of restaurants from the small diners style all the way up to white tablecloth dining on the west side of Michigan. I would like to reach out and have Bob and I see if they would be interested in expanding into this area of Michigan. They have restaurants in Grand Haven, Ada, Cascade, Caledonia and multiple locations in Grand Rapids. They are a very large restaurant collection. I won't mention them by name so other communities won't go after them. I worked with them for several years and I know their CEO and Operations Manager. Would you be willing to authorize a trip for the two of us to go over and meet with them?

Ryzyi stated you don't need to ask for permission for something like this you have the authority to do so. That is why we have you.

Kivell stated as far as the incentives, there is not a one size fits all so it would be obviously project driven.

Ryzyi asked about the Arts & Craft Building. Any resolution?

Donahue said he has received some information to discuss with the nephew and he is supposed to paint by the end of the season. Tom Lyons has the best response rate with them. He will be back from vacation at the end of the week.

Ryzyi stated any time he had the opportunity to promote businesses downtown I will do that. EMS Furniture Restoration & More is targeting August 18, 2016. It is nice to see a vacant building filled. Ambrosia is next to Jan's Skin Spa. They have great items for the kids. You have to walk up the stairs to get there. Tracy Hill Photography is moving from the current location on Lake St. over the Coral Sash at the end of this month and she will be offering photography classes.

Kurtzweil stated that this weekend South Lyon was the place to be. Farmer's Market was buzzing. There were people with bags that had gone into Coral Sash and Grand Trunk and Lake Street Tavern was filled. The weather was great. This was before Blues, Brews and Brats even started. Andrea did an incredible job with that. That whole downtown area benefitted from that event. Downtown looked good.

Galeas stated that the parking lot the Blues festival was in. We talked of improving it with signage. It does not get used often since people don't know it's a parking lot. The Fire Department uses it for training. Clean up the yard since we do the festival in there now.

Donahue noted he would get ahold of Bob Martin to talk about that.

MANAGER'S REPORT

Ladner wanted to thank the Council for your concern and graciousness while I was recovering over the past several weeks. I am very happy to be back at work and I tried to hit the ground running to achieve the goals Council and I set in the past year. South Lyon is well on its way to making several very large steps forward in the next few months and to continue to capitalize on the very positive reputation that South Lyon and the surrounding communities have as a growing, safe place to live to raise a family.

This week the City will begin 2 insurance analysis of our own and tomorrow with an MML member of the risk analysis team for our annual review and also with the Fire Department. I am also in the process of beginning the City's annual MMRMA liability insurance review. I will be asking for assistance from the department heads. Once that is reviewed we should get our check back from them. We do such a good job in keeping the City safe and we have no major liability issues we should get a refund close to $90,000.00 of expenses we paid into them and our premiums. We got almost half of it back. I announced in May I was appointed to the State Pool Committee. The MMRMA Conference is this month in Traverse City the 17th through the 21st but with the amount of time that I have been absent from the office so I will only attend the day of August 18, 2016.

I was asked by City staff members to make an announcement at the Council meeting so it goes out on Channel 19 our staff at the City Cemetery to remind residents that the Cemetery has rules on the amount and size of memorials, decorations and plantings placed on loved ones gravesite. There are several areas that crews are having a difficult time maintaining to the standards they feel this is necessary to honor everyone as we are approaching the Labor Day weekend. Many family and friends take the opportunity to remember their loved ones. Please remember these rules exist. The employees don't want to have to disturb anyone's memorial. If it does interfere with maintaining the Cemetery they will have to relocate or remove the memorials that expand outside the burial area of an individual plot. It is a public announcement to remind people of that.

I hope everyone enjoyed the Blues, Brews and Brats festival last weekend and our entertainment is not over for the year. This Friday in McHattie Park is San, Emily & Jacob (eclectic, genre-bending, acoustic trio) that begins at 7:00 pm. Then on Friday the 19th you can enjoy Pete Fetters (red hot rockin' blues) which was one of the bands at the festival this weekend. On Saturday the 20th you can take a trip back in time and enjoy the movie Grease in the park and starts at 9:00 to 9:30 (dusk).

I was asked by Councilman Kivell to provide each of you with a copy of my City Manager Performance Evaluation so we can set a date for the evaluation. My contract states the evaluation is to take place in June or as an agreed upon date by both parties. How does the Council want to handle it?

I have on computer the concept of the new web-site for the City and an internal page to show you. If I get your approval of the new web-site then we are ready to begin content migration. Ladner reviewed the changes with the site. I asked them to use navy blue, gold and silver those are the 3 high school colors and they have not been able to work silver in. If Council is okay with the blue, gold and white or go with completely different colors. School logos and a direct link there. FAQ- I want to..... will direct you to certain topics or locations. Resident's area would list City parks.

We can set the date for my evaluation.
Kivell stated the next meeting.
Ryzyi recalled the Police Chief Contract and stated as a City we should honor our contracts. If the contract says January, we should honor that. Just because Council did not do one in February you should not be punished for that. I want to see more goals/results. Not how you get along with other agencies. No scales 1-5.
Kurtzweil noted she has no clue how you work with employees or other agencies so I can't fill it out. I have no clue what your job description is. If you give me what your goals were I would have objective criteria to evaluate. We need to do a performance evaluation that deals more with objectives than with subjectivity. You need to be a participant in this evaluation. Do a self-accomplishment report and submit that. Let's follow the contract and do it more professionally. Per the contract you are to be reviewed first in February and subsequent annual review to occur in the month of February unless the parties agree otherwise. February is gone unless you agree to something before February 2017, your contract does not require you to go under an evaluation.
Kramer stated not the next meeting since he will not be available.
Kivell stated she was on medical leave the previous year that is why we scheduled the evaluation for June but was out on medical this year in June.
Ladner noted she was out February 2015 and June 2015. Here February 2016.
Kramer stated we need to have an annual review to give you guidance and this year we did not have one.
Ryzyi stated reviews before were garbage. What goals you had and the results. If it takes some time to put that together, so be it.

Kivell replied that the contract problem went away when she agreed to have it in June. The illness prevented the February review then we established June.
Ryzyi noted it has to be a mutual agreement by Lynne and the Council.
Dedakis stated you are our City figurehead so we all need to be on the same page since you have been absent. Not a negative thing.
Attorney Wilhelm reviewed the contract.
Kurtzweil does not want the City to breach a contract. They should have to draft a contract that said that.
Dedakis stated you are due for a review.
Attorney Wilhelm stated it should occur annually in February the methodology does have to be agreed on not the timing.
Maybe this is an issue I should render a formal opinion on.
Ladner noted early September she could put together a list of goals, a self-evaluation and an executive performance evaluation. We will review the performance format at the next meeting. Do this one in September then go back to February's time frame?
Wedell stated the evaluation used last year listed new performance goal and objectives. From the 2015 evaluation I expressed goals I would like to see and have another opportunity to comment on goals and evaluation. The last question on the last page should be included. If we change the format every year you cannot look back to evaluate.

COUNCIL COMMENTS

Kivell stated I love living in this City. Thank you.

Dedakis stated thank you guys have a good night.

Ryzyi stated I'm not going to be so brief. Lafayette Place the dumpster doors are always open and trash piles up.
Lynne noted the big issue is the company uses hooks on the trucks to dump them and never close the doors. It is an ordinance violation of the City. Required to have dumpster enclosures with doors.
Ryzyi stated he wanted to acknowledge the Blessing of the Back Pack extended to all the schools in the district. Also thanks to the election workers. They were really friendly. A light turn out. Are the sprinklers in McHattie Park repaired?
Martin said they had been.
Ryzyi the billboard at the entrance to McHattie Park it was leased in 2005 for 10 years. The City leased it 2005, renewed in 2015. The concern is in the lease does not stop language or material content.
Ladner stated we inherited the billboard. We did not get a copy of the lease when we purchased the property. The billboard company sent us a copy of the contract. Lease renewal every 10 year unless 180 days' notice is given. No control over what is advertised on it. The cost is $1,300 a year.
Ryzyi stated August 18 is the Ribbon cutting of the Little Free Library. Thank you.

Wedell stated apologies again to the City staff for your elongated working day that is all I have.

Kramer stated he wanted to thank everyone who participated in the South Lyon High School Football Booster golf outing this Saturday, a great turn and there is a lot of money for the football program. Appreciate everyone who showed up.

Kurtzweil stated there must be a Julian Assange in our community. A paper was slipped under my door and it was authored by Tedd Wallace and had a nasty comment to it. It pointed me to a Section of the Charter. As of Council action of February 25, to insert Chief Collins as temporary interim City Manager for the duration I am reinstituting that until the City s Manager is off medical and cleared for work and has a type written date of October 6, 2015. If this is what happened you have a violation of City Charter. The mayor does not have the ability to unilaterally appoint a successor that is done by Council need to. Another thing is the language Councilman Wedell used was noted by people in the community. I would not take the lords name in vain. Many found it offensive. We are a faith based community. The churches come to clean up in the spring even in the rain. We offended their god.
Dedakis stated Freedom of speech.
Kurtzweil suggested Wedell keep in mind and be more respectful.
Wedell stated he did use the lord's name in vain and for that I apologize. This is the second week in a row that I have been attacked by members of this Council. Why don't you clean up your act and maybe the rest of us can be more responsible as well. Thank you.
Galeas stated he is shocked about the anger that has showed up at this Council table. I think people need to question themselves. This has gotten out of hand. Some good came tonight among a lot of angst. Go home and listen to yourselves. You can laugh and dish it out but you can't take it. I have listened to this at too many meetings. This is about representing the City not yourself.

ADJOURNMENT

CM 8-8-16 MOTION TO ADJOURN
Motion by Kivell, supported by Kramer
Motion to adjourn the meeting at 11:18 pm

VOTE **MOTION CARRIED UNANIMOUSLY**

Respectfully submitted,

Mayor John Galeas

Marianne Jamison
Recording Secretary

AGENDA NOTE

MEETING DATE: August 22, 2016

PERSON PLACING ITEM ON AGENDA: City Attorney

AGENDA TOPIC: Second Reading of Ordinance rezoning Parcel 21-19-126-002 (Thomasville) from RM-1 (Multiple Family Residential) to PD (Planned Development)

EXPLANATION OF TOPIC:

This is a housekeeping matter. Council previously addressed this issue on November 23, 2015 and approved the Preliminary (Stage I) Planned Development Site Plan for the Thomasville site condominium development with conditions. The Council also approved the rezoning of the property, 11.65± acres on the south side of Eleven Mile Road approximately a quarter mile west of Pontiac Trail (Tax ID 21-19-126-002) from RM- I to PD (Planned Development), but no formal ordinance rezoning the Property was approved.

This is the first reading of the ordinance rezoning the Property from RM-I to PD consistent with the Council's action on November 23, 2015.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Proposed Ordinance Rezoning Parcel 21-19-126-002 from RM-1 to PD
- Minutes of 11/23/15 Council meeting
- Agenda packet excerpt from 11/23/15 Council meeting
- Draft Planned Development Agreement for Thomasville

POSSIBLE COURSES OF ACTION: Approve/no action/postpone

RECOMMENDATION: Approve the First Reading of the Ordinance Rezoning Parcel 21-19-126-002 (Thomasville) from RM-1 (Multiple Family) to PD (Planned Development) subject to the listed conditions.

SUGGESTED MOTION: Motion to Approve the First Reading of the Ordinance to Amend the Official Zoning Map of the City of South Lyon Rezoning Parcel 21-19-126-002 (Thomasville) from the RM-I District (Multiple-Family Residential) to the PD District (Planned Development) as presented and subject to the listed conditions:

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

B. The Preliminary (Stage I) Planned Development Site Plan for Thomasville prepared by Monument Engineering Group Associates, Inc., Job No. 14-137, approved by the City Council on November 23, 2015.

C. City Council approval of a Final (Stage II) Planned Development Site Plan for Thomasville pursuant to the City's Zoning Ordinance.

D. City Council approval of a Planned Development Agreement for Thomasville Site Condominium development.

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

F. All applicable City Ordinances and design standards.

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

ORDINANCE NO. __-16

CITY OF SOUTH LYON
OAKLAND COUNTY, MICHIGAN

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

WHEREAS, the Thomasville Preliminary (Stage I) Site Plan and rezoning of the approximately 11.65 acres of real property located south of Eleven Mile Road and west of Pontiac Trail, Parcel No. 21-19-126-002, meets the standards contained in Section 102-382 of the City of South Lyon Zoning Ordinance for the Planned Development district;

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

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

WHEREAS, the rezoning and proposed development is consistent with the City's anticipated master plan designation for the Property.

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

WHEREAS, the proposed development provides for 60 detached residential site condominiums which is less than the number of units permitted under the RM-1 zoning district.

WHEREAS, the proposed development provides for usable open space.

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

WHEREAS, the proposed development provides adequate landscaping to ensure the proposed uses will be adequately buffered from adjacent uses.

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

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

THE CITY OF SOUTH LYON ORDAINS:

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

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

B. The Preliminary (Stage I) Planned Development Site Plan for Thomasville prepared by Monument Engineering Group Associates, Inc., Job No. 14-137, approved by the City Council on November 23, 2015.

C. City Council approval of a Final (Stage II) Planned Development Site Plan for Thomasville pursuant to the City's Zoning Ordinance.

D. City Council approval of a Planned Development Agreement for Thomasville Site Condominium development.

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

F. All applicable City Ordinances and design standards.

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

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

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

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

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

Made, passed and adopted by the South Lyon City Council this ____ day of _____, 2016.

_____
John Galeas, Jr., 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 _____, 2016.

_____
Lisa Deaton, City Clerk

Adopted:
Published:
Effective:

EXHIBIT A
LEGAL DESCRIPTION
CITY OF SOUTH LYON ORDINANCE __-16

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

Containing 11.635 (Gross)
Containing 10.636 AC (Net Usable- Less R/W)

Parcel Tax Number: 21-19-126-002

The City of South Lyon
Regular City Council Meeting
November 23, 2015

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

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

CM 11-1-15 MOTION TO EXCUSE ABSENCE OF COUNCILMAN KRAMER

Motion by Wedell, supported by Kurtzweil
Motion to excuse absence of Councilman Kramer

VOTE: MOTION CARRIED UNANIMOUSLY

MINUTES

Councilman Kivell stated he would like to change a couple sentences on page 4. Councilmember Kurtzweil stated on page 8, she would like the 3 words "and we think" removed from that sentence.

CM 11-2-15 MOTION TO APPROVE MINUTES

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

VOTE: MOTION CARRIED UNANIMOUSLY

BILLS- None

AGENDA

City Manager Ladner stated there were two requests to add 2 items onto the Agenda. Mayor Galeas requested item #8 to be a discussion on blight and blight ordinances, and Councilmember Kurtzweil requested a discussion item on the downtown which will be item #9.

CM 11-3-15 MOTION TO APPROVE AGENDA

Motion by Kivell, supported by Kurtzweil

Motion to approve agenda as amended

VOTE: MOTION CARRIED UNANIMOUSLY

PUBLIC COMMENT

Bob Ziegler of 1000 N Lafayette stated he is here with other members of the South Lyon Youth Assistance and they would like to give a brief presentation. Radha Vichave-Kshirsadar stated she has been a board member for about 10 years and they are here to thank the City for their sponsorship and to share some updates. Dorian Brant stated she is the caseworker and she works with families and youth that are having difficulites. She receives referrals from many different agencies as well as families and she works with the Board to provide the area with programs. Ms. Vichave-Kshirsadar stated they have many programs which include tutorial services, summer camp which is drama based, summer camp, family education, shop with a hero and many more. Thad Bogert stated that Mentors Plus is a program that help young people that could benefit from having a friend. He stated the commitment of being a mentor is one hour a week for a year and the only qualification is compassion and a desire to be a role model. He further stated he has been a mentor for 3 years, and it has been the most rewarding experience. Mr. Bogert stated one hour a week can make a huge difference in a young person's life. He further stated if anyone is interested in becoming a mentor please contact a board member or visit the website at slaya.org.

OLD BUSINESS

1. Consider approval of funding for the City's portion of the Safe Routes to School Grant

Leslie Zawata stated she made some revisions to the estimate. She stated she has modified a few things since the last meeting. Ms. Zawata stated they modified the unit prices throughout the estimate. She stated the additions to the estimate are due to the increase in cost of the pedestrian bridge crossing over the Sayer Drain. MDOT requires a 14 foot wide pedestrian bridge when they are grant projects. She further stated the estimate is conservative and we want our numbers high because if you apply to low and the bids come back high, the grant will not cover that. She stated if the bids do come in too high, we have the ability to reject the bids and not continue with the project. Ms. Zawata stated the pedestrian bridge will connect the residents at Princeton over the Sayer Drain directly to the middle school and avoid Pontiac Trail completely. She further stated it is a pre-fabricated bridge; it will be delivered in pieces and fabricated on site. Councilman Wedell stated the cost for the engineering has increased significantly. City Manager Ladner stated the current numbers are for the entire project, the original smaller amount was just for the traffic signal.

CM 11-4-15 MOTION TO APPROVE CITY'S PORTION OF THE SAFE ROUTES TO SCHOOL GRANT

Motion by Kivell, supported by Ryzyi
Motion to approve the City's portion of the safe routes to school grant of $110,709.48

VOTE: MOTION CARRIED UNANIMOUSLY

NEW BUSINESS

1. Consider appointment/resignations from City Commissions

Mayor Galeas stated Carl Richards resigned from the Cable Commission and Council needs to approve his resignation.

CM 11-5-15 MOTION TO ACCEPT RESIGNATION

Motion by Wedell, supported by Ryzyi
Motion to accept Carl Richards resignation with thanks

VOTE: MOTION CARRIED UNANIMOUSLY

Mayor Galeas stated he has received an application from Rich Neely for the Parks and Recreation Commission. City Manager Ladner stated the Parks and Recreation Commission members are excited to have him join.
Mayor Galeas stated he would like to appoint Rich Neely to the Parks and Recreation Commission and thank him for his interest.

CM 11-6-15 MOTION FOR APPOINTMENT

Appointment by Galeas, supported by Kivell
Motion to appoint Rich Neely to the Parks and Recreation Commission

VOTE: MOTION CARRIED UNANIMOUSLY

2. Consider approval of preliminary site plans for Thomasville Development on 11 Mile Road

Carmine Avantini of CIB Planning stated this is the preliminary site plan for Thomasville Development on 11 Mile near Colonial Acres. He stated it is zoned multifamily residential and the developer could have built an apartment complex according to the zoning. After speaking with the developer, they agreed on a small lot, single family residential development would be beneficial. He further stated this is a two-step process. The Planning Commission recommends the Council to approve the preliminary plan, which means they agree with the road layout and house configuration. If the Council approves the plan, the developer will then go back to the Planning Commission for a final site plan, which will then come back to Council for final approval with much more of a detailed plan. Mr. Avantini stated the road will connect with Colonial Acres which is something the Fire and Police Department were in strong approval of. He further stated they added an emergency access as well per the request of the Fire Chief. Councilman Kivell stated the plan looks like a nice transition from Colonial Acres to the regular

residential across 11 Mile. He further stated he is concerned about the side-yard setbacks only being 5 foot minimum. He stated with a 5 foot minimum it basically means a house could be only 10 feet away from another house as opposed to 12 feet. He stated if there is a fire or rescue attempt that needs to be made; the extra 2 feet can make a huge difference. He stated he hopes they take that into account before they come back for final approval. Councilmember Dedakis stated she shares the concerns regarding the density. She asked if residential sprinklers will be required because of the density level. Mr. Avantini stated there are thresholds that need to be met before they are required. Councilmember Dedakis asked if this would be a senior development or will it be available for all ages. Mr. Avantini stated it will not be age restricted, but the size of the units is geared more towards seniors, or people looking to downsize. Councilmember Kurtzweil stated she was on the Planning Commission when this development began with 90 condo units, but the Planning Commission was able to bring the number down to 62. She further stated they discussed some green space areas, therefore the developer agreed to lower the number by 2. Councilmember Kurtzweil stated the setbacks requirements in Novi developments are beginning to decline. She stated some of the buildings in Knightbridge are very tight to each other and the emergency vehicles do not have any issues. She further stated that reflects the high demand for real estate. She stated she is not bothered by the 6 foot setback, and she is happy with the transition from Colonial Acres. She further stated she will continue to advocate for restrictions to be placed on the use of the properties so it doesn't interfere with the residents of Colonial Acres. Mayor Galeas stated he agrees with Councilman Kivell regarding the setbacks, but he understands the setbacks are becoming smaller because of the demand for real estate. He further stated he believes this development will sell out and it will be a good development for the community. Councilman Kivell stated he understands the residents will have a small yard, but because there are other developments that are having tighter setbacks, doesn't mean South Lyon needs to follow along. Councilman Ryzyi stated this is a transitional community abutting Colonial Acres and he would also like to see restrictions excluding swing sets and such to ensure it will remain that way.

CM 11-7-15 MOTION TO APPROVE PRELIMINARY SITE PLAN FOR THOMASVILLE DEVELOPMENT

Motion by Kivell, supported by Dedakis
Motion to approve the transition to Planned Development rezoning and Preliminary PUD site plan conditioned on the execution of the planned development agreement along with any other conditions according to City staff and consultants.

VOTE: MOTION CARRIED UNANIMOUSLY

3. Request to address Council by Dr. Kaplan regarding drive approach to Kaplan Chiropractic 410 N Lafayette Street

Mayor Galeas stated Dr. Kaplan requested to speak with Council regarding problems with his drive way approach. Dr. Kaplan stated he has been at 410 N Lafayette for 10 years and at the southern end of this parking lot water continues to accumulate and it is continually getting worse. He stated he understands he needs to maintain his property, but there is a difference between maintain and repair. This needs to be repaired. He further stated any time there is road work done on Pontiac Trail, the problem

continually gets worse. He stated he has spoken with Bob Martin, past City Managers and they all say it is a County problem. He stated the County says this is a low priority. Dr. Kaplan stated it appears the road is continually being built up and the water is not getting to the drain. He further stated he was told to just put asphalt down and possibly to move the water to the drain would be $2,500. He further stated he was told the old concrete foundation would need to be replaced and he was told it would be thousands of dollars and Dr. Kaplan stated he doesn't have that kind of money. Dr. Kaplan stated he is asking for help from the City to get this fixed. Councilman Ryzyi stated this speaks to a larger issue. He further stated he also had a resident come to him regarding a draining issue at the end of his driveway. He stated he wants to know who is responsible. City Manager Ladner stated it is a driveway approach, it is the property owner's property, but there is an easement with a right of way, but that easement does not give up the property owner's responsibility for repair and maintenance. She further stated the Road Commission has told her it is not their issue. She further stated if the City begins making improvements on private property with individual property owners we will need to be repaired to do that throughout the City. Councilman Kivell stated we can contact the Road Commission on your behalf, but there are other issues that we don't seem to have a huge impact on them. City Manager Ladner stated she can ask to meet with Oakland County Road Commission again and ask them to look at it again, and if it is truly a drain issue, we can ask them to see if they can work with us as they have in the past. Councilman Kivell stated he doesn't think it is a drain issue; he thinks it may be a Road Commission problem. Councilmember Kurtzweil stated it is interesting that the Road Commission would come out and do patchwork if it is not their problem. She further stated there needs to be an investigation and it speaks to a larger problem. She stated she is tired of South Lyon being put on the back burner when it comes to Oakland County. The City leadership needs to become the squeaky wheel and stick up for the City. She further stated she will go to an Oakland County Road Commission meeting and demand they come to South Lyon. South Lyon needs to be a priority to Oakland County. Mayor Galeas stated he agrees with Maggie and it seems we don't get top priority because we are in the far corner of Oakland County, but he thinks we do need to do what we can to get answers so we can address these issues. Department Head Martin stated there are drainage issues from the rail road tracks down Pontiac Trail to McHattie. The storm sewers are old and undersized and some don't drain very well. We had the drain Commission jet the drains, but every time the County works on Pontiac Trail and 10 Mile, it changes the grade. If the homeowners don't have their driveway approaches changed as well, it can cause ponding. He further stated how much does the City take on? Councilman Ryzyi stated the City needs to help the residents that are in that situation. Department Head Martin stated the street and the sidewalk in front of Dr. Kaplan's is fine, but the approach is the problem. Councilman Kivell stated he has made many comments and suggestions on the RCOC website and to demonstrate how strongly South Lyon is thought of, there is a drop box for each City in Oakland County, and the City of South Lyon is not even represented. They told him to use Lyon Townships drop box. Councilman Ryzyi stated this is a safety issue and it needs to be addressed. Councilmember Kurtzweil stated she will be attending an Oakland County Road Commission meeting and if she has to she will meet with L. Brooks Peterson himself. She stated there are a few communities that get top notch service, but South Lyon is not one of them. She further stated the City leadership needs to start letting people know South Lyon is on the map.

4. Consider setting public hearing date for CDBG application- projects Senior Center and HAVEN

CIB PLANNING

Community Image Builders

November 19, 2015

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

Subject:	Thomasville Site Condominium, PD Rezoning & Preliminary PD Site Plan
Description of Application:	The applicant is requesting Planned Development rezoning and Preliminary PD Site Plan approval for the proposed development of a 60 unit single-family residential development on an 11.635 acre parcel.
Site Location:	South side of 11 mile, 1/4 mile west of Pontiac Trail
Applicant:	Tom Schroder 52401 Trailwood Dr. South Lyon, MI 48178
Zoning:	RM-1, Multiple-Family Residential District
Plans Dated:	11-17-15

Dear City Council Members:

We have reviewed the above *revised* PD Rezoning and Preliminary PD Site Plan request to construct a 60 unit, detached single-family residential site condominium development fronting 11 Mile Road and abutting Colonial Acres. The site is triangular in shape and bordered by 11 Mile Road and single-family residential to the north; the railroad and condominium units to the south; and condominium units to the east. A pond is also located at the northwest corner of the site, next to the railroad track and 11 Mile Road. This property was originally approved for the construction of fifteen (15), 6-unit condominium buildings with outside parking, identical to those immediately east of the site. If developed under the original plan, a total of 90 units would be constructed. The proposed single-family development would use the same entryway location as shown on the original plan. The applicant has indicated that current lending requirements make the development and sale of attached condominium units impractical.

BACKGROUND

At the August 13, 2015 meeting, the Planning Commission recommended approval of the Preliminary PUD Site Plan to City Council, with conditions. This project was originally reviewed conceptually by the Planning Commission at the May 29, 2014 meeting with the Commissioners generally in favor of the development, citing the need for this type of housing. Commissioners also expressed the need for quality and variety with the houses that would be built. Although no action was formally taken, the use of the One Family Cluster Housing Option seemed appropriate at that

17195 Silver Parkway, #309
Fenton, MI 48430

Phone: 810-335-3800
Email: avantini@cibplanning.com

time. The applicant is now applying for virtually the same project under the PD, Planned Development Option, since the process is virtually the same as that for the One Family Cluster Housing Option but provides more flexibility. The Planning Commission also provided additional comments to the applicant at the June 11, 2015 meeting, after holding a public hearing.

CURRENT ZONING REQUIREMENTS

The RM-1 District allows the development of single-family residential units as a permitted use, provided the dimensional requirements of the R-3 District are met. The R-3 District permits a maximum density of 3.7 units per acre (*Section 102-457(n), Notes to schedule of regulations*) with a minimum lot size of 8,750 square feet. Based upon the total acreage, this means that 44 units would be allowed by right under the R-3 District while a total of 60 units are proposed. To develop the site as shown, the applicant must utilize the PD, Planned Development Option.

PD, PLANNED DEVELOPMENT REVIEW PROCESS

The proposed PD, Planned Development Rezoning and corresponding Preliminary PD Plan approval would provide general acceptance of the road layout, lot (unit) sizes, open space, preliminary landscaping, and housing designs. A public hearing has been held, as required under the ordinance, for PD Rezoning and Preliminary PD Plan review, and a positive recommendation from the Planning Commission made. If the PD Rezoning, and corresponding Preliminary PD Plan, is approved by City Council, the applicant will return to the Planning Commission for Final PD Plan review and recommendation to City Council. All of the requirements for site plan submissions in Article IV of the zoning ordinance must be complied with at that time.

PD, PLANNED DEVELOPMENT REZONING REVIEW STANDARDS

Section 102-382 of the zoning ordinance lists the following standards that must be met for consideration of a Planned Development rezoning request:

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

Review Comment: The proposed use will create less density than the originally-approved attached single-family condominiums and be easier for purchasers to finance. It will also improve access for the existing Colonial Acres development and provide moderately-priced new construction housing for the community. The Lexington Oaks project helped fill that need but those units have already sold out.

(b) The uses proposed shall be consistent with the master plan of future land use for the city.

Review Comment: The proposed future land use designation for the site is Suburban Residential, which includes "Planned developments that may contain a mix of suburban and traditional residential."

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

Review Comment: Given the unique characteristics of the site (unusual shape, a pond, proximity to a railroad, etc.) a Planned Development is more appropriate than a project developed under RM-1, Multiple-Family Residential zoning regulations, or even the density requirements of the R-3, Single-Family Residential District.

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

Review Comment: Given the challenging shape of the lot and unique characteristics of the site, the open space is provided between the units that back up to one another, thereby preventing the creation of through-lots. The pond at the northwest corner of the site is also being maintained as-is, the trees along 11 Mile Road will be preserved, and a small pocket park has been added just west of the pond.

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

Review Comment: Each unit will have a garage and the amount of parking required under the proposed PD rezoning will be the same as that under the R-3 zoning designation.

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

Review Comment: Landscape buffering is to be provided along the south and east property lines, abutting the existing condominium units. Any additional landscaping needed to buffer properties will be determined under Final PD Plan review.

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

Review Comment: Vehicular access to the property will be from 11 Mile Road and meets the above criteria, while improving accessibility for the existing Colonial Acres project. Sidewalks are also provided within the project, to be reviewed as part of the Preliminary PD Plan review.

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

Review Comment: The pond and perimeter trees on the northern edge of the property will be preserved under this project.

PRELIMINARY PD PLAN REVIEW COMMENTS

Section 102-131(a) of the City of South Lyon Zoning Ordinance lists the submittal requirements for site plan review. Based on our review of the proposal, discussions with the applicant, and comments received from the Planning Commission during Conceptual Review of the project, we offer the following for your consideration:

1. **Overall Density.** *Section 102-387(b)(1), General design standards,* of the ordinance states that "The maximum permitted residential density for single-family dwelling shall not exceed the density allowed for the area currently zoned single-family as shown on the zoning district map." The current zoning designation for the subject property is RM-1 but the ordinance states that "The standards of the schedule of regulations applicable to the R-3 one-family residential district shall apply as minimum standards when one-family detached dwellings are erected." Footnote (n) for the R-3 District also states that "Single-family detached condominiums in condominium subdivisions shall meet all requirements and standards of the district in which such dwellings are to be constructed, including minimum floor area requirements, and excepting minimum lot size, which shall be so developed that the number of dwelling units per gross acre shall not exceed the following: (4) R-3, 3.7 dwelling units per gross acre." The applicant is requesting 62 units, to meet the benefit of providing moderately priced new housing, citing that the overall density will still be much lower than the previously approved 90 units and close to the 5.0 units per acre under the One Family Cluster Housing Option. A waiver will have to be granted to allow an overall density of approximately 5.3 units per acre.

2. **Area and Bulk.** The proposed site was reviewed in accordance with *Section 102-459, Open space preservation option,* as described in the following table.

	Required	Provided	Comments
Lot Area	8750 sq. ft. minimum	Average of 4200 s.f.	A waiver will be needed
Lot Width	60 ft. minimum	40 ft. minimum	A waiver will be needed
Residential Density	3.7 units/acre max.	Approximately 5.15 units/acre	A waiver will be needed but also note that the One-Family Open Space Option allows a maximum density of 5.0 units per acre, which is comparable to this development.
Front yard setback (single-family)	25 ft.	25 ft.	In compliance

	Required	Provided	Comments
Side yard setback	6/10 ft.	5/10 ft.	The Planning Commission recommended approval of the proposed side yard setbacks, especially since the same distance is permitted under the One-Family Open Space Option, and the corresponding waiver.
Rear yard	35 ft.	Varies, from 20 ft. to 40 ft.	The Planning Commission recommended approval of the waiver.
Building Height (single-family)	2 stories max. 25 ft. max. building height	1-2 stories, max. 25 ft. height	In compliance
Lot Coverage (buildings)	25% maximum	16.8%	In compliance

3. **Overall Layout.** The overall layout of the proposed development seems reasonable and matches that recommended for City Council approval at the August 13, 2015 Planning Commission meeting

4. **Emergency Access.** The Police and Fire Departments requested the installation of a paved, gated emergency access drive to 11 Mile Road. This has been provided and details for construction and maintenance will have to be provided at the time of Final PD Plan review. They also indicated the need to have the main drive (Lexington Drive) connect with the drive for Colonial Acres to the north for improved emergency access.

5. **Park Area.** Per direction from the Planning Commission, two (2) units were removed from the previous Preliminary Plan and replaced with a park area, to the southwest of the pond.

6. **Preliminary Landscape Plan.** The preliminary landscape plan provides both the required street trees and replacement trees. In addition, the planting size for almost all of the proposed trees exceeds ordinance requirements and is considered a benefit of the project. Since residents from the existing condominium units to the south and east expressed concern about buffering between developments, the landscape plan indicates the planting of evergreen trees (minimum 10' height) along the property line.

7. **Building Elevations.** The use of high-quality building elevations and materials is critical to the successful development of a small lot, single-family project such as this. The preliminary building elevations are attractive and have the potential to meet this standard, conditioned upon the proper variety of elevations and acceptable building materials/colors. The Planning Commission did express the need for architectural variety and the introduction of a third, and possibly fourth, elevation should be considered under Final PD Site Plan review.

RECOMENDATION

Based upon the above discussion, **the Planning Commission recommends approval to City Council for the PD, Planned Development rezoning and Preliminary PD Site Plan for the Thomasville development,** with approval of waivers to allow: a) an average lot area of 4,200 s.f.; b) a minimum lot width of 40 ft.; c) an overall density of 5.3 units per acre; d) a setback of 10 feet between buildings; and e) a rear yard setback that in some cases drops below 35 ft.

If you have any further questions, please contact us at 810-335-3800.

Sincerely,

CIB PLANNING

Carmine P. Avantini, AICP

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

MEMO

To: Kristen Delaney, Community Development

From: Mike Kennedy, Fire Chief

Date: May 16, 2014

Reference: Eleven Mile Planned Development

Upon review of the Eleven Mile Planned Development, I have the following comments.

I. **Unit Density**
The plan does not have exact measurements, but I have significant concern of the density of units. If this density were to be allowed, I would strongly petition for the inclusion of residential sprinklers to be required.

II. **Fire Apparatus Access Road**
Based on the proposed number of units, the developer will be required to add a secondary fire apparatus access road or install residential sprinklers in all of the units.

SECTION D107 ONE- OR TWO-FAMILY RESIDENTIAL DEVELOPMENTS
D107.1 One- or two-family dwelling residential developments.
Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with separate and approved fire apparatus access roads and shall meet the requirements of Section D104.3.

Exceptions:
1. Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, access from two directions shall not be required.
2. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official.

SOUTH LYON FIRE DEPARTMENT

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

III. **Road Width**

Road width is not addressed. Depending on the road width, one or both sides of the street will need to be designated as fire lane.

503.2 Specifications.
Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.7.

503.2.1 Dimensions.
Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).

503.2.2 Authority.
The fire code official shall have the authority to require an increase in the minimum access widths where they are inadequate for fire or rescue operations.

D103.6.1 Roads 20 to 26 feet in width.
Fire apparatus access roads 20 to 26 feet wide (6096 to 7925 mm) shall be posted on both sides as a fire lane.

CITY OF SOUTH LYON

REZONING APPLICATION

REZONING REQUEST

I (We), the undersigned, do hereby respectfully make application and petition the governing body to amend the zoning map a hereinafter requested, and in support of this application, the following factors are shown:

(Complete either 1 or 2)

1. The property is part of a recorded plat. The property sought to be rezoned is located at 11 Mile Road between Pontiac Trail and Dix Berco on the South side of the street, and is known as Lot (s) Number _____ of Thomasville Subdivision). It has a frontage of _____ feet, and a depth of _____ feet average.

2. The property is in acreage, and is not, therefore, a part of a recorded plat. The property sought to be rezoned is located and described as follows:
(Indicate total acreage also)
Tax ID # 21-19-126-002 containing 11.635 acres of land
See attached legal description

3. The property sought to be rezoned is owned by:
Name: Cornerstone Land, LLC
Street Address 10752 Waterfall Court
City South Lyon, MI 48178

4. It is desired and requested that the foregoing described property be zoned from: RM-1 to PD

5. It is proposed that the property will be put to the following use: single family residential

6. It is proposed that the following building(s) will be constructed: 62 single family residential units with attached garages

7. Attach a statement hereto indicating why, in your opinion, the change requested is necessary for the presentation and enjoyment of substantial property rights, and why such change will not be detrimental to the public welfare, nor the property of other persons located in the vicinity thereof.

8. Attach fifteen (15) prints of a parcel map drawn at a scale of not less than 1" = 200' if the parcel is under three acres and 1" = 100' if the parcel is three acres or more, showing the lot or parcel in question, and all adjacent and abutting property lines, public right-of-way and existing zoning.

Signature of Applicant: [signature]

Address: 10758 Waterfall Court South Lyon

Phone Number: 248 613-3752

9. Applicants' basis of representation (e.g., legal representative, owner, option to buy):

Owner

A. ACTION TAKEN BY THE PLANNING COMMISSION

1. Date of first appearance of petitioner: _____
2. Findings of the Planning Commission: _____
3. Recommendation to Governing Body: _____

B. ACTION TAKEN BY GOVERNING BODY

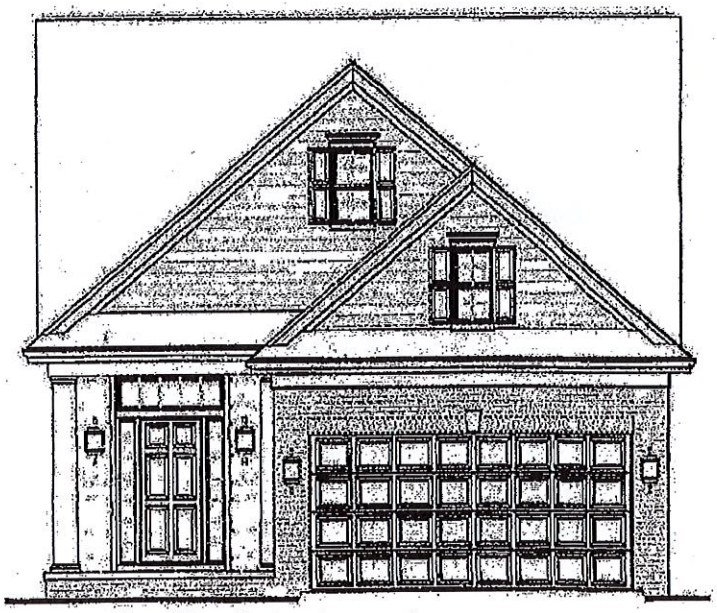
1. Date of public hearing: _____
2. Findings of the governing body: _____
3. Action of the governing body: _____

Morrisville



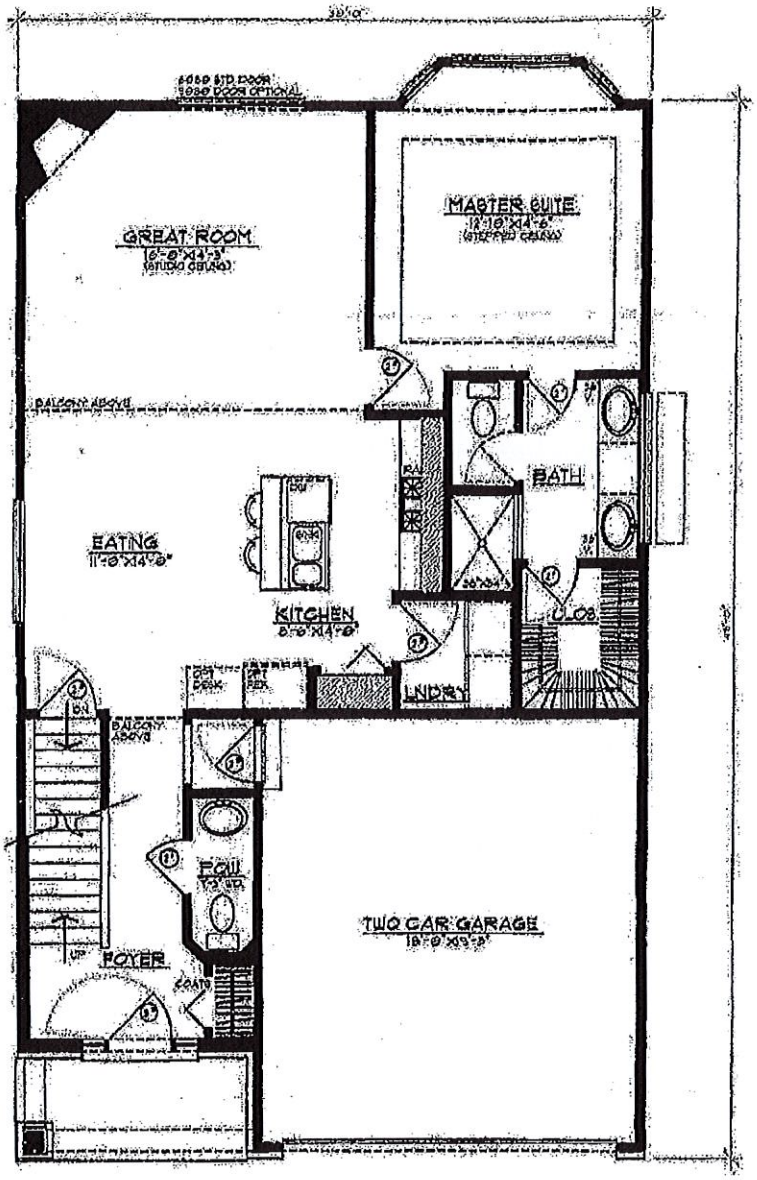
FRONT ELEVATION SCALE: 1/4"=1'-0"

ELEVATION "B"



FRONT ELEVATION SCALE: 1/4"=1'-0"

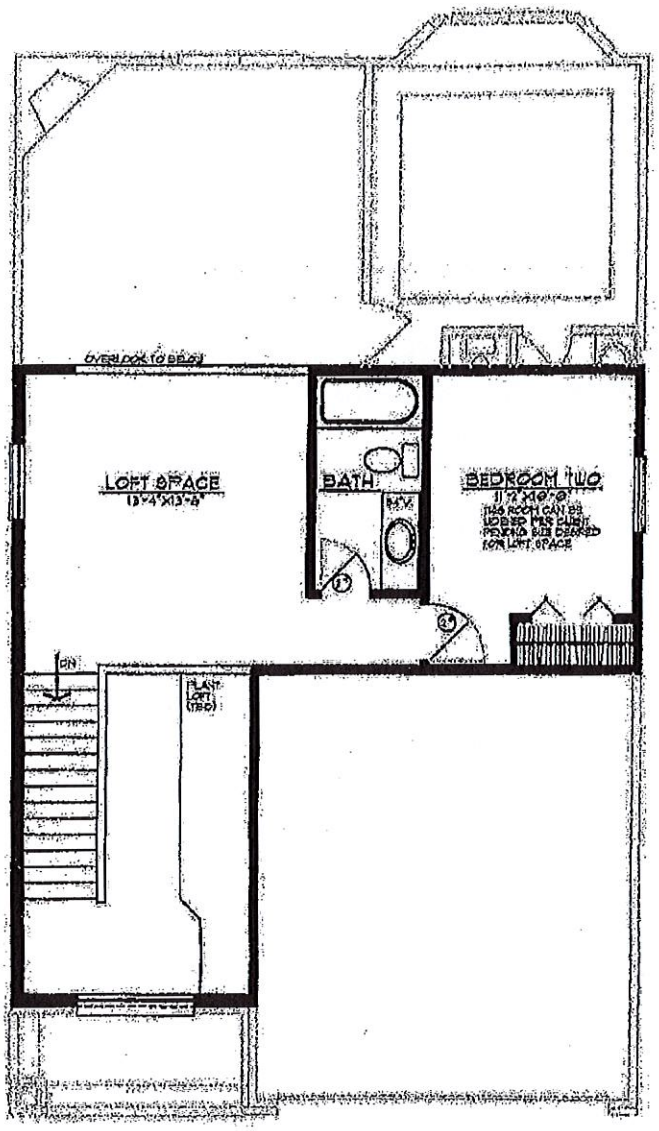
ELEVATION "A"



MAIN LEVEL FLOOR PLAN

SCALE: 1/4"=1'-0"

1053 SQUARE FEET - THIS LEVEL ONLY
1481 TOTAL SQUARE FEET



UPPER LEVEL FLR PLAN

SCALE: 1/4"=1'-0"

428 SQUARE FEET - THIS LEVEL ONLY

ROUNDUP

East girls tennis

The Cougars advanced all of their flights to the quarterfinals before running into the No. 1 and 2 teams in the state in Detroit Country Day and Cranbrook at the Regionals.

The Cougars finished fifth, one point behind fourth.

"We played the hard losing at many points off them as they only seeds Carol Childress said. "Overall day for tennis and the team played strong at with every matchup."

East girls soccer

The Cougars turned in a tough football and lost a pair.

East finished off division play with a 2-0 win May 12 against rival South Lyon to finish in the Central Division at 2-0-2.

The Cougars were back on the pitch the next day and hosted Franklin. SO, in a cross-over match.

South Lyon boys golf

Nate Carp and Jason Ting turned in 37 each May 14 as the Lions beat Franklin, 185-186, at Ore Wyle. Nick Shain shot 43 and Cal Hatton closed out the scoring with 44.

The Lions also beat Churchill, 161-181, May 12.

East boys golf

The Cougars shaved a 171-235 victory May 12 against Wayne.

South Lyon football Golf outing

South Lyon football will host a golf outing May 30 at Cattails. Cost is $100 and registration can be done at e2golf.com/slhs.com with search word SLHS.

Registration begins at 11:30 a.m. with shotgun start at 1 p.m.

Fee includes range balls, lunch, longest drive and closest to pin, along with steak dinner after.

Contact Sarah Cecola at cecola@aol.com or 248-755-9526 for more information.

East cystic fibrosis fundraiser

South Lyon East basketball will take a pair to help benefit Cougars softball team, a 9 game at 5:30 p.m. Friday, May 22, at East. The Ann Arbor Chapter of Cystic Fibrosis will be present for the game that is free of charge to all.

Free girls golf instruction

Free golf instruction is being offered to any girls, juvenile or eighth grade girls who will be eventually attending South Lyon High School. Contact South Lyon High girls golf coach Dan Shakirka at (248) 437-9725 or email to dandjack@att.net.

East girls basketball camp

Plans are in motion for a coed by South Lyon East High School basketball coaches in the fundamentals and techniques for, rebounding, passing, ball handling and shooting. Next sixth, speed and jump, team play, along with other all conditioning, will be incorporated into each of the sessions. The camps will also teach defensive and offensive team concepts.

Cost is $100 (eight) players can for more information and to register or contact coach Rob Leadley at (734) 634-8611 ext. 1.

Monday through Friday, June 9-13, grades 2-3, 9 a.m. to noon and grades 4-6, 1:30 to 4:30 p.m. at Dooly Primary, Kent Lake Elementary School. Cost is $75 with family discounts available.

High School, June 16-19, 9 a.m. to noon. Mondays and Tuesdays - June 2-16 and 23-24 and July 7, 28-31 and 27-28, 6-9 p.m. at South Lyon East. Cost is $135 and includes a camp T-shirt and the opportunity to practice and play in at least six games against other teams. Wednesday and Thursday dates, family discounts available.

— Staff Report

SOFTBALL

Continued from Page B8

Nicole said. "She moved the ball around pretty well. Defensively Nicole went 4-for-4 to pass the batters.

East 9, Waterford Mott 2

Bowen took center stage in the circle and allowed just four hits with four strikeouts for the win.

LaVoie, Nicole and Daly had two hits each. LaVoie, Daly, Meadows and Dolan all had a hand in 4 total put four in the mix to pull a by.

"That is something we have had the chance to do several times during the K.L.A. sliding to a four-run lead with three more runs," Paul Nicole said. "We missed a couple opportunities during the season. We have focused on the knockout punch and had a lot of success that weekend with putting teams away."

East 6, Belleville 0

Taylor pitched the shutout, allowing just three hits in a complete game.

"Another solid game for Baker. She continues to improve her speed and her movement and keeps batters off balance," coach Nicole said.

LaVoie knocked in two with a shot to left-center to get the offense going. Daly homered in the fifth for insurance.

"Kate hit was huge," coach Nicole said. "As we have had to many times this season, we had runners in scoring position, getting out in a two-run lead in first inning as a one-hit ball there hits in a complete game.

East 9, Mayfield City A

In the first game, Kate scored six runs in the fifth inning to get the win. Nicole tripled in a two and Bowen homered for three runs. Daly and LaVoie singled before double by Meadows led Kayla Dolan scored a to seal the win.

This game was about timely hitting. We have done a all throughout the season," coach Nicole said. "Today that was the knockout punch we have practiced. We had timely hits, great base running and ended with strong pitching effort."

Paul Nicole was happy with how the team finished the weekend, and is very what he is seeing as the postseason draws near.

The Cougars will open district play at 4 p.m. May 28 against Redford Thurston.

Daily Briefing is focused

"We are in a great spot heading into the district," he said. "We are 13-1 in our last 14 games. Everyone is healthy, our offense is clicking and pitching is the only thing at the right time, we are hitting for both power and consistency. Our pitching has been solid. I am excited for districts to start."

Matt Roth

CITY OF SOUTH LYON
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of South Lyon will hold a public hearing at 7:00 p.m. or as soon thereafter as the matter may be heard, on Monday, June 16, 2014 for the purpose of considering the following proposed Ordinance: AN ORDINANCE TO AMEND SECTION 1.2 OF CHAPTER 1 OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH LYON, MICHIGAN, PERTAINING TO THE ADOPTION OF CODES. The proposed Ordinance may be examined at the City Hall, 335 South Warren Street, South Lyon, Michigan.

Interested parties are invited to attend the public hearing and review of the proposed Ordinance and Preliminary PD Development Plan. Copies are available for inspection at the City of South Lyon Clerk's office during regular business hours. Written comments concerning the proposed Ordinance may be submitted to the City Clerk's Office at 335 South Warren, South Lyon, Michigan, prior to the hearing or may be presented at the public hearing.

Rachel Wojtanek
LISA DEATON
CITY CLERK/TREASURER

NOTICE OF PUBLIC HEARING
Salem Township Zoning Board of Appeals
Notice of Public Hearing
June 10, 2014

Notice is hereby given that a public hearing will be held by the Salem Township Zoning Board of Appeals at the Salem Township Hall, 9600 Six Mile Road, Northville, Michigan, on Tuesday, June 17, 2014 at 7:30 p.m. for the purpose of hearing an appeal filed by Mr. Paul Rizzo of Rizzo Brothers Inc. for property located at 9600 Six Mile Road, Northville, Michigan. The property is zoned RA-1 Residential Agricultural and is described as follows:

Part of the Northeast 1/4 of Section 31, T1S, R8E, Salem Township, Wayne County, Michigan, described as beginning at a point on the East line of said Section 31, said point being South 00 degrees 00 minutes 00 seconds East 1,320.00 feet from the Northeast corner of said Section 31; thence South 00 degrees 00 minutes 00 seconds East 1,320.00 feet along said East line; thence South 89 degrees 59 minutes 00 seconds West 1,320.00 feet; thence North 00 degrees 00 minutes 00 seconds West 1,320.00 feet; thence North 89 degrees 59 minutes 00 seconds East 1,320.00 feet along the North line of said Section 31 to the point of beginning. Containing 40.00 acres of land, more or less. Subject to the rights of the public over the Northerly 33.00 feet thereof as occupied by Six Mile Road. Also subject to any other easements or restrictions of record.

The meeting will be held in the Township Hall at the above stated date, time and location. All interested persons may appear at the meeting and be heard with respect to the matter. Written comments may be submitted to the Township Hall at the above address prior to the meeting. Copies of the application are available for inspection at the Township Hall during regular business hours. Written comments may be submitted to the Township Hall at the above address prior to the meeting.

If you are unable to attend the meeting, you may appear by agent or attorney, or may submit your comments in writing to the Township Hall at the above address prior to the meeting.

Publish: Hometown Weekly Life

Publish: May 15, 2014

Local Ordinance (Example)
Sec. 10.201. Fire Safety Lanes.

(a) The [fire chief or designee] may designate by appropriate signs as fire lanes any private roadway or any other parking area for the purpose of keeping streets, fire apparatus and hydrants free for use in case of fire or other emergency. Parking in fire lanes is prohibited.

(b) Signs shall be erected in a manner prescribed by the [fire chief] in the City.

(c) Only authorized vehicles may park in fire lanes. Authorized vehicles include fire department vehicles and police vehicles.

Sec. 10.202. Violations.

The [police chief or designee] is authorized to enforce this Ordinance and may issue citations for violations of this Ordinance.

PART IV. Repeal. Any [ordinance, section, resolution, motion or provision of the City] inconsistent with the provisions of this Ordinance is hereby repealed to the extent of such inconsistency, but only to the extent of such inconsistency.

PART V. Savings Clause. The provisions of this City of South Lyon Code of Ordinances are hereby declared to be severable and if any section, clause or phrase of this Ordinance is declared to be void, unconstitutional or invalid by a court of competent jurisdiction, then only the section, clause or phrase so declared shall be void and shall not affect the validity of all other parts of this Ordinance.

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

PART VII. Effective Date; Publication. This Ordinance shall take effect ten (10) days after its publication or a later date as may be specified herein. The City Clerk is directed to publish this Ordinance or a summary thereof as required by law.

Made, passed and adopted by the [City Council] this ___ day of _____, 2015.

[Name], [City] Clerk

[Name], 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 ___, 2015.

[Name], City Clerk

Adopted:
Published:
Effective:

Version 1

HRC 100 YEARS
CONSULTING ENGINEERS SINCE 1915

PRINCIPALS
George E. Hubbell
Thomas E. Biehl
Walter H. Alix
Keith D. McCormack
Nancy M.D. Faught
Daniel W. Mitchell
Jesse B. VanDeCreek
Roland N. Alix

SENIOR ASSOCIATES
Gary J. Tressel
Kenneth A. Melchior
Randal L. Ford
William R. Davis
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Robert P. DeFrain
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ASSOCIATES
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Marvin A. Olane
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April 11, 2015

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

Attn: Mr. Scott Lanam, Chair
Planning Commission

Re: Thomasville
Preliminary Site Plan Review

HRC Job No. 20150059.02

Dear Mr. Lanam:

We have reviewed the preliminary site plan for the proposed Thomasville Site Condominium as prepared by Monument Engineering Group Associates, Inc (dated March 12, 2015). Based on our review of the conceptual site plan, we offer the following comments:

1. The proposed 11 Mile Road approach improvements will require the review and approval of the Road Commission for Oakland County.
2. Per the City Standard Engineering Specifications, two (2) water main connections are required. The water main will need to connect to the existing 12 inch water main to the east along 11 Mile Road.
3. Show the proposed gate valve locations on the plans.
4. The proposed sidewalk should connect to the existing sidewalk to the south on Lexington Drive.
5. Per the City Standard Engineering Specifications, the proposed mountable curb will need to be 30 inches wide (Detail R2-C).

Subject to the items noted above being addressed in the final site plan, we have no objections to the conceptual plan as submitted. A revised plan which includes added details should be submitted to this office for the final site plan review. This office is available to discuss the particulars of this review with the Applicant or his engineer, at their request. If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Michael P. Darga

Michael P. Darga, P.E.

MPD/mpd

pc: City of South Lyon; L. Ladner, B. Martin, K. Delaney, D. Smith
CIB Planning; C. Avantini
HRC; J. VanDeCreek, J. Booth, File

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Motion by Chaundy, second by Rose
To approve the June 11, 2015 minutes as amended.

Voice Vote: Ayes: Unanimous
Nays: None

MOTION APPROVED

PUBLIC COMMENTS (non-agenda items)

Carl Richards, 390 Lennox – Mr. Richards commented about the demolition of the grain mill. The permit expiration is 5/31/2017, he wondered if they have to wait till 2017 to see if they will file a new permit to build a new building. He thought that they have to move on it. Mr. Lanam explained that the site plan lasts for one year. Mr. Richards thought it would be nice if a sign was put up stating "new site of replica building".

Mr. Richards commented on the newspaper article in terms of vacancies in the downtown area. He commented on the City obtaining the display cases in the business at 390 Lafayette, along with the trusses in the roof. He recommended that the Planning Commission recommend to the City Council that the City act as the general contractor in the demolition of this building.

Diane from Diane's Doll House– She stated that she is concerned about the article in The Herald dated August 6, 2015 "City seeks Economic Developer Director to breathe life into downtown". Under boosting downtown many of the businesses are wondering how the City Manager, Lynn Ladner, came up with the idea of incubator spaces, allowing a whole base business to have a downtown location and to pursue pop up store fronts and the idea of food trucks. She questioned how this will bring business to the current businesses? She feels that they need more walking traffic. By creating that more businesses would want to open in our downtown. The empty buildings are an opportunity to locate people to come in. She appreciated the paintings in the area as well.

OLD BUSINESS

1. **Thomasville PD Site Condominium: Consideration of a tabled request to rezone an approximate 11.635 parcel tax ID (18-21-19-126-002) Thomasville, fronting 11 Mile Road and abutting the westernmost end of Colonial Acres, from RM-1 Multiple Family Residential District to PD, Planned Development District.**

Mr. Avantini reviewed the CIB Planning memo dated July 27, 2015. He explained since the last Planning Commission meeting he did have an opportunity to meet with the Police and Fire Chief to discuss any concerns they may have with the connection to Colonial Acres. After that meeting, they indicated that they do want the connection to Colonial Acres and also indicated that they want an emergency access drive located along Eleven Mile Road, immediately west of where the main entrance is. The applicants have removed the two units adjacent to the pond and included a small park area in its place. The removal of the two lots does drop the density down to about 5.3

units per acre. At the last meeting it was also expressed about not having a fence between this project and Colonial Acres so the applicant has agreed to install a row of evergreens along the entire property line at a minimum of 10 feet tall. The building elevations will be reviewed at final site plan review. He knows there were a lot of comments made at the last meeting in terms of who would want to buy these homes, in terms of the type of development it is comparable to the Lexington Oaks project. It's going to be a similar target market. Of the 36 applications he looked at every single one is retirement age or retired. Only one had a child that is 16 years old in the Lexington Oaks project.

Mr. Avantini recommended that the Planning Commission recommend approval to City Council for the Planned Unit Development rezoning and Preliminary PD Site Plan for the Thomasville development. Conditioned upon the approval of waivers outlined in the review letter.

Mr. Avantini commented that the property is zoned for Multiple Family Residential and could be developed by right as an apartment complex. They encouraged the applicant to go in this direction because it is less intense and disruptive and better for the residents. They think it is much better for the City and adds more value to the community.

Mr. Lanam stated that the meeting was held with the Fire and Police Departments and they are vehemently against approving anything that does not have the connection to Colonial Acres. He explained that the easement is already in place.

Mr. Lanam questioned if there were any meetings between the developer and Colonial Acres. Ms. Janie Thompkins, Manager for Colonial Club Land Company, which is the owner of the current parcel, she explained after the last meeting she spoke to the Board at Colonial Acres and they said they don't want a fence separating the property and would prefer evergreen trees. Also, if at all possible they did not want the road to connect but that they understood if the Fire and Police Department wanted it.

Resident – She commented that they are going to be special assessed to take care of Heritage Boulevard, if they have to pay for that, with this extension how can they do that.

Resident – She commented for the Police and Fire Department to use the excuse that the connection will provide better access is false, since they have access to Raleigh Court, they have never had a problem getting to them before.

Mr. Lanam explained that there are rules with the Fire Code where the access has to be, the fact that there hasn't always been doesn't really mean anything.

Mr. Lanam confirmed there will be 2-3 more elevations added before final. He also wants to see material boards and renditions. He wants to see something more creative in the park area, not a wood chip path and a bench and include some maintenance into the documents for the public space. The developer confirmed with Mr. Lanam that the emergency path will be paved asphalt. Mr. Lanam confirmed there will be no on street parking on Lexington.

Lucy Sullivan, Colonial Acres - She questioned if the City has a recommendation of what land has to be left open? Mr. Lanam stated it is zoned residential multiple which means they could develop it as 90 apartments. Ms. Sullivan asked if the development will then be right up to the property line of Colonial Acres. Mr. Lanam stated that there will be a buffer with 10-12' evergreens instead of a vinyl fence.

Lenora, Colonial Acres – She stated that the fact that they saw applications to another development has absolutely no bearing on this at all. That is a totally different thing, it has nothing to do with who will be living in this area. No one has ever brought up that the access road was supposed to be in 19 years ago and the Fire Department has never had a problem getting in or out of the development before, and they come often. If this development did not go in that road would not open, they would put it through to 11 Mile. Mr. Wilhelm stated clearly the Chief is saying that he desires better access to that far point. If there is going to be a development they are looking for better access for all areas. She wants to make sure that the beauty that has been there is maintained, it has been a nice green space and it's been special to the people that have lived there.

Mr. Avantini explained that they have come up with the best plan that is the most compatible development for the City. If it's going to be developed then they want to make sure it's the most compatible development to Colonial Acres, it is much better than apartments which is what it's currently zoned for.

Mr. Lanam confirmed there is one entrance off of Eleven Mile Road along with an emergency access. Traffic calming measures were briefly discussed. Mr. Avantini stated that they could refer traffic calming measures to the traffic consultant at final.

→ **Motion by Chaundy, second by Chubb**
To recommend the preliminary approval for Thomasville with the conditions stated by the Fire Chief and Mr. Avantini.

Voice Vote: Ayes: Unanimous
Nays: None

MOTION APPROVED

2. **Jamestown Site Condominium: Consideration of a request for preliminary site plan approval for the proposed site condominium development of an attached 22 unit on an approximate 2.0 acre parcel. The property is located on the south side of 11 Mile Road, just west of the intersection of Pontiac Trail.**

Mr. Avantini reviewed the CIB Planning memo dated June 30, 2015. He explained that one of the key requests that was made at the last meeting was to clarify the process. Mr. Avantini briefly reviewed the process for approval.

Mr. Avantini stated that the applicant did retain a well-respected landscape architect and a detailed landscape plan has been provided which shows a more formal arrangement at the entrance of the site.

City of South Lyon
Planning Commission
Regular Meeting Minutes
June 11, 2015

Approved: _____

The meeting was called to order by Mr. Lanam at 7:03 p.m.

Roll Call:	Scott Lanam, Chair Jerry Chaundy, Secretary Frank Leimbach, Commissioner Maggie Kurtzweil, Commissioner Steve Mosier, Commissioner Carol Segal, Commissioner
Absent:	Wayne Chubb, Commissioner Keith Bradley, Commissioner Jason Rose, Commissioner
Guests:	52+
Also Present:	Carmine Avantini, Planning Consultant, CIB Planning Tim Wilhelm, City Attorney

Mr. Lanam noted that the absent Commissioners are excused.

APPROVAL OF AGENDA

Mr. Mosier added an update to the Planning Commission meeting dates to the agenda.

Motion by Mosier, second by Chaundy
To approve the agenda as amended.

Voice Vote: Ayes: Unanimous
Nays: None

MOTION APPROVED

APPROVAL OF MEETING MINUTES

A. Approval of the May 14, 2015 Minutes

Minor changes were made to the minutes.

Motion by Mosier, second by Leimbach
To approve the May 14, 2015 minutes as amended.

Voice Vote: Ayes: Unanimous
Nays: None

MOTION APPROVED

Ms. Kurtzweil commented on the concerns the City Council had regarding the increased fee for the Recording Secretary. She explained that she was the sole person who complained about the minutes not being detailed, having inaccuracies and had resident's comments either deleted or distorted. She was disappointed that the City Manager did not have a complete understanding of the importance of preserving the records for the municipal corporation for the City of South Lyon.

PUBLIC COMMENTS (non-agenda items)

Carl Richards, 390 Lennox – Mr. Richards commented that he is on the Cable Commission and they met last night but had to sit outside because they have no key to get in.

He reported that he knew nothing about photographing the Memorial Day Parade. The City Manager chose 4 candidates to photograph the parade and the City Manager paid them out of her own pocket. The instructions were no audio and no discussion.

He reported that he spoke to the new building inspector and Third Monk Brewery has all of the required approvals and permits. They are brewing their first batch of beer and are planning on having a soft opening at the end of the month. There is a woman working on the graphic sign on the exterior of the south side of the building.

He reported that Mo's Towing is planning on moving and wants to get out of his lease. Mr. Richards commented if Browns goes out next year and Mo's is gone that whole area will be empty.

He commented on a project and the drastic change in elevation and the tremendous expense to gain an additional 50'.

He reported the BP gas station has made some improvements and it is one of the few places in town that sell the Herald Newspaper. He noted the price of the newspaper will increase to $1.50 the first of July.

He stated that the City wide garage sale was a partial failure because 90% of the sales were baby and toddler items. He felt that the Garage Sale Ordinance should be modified. The Historical Society will be hosting a Trunk Sale in the near future and he hoped it would be permit free.

PUBLIC HEARING

1. **Consider a request to rezone an approximate 11.635 acre parcel (tax #80-21-19-126-02) "Thomasville" fronting 11 Mile Road and abutting the westernmost end of Colonial Acres, from RM-1, Multiple Family Residential**

District to PD, Planned Development District.

Mr. Lanam opened the public hearing at 7:21 p.m.

Mr. Avantini reviewed the CIB Planning memo dated April 10, 2015. The plans are the same with the one exception that two more units closest to 11 Mile Road were added for a total of 62 units. Originally this was zoned for condominiums similar to Colonial Acre condominiums with more units proposed. These units will be detached units. The density has decreased from what was originally proposed for this development. The original project had 90 units proposed and now 62 units are being proposed. At the previous meetings, residents mentioned having good buffering between their units and the proposed development. The potential use of a decorative vinyl fence to separate from the abutting Colonial Acres was also proposed. Building elevations were submitted as well and he stated that it is a good time to provide preliminary feedback to the applicant.

Mr. Avantini stated that he is recommending approval with the condition that a waiver is approved to allow the average lot area of 4200 sq. feet, a minimum lot width of 40' and overall density of 5.3 units per acre, a setback of 10' between buildings and a rear yard setback of 35' and below in some cases. The approval is also conditional upon the erection of a decorative vinyl fence along the south and east property lines.

The engineer on the project stated that they are working to get the project right and they have no problem with the conditions in the memo from Mr. Avantini. Mr. Avantini referenced the memo from HRC dated June 9, 2015 which states in terms of the overall plan, there are no objections to the conceptual plan as submitted

Mr. Schroder confirmed the units will be approximately 1800-2200 sq. feet. He explained one plan has an option for a loft and one plan has a master bedroom on the first floor. Ms. Kurtzweil commented that when this came to them before she was concerned because she thought it would be apartments. Her concern was if it was apartments it would introduce transient people to the stable community at Colonial Acres. She felt going with condos they are adding to the community and will have people that stay for a long time because they will be homeowners who are required to make an investment. This project is far more stable than putting in apartments. She liked that there were garages, and will provide options for the residents in Colonial Acres.

Mr. Mosier stated overall the plan looks good; he would like to make sure that every house is not in the same style next to one another. The applicant was agreeable to that.

Ms. Segal asked if the developer has the easement for the connection. Mr. Schroder explained that he does have the easement in place and is open to whatever the Fire Department wants. They can put a gate there or keep it open, they will defer to either option. Mr. Wilhelm stated he has not seen the actual easement, he asked that the applicant forward that. Mr. Schroder confirmed that the project is not a retirement community.

Mr. Lanam questioned what benefit the City will receive for going over on the density along with the variances on lot area, lot width, side yard setbacks and rear yard setbacks.

Mr. Avantini stated one of the reasons this project would go to a PD is the unusual shape of the lot and the railroad tracks it makes it difficult to develop. It is up to the Planning Commission to determine if the additional two units are acceptable or not.

Mr. Lelmbach questioned if the applicant maintained the density, with the maximum of 5, does that eliminate some of the variances? They are creating their own hardship. Mr. Avantini stated it may change the side yards and rear yards. Mr. Avantini stated it's important to keep in mind that the people looking for this type of development are looking for smaller lots and are targeted towards empty nesters or people that are just starting out. The owner confirmed that they were planning on having the owners take care of their own yards.

Ms. Kurtzweil stated that she didn't see many families coming in there because the back yard area is not conducive for families; it is not designed for swing sets.

Mr. Lanam stated with this being tight in the rear setback there would be no room for a raised deck or screened in porch, there would only be room for a ground level patio. Mr. Avantini stated that it is a good point but once again, having some sort of buffer will be important along those property lines. Mr. Schroder stated that a cement patio will be within the envelope, with no raised decks or enclosures allowed.

Ms. Kurtzweil stated that adds to the argument that this will be a compatible neighborhood with Colonial Acres since there will only be small patios so there won't be a lot of entertaining.

Mr. Lanam asked about the storm water and if it has been calculated to verify if it is sufficient. The engineer stated that it is sufficient and they are using the existing pond. Mr. Schroder verified that he thought the wetland is at least a square mile.

Resident – She provided pictures of the nature that will soon be gone, she stated that she thinks it's a shame.

Bonnie Campbell 62310 Arlington Circle – She explained her unit will directly join the development. It was likely it will be people with no children. They live in an isolated community in Colonial Acres, they live amongst their peers, quietly. She moved here to live quietly. She is very concerned, if it was over 55 she wouldn't worry so much. These homes will be entry level homes; they could have a dog, and 2.3 kids. Most of the people at Colonial Acres have little dogs, that don't even touch the ground. It doesn't make any sense to put homes there in this area. When she goes to sell her house which will directly look at those family homes it will affect her value, she moved here for a reason. She never thought about family homes being there.

Mary Pell, 62512 Raleigh Court – She commented Eleven Mile is still dirt, and questioned who is responsible for paying for that. Mr. Lanam explained that they can't require developers to pave the road, it is a County road and it may not get paved.

Dave Thompson, Lexington – He questioned what kind of fencing will they have between them and the new property? Mr. Lanam stated that they haven't gotten that far yet. Mr. Thompson stated that Lexington cannot go through it is a private street. Mr. Schroder stated that the easement is from the landowner from Colonial Acres. Mr. Thompson stated that the road is kept up and plowed by the residents. Mr. Thompson asked if there will be fencing in between, or if the residents of the new development have a big dog will it be on his property. They bought there because it was over 55. Mr. Lanam explained that the zoning does not account for a residential abutting a senior residential, there are no rules on the books. Mr. Schroder stated that they will do whatever the City wants them to do, either keep the road open or put up an emergency gate.

Amy Lakey, Colonial Acres – She commented that she walks her dog early and cars don't want to take Pontiac Trail, they come through. She has to be careful at 5:30 in the morning.

Cheryl McGrail, 1141 Colt, She commented that she just moved to this unit and it backs up to Eleven Mile. She questioned what changed from last spring when it was said that Lexington was private and it couldn't be made a thoroughfare. She also asked for an explanation about the dedication of a sewer to the City, and if improvements were needed. She is worried about the impact of the water and sewer system with the amount of people 62 units would bring. She asked what guarantee do they have that their basements won't be flooded.

The engineer explained that the sewer is on the property and it was designed to hold 90 units. It does not account for the age group of the users; it's based on square footage and the amount of fixtures. A 90 unit development will require more than 60 units will.

Diana, Arlington Circle, most of the concern is about children and all that goes along with that. Simple remedy, make it an over 55 community so that it's compatible.

Rick, 62512 Raleigh Court. He explained that they moved from Oakmont, Mill River. They liked the age group that was there when the bought and there were no age restrictions. After 3 years, they decided they wanted a quieter community and they found it at Colonial Acres. His backyard backs up to this development with only 30 feet between them. He stated barking dogs and kids screaming will impact his quality of life. He understood a plastic fence or a natural barrier but those don't block out barking dogs and kids playing baseball. When two communities are put together with this wide of an age group together there will be conflict. Their expectation is a quiet existence. He is very concerned with the 7 species of frogs that are around the pond. He felt that the condo certificates should have some sort of guidelines regarding the type of fertilizer that can be used in the pond area. Traffic is also a major concern. By opening Lexington to Eleven Mile it also encourages traffic from other sources other than safety and fire departments.

Mary – She commented that privacy is another concern for her. If she has a two story home behind her she will lose privacy.

Mr. Lanam asked the developer what type of buffering they were considering. Mr. Schroder stated that they are open to putting a fence in. Mr. Lanam asked if they would be willing to meet and work with the Colonial Acres residents. Mr. Schroder agreed to meet with the Homeowner's Association to discuss the buffering.

Ms. Kurzweil asked if the developer is providing a ranch option. Mr. Schroder stated no.

Mr. Leimbach stated that the residents have a valid point that this development is not conducive to Colonial Acres. He felt that some of these things can happen such as some kind of buffer, he felt there should be no connection at Lexington and give 5 units per acre in order to get a little more space between the lots. He suggested making a second row of egress so there are two ways to get in and out for the Fire Department and Police Department.

The engineer stated if a 2nd entrance is required it may kill the deal. Ms. Kurzweil suggested having a boulevard type entrance that can serve as a 2nd entrance/exit. Mr. Avantini stated that there are standards for the length of a cul de sac and this development does not exceed the length of the cul de sac to have a second access. This development doesn't need a connection to Colonial Acres to make it work. Police and Fire came out very strongly wanting the 2nd access.

Ray Cusumano stated that they would prefer not to make the connection to Colonial Acres. They are flexible in terms of what the City would want. Having an emergency gate for emergency vehicles is the simple solution. Two access points on Eleven Mile kill the project. There are a lot of positives associated to a single family property which could enhance the Colonial Acres property value. They will try to address as many of the resident's concerns as they can.

Mr. Lanam stated that the Planning Commission is not ready to give a preliminary approval; he is not comfortable with sending this to council with the road connection on the plans and the dimensions. It doesn't mean they are voting against, the plans are just not ready to go to City Council.

Mr. Cusumano stated if they eliminated two units it wouldn't change the side yard setback. He is concerned that they are losing time if it's not approved. The design will not change significantly. They would prefer to have the road connection blocked off. There was brief discussion regarding the process that the project needs to complete.

Ms. Kurtzweil proposed that there are no basketball courts installed, no hoop on the garage, or a standup unit, no basketball stand in the ground. She would like to see a limit on the number of dogs and state a limit on the weight of a dog. There will be no dog houses outside at all. She stated it is very important to maintain the nature balance, and recommended D&G Nature's Way Lawn Care as the company to use because they use organic fertilizer. She is also concerned with the turtle population in that area. She also proposed removing the two units on the end and redesigning the area with the pond. She thought a nature center with a park bench, blue bird houses would be great and asked that they even consider an art sculpture conducive to nature and have it installed. She stated that they are trying to be consistent with what Colonial Acres has. Mr. Schroder stated he was agreeable to that.

Rick – He stated it will be helpful to have rules and regulations.

Resident – He asked if the homeowners are purchasing and owning the land. Mr. Schroder stated yes, they will be landowners. He explained that the price point will be in the low $200,000.

Esther, 62320 Arlington Circle – She thanked the Planning Commissioners for their concern for them. She stated Colonial Acres is a beautiful place to live, she feels so fortunate to live there. People look out for each other and they care about their property. She stated that it would be wonderful to see a green space. She did not want to see fences, those deteriorate and need maintenance. She asked that they consider green space; she would rather look at trees, not fences.

Mr. Lanam closed the public hearing at 8:54 p.m. due to no further comments.

Motion by Kurtzweil, second by Leimbach
To table until the next Planning Commission meeting.

Mr. Leimbach briefly suggested a boulevard entrance as well and he asked that a strong recommendation from at least one Commissioner is given to the police/fire to look at not having the connection to Colonial Acres via Lexington since it's not a required connection.

Voice Vote: Ayes: Unanimous
Nays: None

MOTION APPROVED

OLD BUSINESS - None

NEW BUSINESS

1. **Request from Pullum Window Corporation located at 415 N. Lafayette for conceptual feedback on site plan.**

Mr. Avantini explained that Pullum Window is planning on rebuilding after the fire that occurred. The applicant was here to obtain conceptual feedback from the Planning Commission.

Mr. Pullum stated he would like to have a nice building to reflect the quality of the product. He stated that his ideal situation would be to build the "A" elevation now along with either the "B" elevation or one of the "C" elevations, it depended on his budget. He lost a total of 18,000 sq. feet in the fire and the "A" elevation plus on one of the "C" elevations would provide 15,000 sq. ft. Has a severe water problem, because of the railroad tracks being elevated all of the water drains to his property. Mr. Avantini agreed there are practical difficulties with this site.

Ms. Kurtzweil stated if anything advertises what they do it's this plan. She commented

May 29, 2014 PC Minutes

Richards made comments about demographic information for the South Lyon area and projects going on around town.

OLD BUSINESS

1) Aubree's Pizzeria and Grill Request for LED on Façade

City Attorney Wilhelm explained the possible courses of action for reconsidering Aubree's request since their request had been denied at the last Planning Commission meeting. Wilhelm recommending making a motion to reconsider since the applicant was present at tonight's meeting. He noted that making a motion to reconsider did not mean approving the request, rather, it meant giving the applicant a chance to make their case. The Commission could then take a separate vote to approve or deny that request.

Commissioner Leimbach stated that the thought Aubree's signage was adequate. Commissioner Kurtzweil stated that she like the simplicity of the façade as it was. She feels that the building is gorgeous. Chairperson Lanam stated that he did not see a need to deviate from the ordinance by allowing for the LED.

Ron Evangelista
1040 Drakeshire Drive, Commerce Township

Evangelista apologized for not being present at the last Planning Commission meeting. He stated that he understood the Commission's rationale for not approving the red LED. He stated that while red LED is part of the corporate look for Aubree's, he was not sure if would install it, even if he got approval from the Commission tonight. Evangelista stated that he was just looking for the option to do it. He noted that one benefit of doing the LED was to define Aubree's boundaries within the larger strip center. Evangelista thanked the Commission for their support.

MOTION TO DENY APPROVAL OF AUBREE'S REQUEST TO INSTALL RED LED LIGHTING ON BUILDING FAÇADE:

Motion by Bradley, second by Kurtzweil
To deny approval of Aubree's request to install red LED lighting and the building façade.

VOTE **MOTION CARRIED UNANIMOUSLY**

2) Villas of Hidden Lake (11 Mile, West of Pontiac Trail)

Planning Consultant Avantini reviewed his letter dated May 2, 2014. Avantini discussed some of the present challenges that developers currently face when trying to build attached units, and noted that this was one of the reasons that the developer of this conceptual plan is proposing detached units. Avantini stated that while this was just a conceptual plan, he and

Delaney had met with the developer and stressed that high quality housing would be very important. Avantini and Wilhelm reviewed the different density options available. Avantini noted that the previously approved plan, which was a phase of the Colonial Acres development, would have allowed for 90 units and in this conceptual plan, the developer Tom Schroder is proposing 60 units. Avantini noted that everything is conceptual at this point, so there are no hard numbers or specifics, Schroder is simply looking for feedback from the Planning Commission tonight.

Kurtzweil asked Schroeder if he owned the property.

Tom Schroder, Cornerstone Residential Group
10758 Waterfall Court, South Lyon

Schroder responded that he was in the process of purchasing the property but he does not own it at this time. Kurtzweil asked if his offer was contingent? Schroder responded yes, that it was contingent on being able to build homes on the property.

Lanam asked if the plan, as approved for 90 units would be buildable today. Wilhelm stated that he would need to find out, since the property is in the process of being sold. He does not know if it is subject to previous site plan approval. Avantini agreed, stating that they would need to research the answer to this question.

Lanam stated that it would seem if the property in question is being split from the rest of the development, then the previous approved site plan would not apply. Schroder noted that the property still belongs to Colonial Acres and they are initiating the split.

Lanam reviewed the letter from Avantini. He noted that the R-3 zoning option would allow Schroder to build 44 units. Lanam asked if that was commercially viable? Schroder said that it depends, but he needs as much density as the Planning Commission will grant him to keep the development affordable. The larger the lots get, the higher the prices of the units will be. He noted that the site presents some challenges – it is near the railroad tracks and located between Colonial Acres and single family residential. He wants something that will be somewhere between these options, both in terms of size and price.

Lanam asked if the development Schroder was proposing would have age limits similar to Colonial Acres. Kurtzweil asked if it would be a co-op development. Schroder responded that it would not be a co-op and would not have age limits. He wants to appeal to a variety of buyers, both empty nesters and families starting out.

Kurtzweil questioned Schroder about his business, asking what specifically he did. Schroder stated that he was both a builder and a developer and that would be his role in this development, if future plans were approved.

Kurtzweil stated that she agreed with Lanam. She feels that there is a need in this community for this type of housing. She likes the fact that there are garages, not car ports. Kurtzweil stated that she is looking for quality homes with architectural detail and variety. She does not

want to see the same model repeated over and over. Kurtzweil asked Schroder what his price point for these homes would be. Schroder responded that it would be under $200,000. Kurtzweil asked where Schroder had built homes before or is currently building. Schroder mentioned Hidden Lakes, a development in Green Oak. He stated that the name of his development in South Lyon would not be Hidden Lakes, that was the name of his company. He stated that he had also built homes in Tanglewood and Walnut Creek.

Commissioner Chaundy asked about the distance between units. Schroder responded that in the plan as presented to them tonight, the distance between units would be approximately 10' total.

There was a lengthy discussion regarding questions for the Fire Chief and Fire Inspector about the distance between homes and the need for a second access road off 11 Mile. Avantini stated that these issues could be addressed once a detailed, preliminary plan was submitted.

Commissioner Segal stated that she thought that there would be a problem having only one entrance off 11 Mile Road. Several Commissioners had questions about access roads and connecting to Lexington Drive in Colonial Acres. Avantini stated that it seemed like it would benefit both this new development and Colonial Acres to have a connection on Lexington. Kurtzweil stated that Lexington was a private road so that would be up to the property owner, not the developer.

Leimbach reiterated the need for quality homes. He is concerned about the density presented in the conceptual plan.

Commissioner Mosier asked about the requirements for green space. He stated that the plan does not seem to have much of it. Avantini stated that this would depend on the specifics of the preliminary plan and which approach the developer chooses to take with it. Mosier stated that he would like to see more open space.

Lanam stated that he had some concerns about drainage. This plan is proposing a lot of impermeable surfaces, how will runoff and detention be addressed? Lanam stated that the developer may lose several lots because of this issue. Lanam stated that he was also concerned about 10' spacing between units. He lived in a similar development but units were 25' apart. Lanam asked what the size of the smallest unit would be. Schroder responded that it would be 1,400 SF.

Lanam invited the residents present who would like to make comments to come forward.

Lucy Sullivan
62290 Arlington Circle

Sullivan stated that she is concerned about density. She stated that 60 units on 11 acres was quite dense.

Cheryl McGrail

62622 Raleigh Court

McGrail said that she loves the land the way that it is. She thinks there is a demand for senior housing in South Lyon and that the property should be developed as it was previously approved. She would like to see it be 55 years or older like Colonial Acres. She is also concerned about runoff from the site.

Ron McDowell
62662 Arlington Circle

McDowell stated the he wanted to see the property developed as a community for people 55 years and older. He likes peace and quiet and feels he would lose this if there were children in the proposed development. His property backs up to this property. He wants to see some separation or screening between the property and his property.

Lanam noted that once the property leaves the ownership of Colonial Acres, the Planning Commission has no ability to regulate the age of the people who will live there. That is not within the power of the Planning Commission.

David Thompson
25916 Lexington Drive

Thompson said that he is against this development connecting to Lexington Drive. It will be too much traffic and too much noise.

Cathy Sullss
62622 Raleigh Court

Sullss said that she loves the property the way that it is. She considers it part of her backyard and likes to see the birds and the deer there. She wants the property to be developed as a phase of Colonial Acres as approved.

Sullivan stated that she wanted to see trees and bushes to screen the property. Bradley noted that the ordinance would require landscaped screening.

NEW BUSINESS

None.

PLANNING CONSULTANT REPORT

Lanam asked Avantini and Wilhelm about Alexander Center. Wilhelm stated the agreement between the developer and the City gave a June 30, 2014 deadline to have work completed. He has been in contact with the developer's attorney to check on the status of the work. Lanam stated some concerns about portions of the building that were not supposed to be in use. Delaney stated that she would follow up with the Building Inspector.

City of South Lyon
Site Plan Review Application Form

The Following, To Be Completed By Applicant Prior To Submittal Of Site Plan:

1. Developers Name VILLAS OF HIDDEN LAKE - TOM SCHRODER
   Address 10758 WATERFALL CT. SOUTH LYON, MI. 48178
   Phone Number 248.613.3752
2. Legal Property Owner SAME ABOVE
   Address _____
   Phone Number _____
3. Site Plan Designers _____
   Name PAUL BOOMER
   Address _____
   Phone Number 248-425-5254
   Registration Number _____
4. Description of Proposed Development: X New _____ Addition
5. If an appeal of the strict application of the standards of the Zoning Ordinance is to be taken, please so indicate below.

Appeal Requested _____

For City Use Only:

Initial Site Plan Review fee paid (date) _____

Site Plan Application Number _____

_____ Residential Site Plan

_____ Non-Residential Site Plan

CITY OF SOUTH LYON
SITE PLAN REVIEW CHECK LIST FORM: PAGE 2

Prior to submittal of a site plan, the applicant shall review the following elements for inclusion, where applicable, on the site plan, and shall be in sufficient detail to meet the intent and purpose of the review process. The applicant will check the box in the left hand column marked 'Applicant' only and will mark all applicable elements. A check mark by the applicant for each element involved will indicate that the applicant made the proper notation on the site plan. If the applicant is satisfied that all such information required is properly noted on the site plan, the applicant will sign and date the checklist in the place provided and submit the signed Site Plan Review Application Form with the site plan to the Planning Commission Coordinator. The applicant will check only the column marked 'Applicant'.

	Checked by Applicant	Checked by Review Agency
1. Name of Development		
2. Name, address & phone number of:		
a. Developer		
b. Legal Owner		
c. Designer/Firm		
d. Designer Registration No. and Seal		
3. Scale of Drawing		
a. If less than 3 acres- 1" = 50'		
b. If more than 3 acres 1" = 100'		
c. Sheet size shall not exceed 24" x 36"		
d. Legend		
4. Date		
5. North Point		
6. Complete legal description of entire site i.e. Metes & Bounds description if acreage Parcel, lot #(s) and subdivision name. All Legal descriptions will include:		
a. Gross # of acres	11.76	
b. Net usable acres		
c. Section Number	19	

d.

	Checked by Applicant	Checked by Review Agency
7. Vicinity Sketch or Site Map which does not have to be drawn to scale		
8. Topographic elevations at 10 foot intervals on and off the site		
a. Existing		
b. Proposed		
9. Existing drainage courses and existing lake or stream elevation's		
10. The location of all existing & proposed on-site utilities including their connection to off-site utilities		
a. Water Supply		
Existing		
Proposed		
b. Sanitary Sewer Supply		
Existing		
Proposed		
c. Storm Sewer Supply		
Existing		
Proposed		
d. Electric Supply (above & below ground)		
Existing		
Proposed		
e. Telephone Supply (above & below ground)		
Existing		
Proposed		
f. Gas Supply		
Existing		
Proposed		
g. Other		
Existing		
Proposed		
11. Existing Zoning Classification of the parcel		

	Checked by Applicant	Checked by Review Agency
12. Existing Zoning Classification of adjacent parcels		
13. Existing land use on adjacent parcels		
14. The location of all existing buildings & structures within 100' of parcel		
15. The location of all building and structures on site.		
16. All building/structure height's		
17. Location of all off-street parking spaces including required handicapped spaces, vehicle maneuvering lanes, and service drives		
18. Location of all loading/unloading facilities		
19. Location of all driveways, drives, and turning lanes		
20. Location of all drives, driveways & intersections across abutting streets from parcel		
21. Names, locations, right-of-way widths, center- lines, and pavement widths of all bordering roads, streets, and easements		
22. Location of all sidewalks		
23. Critical site dimensions		
a. Along property lines		
b. Between buildings		
c. Between parking & buildings		
d. Between parking & parcel lines		
e. Between principal & accessory buildings		
f. Parking space width/length (typical)		
g. Vehicle maneuvering lane/service drive widths		
h. Curb radius (entrances)		
i. Between buildings & parcel lines		
j. Between buildings & retention/detention ponds		

	Checked by Applicant	Checked by Review Agency
24. Building Layouts (typical floor plan) including: a. Principal entrances & service entrances b. The relationship between units within a building c. Exterior building wall facade drawings of all exposed walls	_____ _____ _____	_____ _____ _____
25. Building elevation drawings showing the type and color of exterior building wall facade materials to be covered by signs to be attached to the building	_____	_____
26. Location, size & type of signs to be utilized shall be provided for the site and building's on the site. In instances where signs are not determined due to unknown occupants at the time of site plan review, it shall be required that all signs receive the review and approval of the Planning Commission prior to occupancy of a structure.	_____	_____
27. The location and extent of any outdoor storage areas	_____	_____
28. The type, height & extent of any outdoor storage areas	_____	_____
29. The type & height of screening for trash Receptacles	_____	_____
30. The location type & extent of any required screening devices.	_____	_____
31. A complete landscape planting plan identifying all landscape plantings by location, type and height. Where earth berms are used, their height and width shall be noted and a cross section of the berm included.	_____	_____
32. The location & type of all outdoor lighting	_____	_____

	Checked by Applicant	Checked by Review Agency
33. FOR MULTIPLE DWELLING DEVELOPMENTS:		
a. The maximum lot coverage of all buildings shown	_____	_____
b. Formula for distances between buildings shown	_____	_____
c. Site density computations including total number of dwellings units and number of bedrooms per unit. When development is in phases, the requirements for b. and c. above shall be shown for each phase.	_____	_____
34. FOR NON-RESIDENTIAL USES:		
a. Proposed use	_____	_____
b. Gross & net usable square feet of floor area	_____	_____
c. Seating capacity or maximum occupancy permitted	_____	_____
d. Number of medical examining rooms dental chairs, and square footage of waiting rooms or beds	_____	_____
e. Number of employees in largest working shift	_____	_____

I hereby certify that I have read and understand the above Checklist items and those items that apply to my site plan, are included on the site plan.

Signature of Applicant: _____

Date Received: _____

Initials of accepting staff: _____

HAZARDOUS SUBSTANCES REPORTING FORM FOR SITE PLAN

Note: This form should be completed and submitted as part of the site plan for all facilities.

Name of business: VILLAS OF HIDDEN LAKE
Name of business owner: TOM SCHROEDER 248 613 3752
Street and mailing address: 10758 WATERFALL CT. SOUTH LYON MI - 48178
Telephone: 248 613 3752

I affirm that the information submitted is accurate.

Owner's signature: TMSch
Information compiled by: TOM SCHROEDER

Part I- Management of Hazardous Substances and Polluting Materials

1. Y (N) Will the proposed facility expect to store, use or generate hazardous now or in the future? If yes, please complete this form and submit with your site plan.

2. Y (N) Will hazardous substances or polluting materials be reused or recycled on-site?

3. Y (N) Will any hazardous substances or polluting materials be stored on-site? If yes, identify the storage location on the site plan. Describe the size and type of secondary containment structure here, on an attached page, or as a detail on the site plan:

4. Y (N) Will new underground storage tanks be located less than 2000 feet from drinking water wells serving two or more establishments, or less than 300 feet from a single-family drinking water well?

5. Y (N) Are existing underground storage tanks on-site less than 200 feet from a drinking water well serving two or more establishments or less than 50 feet from a single-family household?

If the answers to #4 or #5 are yes, current or proposed activities may be in violation of State of Michigan underground storage tank regulations, Michigan Department of Environmental Quality, Environmental Response Division: 734-953-0241.

6. Y (N) Will the interior of the facility have general purpose floor drains?* If yes, will the floor drain connect to: (circle one)

a. Sanitary sewer system
b. On-site holding tank; or
c. On-site system approved by the Michigan Department of Environmental Quality in accordance with groundwater Discharge permit requirements (administered by Waste Management Division).

*Note: General purpose floor drains should not be connected to a storm drain, dry well, or septic system.

7. Y (N) Will hazardous substances or polluting materials be stored, used, or handled out-of-doors near storm drains which discharge to lakes, streams, or wetlands? If yes, describe the type of catch basin or spill containment facilities, which will be used (use an attached sheet with diagram, if appropriate):

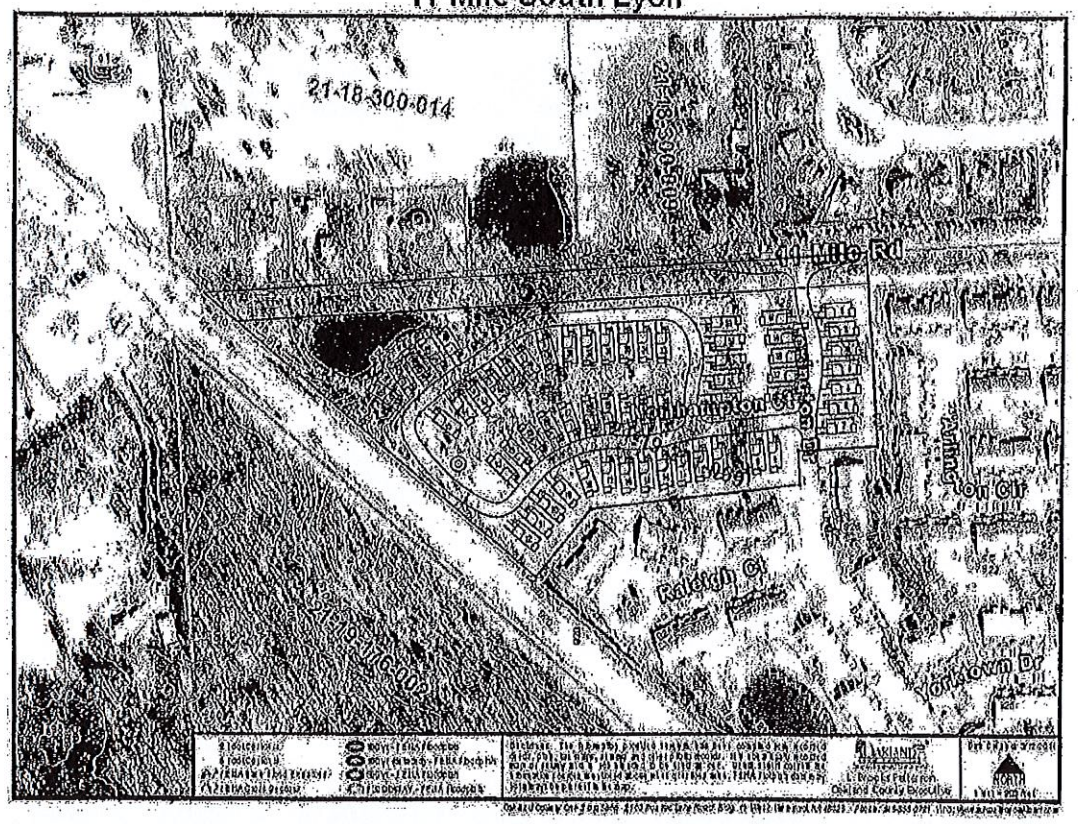
_____

_____

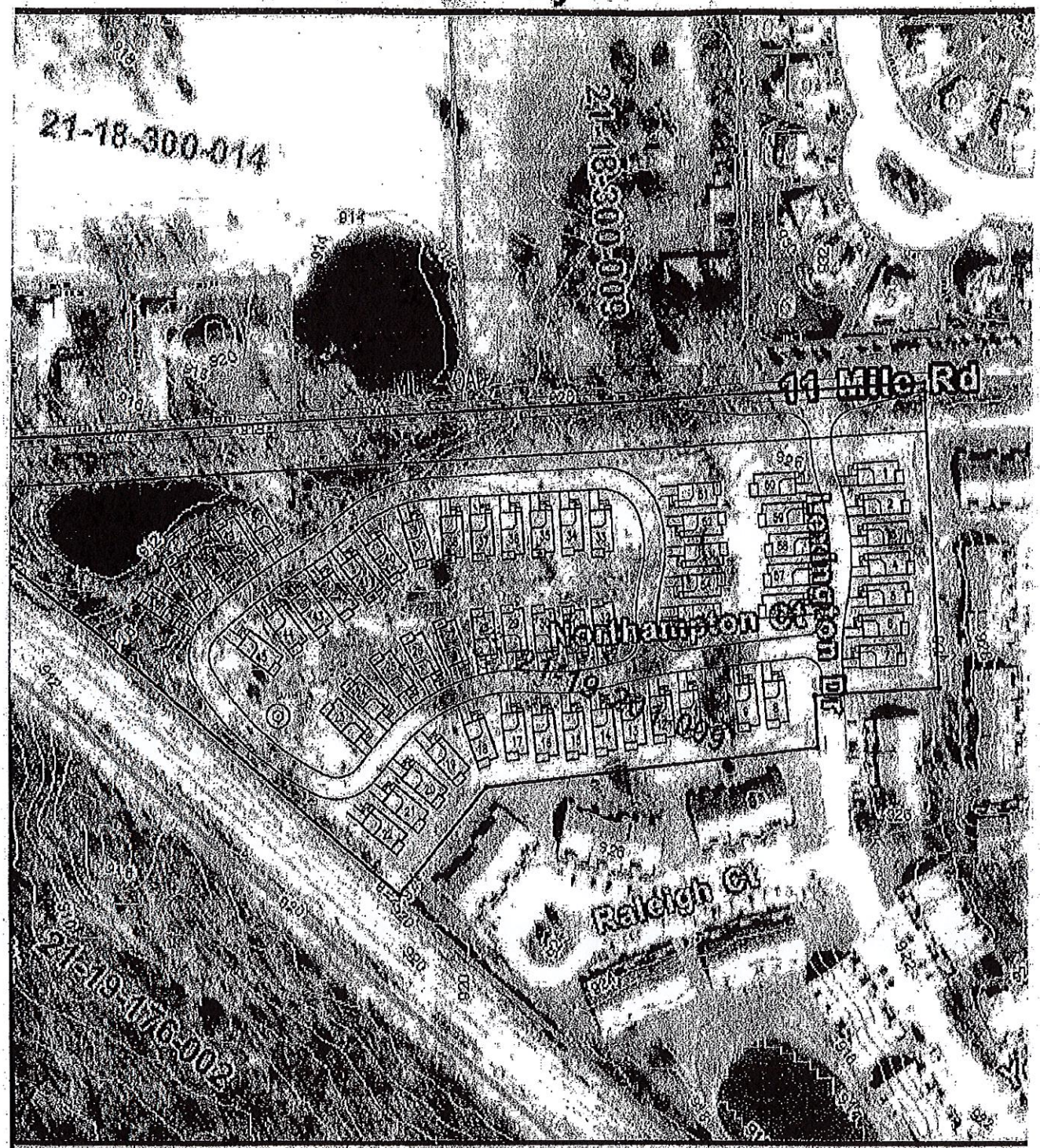
_____

Additional information may be requested by the local government to assure that site plans comply with local, county and state environmental protection requirements. (Part II on Following Page)

11 Mile South Lyon



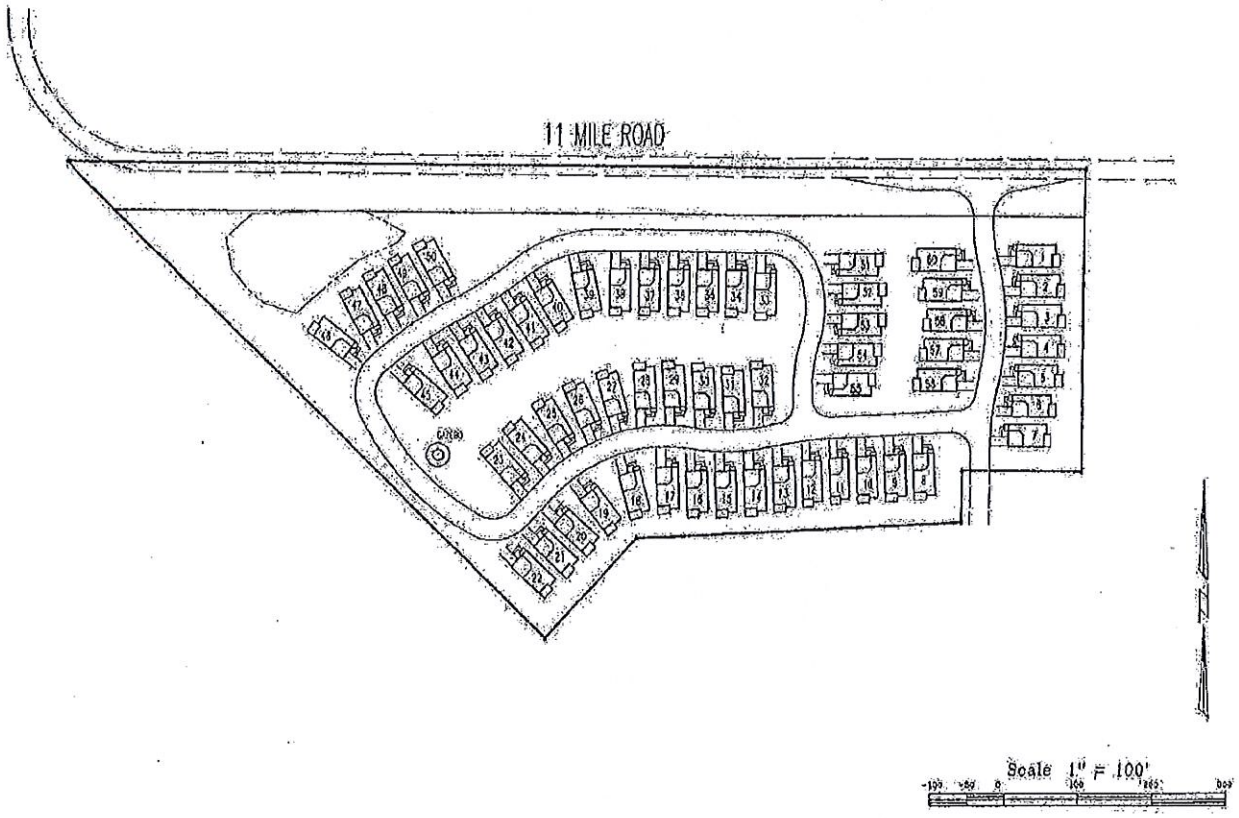
11 Mile South Lyon



100 yr - FEMA Floodplain
100 yr (detailed) - FEMA Floodplain
500 yr - FEMA Floodplain
FLOODWAY - FEMA Floodplain

Disclaimer: The information provided herein has been compiled from recorded deeds, plat, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present in the map.

OAKLAND COUNTY
L. Brooks Patterson
Oakland County Execu


11 MILE ROAD
Scale 1" = 100'

THOMASVILLE
PLANNED DEVELOPMENT AGREEMENT

Entered into between:

The City of South Lyon, a Michigan Municipal Corporation

and

South Lyon 60 Unit Detached Condo LLC, a Michigan limited liability company

Dated: August ___, 2016

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THOMASVILLE

PLANNED DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ of August, 2016, by and between the City of South Lyon ("City") a Michigan Municipal Corporation, whose address is 335 S. Warren Street, South Lyon, Michigan 48178, and South Lyon 60 Unit Detached Condo LLC ("Developer"), a Michigan Limited Liability Company, whose address is 101 W. Big Beaver, 10th Floor, Troy, Michigan 48084.

Developer: South Lyon 60 Unit Detached Condo LLC

Project Engineer: Monument Engineering Group Associates, Inc. (MEGA)

RECITALS:

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

B. Developer is the fee owner of the Property, and Developer's predecessor voluntarily proposed rezoning and development of the Property as a residential Planned Development consisting of an 60 unit detached single-family residential site condominium to be known as Thomasville. Developer is the developer and proprietor of the Thomasville site condominium (the "Development").

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

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

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

F. On August 13, 2015, the South Lyon Planning Commission recommended that the South Lyon City Council: i) approve the Developer's request to rezone the Property from RM-1 (Multiple Family Residential) to PD (Planned Development); and ii) approve the Preliminary (Stage I) Site Plan for the Thomasville planned development.

G. On November 23, 2015, the South Lyon City Council approved the Preliminary (Stage I) Site Plan for the Thomasville planned development with conditions as reflected in the minutes of the meeting.

H. On _____, 2016, the South Lyon City Council approved Ordinance No. __-16 with conditions rezoning the Property from RM-1, (Multiple Family Residential) to PD (Planned Development) as reflected in the minutes of the meeting.

I. On July 28, 2016, the South Lyon Planning Commission recommended that the South Lyon City Council approve the Final (Stage II) Planned Development Site Plan for the Thomasville planned development with conditions.

J. On _____, 2016, the South Lyon City Council approved the Final (Stage II) Planned Development Site Plan for the Thomasville planned development subject to, among other things, approval of a Planned Development Agreement.

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

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

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

1. SUMMARY DESCRIPTION OF THE DEVELOPMENT

The Development is a Planned Development consisting of no more than 60 detached residential site condominium units on the approximately 11.635± acres of real property located at on the south side of Eleven Mile Road, ¼ mile west of Pontiac Trail, in the City of South Lyon, more fully described on the attached **Exhibit A** (the "Property") to be known as Thomasville.

2. GENERAL TERMS

A. Developer and the City acknowledge and represent that the foregoing recitals are true and accurate and binding upon the parties.

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

C. The terms, provisions, and conditions of this Agreement are and shall be deemed to be of benefit to the Property and shall run with and bind the Property and shall bind and inure to the benefit of the successors and assigns of the parties to this Agreement.

D. Maximum Number of Units. The Development shall consist of no more than 60 residential detached site condominium units as shown on Sheet ___ of the Final (Stage II) Site Plan;

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

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

3. DEVELOPMENT AS A PLANNED DEVELOPMENT

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

A. The City's Zoning Ordinance.

B. The Final (Stage II) Planned Development Site Plan for Thomasville approved by City Council prepared by Monument Engineering Group Associates, Inc. (MEGA), Job No. 14-137, dated 7-8-16, and last revised on _____-16 which includes:

Sheet	G-1.0	Cover Sheet
Sheet	V-1.0	Topographic Survey (by others)
Sheet	V-2.0	Tree Survey
Sheet	V-2.1	Tree Survey
Sheet	CD-1.0	Demolition Plan
Sheet	C-1.0	Site Plan
Sheet	C-1.1	Entrance Detail
Sheet	C-3.0	Utility Crossing Plan (West)
Sheet	C-3.1	Utility Crossing Plan (East)
Sheet	C-4.0	Sanitary Sewer Plan (West)
Sheet	C-4.1	Sanitary Sewer Plan (East)
Sheet	C-4.2 to 4.4	Sanitary Sewer Profiles
Sheet	C-5.0	Water Main Plan (West)

Sheet	C-5.1	Water Main Plan (East)
Sheet	C-6.0	Storm Sewer Plan (West)
Sheet	C-6.1	Storm Sewer Plan (East)
Sheet	C-6.2 to 6.4	Storm Sewer Profiles
Sheet	C-7.0	Grading and Soil Erosion and Sedimentation Plan (West)
Sheet	C-7.1	Grading and Soil Erosion and Sedimentation Plan (East)
Sheet	C-9.0	Storm Water Management Plan
Sheet	C-9.1	Storm Water Calculations
Sheet	C-9.2	Detention Basin Details
Sheet	C-10.0	Road Alignment Plan
Sheet	C-10.1	Lexington Drive Sta. 0+00 to 4+05
Sheet	C-10.2	Thomasville Sta. 100+00 to 106+51
Sheet	C-10.3	Thomasville Sta. 106+51 to 109+70
Sheet	C-10.4	Thomasville Sta. 109+70 to 114+94
Sheet	C-10.5	Thomasville Sta. 114+94 to 117+96
Sheet	C-11.0	Miscellaneous Details
Sheet	C-11.1	Emergency Access Gate and Lock Details
Sheet	C-11.2 to 11.6	City of South Lyon Details
Sheet	C-12.0 to 12.1	Specification and Notes
Sheet	L-101	Landscape Plan (East)
Sheet	L-102	Landscape Plan (West)
Sheet	W-101	Woodland Impact Plan

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

D. The approved elevation drawings for dwellings for Thomasville Planned Development are attached as **Exhibit D**.

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

F. This Agreement and conditions imposed herein.

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

H. City of South Lyon Engineering Design Standards, and any other reasonable conditions which might be required by the City's Engineering Consultants.

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

4. EFFECT OF PUD APPROVAL

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

5. PERMITS AND AUTHORIZATIONS

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

6. PHASING

The Property shall be developed in a single phase.

7. WATER AND SANITARY SEWER

A. Developer shall, at its sole expense, construct and install improvements, facilities and/or connections tying into the municipal water and sanitary sewer systems. Such improvements shall be designed and constructed in accordance with the Final (Stage II) Planned Development Site Plan, the City's Engineering Design Standards, approved engineering plans, and all applicable federal, state, county, and city standards, codes, regulations, ordinances and laws. Developer shall dedicate easements and conveyances for, and shall post financial security

relating to the completion of construction of the water and sanitary sewer improvements and facilities, as-built plans, and shall dedicate all such water and sewer system improvements in accordance with applicable City policies, procedures, ordinances, the Development Documents, and this Agreement. All water and sanitary sewer improvements and facilities shall remain common elements until dedication of same is accepted by the City of South Lyon or such other applicable agency. The City's consideration of and acceptance of dedications of water and sanitary sewer improvements in the Development shall be as and when determined by the City.

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

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

8. STORMWATER

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

9. ROADS AND SIDEWALKS

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

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

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

D. Developer shall post financial security relating to the completion of construction of all road, entranceways, drives, sidewalks, and walkways.

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

F. Lexington Drive shall be paved from the existing pavement in the adjacent Colonial Acres development to Eleven Mile Road, and a gated emergency access gate shall be installed in accordance with the Final (Stage II) Planned Development Site Plan and Development Documents.

G. An emergency access easement has been provided for the benefit of the Development over the adjacent property to the south of the Property, which is recorded at Liber ____, Page ____, Oakland County Records. The emergency access easement provides ingress and egress for emergency service providers including without limitation, fire and police protection, ambulance, and fire and rescue services. It also provides general pedestrian access. The emergency access easement is a private easement for the benefit of the Development. The Developer and Association shall not take any action affecting the emergency access easement area contrary to the use of the easement area for purposes of emergency access. The emergency access gate and easement area shall be maintained, at all time, clear for use by emergency service providers, including but not limited to snow and ice removal, keeping the area free from trees, shrubs, or other landscaping, removal of overhanging tree branches to a height of not less than 20 feet, and shall meet minimum weight requirements of applicable codes and ordinances. In the event that the Association and/or the owner of the adjacent easement property does not maintain the emergency access easement area, it shall be maintained by the Association as it would maintain any of its other Common Elements, and the costs thereof shall be borne by the Association. Snow will be removed from the emergency access easement by the Association on a permanent basis. The City has the authority to enforce this provision by removing the snow from the emergency access easement and charging the Association the cost thereof. Further, the Association shall maintain the easement area clear of any and all obstructions at all times, including by not limited to vehicles, structures, and any other objects that may, or could impede emergency vehicles' access to the easement. The emergency access easement shall be gated so that it is not used as a primary access to the Development. The Association shall provide any keys or codes required to open the gate to the City's Police and Fire Departments. The City shall have the right, but not the obligation, to enforce repair and maintenance of the emergency access easement in accordance with the Final (Stage II) Planned Development Site Plan and this Agreement against the Association. In the event that the Association falls to repair and maintain the emergency access easement, the City may enforce the obligation as provided for in Sections 17 and 18 of this Agreement, and as otherwise provided for in the Master Deed.

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

I. The Developer and/or Association shall snow plow and otherwise remove snow from the roads until the roads are accepted for dedication by the City of South Lyon or such other applicable agency.

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

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

10. BUFFERING

The Development shall include a landscape berm and evergreen buffer, to be installed by Developer, at its sole expense, consisting of minimum 10-foot tall evergreen trees along the east and south sides of the Development between it and the Colonial Acres development. This buffer shall comply with the approved Final (Stage II) Planned Development Site Plan and landscaping plans for the Development.

11. LANDSCAPING, LIGHTING, SIGNAGE, AND SCREENING

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

B. Street lights shall be and remain a common element and will not be dedicated to the City, and Developer, Association, unit owners and residents shall be responsible for maintaining, repairing, replacing and operating the street lights at their sole expense.

12. OPEN SPACE AND NATURAL FEATURES

A. The pond and perimeter trees shall be preserved during construction and as part of the Development.

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

13. RESIDENTIAL DWELLING UNIT REQUIREMENTS AND RESTRICTIONS

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

A. Units in the Development shall be a minimum of 4,200 square feet in area on average.

B. Dwellings shall be constructed in accordance with the applicable governmental building codes and requirements. All dwellings to be erected, altered, placed or permitted on any unit shall conform with the following minimum size requirements as to total floor area:

i. One story – not less than 1,400 square feet

ii. Two-story – not less than 1,800 square feet with at least 1,000 square feet on the first story

iii. One and half story – not less than 1,600 square feet with at least 1,000 square feet on the first story

iv. Bi-levels, tri-levels, and multi-levels – not less than 1,800 square feet on the levels at or above the approximate grade of the street abutting the front yard line.

C. Residential dwellings shall be constructed with a mixture of the following exterior features as shown on the elevation drawings: columns, gables, finials, lintels, windows, bays, dormers, cornices, porches, porticos, hips, shutters, architectural garage doors with windows, etc.

D. Exterior Materials. The following are prohibited as exterior materials for residential dwellings in the Development: aluminum siding, light gauge vinyl siding and vinyl siding of less than 0.45 gauge, poured concrete, concrete block, split face block, stucco, EIFS, Dryvit or other similar products. Hardy board or plank or other exterior concrete composite materials are permitted.

E. Side and Rear Materials. The sides and rear of each residential dwelling shall have at least two (2) different exterior materials.

F. Roof Shingles. Three-tab roof shingles are prohibited.

G. Exterior Colors. The exteriors of residential dwellings shall be of traditional or contemporary color combinations, and Developer and builders shall offer a minimum of [number] exterior color combinations.

H. Product Variety and Anti-Monotony Rule. The same elevation (meaning the front façade of a residential dwelling) shall not be constructed or used for the residential dwelling immediately next to and on the same side of the road and most directly across the road from a residential dwelling.

I. Each dwelling shall have one private attached garage.

J. Raised decks are prohibited. On-grade patios subject to applicable laws, ordinances, regulations, codes, and standards shall be permitted.

14. COMPLETION OF IMPROVEMENTS

Developer shall be responsible for the construction of all improvements in the Development as shown on and contained in the Development Documents, at no cost to the City, as provided in this Agreement, including without limitation, all roads, drives, entranceways, sanitary sewer service system, water service system, storm water drainage system, detention and retention facilities, gas and electric utilities, lighting, signage, landscaping, landscaping amenities, sidewalks, pathways, walkways, barrier or screening walls, retaining walls, soil erosion and sedimentation controls, and any other improvements within or for the Development.

15. FINANCIAL ASSURANCES

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

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

C. Site Restoration Guarantee. Developer agrees to maintain the Common Improvements during construction of the Development and residential dwellings and to restore, repair, replace, or rebuild same if damaged during construction and until construction is completed as determined by the City Manager. The City shall require Developer to provide the

City with a site restoration guarantee in the form of cash, certified check, or an automatically renewing irrevocable letter of credit in an amount equal to ten percent (10%) of the cost of the Common Improvements to be guaranteed to ensure Developer's obligations to maintain and restore the Property and Common Improvements damaged during construction.

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

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

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

G. Default. The City may collect or execute against and/or use a financial assurance, guarantee, or deposit when work is not completed in a timely manner in accordance with applicable permits, this Agreement, or the Development Documents. The building official shall notify the applicant in writing of any such determination. *Default* means the failure to: (1) comply

with performance guarantee requirements and conditions; (2) complete, in the specified time, any required improvements in accordance with the Development Documents, this Agreement, and applicable federal, state, county, and local laws, ordinances, regulations, and other requirements and with an approved site or plot plan or plat and any conditions thereto; (3) maintain, for the specified period of time, any required improvements in accordance with the Development Documents, this Agreement, and applicable federal, state, county, and local laws, ordinances, regulations, and other requirements and with an approved site or plot plan or plat and any conditions thereto; and (4) pay current fee and deposit balances when due.

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

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

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

16. CONDOMINIUM MASTER DEED AND BYLAWS

A. Developer shall submit to the City a Condominium Master Deed and Bylaws ("Master Deed") applicable to the Property and Development. The Master Deed shall be subject to review by the City Attorney and approval by the City Council prior to recording. The Master Deed shall be fully executed and recorded prior to the issuance of any building permits. As part of such Master Deed, there shall be provisions obligating Developer, the Association, and all future successor owners of the applicable portions of the Property to maintain, repair, and preserve all the common elements and improvements, including roads, entranceways, drives, sidewalks, pathways, walkways, driveways, water system improvements, sanitary sewer system improvements, stormwater drainage system, open spaces, natural features, open area amenities, wetland areas, landscaping, buffers, greenbelts, lighting, signage, screening, setbacks, and any other general common elements and other improvements for or within the Development ("Common Improvements") in good working order and appearance at all times and in accordance with the Development Documents and this Agreement. The Master Deed shall also contain reference to the actions which may be taken by the City in the event the Developer or the

Association fails to perform its maintenance and repair obligations under this Agreement. Additionally, the Master Deed shall identify and make reference to this Agreement and the obligations imposed there under.

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

17. MAINTENANCE OBLIGATIONS

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

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

C. Developer shall be responsible for the maintenance of the Common Improvements. Developer's maintenance obligations shall continue until such time as the Developer's maintenance obligations have been assigned and conveyed to the Association as provided for under State law and/or the Master Deed for the Property and Development.

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

not paid within thirty (30) days following the delivery of the invoice shall bear interest at a rate of one and one-half percent (1 ½%) per month until paid. Further, if such costs and expenses have not been paid within thirty (30) days of a billing to the Developer and/or Association, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata as to each unit, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may also be collected by suit initiated against the Developer and/or Association, and, in such event, the owner(s) shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit. The City shall also have the enforcement rights otherwise provided in applicable City ordinances and the Development Documents.

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

18. CITY ENFORCEMENT

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

A. The City may enter on to and upon the Property, or cause its agents or contractors to enter the Property, and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate. The cost and expense of making and financing such actions by the City, including notices by the City and legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five percent (25%) of the total of all such costs and expenses incurred, shall be paid by the Developer within thirty (30) days of a billing to the

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

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

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

19. REIMBURSABLE COSTS

Developer shall reimburse the City for the following costs:

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

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

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

D. All costs associated with the submission to the City and consideration of all plans and documents associated with the Development, including, but not limited to, site plans,

landscaping plans, wetlands, building plans, engineering plans, as-built plans, permits, inspections, etc.

20. ACCESS TO PROPERTY

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

21. VARIANCES/WAIVERS

Subject to Section 22, requests for dimensional variances or waivers as to Units and dwellings shall be submitted to the Planning Commission for review and decision.

22. CHANGES AND ALTERATIONS TO DEVELOPMENT DOCUMENTS

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

B. Requests for major changes or alterations to the Development Documents that would alter the intent of or be inconsistent with the Development Documents or that might result in a major material change to the Development Documents shall be subject to review under Section 102-388(2) of the City's Zoning Ordinance. The City Manager shall determine, in his or her sole discretion, whether a requested change or alteration is minor or major.

C. Minor changes and alterations are slight changes, and the following are illustrative examples of minor changes or alterations:

i. Correcting non-material errors;

ii. Adding or altering Home Plans, residential dwelling or model elevation drawings, or architectural features, building facades, exterior building materials;

iii. Changes in exterior residential dwelling colors;

iv. Slight changes to berms or landscaping, including plant species and materials;

v. Slight changes to site access or circulation;

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

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

23. OWNERSHIP AND/OR CONTROL OF PROPERTY

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

24. MISCELLANEOUS PROVISIONS

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

B. Ambiguities and Inconsistencies. Where there is a question with regard to applicable regulations for a particular aspect of the Development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the Development Documents which apply, the City, in the reasonable exercise of its discretion, shall determine whether the regulations of the City's Zoning Ordinance, as that Ordinance may have been amended, or other City Ordinances, codes, policies, standards, or other regulations shall be applicable provided it finds that such determination is not inconsistent with the nature

and intent of the Development Documents. In the event of a conflict or inconsistency between two or more provisions of the Development Documents, the more restrictive provision, as determined in the reasonable discretion of the City, shall apply.

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

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

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

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

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

H. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the enforceability or validity of the remaining provisions which shall remain in full force and effect and this Agreement shall be constructed and construed in all respects as if any invalid or unenforceable provision were omitted.

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

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

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

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

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

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

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

SOUTH LYON 60 UNIT DETACHED CONDO LLC, a Michigan Limited Liability Company By:_____ Name: Title:	CITY OF SOUTH LYON, A Michigan Municipal Corporation By:_____ John Galeas, Jr., its Mayor By:_____ Lisa Deaton, its Clerk

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me by John Galeas, Jr., the Mayor of the City of South Lyon, and Lisa Deaton, the Clerk of the City of South Lyon, on behalf of the City of South Lyon, a Michigan municipal corporation, on the _____ day of _____, 2016.

_____
Notary Public
Oakland County, Michigan
My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me by _____ the _____ for South Lyon 60 Unit Detached Condo LLC, on the _____ day of _____, 2016.

_____
Notary Public
Oakland County, Michigan
My Commission Expires: _____

Drafted by:
Timothy S. Wilhelm, Esq.
Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive, Suite 250
South Lyon, MI 48331-3550

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Containing 11.635 (Gross)
Containing 10.636 AC (Net Usable- Less R/W)

Parcel Tax Number: 21-19-126-002

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

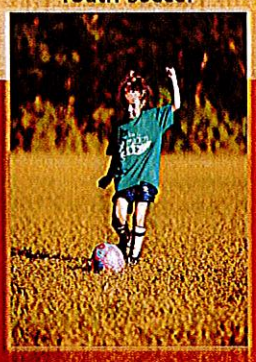
EXHIBIT C

APPROVED MINUTES OF _____, 2015, AND _____,
2016 CITY COUNCIL MEETINGS

EXHIBIT D
DWELLING ELEVATION DRAWINGS

South Lyon Area Recreation Authority

Municipality Member Presentation
August 22, 2016



SLARA History

Previous to 1999 residents in the South Lyon Area went through the Community Education program with South Lyon Public Schools for all programs. South Lyon Schools eliminated recreation as of July 1, 1999. It was agreed that a newly formed Recreation Entity would be allowed paid access to school facilities, after the schools and athletic departments needs were fulfilled for recreation programming.

The South Lyon Area Recreation Council was created in 1999 as an Interlocal Agreement pursuant to Act 7, Michigan Public Acts of 1967, as amended ("Act 7") and Act 156, Michigan Public Acts of 1917 ("Act 156"), by and among the City of South Lyon, Lyon Township and Green Oak Charter Township for the purpose of equipping, maintaining and operating a system of public recreation and playgrounds; acquiring land, buildings or other recreational facilities; and employing a superintendent of recreation and assistants.

Summer Camp!



SLARA History

In 2007 the South Lyon Area Recreation Council was reformed as the "South Lyon Area Recreation Authority" (SLARA) as defined in Section 1 of Michigan Public Act 321 of 2000.

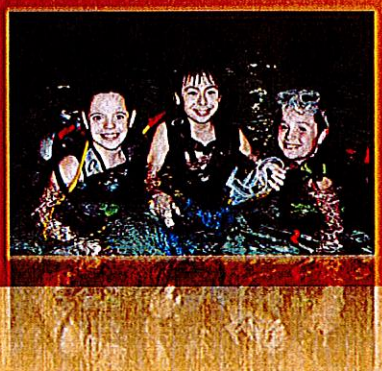
The SLARA currently rents office space from the City of South Lyon at 318 W. Lake Street, in the old library building.

The SLARA business hours are 8:00 am - 4:00 pm, Monday thru Friday

Website is www.slrec.net

South Lyon Area Recreation Authority

Scuba Diving Classes



SLARA Community Demographics

Currently, the SLARA serves:

* A total population of 43,348 *(according to the 2010 census; including all of Green Oak Township)*
* 16,534 Households, Approximately 37% of them are living with children
* Median Income $67,812

South Lyon Area Recreation Authority

Art Classes



Current SLARA Board of Directors

SLARA Board President:	Mark St. Charles, Green Oak Township Supervisor
SLARA Secretary:	Patricia Carcone, Lyon Township Treasurer
SLARA Treasurer:	Lynne Ladner, South Lyon City Manager

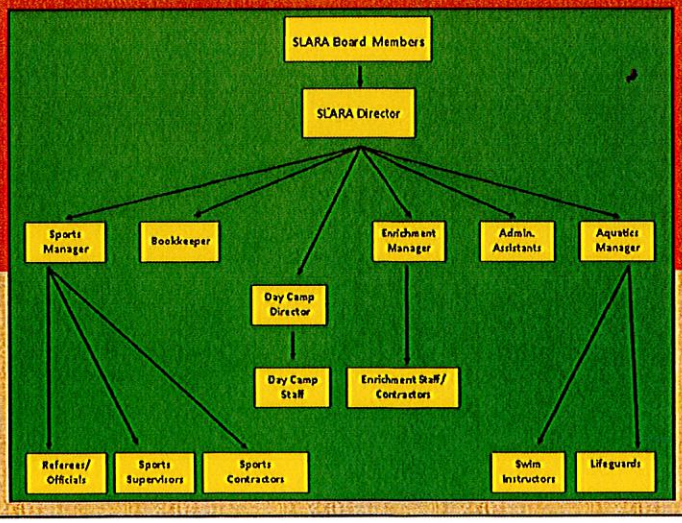
The SLARA Board meets the 4th Wednesday of every month at 2 pm. Locations rotate.

South Lyon Area Recreation Authority

Candy Cane Hunt



SLARA Organizational Chart



Meet the SLARA Staff



Director

Amy Allen



Sports Manager

John Hines



Aquatics Manager

Katy Fitzpatrick



Enrichment Manager

Carrie Hill



Administrative Assistant

Mary Stchur



Administrative Assistant

Kristi Hoskins

Safety Town



SLARA Programs

The SLARA sends out 3 program guides a year. Each guide is mailed to residents of the 3 participating municipalities, averaging 20,000 brochures each season. Each brochure consists of 48 pages filled with programs such as:

Youth Sports Leagues, Aquatics Classes, Enrichment Programs, Sports Clinics, Adult Sports Leagues, Education Classes, Special Events and more!

South Lyon Area Recreation Authority

Mom/Son Superhero Dance



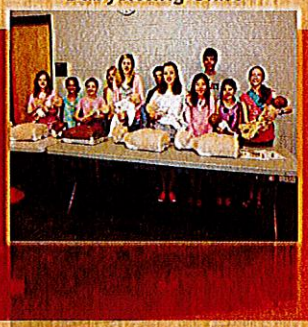
SLARA Participation

Each year the SLARA handles approximately 9,000 individual course registrations. However, the SLARA offers programs to more than just these individuals. Many special events are offered free or at low cost to the community and hundreds participate in events such as the McHattie Park Funfest days over the summer or the Candy Cane Hunt in the winter! All in all, the SLARA services approximately 11,000 individuals throughout the year!



South Lyon Area Recreation Authority

Babysitting Class



Cost Savings with SLARA Membership

As a member of SLARA, your residents pay on average 25% less than non-members to participate in programs!

For example:

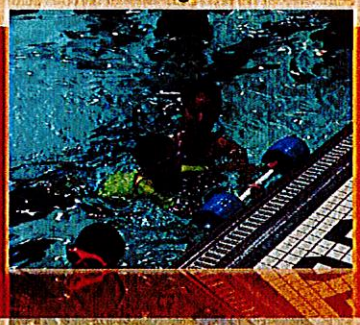
Island Lake Kids Summer Camp

Weekly Fee Non-Resident $225/camper

Weekly Fee Resident: $180/camper

South Lyon Area Recreation Authority

Swimming Lessons



SLARA Budget

The SLARA 2014-2015 audited budget revenue was $721,232

The SLARA 2014-2015 audited budget expenses were $574,805

The Member contributions totaled $53,417 for that budget year

*In total, only 7% of our revenue received was from Member contributions! **Most other departments average 30-40%!!***

South Lyon Area Recreation Authority

Youth Soccer



SLARA Contribution History

Since the creation of the SLARA each member municipality has contributed based on the percentage of participation of their residents. Below you can see annual contribution amounts on average for the past 15 years:

City of South Lyon - $27,911 (high $33,953, low $15,850)

Lyon Township - $17,050 (high $20,057, low $11,825)

Green Oak Township - $10,531 (high $14,243, low $5,295)

South Lyon Area Recreation Authority

AAU Volleyball



SLARA Contribution Trend

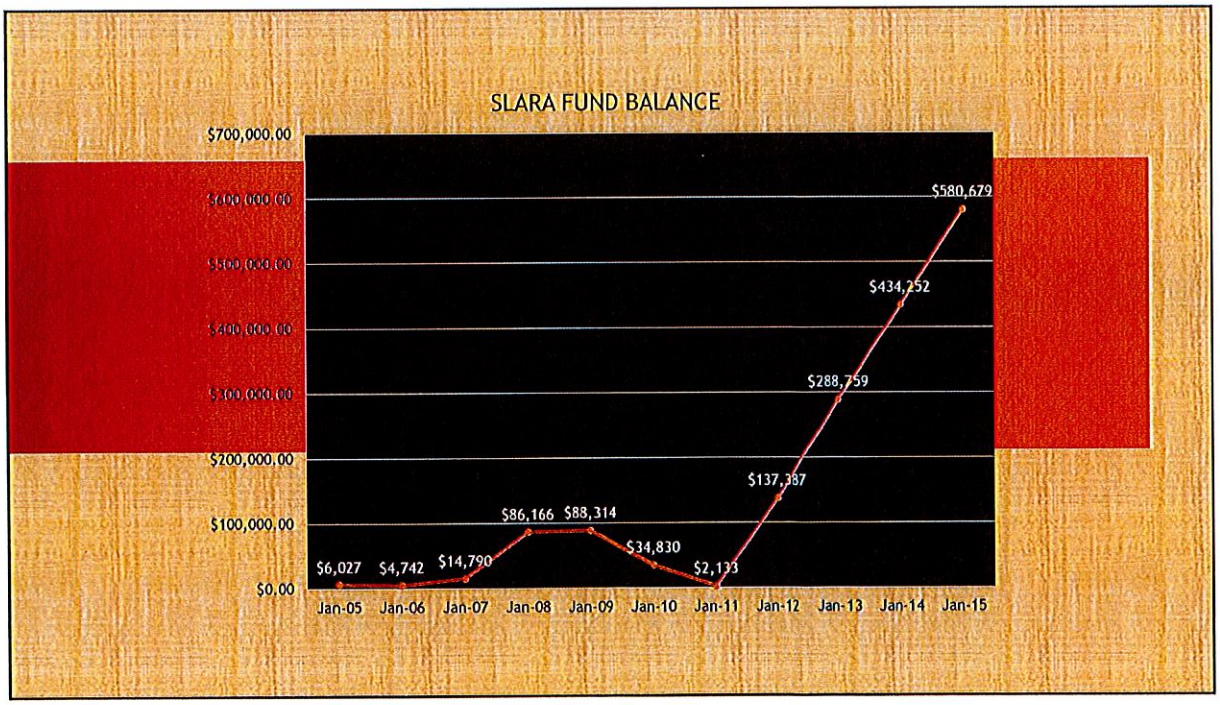
For the past 5 years the total annual contribution amounts have decreased by 5% each year!

In **2013** the total contribution amount was $59,385.

For the **2016-2017** budget year the SLARA is making a total contribution request for $48,370.

Each of the past 5 years the SLARA has ended the fiscal year in the black and contributed to the department fund balance!

South Lyon Area Recreation Authority



Kids Kamp



South Lyon Contribution Request

For the **2015-2016** fiscal year the City of South Lyon contributed $28,258.40

For the **2016-2017** fiscal year the SLARA is requesting a contribution from the City of South Lyon of $26,410.15

Currently, on a 3 year average, residents of the City of South Lyon make up **54.6%** of all resident registrations, averaging approximately 4,100 registrations a year.

South Lyon Area Recreation Authority

Youth Spanish Class



SLARA Goals

As you can see the SLARA staff has been working hard to ensure that they are being fiscally responsible!

At the end of the 2014-2015 fiscal year the fund balance was at $580,679

With these funds, the SLARA hopes to someday move to a larger location or facility of their own where they can offer on-site programming!

South Lyon Area Recreation Authority

McHattie FunFest!



SLARA Goals

The SLARA would also like to be able to eventually expand staff to offer more specialized programs in the community including Adaptive Programming as there is a real need in this area. The SLARA would also like to help in creating sports fields in the community.

The SLARA would like to engage the community by offering more special events, increase public awareness of the department and work with other community organizations on special events!

South Lyon Area Recreation Authority

Island Lake Kids Kamp



Special Thanks!!

All in all, the SLARA would not be able to continue to offer so many quality programs to the community without the support of all of it's members.

The SLARA would like to "thank you" **SOUTH LYON**, for all that you have done to ensure that quality recreational experiences are available to your residents, that you consider recreation a priority for your residents and that you continue to be an active member of the recreation authority!

We look forward to many more years working together!

South Lyon Area Recreation Authority

Presented by: *Amy Allen, SLARA Director since 2011*

AGENDA NOTE

New Business: Item

MEETING DATE: August 22, 2016

PERSON PLACING ITEM ON AGENDA: City Manager/Labor Attorney Pat Aseltyne

AGENDA TOPIC: Consider approval of ratified POLC negotiated contract effective from July 1, 2016 to June 30, 2020

EXPLANATION OF TOPIC: Councilman Wedell, Chief Collins, Attorney Aseltyne and Representatives from the POLC union and bargaining unit met several times through mediation and have negotiated a four-year collective bargaining agreement. The union has already ratified the agreement.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

POSSIBLE COURSES OF ACTION: Approve/Reject the negotiated agreement

RECOMMENDATION: Approve agreement as negotiated.

SUGGESTED MOTION: Motion by , supported by
Approve the negotiated and previously ratified POLC collective bargaining agreement effective July 1, 2016 through June 30, 2020.

AGENDA NOTE

New Business: Item

MEETING DATE: August 22, 2016

PERSON PLACING ITEM ON AGENDA: Clerk/Treasurer

AGENDA TOPIC: Resolution to approve the relocation of the polling place for Precincts #2 and #3 to Bartlett Elementary from the temporary location of the City Fire Hall

EXPLANATION OF TOPIC: Change of polling location for Prct. 2 & 3 from South Lyon Fire Department to Bartlett Elementary School

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Resolution to change Elections Precincts #2 and #3 from Fire Hall to Bartlett Elementary School,

POSSIBLE COURSES OF ACTION: Approve resolution as presented

RECOMMENDATION: Approve resolution as presented

SUGGESTED MOTION: Motion by , supported by to approve the Resolution to change voting and Election Precincts #2 and #3 from the City Fire Hall to Bartlett Elementary School.

RESOLUTION NO. __-2016

CITY OF SOUTH LYON
OAKLAND COUNTY, MICHIGAN

RESOLUTION TO CHANGE THE LOCATION OF VOTING AND ELECTION PRECINCTS #2 AND #3 FROM THE CITY FIRE HALL TO BARTLETT ELEMENTARY SCHOOL

WHEREAS, State of Michigan Election Law Act 116 of 1954, MCL 168.662, requires that the legislative body in each city designate or prescribe the place or places of holding an election for the city;

WHEREAS, Michigan election law requires that the legislative body in each city provide a suitable polling place in or for each precinct located in the city;

WHEREAS, in 2015 the City approved Resolution No. __-2015 approving the relocation of City of South Lyon Voting and Election Precincts #2 and #3 from the City Fire Hall located at 217 Whipple Street, South Lyon, Michigan to Bartlett Elementary School and entered a Memorandum of Understanding with South Lyon Community Schools District #63-240 for Bartlett Elementary School as an election polling place;

WHEREAS, the City approved Resolution No. _____-2016 temporarily relocating City of South Lyon Voting and Election Precincts #2 and #3 from Bartlett Elementary School back to the City Fire Hall due to construction projects at Bartlett Elementary School which made it unable to accommodate the August 2016 primary election;

WHEREAS, the construction at Bartlett Elementary School is complete, and the City and the School District desire to resume their arrangements for the use of Bartlett Elementary School as the location for the City of South Lyon Voting and Election Precincts #2 and #3;

WHEREAS, moving the location of Precincts #2 and #3 from the City Fire Hall to Bartlett Elementary School would provide a more convenient location in the same area for voters and the City;

WHEREAS, this change in polling locations is being made at least sixty (60) days before the next election to occur on November 8, 2016 as required by law;

WHEREAS, the City Clerk has presented a plan to notify voters of the polling location change utilizing local media and mailing new voter identification cards as required by law; and

WHEREAS, based on a recommendation from the City Clerk, the South Lyon City Council desires to change the polling location for Precincts #2 and #3 from the City Fire Hall to Bartlett Elementary School located at 350 School Street, South Lyon, Michigan: