

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 South Lyon 60 Unit Detached Condo, LLC

Address 30078 Schoenherr, Suite 300, Warren, MI 48088

Phone Number 586-563-1500

2. Legal Property Owner South Lyon 60 Unit Detached Condo, LLC

Address 30078 Schoenherr, Suite 300, Warren, MI 48088

Phone Number 586-563-1500

3. Site Plan Designers Monument Engineering Group Associates, Inc.

Name Allan Pruss

Address 298 Veterans Drive, Fowlerville, MI 48836

Phone Number 517-223-3512

Registration Number 43168

4. Description of Proposed Development: ☒ 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 LAON
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	<input checked="" type="checkbox"/>	
2. Name, address & phone number of:		
a. Developer	<input checked="" type="checkbox"/>	
b. Legal Owner	<input checked="" type="checkbox"/>	
c. Designer/Firm	<input checked="" type="checkbox"/>	
d. Designer Registration No. and Seal	<input checked="" type="checkbox"/>	
3. Scale of Drawing		
a. If less than 3 acres- 1" = 50'		
b. If more than 3 acres 1" = 100'	<input checked="" type="checkbox"/>	
c. Sheet size shall not exceed 24" x 36"	<input checked="" type="checkbox"/>	
d. Legend	<input checked="" type="checkbox"/>	
4. Date	<input checked="" type="checkbox"/>	
5. North Point	<input checked="" type="checkbox"/>	
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	<input checked="" type="checkbox"/>	
b. Net usable acres	<input checked="" type="checkbox"/>	
c. Section Number	<input checked="" type="checkbox"/>	

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

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

	Checked by Applicant	Checked by Review Agency
23. Building Layouts (typical floor plan) including:		
a. Principal entrances & service entrances	NA	
b. The relationship between units within a building	NA	
c. Exterior building wall facade drawings of all exposed walls	X	
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	X	
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.	X	
27. The location and extent of any outdoor storage areas	NA	
28. The type, height & extent of any outdoor storage areas	NA	
29. The type & height of screening for trash Receptacles	NA	
30. The location type & extent of any required screening devices.	NA	
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	X	
32. The location & type of all outdoor lighting	X	



Monument Engineering Group Associates, Inc.
298 Veterans Drive, Fowlerville, MI 48836
(517) 223-3512
monumentengineering.com



Date June 6, 2018

Patrick Brozowski
Zoning Administrator
335 S Warren
South Lyon, MI 48178

**RE: Thomasville Site Condo
Site Plan Revisions**

Dear Patrick

Monument Engineering Group Associates, Inc. (MEGA) Has made the following changes to the previously submitted site plan.

1. Moved sidewalk to back of curb to eliminate landscape strip between walk and road.
2. Min between buildings is 10' as previously approved.
3. Eliminated walking path between units 18-21 and the detention basin to allow these units to have greater depth.
4. Angled rear unit line between units 25 through 30 to allow additional depth in units 28 through 30
5. Rotated house on unit 7 to front on Thomasville Cir.
6. Reduced unit 17 to expand units 14 and 15 to accommodate a larger building footprint

Enclosed please find 15 copies of the revised plans.

Sincerely,
Monument Engineering Group Associates, Inc.

A handwritten signature in black ink, appearing to read 'Allan W Pruss', is written over a horizontal line.

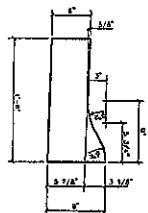
Allan W Pruss, PE, PS
President

Center for Multinational Enterprise Research

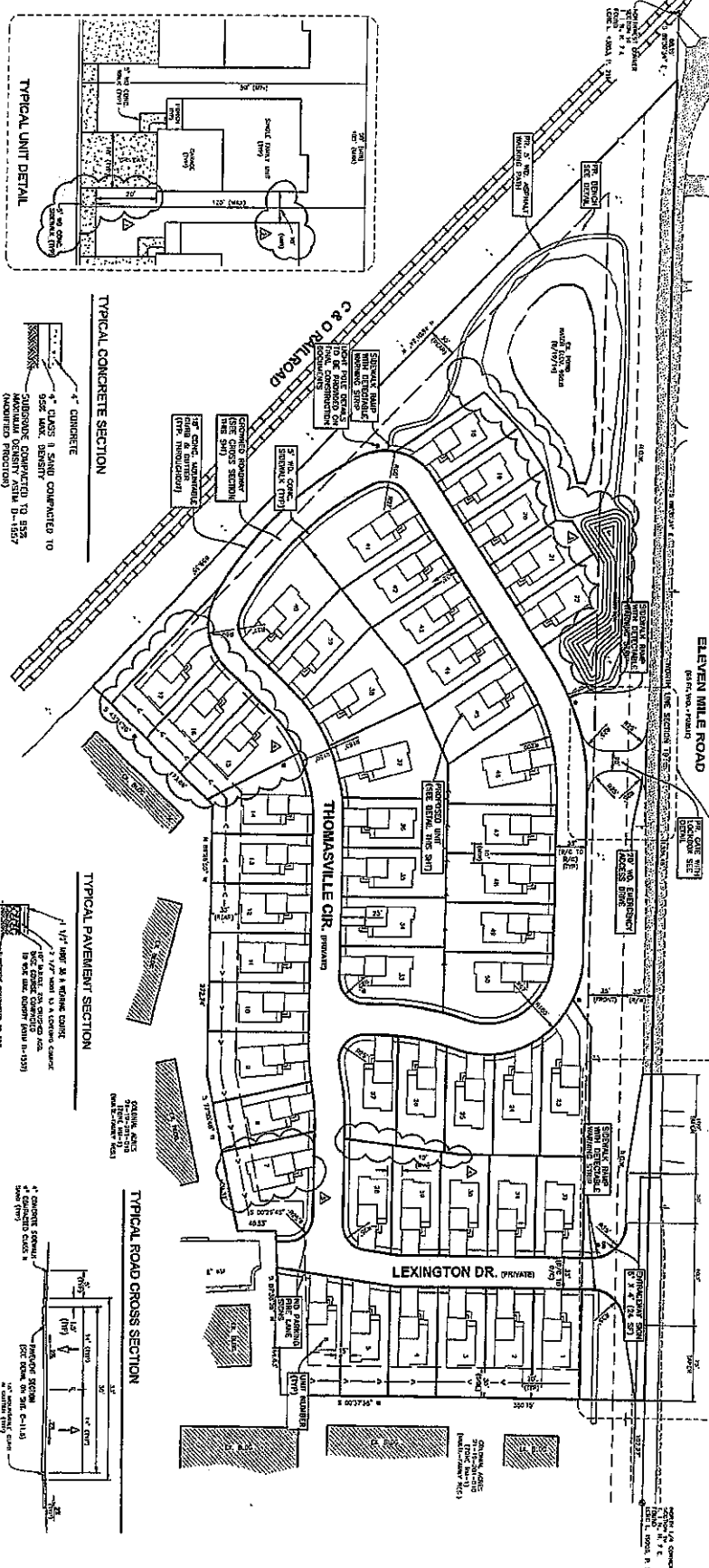
[illegible]

THOMASVILLE STREET CONJUNCTION
STREET PLAN

18" MOUNTABLE CURB & GUTTER



EX. ADHES	
EX. CRACK	
EX. CORROS	
PR. ADHES	
PR. CORROS	



THOMASVILLE SITE CONDOMINIUM
PARCEL NO.: 21-19-126-002
PART OF THE NW 1/4, SEC. 19, T1N-R7E
CITY OF SOUTH LYON, OAKLAND COUNTY, MICHIGAN

[illegible][illegible]

Patrick Brzozowski

From: Shenoy, Vijay <VShenoy@cavalierecompanies.com>
Sent: Wednesday, May 23, 2018 3:01 PM
To: Patrick Brzozowski; 'avantini@cibplanning.com'; 'mcintyre@cibplanning.com'
Cc: Cavaliere, Lorenzo; Hallock, Erin
Subject: 11 Mile Thomasville, South Lyon
Attachments: Newton Brochure_c.pdf; Aspire - Brochure_c.pdf; Dalton Brochure_c.pdf; Hampton Brochure_c.pdf

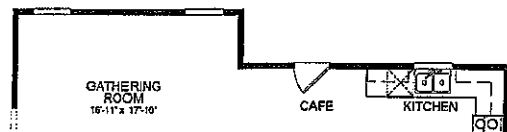
Attached are the floor plans and elevations for the 11 Mile Thomasville detached condominium project for your use. Please call or email with any questions.

Thank you,

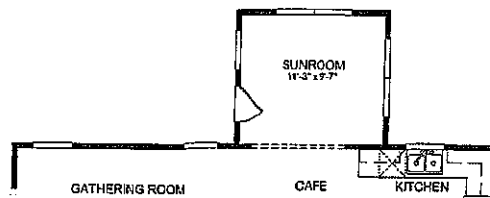
Vijay Shenoy
Cavaliere Companies
Legacy Construction Group LLC
30078 Schoenherr, Suite 300
Warren, MI 48088
Telephone: (586) 563-1500 Ext. 217
Fax: (586) 563-1200
vshenoy@cavalierecompanies.com

Email Disclaimer

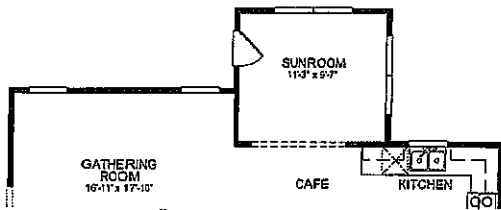
CONFIDENTIALITY NOTICE: The information contained in this transmission may contain privileged and confidential information, including patient information protected by federal and state privacy laws, including HIPAA Privacy Rule (45 C.F.R. Part 164). It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender at 586-563-1500 or by reply email and destroy all copies of the original message. Please do not reply via email, or reply at your own risk, with any information that is confidential as email transmission may not be secure.



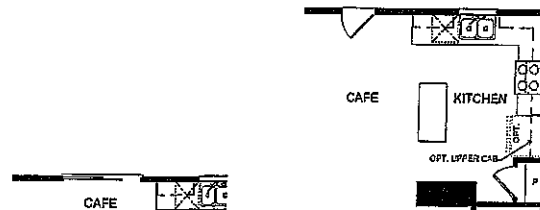
Gathering Rm. Extension Option



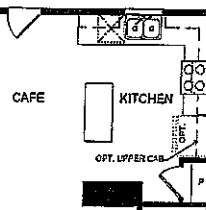
Sunroom Option



Gathering Rm. Extension w/ Sunroom Option



Sliding Glass Door Option



Island Option



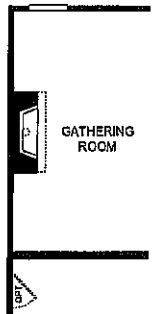
Traditional Fireplace Option



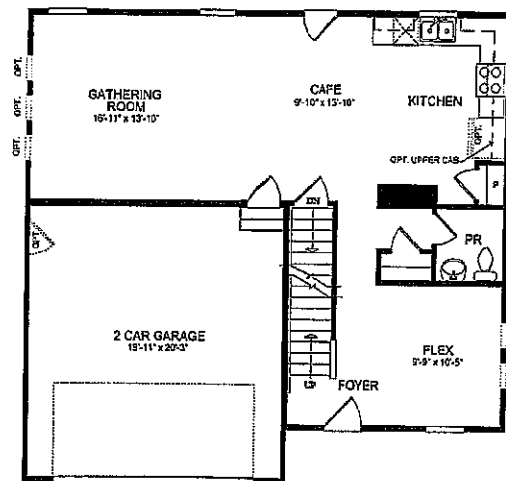
Modern Fireplace Option



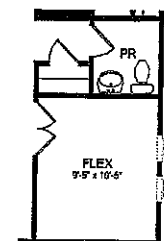
Traditional Fireplace Option w/ Gathering Room Extension



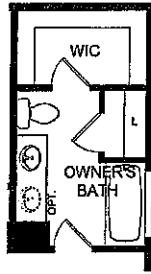
Modern Fireplace Option w/ Gathering Room Extension



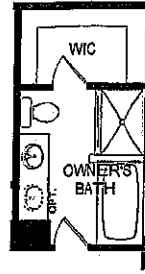
Garage Extension Option



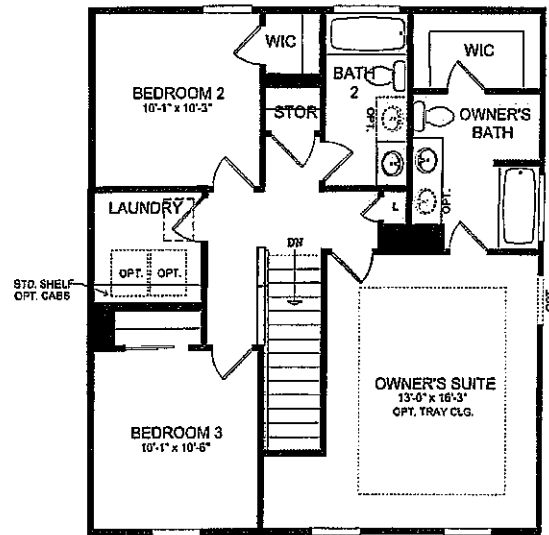
Door Option at Flex



Owner's Bath 1 Option



Owner's Bath 3 Option





Newton - Home Exterior CR2H



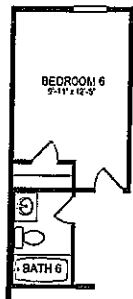
Newton - Home Exterior HR2J



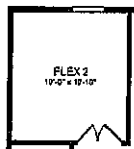
Newton - Home Exterior HR2J



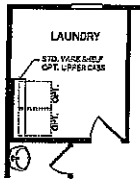
Newton - Home Exterior HR2K



Bedroom 6
w/ Bath 6 Option



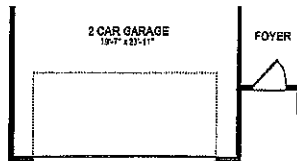
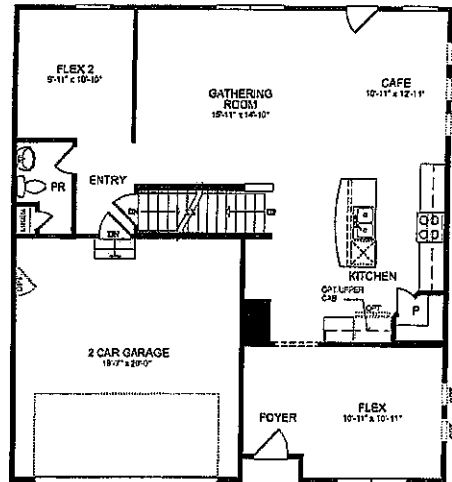
Door Option
at Flex 2



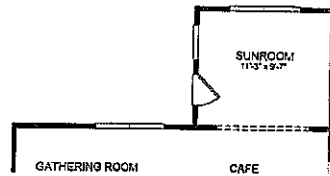
Super Laundry



Drop Zone Option



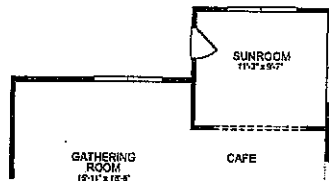
Garage Extension



Sunroom Option



Gathering Rm. Extension Option



Gathering Rm. Extension w/ Sunroom Option



Sliding Glass Door Option



Traditional Fireplace
Option



Traditional Fireplace
Option



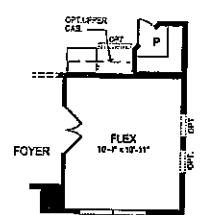
Traditional fireplace Option
with Gathering
Room Extension



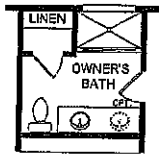
Modern fireplace Option
with Gathering
Room Extension



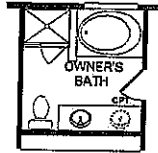
Butler Pantry Option



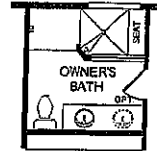
Door Option at Flex



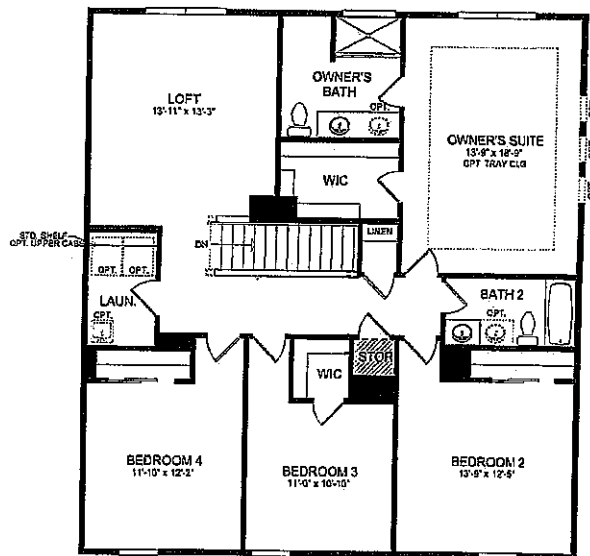
Owner's Bath 1
Option



Owner's Bath 3
Option



Owner's Bath 5
Option





Hampton - Home Exterior CR2H



Hampton - Home Exterior HR2J



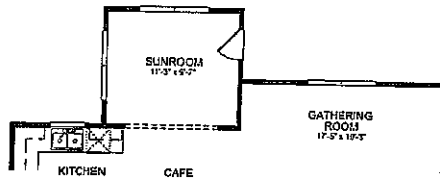
Hampton - Home Exterior HR2L



Hampton - Home Exterior HR2K



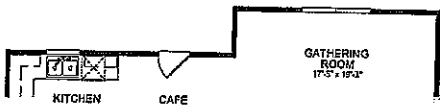
Butler Pantry Option



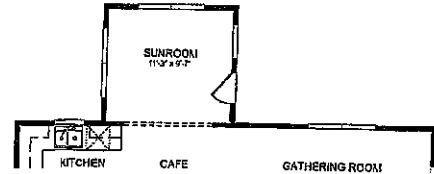
Gathering Rm. Extension w/ Sunroom Option



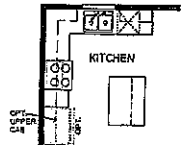
Sliding Glass Door Option



Gathering Rm. Extension Option



Sunroom Option



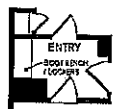
Island Option



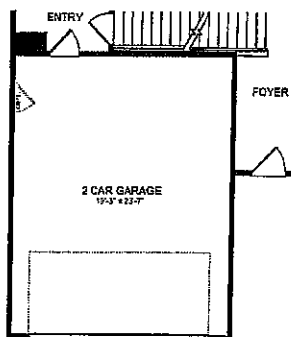
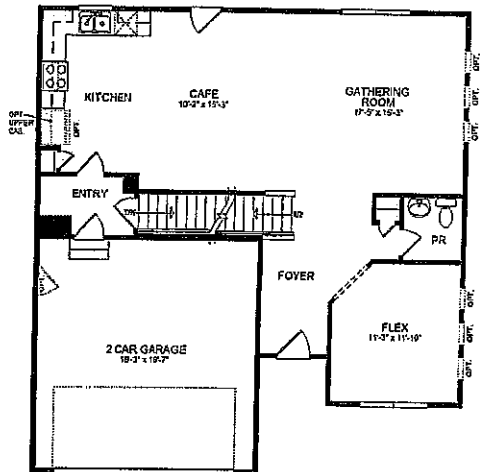
Closet Option



Drop Zone Option



Boot Bench or Lockers Option



Garage Extension Option



Traditional Fireplace Option



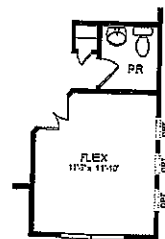
Modern Fireplace Option



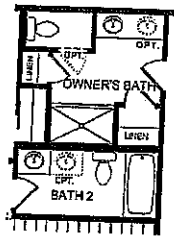
Traditional Fireplace Option w/ Gathering Room Extension



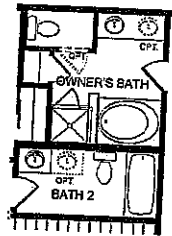
Modern Fireplace Option w/ Gathering Room Extension



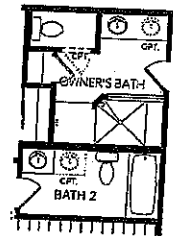
Door Option at Flex



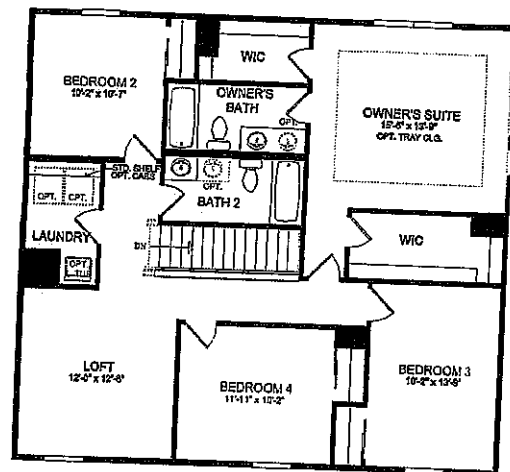
Owner's Bath 1 Option



Owner's Bath 3 Option



Owner's Bath 5 Option





Aspire - Home Exterior HR2I



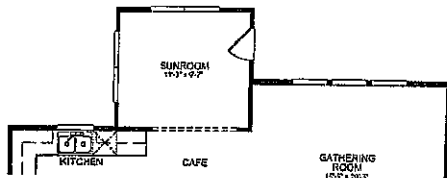
Aspire - Home Exterior HR2J



Aspire - Home Exterior HR2K



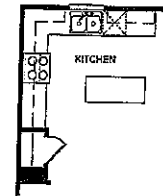
Aspire - Home Exterior CR2H



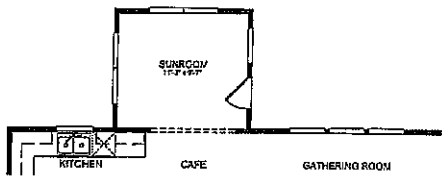
Gathering Rm. Extension Option



Sliding Glass Door Option



Island Option



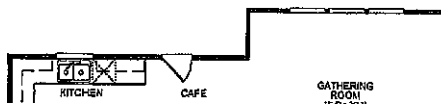
Sunroom Option



Modern Fireplace Option



Traditional Fireplace Option



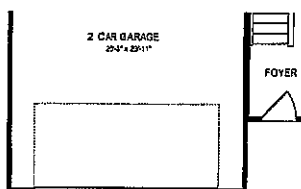
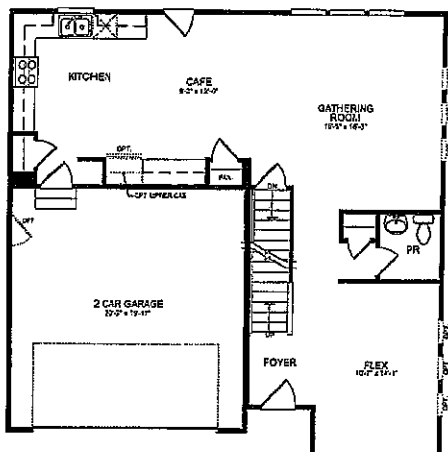
Gathering Rm. Extension Option



Modern Fireplace Option w/ Gathering Room Extension



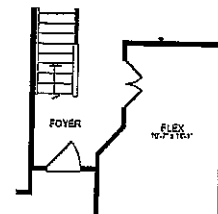
Traditional Fireplace Option w/ Gathering Room Extension



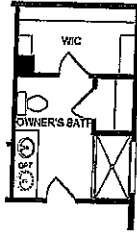
Garage Extension



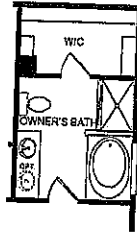
Drop Zone Option



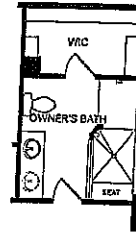
Door Option at Flex



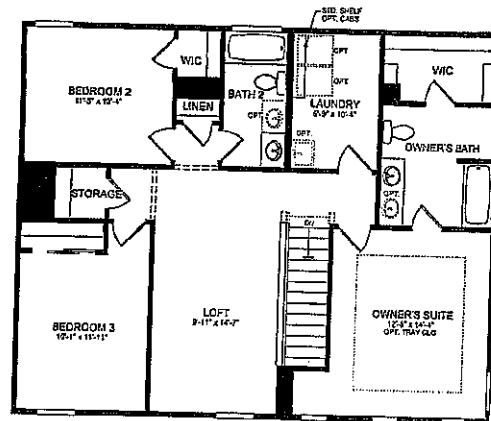
Owner's Bath 1
Option



Owner's Bath 3
Option



Owner's Bath 5
Option





Dalton - Home Exterior HR2I



Dalton - Home Exterior HR2J



Dalton - Home Exterior CR2H



Dalton - Home Exterior HR2K

Memo

To: Reviewing Staff

From: Patrick Brzozowski

Date: 4/26/2018

Re: Review of Revised Final Site Plan for Thomasville Site Condominiums

Revised site plans have been submitted by Monument Engineering Group for the final site plan review of the Thomasville Condominiums. The applicant is simply requesting to change the density for this development, whereas, they were previously approved to build sixty (60-qty) lots at forty (40') feet wide, and have now proposed a total of fifty (50-qty) lots at fifty (50') feet wide. The applicant commented to say that no other changes to landscaping, the approaches off 11 mile, or any other changes are reflective in this plan submittal.

Please review the above referenced site plan and return your written comments by May 4, 2018. Please indicate in your comments if the plan complies with City Codes and Standards.

Thank you,

Patrick Brzozowski

--

Distribution List:

Carmine Avantini, CIB Planning
Mike Darga, Hubbell, Roth & Clark
Chief Collins, SLPD
Chief Kennedy, SLFD
Bob Martin, DPW/WWTP Superintendent
Dennis Smith, Chief Building Official

Patrick Brzozowski

From: Darga Mike <MDarga@hrcengr.com>
Sent: Thursday, June 07, 2018 1:59 PM
To: Patrick Brzozowski
Subject: RE: 14-137 Thomasville Revised Site Plan

Follow Up Flag: Follow up
Flag Status: Flagged

Patrick,
I don't have a problem with any of these changes as long as you are OK with the sidewalk being on the back of curb.
Thanks,
Michael P. Darga, PE
Hubbell, Roth & Clark Inc
517-292-1485

From: Patrick Brzozowski <PBrzozowski@southlyonmi.org>
Sent: Thursday, June 7, 2018 10:09 AM
To: Darga Mike <MDarga@hrcengr.com>
Subject: FW: 14-137 Thomasville Revised Site Plan

Hi Mike,

The applicants from Thomasville Condominium project have made another minor change to the site plan. I have the new detail sheet attached, as well as a summary of said changes. If you could please indicate whether or not you have additional comments I would greatly appreciate it. Thank you.

From: Britney Shea [mailto:bshea@monumentengineering.com]
Sent: Wednesday, June 06, 2018 5:03 PM
To: Patrick Brzozowski
Cc: Al Pruss
Subject: 14-137 Thomasville Revised Site Plan

Patrick,

Attached is a PDF of the revised Thomasville Site Plan as well as a summary of changes. Please let me know if you need anything else.

Thanks



Britney Shea
Staff Engineer
Monument Engineering Group Associates, Inc. (MEGA)
A Service Disabled Veteran Owned Small Business (SDVOSB)
298 Veterans Drive
Fowlerville, MI 48836
(517) 223-3512



Patrick Brzozowski

From: Darga Mike <MDarga@hrcengr.com>
Sent: Thursday, May 24, 2018 2:42 PM
To: Patrick Brzozowski
Subject: Revised Final Site Plan for Thomasville Site Condos

Follow Up Flag: Follow up
Flag Status: Flagged

Patrick,

We have reviewed the proposed site plan change from 40 foot wide lots to 50 foot wide lots and do not have any major objections. The plans will still need to be submitted to this office for a final construction plan review prior to our recommendation for final approval and construction.

Thanks,

Michael P. Darga, PE
Hubbell, Roth & Clark Inc
517-292-1485

Patrick Brzozowski

From: Mike Boven
Sent: Wednesday, May 23, 2018 1:54 PM
To: Patrick Brzozowski
Subject: RE: Thomasville Site Condominiums

The only comment I have is to make sure the water system is looped to avoid dead ends, which it seems to show.

MICHAEL BOVEN
Utilities and DPW Superintendent
City of South Lyon
23500 Dixboro Rd.
South Lyon, MI 48178
(248) 437-4006

From: Patrick Brzozowski
Sent: Wednesday, May 23, 2018 1:51 PM
To: Mike Boven <mboven@southlyonmi.org>
Subject: Thomasville Site Condominiums

Hi Mike,

I don't believe I received updated feedback from DPW regarding the Revised Site Plan for Thomasville Site Condominiums. Please let me know, thank you.

Sincerely,

Patrick Brzozowski
Zoning Administrator
335 S Warren
South Lyon, MI 48178
248-437-1735

SOUTH LYON POLICE DEPARTMENT

Lloyd T. Collins
Chief of Police



Memorandum

To: Patrick Brzozowski, Zoning Administrator

From: Chief Lloyd T. Collins *LC*

Subject: Review of Final Site Plan for Thomasville

Date: April 27, 2018

I have reviewed the above-captioned site plan, which was forwarded to the Police Department for comment. I also conducted a visual inspection of the area in question.

Based upon my review, I have the following concerns with respect to the site plan submitted at this time. Exterior lighting for the condominiums, drives, and parking areas should comport with current crime prevention standards.

Patrick Brzozowski

From: Fire Chief
Sent: Thursday, June 07, 2018 4:16 PM
To: Patrick Brzozowski
Subject: Re: Thomasville Site Condominiums

My new inspector Al Matthews spent most of the day reviewing the plans. I am not sure if he completes the review today. Rest assure this plan is a priority and will be finished soon. Tomorrow I will check his process and update you.

Robert Vogel, FO
Fire Chief
City of South Lyon Fire Department
248-437-2616

On Jun 7, 2018, at 4:13 PM, Patrick Brzozowski <PBrzozowski@southlyonmi.org> wrote:

Good Afternoon,

Had your staff made any progress reviewing the Thomasville Site Plan? Please let me know at your earliest convenience. Also, they made a minor revision to the Site Plan, which I have attached and summarized the changes below:

1. Moved sidewalk to back of curb to eliminate landscape strip between walk and road.
2. Min between buildings is 10' as previously approved.
3. Eliminated walking path between units 18-21 and the detention basin to allow these units to have greater depth.
4. Angled rear unit line between units 25 through 30 to allow additional depth in units 28 through 30
5. Rotated house on unit 7 to front on Thomasville Cir.
6. Reduced unit 17 to expand units 14 and 15 to accommodate a larger building footprint

Thank you.

From: Fire Chief
Sent: Wednesday, May 23, 2018 1:56 PM
To: Patrick Brzozowski
Subject: RE: Thomasville Site Condominiums

No problem. Again I apologize for the delay. Have a great holiday weekend!

Robert Vogel, FO
Fire Chief
South Lyon Fire Department
T: 248-437-2616
C: 810-588-8238

From: Patrick Brzozowski
Sent: Wednesday, May 23, 2018 1:56 PM
To: Fire Chief <Firechief@southlyonmi.org>
Subject: RE: Thomasville Site Condominiums

Thank you very much Chief.

From: Fire Chief
Sent: Wednesday, May 23, 2018 1:55 PM
To: Patrick Brzozowski
Subject: RE: Thomasville Site Condominiums

Hello,

I have received the prints however I am in the process of hiring a new Fire Inspector. I will pass along the prints next week to him. Mr. Matthews is very experienced inspector/print reviewer and I believe we will have a quick as possible turn-around.

Sorry for the delay.

Robert Vogel, FO
Fire Chief
South Lyon Fire Department
T: 248-437-2616
C: 810-588-8238

From: Patrick Brzozowski
Sent: Wednesday, May 23, 2018 1:49 PM
To: Fire Chief <Firechief@southlyonmi.org>
Subject: Thomasville Site Condominiums

Good Afternoon,

I don't believe I received updated feedback from SLFD regarding the Revised Site Plan for Thomasville Site Condominiums. Please let me know, thank you.

Sincerely,

Patrick Brzozowski

Zoning Administrator
335 S Warren
South Lyon, MI 48178
248-437-1735

<14-137_Site Plan_060618.pdf>

Patrick Brzozowski

From: Patrick Brzozowski
Sent: Thursday, May 03, 2018 10:00 AM
To: 'Dennis Smith'
Subject: RE: Thomasville Site Condos

No thank you Dennis, appreciate you letting me know.

From: Dennis Smith [<mailto:dsmith@safebuilt.com>]
Sent: Wednesday, May 02, 2018 3:41 PM
To: Patrick Brzozowski
Subject: Thomasville Site Condos

Patrick:

I have reviewed the amended plans for Thomasville. I see no reason to add additional comments, however my comments from my July 2016 memo still apply.


Do you need anything further?

Dennis S. Smith C.B.O./C.F.I
Chief Building Official

City of Flushing
City of Montrose
City of Owosso
City of South Lyon
Office: 248.437.5255
City of Wixom
Office: 248.624.0880
Cell: 248-568-7762

SAFEbuilt is a team of professionals that have been providing customized community development solutions to public agencies for over 30 years. So whether clients are looking for part-time or full-time for their Community Planning, Building or Code Enforcement Department, we have a program that fits their needs

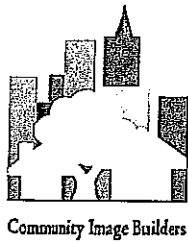
**CONSTRUCTION & DEVELOPMENT SERVICES
M E M O R A N D U M**

TO: Carmine Avantini
FROM: Dennis S. Smith, Building Official 
DATE: July 7, 2016
SUBJECT: Thomasville Site Condominium Project

I Have Reviewed The Above Stated Site Plan And Note The Following: Conditional approval recommended.

BUILDING CODE:

1. All construction must comply with the appropriate construction codes in effect at the time of construction.
2. Ground surfaces in parking lot also must have slopes no greater than 1:48 in order to comply with Barrier Free Design rules.
3. Exterior lighting shall be provided to indicate compliance with exterior means of egress requirements.
4. Surface drainage shall be diverted to a storm sewer drainage system. Lots shall be graded to drain surface water away from foundation walls. The grade shall fall a minimum of 6 inches within the first 10 feet.
5. A preconstruction meeting is required prior to the start of the project.



CIB Planning

June 7, 2018

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

Subject:	Thomasville Site Condominium, PD Rezoning Preliminary Site Plan
Description of Application:	The applicant is requesting Planned Development rezoning and Preliminary PD Site Plan approval for the proposed development of a 50 unit single-family residential development on an 11.635 acre parcel.
Site Location:	South side of 11 mile, 1/4 mile west of Pontiac Trail
Applicant:	Lorenzo Cavaliere 30078 Schoenherr Road Suite 300 Warren, MI 48088
Zoning:	RM-1, Multiple-Family Residential District
Plans Dated:	March 19, 2018

Dear Commissioners:

We have reviewed the above *revised* Planned Development (PD) Rezoning and Preliminary PD Site Plan request to construct a 50 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.

In November 2015, the previous applicant, Tom Schroder, applied to the City for PD Rezoning and Preliminary PD site plan approval. The Planning Commission recommended and City Council gave preliminary approval of a 60 unit single family residential development.



This *revised* application for PD Rezoning and Preliminary PD Site Plan approval is a reduction in the number of units (from 60 to 50 units), with an increase in the individual condominium lot sizes. As the November 2015 application did not receive Final Site Plan approval, this 50 unit application is considered a “new” and not an amendment to the previous plan.

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 50 units are proposed. To develop the site as shown, the applicant must utilize the PD, Planned Development Option.

PD, PLANNED DEVELOPMENT REVIEW PROCESS

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 is scheduled for June 14, 2018, as required under the ordinance, for PD Rezoning and Preliminary PD Plan review. The Planning Commission will then make recommendation to the City Council for action. If the PD Rezoning, and corresponding Preliminary PD Plan, is approved, 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 and the previously recommended attached single-family condominiums and be easier for purchasers to finance. It could also improve access for the existing Colonial Acres development and provide moderately-priced new construction housing for the community.

(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 can be 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: Proposed landscape buffering is 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 previous reviews 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 50 units, to meet the benefit of

providing moderately priced new housing, citing that the overall density will still be much lower than the previously recommended 60 units and close to the 5.0 units per acre. 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	50 ft. minimum	A waiver will be needed
Residential Density	3.7 units/acre max.	Approximately 5.2 units/acre	A waiver will be needed
Front yard setback (single-family)	25 ft.	25 ft.	In compliance
Side yard setback	6/10 ft.	Varies from 15/30 to 20/40.	A waiver will be needed
Rear yard	35 ft.	Varies from 30 feet to 50 feet	A waiver will be needed
Building Height (single-family)	2 stories max. 25-ft. max. building height	No elevations provided	Not in compliance
Lot Coverage (buildings)	25% maximum	13.6%	In compliance

3. **Overall Layout.** The overall layout of the proposed development seems to allow for reasonable sized lots, ample open space, and straight-forward circulation.
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. The previous property owners tried to work with Colonial Acres to obtain a cross access easement to allow the connection of Lexington Drive within Colonial Acres. At this time, Colonial Acres is not interested in pursuing this agreement. For the time being, the City requests that Lexington Drive be paved to the property line (should an agreement come to fruition) and that easement language be included as a condition of site plan approval.
5. **Park Area.** A pond exists at the southwest corner of the property, as well as open areas between the rears of units on Lexington Circle. A walking path is provided within the development. The previous plan identified benches near the pond, however, this plan

does not show any. All park improvements from original plan must be included on the site plan. We would like to see the benches installed.

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 applicant has provided sketch elevations and floor plans for the proposed units. The variety in building /architectural details is limited and similar on each of the four (4) home floor plans. More variation is strongly encouraged to make each unit different. More detail -including material description and samples will be reviewed in detail during Final Site Plan Planned Development approval.

RECOMMENDATION

Based upon the above discussion, we recommend that the Planning Commission recommend approval to City Council for the Planned Development rezoning and Preliminary PD Site Plan for the Thomasville development, conditioned upon the approval following:

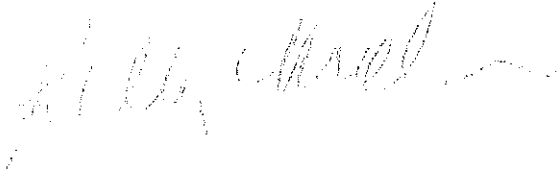
- a) a waiver to allow an average lot area of 4,200 s.f.;
- b) a waiver to allow a minimum lot width of 50 ft.;
- c) a waiver to allow an overall density of 5.2 units per acre;
- d) a waiver to allow a setback of 15 feet between buildings;
- e) the installation of landscape buffering abutting colonial acres to be installed at the beginning of the project/construction;
- f) inclusion of language for a future cross access agreement with Colonial Acres via Lexington Drive;
- g) Submission of revised building elevations and material samples to the Planning Commission during final site plan review; and
- h) Draft condominium documents to be submitted during final site plan approval.

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

Sincerely,

CIB PLANNING

Kelly McIntyre

A handwritten signature in cursive script, appearing to read "Kelly McIntyre", written in dark ink.

Senior Principal Planner

CITY OF SOUTH LYON
PUBLIC HEARING

A Public Hearing will be held by and before the Planning Commission of the City of South Lyon at City Hall, 335 S. Warren, South Lyon, Michigan, on Thursday, June 14, 2018 at 7:00 p.m., or as soon thereafter as the agenda will permit, to consider Preliminary PD Site Plan approval.

The subject property located at the South East corner of 11 Mile Road and Dixboro Road, and the Parcel # is 21-19-126-002.

Comments can be expressed at the Public Hearing, or written comments can be directed to the attention of the Planning Department, City of South Lyon, 335 S. Warren, South Lyon, Michigan 48178, or by e-mail to pbrzozowski@southlyonmi.org no later than 3:00 p.m. one day prior to the date of the meeting. If you have questions you may contact the Planning Department by e-mail or by phone at (248) 437-1735.

The application on file can be viewed at the Planning Department, City of South Lyon, 335 S. Warren, South Lyon, Michigan 48178.

Notices and information for public hearings will also be posted on the City website at www.southlyonmi.org.

Lisa Deaton
City Clerk

NOTICE: Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk by calling (248) 437-1735 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

NICHOLAS A THEIS
MOLLY M THEIS
1122 COLT DR
SOUTH LYON MI 48178 5300

ROBERT W MELLINGER
RENEE S MELLINGER
62550 11 MILE RD
SOUTH LYON MI 48178 9266

AMIT PARIKH
SHIRLEY PARIKH
1159 COLT DR
SOUTH LYON MI 48178 5300

NABIL ZAHER
6647 HARTWELL ST
DEARBORN MI 48126 1885

WCS - SOUTH LYON LLC
36900 SCHOENHERR RD
STERLING HTS MI 48312 3370

MICHAEL A BLACKWELL
STEPHANIE A BLACKWELL
62500 11 MILE RD
SOUTH LYON MI 48178 9266

CHARLESTON PARK SINGH LLC
7125 ORCHARD LAKE RD STE 200
WEST BLOOMFIELD MI 48322 5306

ANTHONY PRZYBYLOWICZ
MAXINE PRZYBYLOWICZ
62440 11 MILE RD
SOUTH LYON MI 48178 9266

WILLIAM MCNEILL
DONNA MCNEILL
1183 COLT DR
SOUTH LYON MI 48178 5300

COLONIAL ACRES PHASE 5
PO BOX 788
LINDEN MI 48451 0788

ROBERT FRIEDRICH
KATHERINE FRIEDRICH
1011 COLT LN
SOUTH LYON MI 48178 5301

JOHN MALASKY
KYLE S MORGAN
1171 COLT DR
SOUTH LYON MI 48178

FREDRIC L BINGHAM
KAREN M BINGHAM
62250 11 MILE RD
SOUTH LYON MI 48178 9245

GARRET SISCO
JENNIFER SISCO
1177 COLT DR
SOUTH LYON MI 48178 5300

KENNETH SPRATKE
LISA SPRATKE
1017 COLT LN
SOUTH LYON MI 48178 5301

GAINES GROMEK
AMY GROMEK
1189 COLT DR
SOUTH LYON MI 48178 5300

TODD STARR
1018 COLT LN
SOUTH LYON MI 48178 5301

COREY M CARPENTER
1128 COLT DR
SOUTH LYON MI 48178 5300

BARRY ELWELL
DEBRA ELWELL
1165 COLT DR
SOUTH LYON MI 48178 5300

John Sull



MONUMENT ENGINEERING GROUP ASSOCIATES, INC.
298 Veterans Drive, FOWLERVILLE, MI 48836
(517) 223-3512
www.monumentengineering.com



LETTER OF TRANSMITTAL

TO Chief Lloyd Collins

Interim City Manager/Police Chief

City of South Lyon

335 S Warren

South Lyon, MI 48178

DATE 7-02-2018 **MEGA JOB NO.** 14-137

PROJECT NAME / DESCRIPTION

Thomasville Site Condo

CLIENT REFERENCE NO.

WE ARE SENDING YOU THE FOLLOWING:

Plan Date	Description	Pages	Copies
6-25-2018	Revised Site Plan	1	15

Remarks:

Please note:
24x36 prints are \$2.00/page
All other sizes are \$1.00/page

Prepared by: _____ Copy to: _____

Shipping Cost: _____ Copy to: MEGA Billing Dept.

For documentation purposes, the original electronic data files will be retained by Monument Engineering Group Associates, Inc. (MEGA). • The information on the electronic media enclosed is considered part of MEGA's instrument of services and shall not be used on other project, for additions to this project, or for completion of this project by another design professional, except by agreement in writing and with appropriate compensation to MEGA. • Any such unauthorized use or reuse, or any intentional revisions, additions or deletions from the data files by the User or others will be at the sole risk of the User and without liability or legal exposure to MEGA. Furthermore, the User shall, to the fullest extent of the law, indemnify and hold harmless MEGA from all claims arising out of, or resulting therefrom. • The User is cautioned that any conversion of electronic data files from the format in which they were created cannot be accomplished without the risk of introducing errors and anomalies. • The User is further cautioned that certain corrections and additions to the drawings may have been made by hand to the hard copy only and may not be reflected in the electronic data file. • Use of this data for staking purposes is at the sole risk of the User. No guarantee is made as to the relative locations of existing or proposed features.

AGENDA NOTE

New Business: Item # 1

MEETING DATE: July 9, 2018

PERSON PLACING ITEM ON AGENDA: Economic Development & DDA Director

AGENDA TOPIC: BrotoberFest

EXPLANATION OF TOPIC: “BrotoberFest” is a DDA Event proposed for Saturday, October 20, 2018 from 4:00 to 9:00 p.m. and is intended to be a Mens & Ladies Night Out (Co-marketed with Ladies Night Out to be held in November). E. Lake Street Closure is requested from Noon to 10:00 p.m. on Saturday, October 20, between Lafayette and Wells Streets. At the May 10 DDA Board Meeting, the DDA voted unanimously to hold the first annual “BrotoberFest” on E. Lake Street in Downtown South Lyon, and to recommend approval by the City Council. While the shopping & dining aspect of the event will be held in the core downtown/DDA area with a majority of all downtown businesses participating, the Beer & Wine Tent and Games Area will be on E. Lake Street. The DDA has secured the domain names of Brotoberfest.com, [.org](http://Brotoberfest.org) and [.net](http://Brotoberfest.net) for the next 3 years. E. Lake Street will be closed and there will be a Beer/Wine Tent operated by the VFW under an Event Liquor License they will secure from the MLCC. Games such as Corn Toss, Soft Horse Shoes, Nurf Basketball, etc.). There will also be two (2) Food Trucks outside of the VFW Tent & Drinking Enclosure, yet within the Games Area on E. Lake Street (see map).

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Event Area Map & Location Map of E. Lake Street with VFW Tent, drinking area enclosure, games area with 2 Food Trucks and Open Fire Lane clearly marked (same map as VFW will submit to the LLC).

POSSIBLE COURSES OF ACTION: Approve the Event and related Street Closure; or Reject the request

RECOMMENDATION: Approve the “Brotober” Event Request and E. Lake Street Closure (from Lafayette to Wells Streets), as recommended by the DDA and the Econ Dev/DDA Director and the E. Lake Street Closure as approved by the Police Chief.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the “BrotoberFest” event request from the DDA as recommended by the DDA & Econ Dev/DDA Director for Saturday, October 20, 2018 from 4:00 to 9:00 p.m., with the VFW Post 1224 operating a Beer & Wine Tent and enclosure with an MLCC License on E. Lake Street, and the closure of E. Lake Street between Lafayette and Wells Streets, as approved by the Police Chief, for Saturday, October 20 from Noon to 10:00 p.m.

2018 BROTOBERFEST

East Lake Street, between Lafayette & Wells Streets

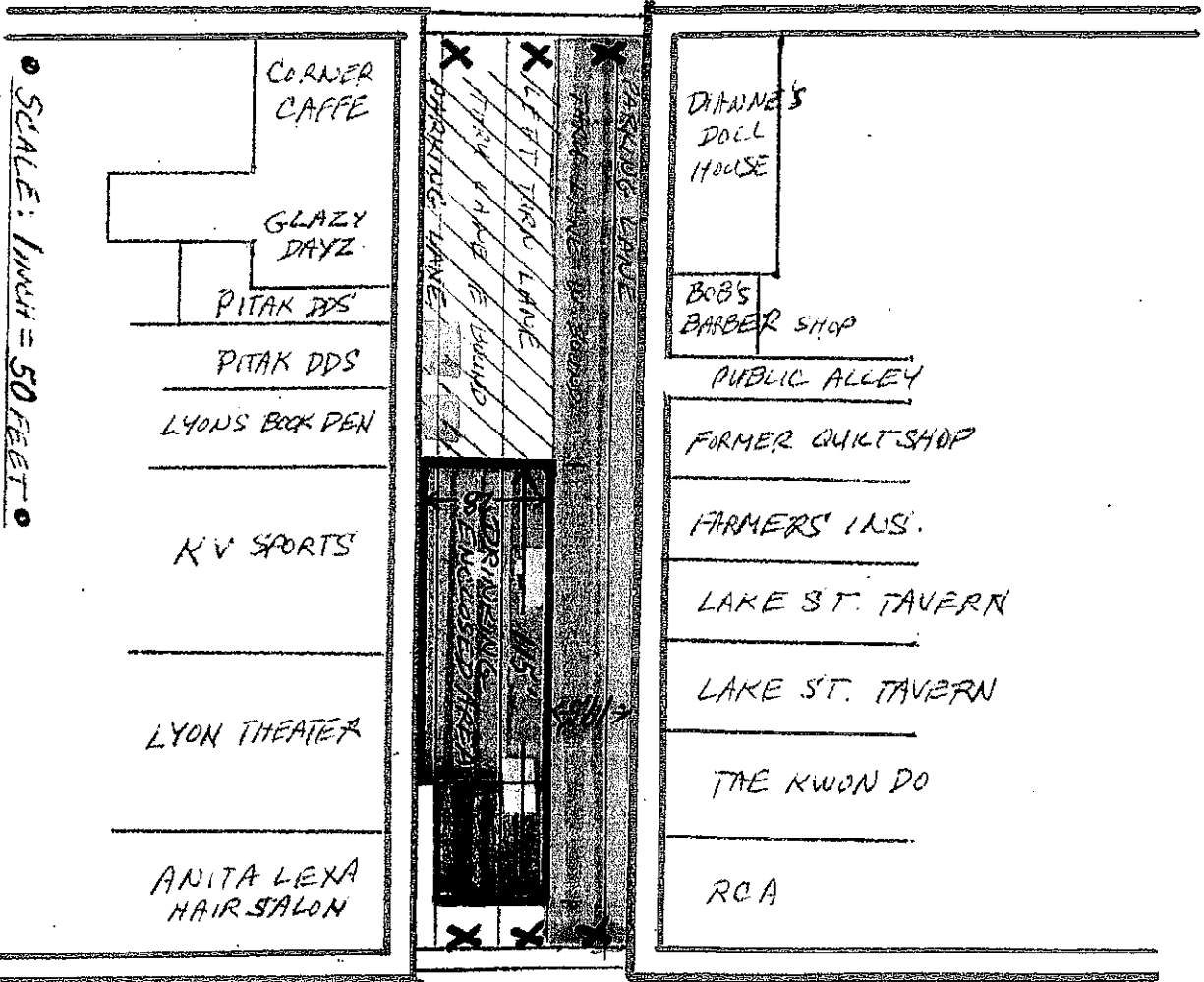
Saturday, October 20, 4p.m. to 9p.m.

All Downtown Businesses invited to participate.

X - ENCLOSURES/
BARRICADES
- 2 FOOD TRUCKS

S. LAFAYETTE ST.

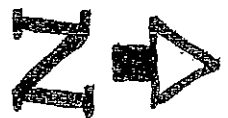
N. LAFAYETTE ST.



S. WELLS ST.

N. WELLS ST.

E. LAKE ST.



SCALE: 1 INCH = 50 FEET
DRINKING ENCLOSURE / ORANGE FENCING
TENT / BEER + WINE SERVICE / ENCLOSURE
OPEN FIRE LANE W/ 19.5 FT. WIDE ACCESS

- GAMES
AREA



SOUTH LYON POLICE DEPARTMENT

219 Whipple

South Lyon, Michigan 48178

Ph: (248)437-1773 / Fax: (248)437-0459

Lloyd T. Collins

Chief of Police

PARADE / DEMONSTRATION/EVENT APPLICATION

Date Application Submitted: 6/19/18 Requested Date of Event: 10/20/18
Applicant / Contact's Name: (DDA)/BOB DONOHUE PH #: 947-777-9355
Applicant Address: 335 S. WARREN ST., SOUTH LYON, MI 48178
Name of Event(s): BROTOBERFEST (MENS-NIGHT-OUT)
Business / Organizations Name (if Applicable): DDA
Bus. Ph#: SAME AS ABOVE Bus. Address: SAME
President / CEO (Responsible for Event): N/A/SAME Direct Ph#: SAME
ROAD CLOSURE START TIME: NOON ROAD CLOSURE END TIME: 10:00 P.M.
Event START Time: 4:00 a.m. / (p.m.) Event END Time: 9:00 a.m. / (p.m.)
Approximate Number of PERSONS: 1,000 Organization Names: LOCAL + NEAR FAMILIES

Approximate Number of VEHICLES: 0 Types of Vehicles: N/A

Approximate Number of ANIMALS: 0 SPECIFIC Animals: N/A

Amount of space to be maintained between and /all units in Parade: N/A (NO PARADE)

Route to be traveled (Include Street Names and Turning Directions) or area to be utilized:

- STREET CLOSURE: EAST LAKE STREET, Between LAFAYETTE & WELLS STREETS ONLY *
- FIRE LANE TO BE MAINTAINED ON N. SIDE OF E. LAKE ST.
- BEER TENT BY VFW & RELATED SEATING AREA PER MLOC

Robert E. Donohue
Applicant's SIGNATURE

Robert E. Donohue
Responsible Party's SIGNATURE

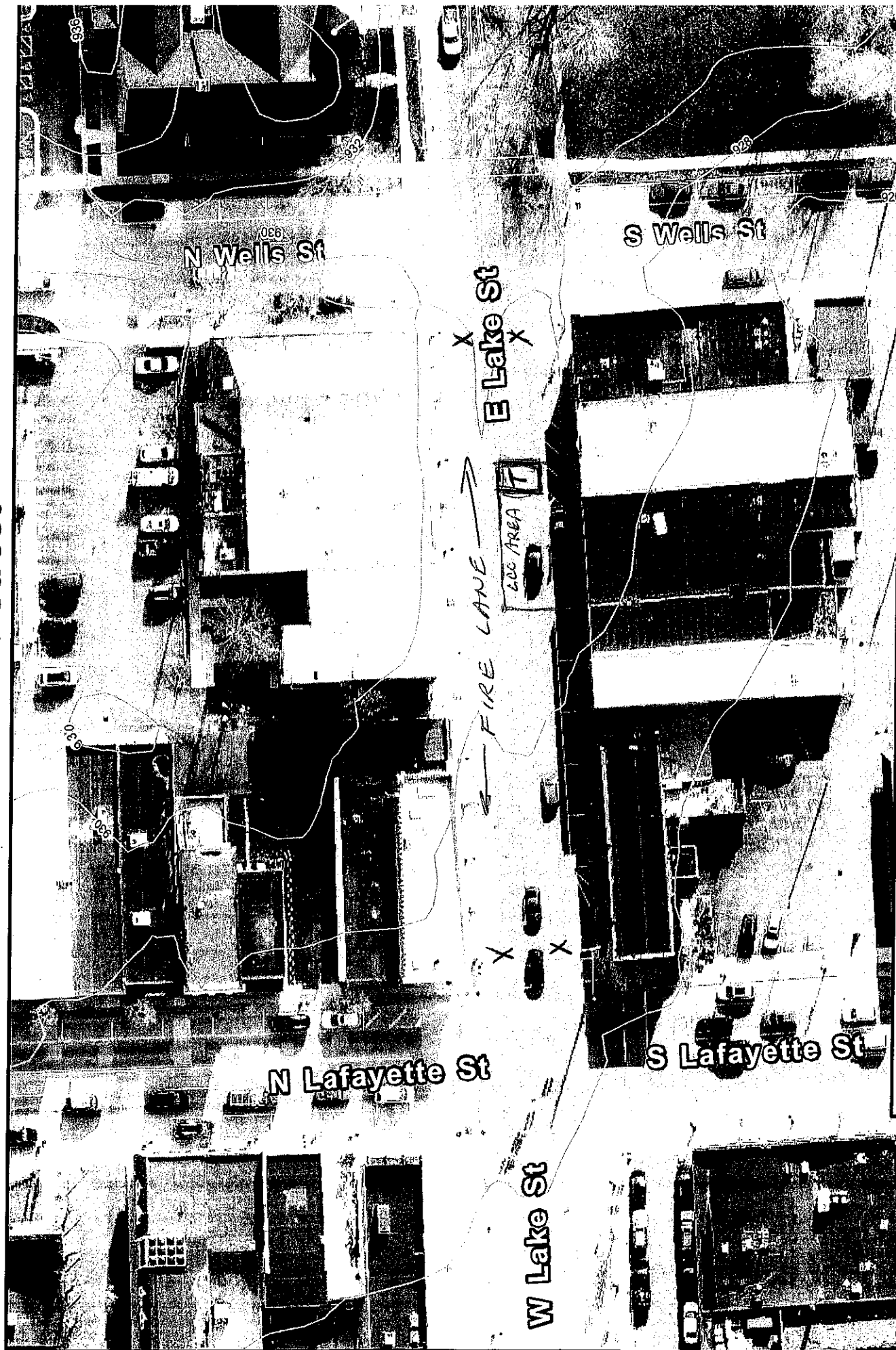
APPROVED [✓]

DENIED []

Chief Lloyd T. Collins 07/05/18
Lloyd T. Collins, Chief of Police

* SEE ATTACHED MAP + AERIAL PHOTO FOR LOCATION

East Lake Street

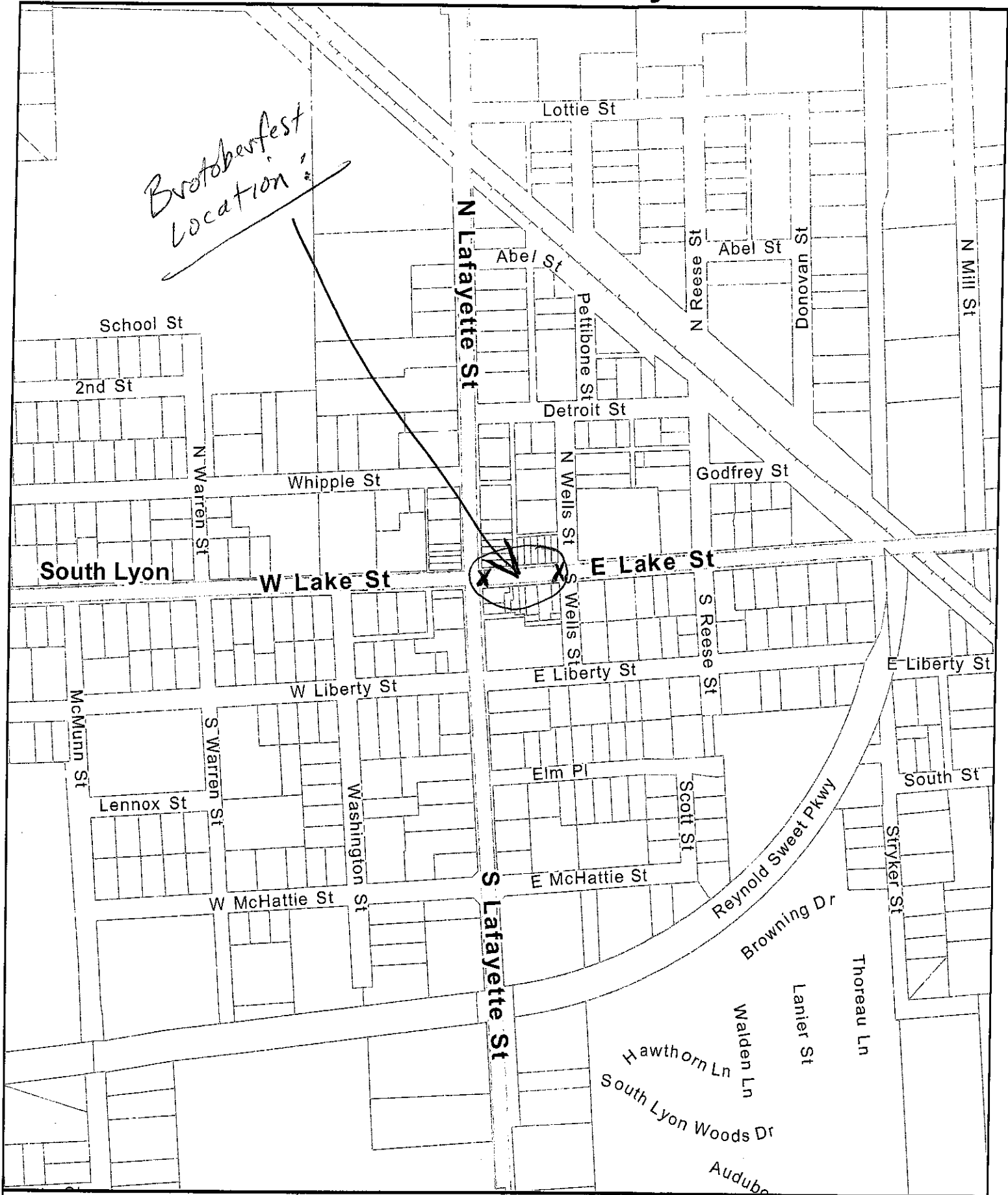


- 2 Foot Contours
- 5 Foot Contours
- FEMA Base Flood Elevations
- FEMA Cross Sections
- 100 yr - FEMA Floodplain
- 100 yr (detailed) - FEMA Floodplain
- 500 yr - FEMA Floodplain
- FLOODWAY - FEMA Floodplain

Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, 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.

Downtown South Lyon

Brotoberfest Location



- 2 Foot Contours
- 5 Foot Contours
- FEMA Base Flood Elevations
- FEMA Cross Sections
- 100 yr - FEMA Floodplain
- 100 yr (detailed) - FEMA Floodplain
- 500 yr - FEMA Floodplain
- FLOODWAY - FEMA Floodplain

Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, 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 on the map.

OAKLAND
COUNTY OF OAKLAND
L. Brooks Patterson
Oakland County Executive

Date Created: 7/15/2016
NORTH
1 inch = 400 feet

Motion by _____, supported by _____

Resolved That Lisa Deaton, City Clerk/Treasurer is hereby authorized to make application to the Road Commission for Oakland County on behalf of the City of South Lyon in the County of Oakland, Michigan for the necessary permits to conduct the Brotoberfest on Saturday, October 20, 2018 and the related street closure: E. Lake Street from Lafayette St. to Wells St. from 12:00 p.m. until 10:00 p.m.

and that the City of South Lyon in the County of Oakland, Michigan will faithfully fulfill all permit requirements, and shall save harmless, indemnify, defend and represent the Board against any and all claims for bodily injury or property damage, or any other claim arising out of or related to operations authorized by such permits as issued.

VOTE:

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of South Lyon, County of Oakland, State of Michigan, at a regularly scheduled meeting of July 09, 2018 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said act.

Lisa Deaton
City Clerk/Treasurer

AGENDA NOTE

MEETING DATE: July 9, 2018

PERSON PLACING ITEM ON AGENDA: Recommendation from the Planning Commission
Proposed on 06/14/18

AGENDA TOPIC: First 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-1 to PD (Planned Development), but no formal ordinance rezoning the Property was approved.

The previous PD rezoning and preliminary (stage I) PD site plan expired and the zoning reverted to RM-1 pursuant to ZO Section 102-391 due to no activity within 1 year and no extension. With respect to the current revised layout reducing the number units, the PC recommended rezoning and approval of the Preliminary site plan, both with conditions. This will be ready for Council consideration on 7/9/18 as to a first reading on the rezoning and preliminary site plan. The PD Agreement will be revised for steps 3 and 4 of the PD rezoning and shared with the developer.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Site Plan Material, including updated detail sheet
- Updated CIB Review Letter
- Additional Elevation Samples for the project
- Draft Minutes of 06/14/18 Planning Commission Meeting
- Agenda packet excerpt from 06/14/2018 Planning Commission meeting

POSSIBLE COURSES OF ACTION: Approve/Deny/Table/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

AGENDA NOTE

New Business: Item # 4

MEETING DATE: July 09, 2018

PERSON PLACING ITEM ON AGENDA: City Attorney

AGENDA TOPIC: First Amendment to Knolls of South Lyon Planned Development Agreement

EXPLANATION OF TOPIC: A number of lots in Knolls of South Lyon have been denied permits to construct decks or patios in the back yards due to noncompliance with the lot coverage limit in the Zoning Ordinance. This will likely affect all lots in the development.

The development was approved with smaller lots and larger common open spaces. The typical size home on the smaller lots results in difficulty including a deck or patio without exceeding the applicable 25% lot coverage limit. The City staff and Developer agree that an amendment to the Planned Development Agreement to increase the lot coverage percentage to 40% for the Knolls of South Lyon is appropriate and would allow most units to have a deck or patio. An amendment would add Section 11(M) to increase the lot coverage percentage and clarify the circumstances under which decks and patios would be allowed. The amendment would also clarify that units with unique circumstances and cannot meet the increased lot coverage limit could seek a waiver or variance from the Planning Commission.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Draft First Amendment to Knolls of South Lyon
- Planned Development Agreement for Knolls of South Lyon

POSSIBLE COURSES OF ACTION: Approve/deny/no action/postpone

RECOMMENDATION: Approve

SUGGESTED MOTIONS: Motion to approve the First Amendment to Knolls of South Lyon Planned Development Agreement to increase the maximum lot coverage percentage to clarify the regulations applicable to decks, patios and other structures in rear yards as presented.

FIRST AMENDMENT
TO
KNOLLS OF SOUTH LYON
PLANNED DEVELOPMENT AGREEMENT

This First Amendment to Knolls of South Lyon Planned Development Agreement, is made and entered into this _____ of July 2018, 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 Oakland Forty Group, LLC ("Developer"), a Michigan Limited Liability Company, whose address is 296 S. Main Street, Plymouth, Michigan 48170.

RECITALS:

i. On October 14, 2013, the South Lyon City Council approved Ordinance No. 10-13 with conditions rezoning an approximately 39.39± acre parcel of real property located at the north end of Mill Street and north of Kestrel Ridge Drive, in the City of South Lyon, from R-2, (Single Family Residential) to PD (Planned Development) for a proposed 88-unit detached single family residential site condominium to be known as Knolls of South Lyon as reflected in the minutes of the meeting, and it approved the Preliminary (Stage I) Site Plan for the Knolls of South Lyon planned development with conditions as reflected in the minutes of the meeting.

ii. On November 10, 2014, the South Lyon City Council approved the Final (Stage II) Site Plan for the Knolls of South Lyon planned development subject to approval of a planned development agreement.

iii. On April 14, 2015 the City and Developer entered into the Knolls of South Lyon Planned Development Agreement which controls the use, development, and various aspects of Knolls of South Lyon.

iv. The City and Developer desire to increase the allowable percentage of lot coverage on units in the Development to allow for a residential structure and a reasonably sized deck or patio by amending the Planned Development Agreement, as provided for in Section 22(E).

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

FIRST AMENDMENT ADDING SECTION 11(M)

I. The Planned Development Agreement for Knolls of South Lyon is hereby amended by adding Section 11(M) as follows:

11. ADDITIONAL REGULATIONS

...

M. The maximum percentage of lot area covered by all buildings in Knolls of South Lyon is forty percent (40%). Buildings and structures may encroach into the rear yard setback up to twenty-five percent (25%) for decks and patios or similar structures but in no event shall a deck or patio be less than ten (10) feet from the rear unit boundary. Units needing further dimensional or lot coverage variances for structures such as decks or patios or similar structures due to other circumstances may seek a variance or waiver from the Planning Commission as provided for under Section 20 and Section 11(L).

II. Recordation. Either party may record a copy of this First Amendment to Knolls of South Lyon Planned Development Agreement with in the Oakland County Register of Deeds.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Knolls of South Lyon Planned Development Agreement to be executed on the day and year set forth above.

CITY OF SOUTH LYON,
a Michigan Municipal Corporation

OAKLAND FORTY GROUP, LLC,
a Michigan Limited Liability Company

By: _____
Daniel L. Pelchat, its Mayor

By: _____
Ronald Cook, its Managing Member

By: _____
Lisa Deaton, its Clerk

[Remainder of Page left blank intentionally]
[Acknowledgements of signatures continued on next page]

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing First Amendment to Knolls of South Lyon Planned Development Agreement was signed before me by Daniel L. Pelchat, the Mayor of the City of South Lyon, and Lisa Deaton, the Clerk of the City of South Lyon, on behalf of the City of South Lyon, a Michigan municipal corporation, on the _____ day of _____, 2018.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing First Amendment to Knolls of South Lyon Planned Development Agreement was signed before me by _____ the _____ for Oakland
Forty Group, LLC, on the _____ day of _____, 2018.

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

LIBER 48208 PAGE 52

0104893

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

LIBER 48208 PAGE 52
\$253.00 MISC RECORDING
\$4.00 REMONUMENTATION
05/22/2015 02:27:22 PM RECEIPT# 59025
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

2015 MAY 22 PM 2:02

KNOLLS OF SOUTH LYON
PLANNED DEVELOPMENT AGREEMENT

Entered into between:

The City of South Lyon, a Michigan Municipal Corporation

and

Oakland Forty Group, LLC, Michigan Limited Liability Company

Dated: *April 14*
~~March~~ __, 2015



OK - LG

TABLE OF CONTENTS

RECITALS.....	1
1. Summary of Description of the Development	2
2. General Terms	2
3. Adherence to Requirements for Development	3
4. Adherence to Ordinances	4
5. Permits and Authorizations	4
6. Water and Sanitary Sewer Systems.....	5
7. Stormwater Detention/Retention System.....	6
8. Roads, Drives and Sidewalks	7
9. Landscaping, Lighting, Signs and Screening.....	9
10. Open Space and Natural Features.....	9
11. Additional Regulations	9
12. Maintenance Obligations	11
13. Condominium Master Deed and ByLaws	16
14. Financial Assurance Requirements	16
15. Insurance Requirements	19
16. Reimbursable Costs	20
17. Access to Property.....	20
18. Ownership and/or Control of Property	20
19. Restrictions and Conditions on Use	20
20. Variances/Waivers.....	21
21. Limited Appeal Rights and Developer Acknowledgment.....	21
22. Miscellaneous.....	22

KNOLLS OF SOUTH LYON

PLANNED DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 14 of ^{April}~~March~~ 2015, 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 Oakland Forty Group, LLC ("Developer"), a Michigan Limited Liability Company, whose address is 296 S. Main Street, Plymouth, Michigan 48170.

Developer: Oakland Forty Group, LLC

Project Engineer: Washtenaw Engineering

RECITALS:

A. This Planned Development Agreement covers a parcel of real property containing approximately 39.39± acres, located at the north end of North Mill Street and north of Kestrel Ridge Drive, 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 voluntarily proposed rezoning and development of the Property as a residential Planned Development consisting of an 88 unit detached single-family residential site condominium to be known as Knolls of South Lyon. Developer is the developer and proprietor of the Knolls of South Lyon (the "Development").

C. Developer previously applied for approval of an amendment to the City of South Lyon's Zoning Ordinance rezoning the Property from R-2 District (Single 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 (set forth in Section 3 below) 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 R-2 zoning district and would be a distinct and material benefit and advantage to the Developer.

F. On August 8, 2013, the South Lyon Planning Commission recommended that the South Lyon City Council: i) approve the Developer's request to rezone the Property from R-2 (Single Family Residential) to PD (Planned Development); and ii) approve the Preliminary (Stage I) Site Plan for the Knolls of South Lyon planned development.

G. On October 14, 2013, the South Lyon City Council approved Ordinance No. 10-13 with conditions rezoning the Property from R-2, (Single Family Residential) to PD (Planned Development) as reflected in the minutes of the meeting, and it approved the Preliminary (Stage I) Site Plan for the Knolls of South Lyon planned development with conditions as reflected in the minutes of the meeting.

H. On July 30, 2014, the South Lyon Planning Commission recommended that the South Lyon City Council approve the Final (Stage II) Site Plan for the Knolls of South Lyon planned development with conditions.

I. November 10, 2014, the South Lyon City Council approved the Final (Stage II) Site Plan for the Knolls of South Lyon planned development subject to approval of a planned development agreement.

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

K. 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 Knolls of South Lyon, the Developer and the City desire to set forth the parties' obligations with respect to the Development according to the Final (Stage II) 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 residential Planned Development consisting of no more than 88 detached site condominium units on the approximately 39.39± acres of real property located at the north end of N. Mill Street, and north of Kestrel Ridge Road, in the City of South Lyon to be known as the Knolls of South Lyon.

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 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 Planned Development 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 Planned Development Agreement.

D. The Planned Development zoning classification permits the Developer to develop the Property in phases, and the Developer agrees to develop the Property in accordance with the terms and conditions of this Planned Development Agreement and the approved Preliminary (Stage I) and Final (Stage II) Site Plans and any and all conditions placed thereon by City Council.

3. ADHERENCE TO REQUIREMENTS FOR 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) Site Plan for Knolls of South Lyon approved by City Council prepared by Washtenaw Engineering, Job No. 31064, File No. 9747, dated 5-15-13 and last revised 8-19-14 which include:

- i. Sheet 1 - Cover Page
- ii. Sheet 2 - Boundary & Topography Survey
- iii. Sheet 3 - Tree Identification Chart
- iv. Sheet 4 - Final Site Plan
- v. Sheet 5 - Grading Plan South
- vi. Sheet 6 - Grading Plan North
- vii. Sheet 7 - Utility Plan South
- viii. Sheet 8 - Utility Plan North
- ix. Sheet 9 - Final Landscape Plan
- x. Sheet 10 - Existing Storm Water Drainage Plan
- xi. Sheet 11 - Proposed Storm Water Drainage Plan
- xii. Sheet 12 - Details
- xiii. Sheet 13 - Standard City of South Lyon Details

C. The home and floor plans and elevation drawings for residential dwellings prepared by TR Design Group, LLC for Knolls of South Lyon attached as **Exhibit E**:

- i. Avery Plan (including floor plans and elevations A and B);
- ii. Carwell Plan (including floor plans and elevations A, B and C);
- iii. Essex Plan (including floor plans and elevations A, B and C);
- iv. Harper Plan (including floor plans and elevations A and B).

D. Any and all conditions on the Final (Stage II) 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) Site Plan for Knolls of South Lyon is approved, it and the minutes of the South Lyon City Council meeting shall be attached to this Agreement as **Exhibits B and C**.

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

F. This Planned Development Agreement and conditions imposed herein.

G. The Condominium Master Deed and By-Laws as required by Section 13 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.

I. Developer shall record an affidavit with the Oakland County Register of Deeds, prior to commencement of construction and prior to the sale or lease of any portion of the Property, that contains the legal description of the entire Development, specifying the date of Final (Stage II) Site Plan approval, and declaring that all future development of the Property, or any portion of it, has been authorized, restricted, and required to be carried out only in accordance with the Zoning Ordinance, the Development Documents, and this Planned Development Agreement. A copy of the recorded affidavit shall be immediately provided to the City.

J. Furthermore, all development and improvement of the Property, or any part of it, and all use 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, and federal and state laws for the respective components of the Development. To the extent that there are conflicts or discrepancies between respective provisions of the Development Documents, or between provisions of the Development Documents and City Ordinances, the Development Documents shall apply. In the event the Development Documents are silent on any matters otherwise covered by the Preliminary (Stage I) or Final (Stage II) Site Plans, or City Ordinances and Regulations, the Preliminary (Stage I) or Final (Stage II) Site Plans and City Ordinance and Regulations shall apply. It shall be the responsibility of the Developer to notify all future owners and/or lessees of the Property of the requirements contained in this Planned Development Agreement.

4. ADHERENCE TO ORDINANCES.

Developer shall, with respect to the Property, comply with the 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 city, state, county, and federal standards, codes, regulations, ordinances and laws in effect at the time of development of the Property.

5. PERMITS AND AUTHORIZATION.

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) 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. WATER AND SANITARY SEWER SYSTEMS

A. Developer shall, at its sole expense, construct and install improvements 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) Site Plan, engineering plans, and all applicable city, state and county standards, codes, regulations, ordinances and laws.

B. The water and sanitary sewer service facilities, including the sanitary sewer pump station and any on-site and off-site facilities, extensions, and easements to reach the area to be served and improvements, shall be provided by and at the sole expense of Developer, and shall be completed, approved, and dedicated to the City to the extent necessary to fully service all proposed and existing facilities, improvements, structures, and uses within the Development to be served thereby, prior to the initiation of construction on any buildings or residential dwellings. All water and sanitary sewer service facilities shall remain common elements until dedication of same is accepted by the City of South Lyon or such other applicable agency.

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.

D. The City will consider accepting dedication of the water and sanitary systems after eighty percent (80%) of the dwellings receive final certificates of occupancy. The following must be submitted to the City for review and approval prior to consideration of a request to accept the dedication of water and/or sanitary sewer service facilities and improvements:

- i. Water main easement providing a minimum twenty (20) foot easement for water mains to be dedicated.
- ii. Sanitary sewer easement providing a minimum twenty (20) foot easement for the sanitary sewers to be dedicated.
- iii. Bill of sale for the utility improvements.
- iv. Waivers of liens from any parties involved in the installation of the utility to be dedicated.
- v. Contractor's sworn statements listing those parties and stating that all labor and material expenses incurred in connection with the subject utility improvements have been paid.
- vi. Maintenance and repair guarantee deposit equal to twenty-five percent (25%) of the cost of the construction of the utilities to be dedicated. The guarantee deposit must be in effect for a period of two (2) years from the date of the City's acceptance of the dedication of the utility.
- vii. Warranty deed or other appropriate conveyance for any additional easement or right-of-way to be dedicated.

- viii. As-built drawings of the construction plans and drawings of the utilities.
- ix. Documents for the purpose of verifying that the parties signing the easement and bill of sale documents have the legal authority to do so.
- x. Title policy (dated within ninety (90) days of acceptance) and other appropriate documents for the purpose of verifying that the parties signing the easement and bill of sale documents have the legal authority to do so. All parties in interest shown on the title policy (including mortgage holders) shall either sign the easement documents themselves or a subordination agreement. Other documents required under the City Ordinances, regulations, and policies for the dedication of utilities or required by other governmental entities. Developer shall be charged the amount for sewer and water fees, tap fees, capital charges, usage fees, metering fees, and charges as provided for in the City's Ordinances, resolutions, policies and Schedule of Fees in effect at the time of the request for sewer and/or water connection.

7. STORMWATER DETENTION/RETENTION SYSTEM

A. Developer shall, at its sole expense, construct and maintain a storm water detention/retention system ("System") for the Development, which System shall include both on-site and off-site improvements as necessary, in accordance with the Development Documents, the approved Final (Stage II) Site Plan, and all applicable ordinances, laws, codes, standards and regulations. At a minimum, the System shall be designed in accordance with City standards or other applicable ordinances, codes, regulations, and standards.

B. The City will consider accepting dedication of the portions of the stormwater system located in the road right of way after eighty percent (80%) of the dwellings receive final certificates of occupancy. The following must be submitted to the City for review and approval prior to consideration of a request to accept the dedication of storm sewers located in the road rights of way:

- i. Storm sewer easement providing a minimum twenty (20) foot easement for storm sewers to be dedicated.
- ii. Bill of sale for the utility improvements.
- iii. Waivers of liens from any parties involved in the installation of the utility to be dedicated.
- iv. Contractor's sworn statements listing those parties and stating that all labor and material expenses incurred in connection with the subject utility improvements have been paid.
- v. Maintenance and repair guarantee deposit equal to twenty-five percent (25%) of the cost of the construction of the utilities to be dedicated. The guarantee deposit must be in effect for a period of two (2) years from the date of the City's acceptance of the utility.

- vi. Warranty deed or other appropriate conveyance for any additional easement or right-of-way to be dedicated.
- vii. As-built drawings of the construction plans and drawings of the utilities.
- viii. Documents for the purpose of verifying that the parties signing the easement and bill of sale documents have the legal authority to do so.
- ix. Other documents required under the City Ordinances, regulations, and policies for the dedication of utilities or required by other governmental entities.

8. ROADS, DRIVES, AND SIDEWALKS

A. All roads, drives, and sidewalks shall be constructed by Developer in accordance with City Engineering Design Standards and all applicable City Ordinances, the Development Documents, and the Final (Stage II) Site Plan. Developer agrees all roads shall be concrete roads, and Developer shall install layback mountable curb and gutter on the roads in the Development.

B. The roads have been designed and will be constructed with the intent of dedicating this common element to the City of South Lyon or such other governmental agency as shall have jurisdiction over them for public use. All roads shall remain common elements until dedication of same is accepted by the City of South Lyon or such other applicable agency.

C. The City will consider accepting dedication of the roads and right of way after eighty percent (80%) of the dwellings receive final certificates of occupancy. The following must be submitted to the City for review and approval prior to consideration of a request to accept the dedication of roads:

- i. Bill of sale for each road conveying the improvements to the City.
- ii. Easement or right of way or other appropriate conveyance for the road way to be dedicated.
- iii. Contractor's sworn statement listing those parties and stating that all labor and material expenses incurred in connection with the subject road improvements have been paid.
- iv. Maintenance and repair guarantee deposit equal to twenty-five percent (25%) of the cost of the construction of the roads to be dedicated. The guarantee deposit must be in effect for a period of two (2) years from the date of the City's acceptance.
- v. Documents for the purpose of verifying that the parties signing the easement and bill of sale documents have the legal authority to do so.
- vi. Other documents required under City Ordinances, regulations, standards, and policies or required by other governmental entities.

D. Sidewalks are subject to Sections 82-71 through 82-80 of the City of South Lyon Code of Ordinances, 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.

E. 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.

F. 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.

G. All roads, drives, and sidewalks depicted on the Final (Stage II) Site Plan, and which are necessary to serve any building then under construction, shall be completed, and approved by the City, which approval may not be unreasonably withheld, prior to issuance of a certificate of occupancy for such building or structure. When construction has begun on any building or structure, Developer shall install a hard surface road, or a temporary gravel or stone surface road ("emergency access") capable of supporting ambulances, that will reach such building or structure under construction. In the event Developer fails to provide the emergency access as required herein, the City may either: (1) use the Financial Assurance provided in Section 14 below to install the emergency access; or (2) issue a stop work order on the building permit. An extension of the time required to complete the road construction or paving may be granted by the City Manager, in its sole discretion, in the event of circumstances beyond the control of the Developer, such as adverse weather conditions.

H. Prior to completion of the construction or paving of the roads 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. If Developer fails to perform any of its maintenance or repair obligations, as required by this Section (subject to the normal wear and tear that will be present during construction), in addition to any enforcement authorization or remedy provided by law, the City may, and after first giving written notice to Developer of the deficiency and an opportunity to cure the same in the manner and within the time for cure provided for in Section 12, issue stop work orders and/or withhold issuance of further approvals, building permits and occupancy certificates until such failure is cured to the reasonable satisfaction of the City.

I. If Developer seeks City acceptance of a dedication of roads in a phase of the Development before completion of all remaining phases, Developer agrees to maintain the roads, including curbs, gutters, sidewalks and other improvements located in the road right of

way, and to restore, repair, replace, or rebuild same if damaged during construction. The City shall require Developer to provide the City with a site restoration guarantee as provided for in Section 14 to ensure Developer's obligations to maintain and restore the Property and repair improvements damaged during construction.

9. LANDSCAPING, LIGHTING, SIGNS, AND SCREENING

A. The Development shall include a 20-foot landscaping buffer between it and the adjacent Eagle Heights Subdivision. All construction on the Property shall fully comply with the Development Documents and all applicable City and other ordinances and regulations that govern the landscaping, lighting, signs, fencing, screening and architectural and other standards applicable to the Development. 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.

B. The Developer and/or Association shall be responsible for constructing and maintaining the entrance sign to the Development. The City shall be responsible for traffic control and street signs pertaining to dedicated roads and rights of way.

10. OPEN SPACE AND NATURAL FEATURES

The open spaces, natural features, and storm water basins shall be designed and landscaped to create open space areas and natural features that add to the overall aesthetics of the Development, and provide active and passive recreational areas for the residents of the Development. For the purpose of ensuring long term preservation of open space and natural features within the Development, the areas shown and described in **Exhibit D** are hereby and shall be perpetually preserved as unimproved areas (other than improvements installed in accordance with the Final (Stage II) Site Plan. These areas will be designated as general common elements in the Condominium Master Deeds and Bylaws required under Section 13. As part of such Condominium Master Deed and Bylaws there shall be provisions obligating Developer, the Association, and all future owners of the applicable portions of the Property or units to maintain and preserve all of the Common Improvements, including open spaces, natural features, roads, drives, entranceways, sidewalks, pedestrian walkways, screening walls, landscaping, lighting, signage, green belts, storm water detention/retention system and related easements, in good working order and appearance at all times and in accordance with the Development Documents, the Final (Stage II) Site Plan, and this Planned Development Agreement.

11. ADDITIONAL REGULATIONS

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

A. All home and floor plans shall offer at least one model or elevation with a front porch.

B. Requirements. Residential dwellings shall be constructed with the following exterior materials and features as shown on the home and floor plans and elevation drawings: brick, stone, horizontal and vertical siding, shake shingles, columns, gables, finials, lintels, windows, bays, dormers, cornices, porches, porticos, hips, shutters, architectural garage doors with windows, etc.

C. Exterior Materials. The following are prohibited as exterior materials for residential dwellings in the Development: aluminum siding, light gauge vinyl siding, 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.

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

E. Roof Shingles. Architectural (3 tab) roof shingles are required at a minimum.

F. Exterior Colors. The exteriors of residential dwellings shall be of traditional or contemporary color combinations, and Developer and builders shall offer a minimum of nine (9) exterior color combinations.

G. Product Variety and Anti-Monotony Rule. The same home and floor plan model or 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.

H. A minimum of two (2) street trees shall be provided for each unit.

I. Road Curbs. Developer shall install layback mountable curb and gutter on the roads in the Development.

J. No sanitary 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.

K. Developer shall erect snow fence around designated open spaces and natural features prior to construction to designate the boundaries of same and to ensure that trees to be preserved are not removed during construction.

L. Changes and Alterations to Development Documents.

- i. 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 thereon 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. 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 her sole discretion, whether a requested change or alteration is minor or major.

- ii. Minor changes and alterations are slight changes, and the following are illustrative examples of minor changes or alterations:
 - 1) Correcting errors;
 - 2) Adding or altering Home Plans, residential dwelling or model elevation drawings, or architectural features, building facades, exterior building materials;
 - 3) Changes in exterior residential dwelling colors;
 - 4) Slight changes to berms or landscaping, including plant species and materials;
 - 5) Adding or altering pedestrian circulation;
 - 6) Slight changes to site access or circulation;
 - 7) Changes requested by the city, county, or state for safety reasons.
- iii. 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.

12. MAINTENANCE OBLIGATIONS

A. The roads, water distribution system (including mains and curb stops but excluding leads from curb stop to residential dwellings), sanitary sewer mains located within the Project have been constructed with a view toward dedicating these common elements for public use to the City of South Lyon or such other governmental agency as shall have jurisdiction over them, and the Developer has reserved the right to dedicate these common elements for public use. The Association shall have the authority to dedicate these common elements after the first annual meeting subject to the provisions of this Master Deed and the Bylaws and any applicable laws, ordinances, standards, policies or other requirements governing such dedication. Developer and/or Association shall be subject to the maintenance obligations in this Section 12 until the common element is dedicated to and accepted by the City of South Lyon or other applicable governmental agency with jurisdiction. Unless otherwise expressly provided for in this Planned Development Agreement or in the City's ordinances, regulations, standards, requirements or policies, the City's consideration of and acceptance of dedications of improvements or common elements in the Development shall be as and when determined by the City.

B. Provision for the continued maintenance and repair of all roads, driveways, sidewalks, open spaces, and natural features, landscape materials, signs, lighting, fencing, storm sewers, storm water detention/retention system, and other improvements (all collectively "Common Improvements") is of major importance to the continued success of the Development. To ensure the proper installation and continued repair/maintenance of the Common Improvements, the following standards are imposed, which shall be incorporated into the Condominium Master Deed and Bylaws as required in Section 13 below:

C. **Developer Obligation to Construct Improvements.** Developer shall be responsible for the construction of all improvements in the Development as shown on and contained in the Final (Stage II) Site Plan, at no cost to the City, as provided in this Planned Development Agreement.

D. **Creation of Association(s).** One or more associations shall be established for the Development and/or its several components or phases (as hereinafter provided) to control and be responsible for the repair/maintenance of the Common Improvements, at no cost to the City, and to levy and collect assessments as necessary to pay the cost of such repair/maintenance. For purposes of this Planned Development Agreement, the term "Association" shall refer to the multiple associations which may be created, and any reference to the obligations of the "Association" will mean the respective obligations of all the Associations that are formed. Developer, and any subsequent owners of the Development or any portion thereof, shall be members of the Association, which shall perform the responsibilities of the Developer hereunder.

E. **Additional Obligations.** Unless or until a Common Improvement or common element is dedicated to and accepted by the City, Developer shall be responsible for the repair/maintenance thereof at no cost to the City, until such time as the Association for that phase or component is formed and the appropriate Condominium Master Deed and Bylaws have been recorded, which set forth the rights, powers, privileges, responsibilities and duties so assigned and conveyed, and which makes the Association responsible for such repair/maintenance. At that time, the Association for that component shall become responsible for the same and the Developer shall no longer be so responsible.

i. To the extent necessary to permit the City to perform any right granted to or obligation assumed by the City pursuant to this Planned Development Agreement, including without limitation the right to complete and/or maintain the Common Improvements in the event the Developer or the Association fails to do so as required by this Planned Development Agreement, Developer hereby grants and conveys to the City a right and easement over the common areas and open spaces of the Development and other common elements necessary to provide for maintenance, operation and repair of Common Improvements, and Developer hereby covenants for itself, its successors, heirs and assigns, that the City shall have a continuing right to enter onto the Development and the Property for the foregoing purposes in connection with the Common Improvements incorporated into the Development. Developer shall provide individual easements in recordable form for each infrastructure component of the Common Improvements.

ii. Developer dedicates and conveys to the City and to the owner of each

unit within the Development a right and easement for use of the Common Improvements, and Developer hereby covenants for itself, its successors, heirs and assigns, the continued right to use the Property for the Common Improvements for this Development.

- iii. The Common Improvements, as constructed, shall not be altered in any material way without the prior approval and consent of the City, which approval and consent shall not be unreasonably withheld, and any other governmental agencies whose consent is required for such alteration.
- iv. Easements for the repair/maintenance of the Common Improvements are acknowledged and reserved. No structure, landscaping, planting, fill or other material shall be placed which may interfere with, impede, obstruct or change the direction of the water flow within the easements for the System, Development drainage areas, and utility easement areas, or which otherwise interferes with the use and maintenance of the Common Improvements, except to the extent any such structure, landscaping, planting, fill or other material is placed pursuant to the Final (Stage II) Site Plan or any other plans approved by the City or other applicable governmental authority. The repair/maintenance of all of the aforementioned easement areas shall be the responsibility of and enforced by Developer until formation of the Association for the respective phase or component of the Development, at which time the Association for that phase or component shall be responsible for the same and the Developer shall no longer be so responsible; provided that neither the Developer nor the Association shall be responsible for the repair of any injury or damage to the easement areas caused by the City or its contractors.
- v. The cost of the repair/maintenance of the Common Improvements shall be borne proportionately by each unit owner within the Development, as if a special assessment district had been created, and such cost shall be collected and paid by the Association. The cost of repairing/maintaining the Common Improvements shall be prorated by the Association among the unit owners of the various components within the Development upon such basis as the Developer determines fairly reflects the relative burdens placed upon the Improvements by the various components of the Development, subject to review by the City. The Association shall bill the owners of said units at such times as the Association may find convenient and expedient in accordance with its governing documents.
- vi. In the event the City determines that the Common Improvements are not being properly repaired/maintained, the City shall serve written notice upon Developer, the Association(s), or unit owner(s), as appropriate, setting forth the manner in which they have failed to repair/maintain the Common Improvements, in reasonable condition and order. The notice shall include a demand that deficiencies in the repair/maintenance be cured within fifteen (15) days. If the deficiencies set forth in the notice are not cured within said fifteen (15) day period, the City may enter upon the Property to repair/maintain the Common Improvements, and assess

the cost of such repair/maintenance, including any related administrative expense and attorney fees, to the owners of the units within the Development. The City will not take action to enter upon the Property and repair/maintain the Common Improvements if, within the fifteen (15) days following the City's notice, the Developer, the Association, or the unit owner(s) as applicable, has taken appropriate steps to repair/maintain the Common Improvements, and thereafter diligently pursues completion of the required repair/maintenance work. In the event the City enters upon the Property to repair/maintain the Common Improvements in accordance with this section, the City may add to the actual cost of maintenance and repair a sum equal to twenty-five percent (25%) of the costs incurred by the City in completing the same to cover the costs of servicing this Planned Development Agreement. The City may require the payment of such monies prior to commencement of the work. In any event, all maintenance assessments shall be due and payable upon receipt by the Developer or the Association, as applicable, of a written invoice for the same from the City with appropriate supporting documentation. Any assessment not paid within thirty (30) days following the delivery of the invoice shall bear interest at the rate of one and one-half percent (1 1/2%) per month until paid. If such costs and expenses have not been paid within thirty (30) days of a billing to the Developer or Association, as applicable, all unpaid amounts may be placed on the delinquent tax roll of the City, as to the applicable component of the Project, and shall accrue interest at the rate of one and one-half percent (1 1/2 %) per month 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. At the discretion of the City, such costs and expenses may also be collected by suit initiated against the Developer, the Association and/or future owners, as applicable, and in the event the City prevails in such suit, the Developer, Association and/or future owner 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.

- vii. Should deficiencies in repair/maintenance of 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.

- viii. Any repair/maintenance assessments imposed by the City shall be secured by a lien and encumbrance upon the Property or a portion thereof with respect to which the assessment is made, and, if the assessments are not timely paid by the Developer, the Association, or unit owners, as applicable, the liens may be enforced by the City in the same manner as enforcement of liens for delinquent sewer or water charges.
- ix. In the event the Developer, the Association, or unit owners, as applicable, fails to reimburse the City for the costs incurred by the City in maintaining the Common Improvements within the time provided in subparagraph (vii) above, the City shall have the right to defray any costs of repairing/maintaining the Common Improvements by establishing a special assessment district against any property benefited in accordance with the provision of authority under the Home Rule City Act, Act 279 of 1909, as amended, and Chapter 9 of the City Charter of the City of South Lyon, and Chapter 78 of the City of South Lyon Code of Ordinances. Developer agrees that it will not object to the creation of any such special assessment district and will notify purchasers of property within the Development of the possibility of the establishment of a special assessment district pursuant to this Planned Development Agreement.
- x. The easements in favor of the City for the maintenance and repair of the Common Improvements provided for in this Section 12 shall continue in effect until such time as the City may determine that there is no further need for them.
- xi. The Developer, and later the Association, shall carry and maintain in full force and effect, with such company or companies as it shall select, commercial general liability insurance for bodily injury and property damage in relation to the Common Improvements with a minimum coverage of One Million (\$1,000,000.00) Dollars for each occurrence. Such policy shall name the City as an additional insured by an appropriate endorsement thereon. Proof of said insurance shall be provided annually to the City Clerk.

F. Maintenance Defined. For purposes of the maintenance obligations set forth in this Planned Development Agreement, the terms "maintenance", "maintain", and "maintained" shall mean and include, but not be limited to, regular inspections, grading and other earth moving, removing dirt, debris and other obstacles, repairing potholes and material cracks, adding new materials, providing for drainage, constructing any needed structure (e.g., without limitation to provide lateral support, curbing, drainage, etc.), graveling, sealing, resurfacing, maintenance and reconstruction, as needed, of all storm water conveyance systems that provide service to private properties, and such other actions as shall be necessary or expedient to provide structural integrity, unobstructed and safe vehicular and pedestrian passage, including necessary snow and ice removal, grass mowing and weed control, providing unobstructed drainage as necessary and required, and replacing in a prompt and timely manner

any dead or diseased landscaping. Replacement of damaged or deteriorated sidewalks or walkways shall also be the responsibility of the abutting property owner and/or Association. Developer, Association, unit owners, and the individual residents shall remove snow in the residential area. Further, Developer, the Association, unit owners, and the residents, as applicable based upon the portion of the Development, shall maintain the area in the public road right-of-ways between back of the curb to the unit boundary.

13. CONDOMINIUM MASTER DEED AND BYLAWS

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 approved 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 and preserve all the Common Improvements, including road rights-of-way, driveways, sidewalks (including a requirement for snow removal within twenty-four (24) hours of a storm event), open spaces, natural features, open area amenities, wetland areas, pedestrian walkways, landscaping, greenbelts, buffer areas, setbacks, screening walls, signs, lighting, fencing, storm water detention/retention system and related easements, and any other general common elements and other improvements for or within the Development in good working order and appearance at all times and in accordance with the Development Documents and Section 12 this Planned Development Agreement. The Master Deed shall also contain reference to the actions which may be taken by the City pursuant to Section 12 in the event that the Common Improvements are not preserved, maintained or repaired. Additionally, the Master Deed shall identify and make reference to the Planned Development Agreement and the obligations imposed there under.

14. FINANCIAL ASSURANCE REQUIREMENTS

A. Financial Assurance Required. Prior to commencing construction of the Development and to secure completion of the Common Improvements, including roads, emergency access, sanitary sewers, storm sewers, water mains, sidewalks, pedestrian paths, public walkways, tree removal and replacement, landscaping, detention/retention basins, and street trees, and other general and limited common elements as determined by the City's engineer, and except with regard to the improvements described in Section 14E below, Developer shall deposit with the City cash, certified check, or an automatically renewing irrevocable letter of credit, whichever Developer elects, running to the City, in the amount of one hundred fifty percent (150%) of the cost of construction of the Common Improvements for the particular phase being developed as specified in a bonafide contract for construction subject to review and approval by the City Engineer to provide financial assurance (the "Financial Assurance") for the construction and completion of the Common Improvements in accordance with the Planned Development Agreement and Development Documents. 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 six (6) 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. Exception. Notwithstanding Section 14(A), Developer shall not be required to provide financial assurance to ensure the completion of the roads, water supply system, sanitary sewer system, and the stormwater detention/retention system for the particular phase being developed, but the roads, water supply system, sanitary sewer system, and stormwater detention/retention system for the particular phase must be completed, inspected, and approved by the City before any building permits will be issued for the construction of residential dwellings in that phase.

C. 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.

D. Site Restoration Guarantee. If Developer requests permits to commence construction in a phase of the Development before completion of all remaining phases, Developer agrees to maintain the Common Improvements, including water supply system, sanitary sewer system, stormwater system, roads, including curbs, gutters, sidewalks and other improvements located in the road right of way, and to restore, repair, replace, or rebuild same if damaged during construction and until all phases are substantially 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.

E. 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 the Planned Development Agreement and 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.

F. 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 Planned Development 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 pay in full one hundred fifty percent (150%) or other percentage of 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 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.

G. **Inspections.** All construction of Common Improvements and other construction 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.

H. **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 Planned Development 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 this Code 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 this Code and with an approved site or plot plan or plat and any conditions thereto; and (4) Pay current fee balances due.

I. In the event of a default, the City shall, following 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. A notice given under this section may be provided by one (1) or more of the following methods: regular first class mail to the address on the application for permit; delivery of the notice to the Developer/applicant at such address; hand-delivery to the Developer/applicant; or posting the Property.

J. In the event the 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.

K. 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 complete and the guarantees have been released by the building official. 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 guarantee prior to its expiration if it reasonably appears to the City that the guarantee will be permitted to lapse or expire.

L. Prior to any consideration of a request to accept dedication of any Common Improvement(s), Developer shall comply with any and all applicable City ordinances, engineering standards, policies, and regulations and shall provide as-built plans and drawings and the required maintenance and repair.

M. Notwithstanding the foregoing provisions prohibiting the issuance of building permits for residential dwellings until the Common Improvements for the specific phase are completed, inspected, and approved by the City, the parties agree that a building permit may be issued for a model residential dwelling on Unit 88. Developer shall not be permitted to use the model and a temporary certificate of occupancy for the model for sales office purposes shall not be issued until the Common Improvements for the specific phase are completed, inspected, and approved by the City.

15. INSURANCE REQUIREMENTS

Developer, or its contractors, shall not commence or continue work on any portion of the Development until they have obtained the insurance required under this section, and provided copies of the same to the City. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City.

A. Workers' Compensation Insurance: Developer, or its contractors, shall procure and maintain during the development, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

B. Commercial General Liability Insurance: Developer, or its contractors, shall procure and maintain during development Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage.

C. Motor Vehicle Liability: Developer, or its contractors, shall procure and maintain during the development Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit,

Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles used on the Development, and all hired vehicles.

D. Additional Insured: Commercial General Liability Insurance, as described above, shall include an endorsement stating that the following shall be Additional Insureds: The City of South Lyon, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

Developer shall provide a copy of the certificate of insurance each year upon renewal. If any of the above coverage furnished by Developer or its contractors changes during each year of the term of this Planned Development Agreement, Developer, or its contractors, shall deliver new certificates to the City of South Lyon at least ten (10) days prior to the change date.

16. 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 Planned Development 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.

17. ACCESS TO PROPERTY

In all instances in which the City, pursuant to this Planned Development 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) Site Plan and this Planned Development Agreement.

18. 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) Site Plan, this Planned Development 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 Planned Development Agreement and bind the Property covered herein.

19. RESTRICTIONS AND CONDITIONS ON USE

The Property shall be developed and used for residential uses in accordance with the Planned Development (PD) zoning district in the City's Zoning Ordinance and the following conditions or restrictions:

- i. The Development shall consist of no more than 88 residential detached site condominium units as shown on Sheet 4 of the Final (Stage II) Site Plan;
- ii. Residential units shall be a minimum of 7,200 square feet in area;
- iii. The 15.78 acres of open space and natural areas, including wetlands and preservation of stands of mature trees as designated on the Final (Stage II) Site Plan shall be preserved as open space in perpetuity, see attached **Exhibit D**;
- iv. The Development shall contain an asphalt paved pedestrian trail system throughout the Development that allows residents and the public access to the natural features in the Development and connects to the City's rail trail adjacent to the western boundary of the Property;
- v. A second access point via a through road meeting City standards connected through Kestrel Court shall be provided. Developer, at its sole expense, shall remove the island currently located in the Kestrel Court cul de sac and pave the island area and stripe the road subject to City approval.
- vi. All construction traffic is prohibited from using the Kestrel Court entrance except to access the Property to construct the road and bridge over the wetland area immediately north of the N. Mill Street entrance.

20. VARIANCES/WAIVERS

Subject to Section 11L hereinabove, requests for dimensional variances or waivers as to Units and dwellings shall be submitted to the Planning Commission for review and decision.

21. LIMITED APPEAL RIGHTS AND DEVELOPER ACKNOWLEDGMENT

Developer may appeal to the Oakland County Circuit Court from any interpretation of any term, condition or provision of this Planned Development Agreement, but such appeal shall be limited to a determination as to whether the City's interpretation of this Planned

Development Agreement is significantly more burdensome and costly to Developer than would be justified by a fair and reasonable reading of the Planned Development Agreement. No appeal shall be available to relieve Developer or the City from any term, condition or provision of this Planned Development Agreement. Under no circumstances can any appeal provide for an award of monetary damages, including attorney fees or other fees or costs, against the City. No elected official, director, officer, agent, consultant or employee of the City shall be charged personally or held contractually liable by or to the other party under any term or provision of this Planned Development Agreement or because of any breach thereof, or because of its or their execution, approval or attempted execution of this Agreement. By execution of this Planned Development Agreement, Developer agrees that the conditions contained herein are fair, reasonable and equitable requirements and conditions; Developer agrees that this Planned Development Agreement does not violate the First Amendment or the Religious Land Use and Institutionalized Person's Act; Developer agrees that this Planned Development Agreement does not constitute a taking of property for any purpose or a violation of any constitutional rights; and Developer agrees to be bound by each and every provision of this Planned Development Agreement. Furthermore, it is agreed that the Improvements and undertakings described herein are necessary and roughly proportional to the burden imposed, and are necessary in order to ensure that public services and facilities will be capable of accommodating the Development, and the increased service and facility loads caused by the Development; to protect the natural environment and conserve natural resources; to ensure compatibility with adjacent uses of land; to promote use of the Property in a socially and economically desirable manner; and to achieve other legitimate objectives authorized by law. It is further agreed and acknowledged that all the Improvements, both on-site and off-site, are clearly related to the burdens to be created by the Development, and all such improvements are clearly and substantially related to the City's legitimate interests in protecting the public health, safety and welfare.

22. MISCELLANEOUS

A. **Binding Effect.** This Planned Development 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 Planned Development Agreement shall run with the Property.

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

C. **Additional Council Conditions.** Developer acknowledges that subsequent to the recommendation of approval of the Planned Development 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.

D. **Other Governmental Approvals.** It is understood that construction of some of the Common Improvements included in the Development will require the approval of other governmental agencies. Developer shall file applications for other governmental approvals required within thirty (30) days after receipt of Final (Stage II) Site Plan Approval for each of the phases. Developer shall then diligently pursue the application process to receive all

necessary approvals from other governmental agencies required for construction of the Development.

E. Amendment. This Planned Development Agreement may only be amended pursuant to an instrument executed by the City and the Developer, its successors and/or assigns, or the Association, if applicable, after mutual consent of the parties.

F. Partial Invalidity. Invalidation of any of the provisions contained in this Planned Development Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

G. No Partnership. None of the terms or provisions of this Planned Development Agreement shall be deemed to create a partnership or joint venture between Developer and the City.

H. Incorporation of Documents. The recitals contained in this Planned Development 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 Planned Development Agreement.

I. Cooperation. In the event that any third-party brings an action against either party regarding the validity or operation of this Planned Development Agreement, the parties shall cooperate with the other in good faith in any such litigation.

J. Integration Clause. This Planned Development Agreement is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior or contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless referenced in this Planned Development Agreement or embodied herein in writing. No subsequent notation, renewal, addition, deletion or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties required herein, other than additional conditions which may be attached to approval of the Final (Stage II) Site Plan.

K. No Third-Party Relationship. The parties intend that this Planned Development Agreement shall create no third-party beneficiary interest except for an assignment pursuant to this Planned Development Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Planned Development Agreement.

L. Recordation. A copy of this Planned Development Agreement shall be recorded within thirty (30) days of execution by the parties 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.

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

CITY OF SOUTH LYON,
a Michigan Municipal Corporation

By: Tedd M. Wallace
Tedd M. Wallace, its Mayor

By: Lisa Deaton
Lisa Deaton, its Clerk

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me by Tedd M. Wallace, 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 14th day of April, 2014.

Judith Ann Wiemer
Notary Public Judith Ann Wiemer
Oakland County, Michigan
My Commission Expires: Nov 26, 2018

OAKLAND FORTY GROUP, LLC,
a Michigan Limited Liability Company

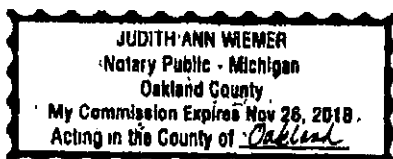
By: Ronald Cook
Ronald Cook, its Managing Member

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me by
Ronald Cook the Managing Member for Oakland Forty Group, LLC, on
the 14th day of April, 2014.

Judith Ann Wiemer
Notary Public
Oakland County, Michigan
My Commission Expires: Nov. 26, 2018



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

Knolls of South Lyon PD Agmt - FINAL.docx

AGENDA NOTE

New Business Item #:

3

MEETING DATE: July 9, 2018

PERSON PLACING ITEM ON AGENDA: Lloyd Collins, Interim City Manager

AGENDA TOPIC: Purchase of a 2018 Caterpillar Model 420-F2 APR and Backhoe Loader.

EXPLANATION OF TOPIC: On May 29, 2018 Council approved for a budgeted capital expenditure purchase of a backhoe in the 2018-2019 budget year with a letter of Intent to lock in the 2018 pricing. The pricing was bid out through MI-Deal for municipalities purchasing. Also, we will receive a trade-in value cost of \$18,000.00 for our existing backhoe.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

Quote from CAT

Letter of Intent to Cat on May 31, 2018.

POSSIBLE COURSES OF ACTION:

Approve/deny the purchase of a 2018 Caterpillar Model 420-FS APR and Backhoe Loader for the price of \$107,448.65 (minus the trade-in of the John Deere Model 310-SG of \$18,000.00) for a total price of **\$89,448.65**. \$90,000.00 has been allocated in capital expenditures, under line item 641-000-959 Vehicle/Equipment Replacement, in the 2018-2019 Budget for this item.

RECOMMENDATION:

Approve the purchase of a 2018 Caterpillar Model 420-F2 APR and Backhoe Loader from Cat for the total price with trade-in of **\$89,448.65**.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the purchase of a 2018 Caterpillar Model 420-F2 APR and Backhoe Loader from CAT for the total price with trade-in of **\$89,448.65**.

4WD / AUTO SHIFT
DUE IN +/- 45 DAYS



May 16, 2018

City of South Lyon
335 S Warren
South Lyon, Michigan 48178

MI DEAL
071B7700084

Dear City of South Lyon,

Thank you for this opportunity to quote a solution from Michigan CAT for your business needs. We are pleased to submit the following for your purchase consideration.

One (1) New CATERPILLAR Model: 420F2 APR+ Backhoe Loader with the following factory and dealer options included below:

STOCK NUMBER: 33355 **SERIAL NUMBER:** **YEAR:** 2018 **SMU:** 0

MACHINE

420F2 BHL ST, TIER 4, HRC	450-8448
CUTTING EDGE, TWO PIECE	9R-5321
WORKLIGHTS (8) HALOGEN LAMPS	491-6734
INSTRUCTIONS, ANSI	430-9944
BELT, SEAT, 2" SUSPENSION	206-1747
STABILIZER PADS, FLIP-OVER	9R-6007
BUCKET, HOE, (NONE)	175-7877
SERIALIZED TECHNICAL MEDIA KIT	421-8926
SHIPPING/STORAGE PROTECTION	461-6839
RUST PREVENTATIVE APPLICATOR	462-1033
PLATE GROUP - BOOM WEAR	423-7607
FENDERS, FRONT	337-6851
STICK, EXTENDABLE, 14FT	450-8730
ENGINE, 74.5KW, C4.4 ACERT, T4F	450-8757
HYDRAULICS, GP, 6FCN/8BNK, ST	450-8527
PRODUCT LINK, CELLULAR, PL6411	447-0049
CAB, DELUXE	450-8683
SEAT, DELUXE FABRIC	433-4806
AIR CONDITIONER, T4	450-8715
TIRES, 4WD, BIAS, FIRESTONE	380-8961
COUNTERWEIGHT, 1015 LBS	337-9696
BUCKET-GP, 1.4 CYD	337-7388
RIDE CONTROL	398-2681
COLD WEATHER PACKAGE, 120V HRC	398-2882
LINES, COMBINED AUX, E-STICK	398-2853

1-888-MICH CAT

www.michigancat.com

Novi . Shelby Twp. . Grand Rapids . Saginaw . Lansing
Kalamazoo . Brownstown Twp. . Kalamazoo

PT, 4WD, AUTOSHIFT

450-8616

SELL PRICE	\$107,448.65
NET BALANCE DUE	\$107,448.65
EXT WARRANTY	Included
LESS GROSS TRADE ALLOWANCE	(\$18,000.00)
TOTAL NET PURCHASE PRICE	\$89,448.65

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
310SG	JOHN DEERE (JD)	T0310SG945351	2005	\$18,000.00

WARRANTY

Standard Warranty:	Michigan CAT 12 Month, Unlimited Hour Standard Full Machine Warranty Service Agreement with 6 Months Mileage
Extended Warranty:	420-84 MO/4000 HR POWERTRAIN + HYDRAULICS (Tier 4)

F.O.B/TERMS: Corporate

We believe the equipment as quoted will exceed your expectations. On behalf of Michigan CAT, thank you for the opportunity to supply Caterpillar machinery. This quotation is subject to machine availability and valid for 30 days, after which time we reserve the right to update the quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Evan Meinicke
Account Representative
evan.meinicke@michigancat.com
248-444-6045

1-888-MICH CAT
www.michigancat.com
Novi . Shelby Twp. . Grand Rapids . Saginaw . Lansing
Kalkaska . Brownstown Twp. Kalamazoo



CITY OF SOUTH LYON

LETTER OF INTENT

Mayor

Daniel L. Pelchat

Council Members

Glenn Kivell

Margaret J. Kurtzweil

Mary Parisien

Carl W. Richards

Rose Walton

Stephen Kennedy

Interim City Manager

Lloyd T. Collins

Clerk/Treasurer

Lisa Deaton

335 S Warren

South Lyon, MI 48178

Phone: 248-437-1735

Fax: 248-486-0049

www.southlyonmi.org

THIS LETTER OF INTENT (the "Letter") made as of this 31st day of May, 2018 (the "Execution Date"),

BETWEEN:

City of South Lyon of South Lyon, Michigan

(the "Purchaser")

-AND -

Michigan Cat of Novi, Michigan

(the "Seller")

- A. The Seller is the owner of construction equipment that are available for sale.
- B. The Purchaser wishes to purchase the construction equipment from the Seller.

This letter will establish the basic terms to be used in a future asset purchase agreement between the Seller and the Purchaser. The terms contained in this Letter are not comprehensive and it is expected that additional terms may be added, and existing terms may be changed or deleted. The basic terms are as follows:

NON-BINDING

1. This letter does not create a binding agreement between the Purchaser and the Seller and will not be enforceable. Only the future asset purchase agreement, duly executed by the Seller and the Purchaser, will be enforceable. The terms and conditions of any future asset purchase agreement will supersede any terms and conditions contained in this Letter. The Seller and the Purchaser are not prevented from entering into negotiations with other third parties with regard to the subject matter of this Letter.

TRANSACTION DESCRIPTION

2. The following is a complete description of the assets (the "Assets") to be purchased:

2018 Caterpillar Model 420F2 APR and Backhoe Loader Serial #
HWC03549.

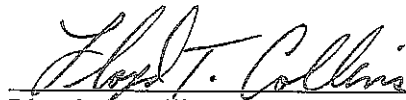
PURCHASE PRICE

3. The total purchase price for the Assets is \$107,448.65
Less Gross Trade Allowance
John Deere Model 310SG – SN# T0310SG945351 (\$ 18,000.00)
Total Net Purchase Price **\$ 89,448.65**
4. The Purchaser will pay to the Seller the amount of \$89,448.65 USD on the first Council Meeting of July 9, 2018 (the "Closing Date") as final payment in full for the Assets.

REPRESENTATIONS

5. The Seller represents and warrants that the Assets are free and clear of any liens, charges, encumbrances or rights of others which will not be satisfied out of the sales proceeds. If the representations of the Seller are untrue upon the Closing Date, the Purchaser may terminate any future agreement without penalty and any deposits must be refunded.

This letter accurately reflects the understanding between the Seller and the Purchaser, signed on this 31st day of May 31, 2018.



Lloyd T. Collins
Interim City Manager

LTC/maj

pc: Ron Brock, DPW Foreman
City Council Members

AGENDA NOTE

New Business: Item #

4

MEETING DATE: July 9, 2018

PERSON PLACING ITEM ON AGENDA: Interim City Manager Lloyd Collins

AGENDA TOPIC: Vehicle Purchase

EXPLANATION OF TOPIC: South Lyon Water Department is requesting authorization to order 1 replacement F series super duty 4x4 truck. Estimated deliver time is approximately 120 days from date of order. Funding for vehicle is included under Vehicle/Equipment Replacement fund for 2018/2019 fiscal year.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Purchase, bid sheets

POSSIBLE COURSES OF ACTION: Approve/deny the purchase.

RECOMMENDATION: Approve requested vehicle purchase under State/County bid.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the purchase of 2019 Ford Super Duty 4x4 Truck from Varsity Ford. Under the State/County bid at a cost of \$30,183.00.

City of South Lyon

PUCHASE REQUEST

NAME: Ron Beason

DEPARTMENT: Water/Wastewater

PURCHASE: Ford Super Duty 4x4 Pickup Truck

PRICE: \$30,180.00

<u>VENDOR NAME</u>	<u>PRICE</u>
1. Varsity Ford State/County Bid	\$30,183.00
2. Hines Park Ford State/County Bid	\$31,829.72
3. Internet pricing	\$42,005.00

REASON TO PURCHASE

The requested vehicle is a replacement for a 2004 F250 Super Duty 4x4(W8) with 75,000 miles. Due to the age and present condition, it is anticipated that there will be an increase in repair/maintenance costs. Extensive body repair is needed due to excessive rust. Funds have been allocated in the water department's budget under Vehicle/Equipment Replacement for the fiscal year 2018/2019.

The replaced 2004 F250 Series 4x4 will be placed on MITN Surplus Auction.


SIGNATURE


DATE

CNGP530

VEHICLE ORDER CONFIRMATION

05/09/18 14:13:30

Dealer: F48426

Page: 1 of 2

2019 F-SERIES SD

Order No: 7777 Priority: H3 Ord FIN:

Order Type: 5B Price Level: 920

Ord PEP: 600A Cust/Flt Name:

PO Number:

RETAIL

RETAIL

X2B	F250 4X4 S/C	\$38280	JOB #1 BUILD	
	148" WHEELBASE		18B	PLAT RUNNING BD 445
N1	BLUE JEANS MET			10000# GVWR PKG
A	VNYL 40/20/40		41H	ENG BLK HEATER 100
S	MEDIUM EARTH GR		425	50 STATE EMISS NC
600A	PREF EQUIP PKG		43C	110V/400W OUTLT 75
	.XL TRIM		473	SNOW PLOW PKG 185
	.TRAILER TOW PKG		512	SPARE TIRE/WHL2 NC
572	.AIR CONDITIONER	NC		
	.AM/FM STER/CLK			TOTAL BASE AND OPTIONS 42530
996	.6.2L EFI V8 ENG	NC		TOTAL 42530
445	6-SPD AUTOMATIC	NC		
TD8	.LT245 BSW AS 17			
X37	3.73 REG AXLE	NC		
901	PWR EQUIP GROUP	915		
528	BRAKE CONTROLLER	\$270		
	TELE TT MIP-PWR			
	JACK			
66L	LED BOX LIGHT	60		
66S	UPFITTER SWITCH	165		
67E	XTR XTR HD ALT	NC		
85S	TOUGH BED	540		
	SP DLR ACCT ADJ			
	SP FLT ACCT CR			
	FUEL CHARGE			
84A	NET INV FLT OPT	NC		
	DEST AND DELIV	1495		

\$30,183.00

Varsity Ford

Hello Doug

Hines Park Ford

40319.72

-8490.00

31829.72

Plus plates and title

Matt

248 437 2194



VIRTC1DP V4.36
MAY 12 

CNGP530

VEHICLE ORDER CONFIRMATION

06/28/18 13:49:31

==>

Dealer: F48411

Page: 1 of 2

2019 F-SERIES SD

Order No: 9999 Priority: J3 Ord FIN: QD957 Order Type: 5B Price Level: 925

Ord PEP: 600A Cust/Flt Name: SLYON

PO Number:

RETAIL

RETAIL

X2B F250 4X4 S/C \$38280

JOB #1 BUILD

148" WHEELBASE

17F XL DECOR PKG 220

N1 BLUE JEANS MET

18B PLAT RUNNING BD 445

A VNYL 40/20/40

10000# GVWR PKG

S MEDIUM EARTH GR

425 50 STATE EMISS NC

600A PREF EQUIP PKG

473 SNOW PLOW PKG 185

.XL TRIM

512 SPARE TIRE/WHL2 NC

.TRAILER TOW PKG

52B BRAKE CONTROLLR 270

572 .AIR CONDITIONER NC

TOTAL BASE AND OPTIONS 42905

.AM/FM STER/CLK

TOTAL 42905

996 .6.2L EFI V8 ENG NC

THIS IS NOT AN INVOICE

44S 6-SPD AUTOMATIC NC

TD8 .LT245 BSW AS 17

* MORE ORDER INFO NEXT PAGE *

X3E 3.73 ELOCKING 390

F8=Next

90L PWR EQUIP GROUP 915

F3/F12=Veh Ord Menu

F1=Help

F2=Return to Order

F4=Submit

F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC01425

V1DP0238

2,6

VIRTC1DP VER 1.0W
5/4/17

CNGP530

VEHICLE ORDER CONFIRMATION

06/28/18 13:49:55

==>

Dealer: F48411

2019 F-SERIES SD

Page: 2 of 2

Order No: 9999 Priority: J3 Ord FIN: QD957 Order Type: 5B Price Level: 925
Ord PEP: 600A Cust/Flt Name: SLYON PO Number:

RETAIL

RETAIL

TELE TT MIR-PWR

JACK

66S UPFITTER SWITCH 165

67D XTR HVY DTY ALT NC

85S TOUGH BED 540

SP FLT ACCT CR

FUEL CHARGE

DEST AND DELIV 1495

TOTAL BASE AND OPTIONS 42905

TOTAL 42905

THIS IS NOT AN INVOICE

F1=Help

F2=Return to Order

F7=Prev

F4=Submit

F5=Add to Library

F3/F12=Veh Ord Menu

S099 - PRESS F4 TO SUBMIT

QC01425

V1DP0238

2,6



2018 Super Duty F-250 XL

Have vehicle
questions?
Call (800)
580-5996
(tel: +18005805996)

Exterior Interior



Representative exterior image shown. Actual exterior may vary. See your dealer for details.

Payment

Base MSRP ^{S1}	\$35,485
Total of Options ^{S4}	\$5,525
Destination Charges ^{S17}	\$1,495
Total MSRP ^{S16}	\$42,505
Available Incentives ^{S3}	-\$500

Ford Credit Retail Bonus Customer Cash

Program #13246: \$500.00 Ford Credit Bonus cash requires Ford Credit financing. Not all buyers will qualify. Take new retail delivery from dealer stock by 07/09/2018. See dealer for complete details.

Amount: \$500, Offer Valid: Apr 3, 2018-Jul 9, 2018

Estimated Net Price^{S5}

\$42,005

\$587 Monthly Payment^{S6} Purchase based on \$4,251 down payment, 84 month term and 7.9% APR, \$0 trade-in-value

AGENDA NOTE

New Business: Item #

5

MEETING DATE: July 9, 2018

PERSON PLACING ITEM ON AGENDA: Fire Chief Robert Vogel

AGENDA TOPIC: Purchase of three sets of firefighting turnout gear as requested in the FY18 budget.

EXPLANATION OF TOPIC: The fire department is requesting the authorization to purchase three sets of structural firefighting turnout gear. This purchase was requested as part of our FY19 budget.

We experienced significant manufacturing issues and customer services issues with our previous vendor – Lion Apparel. Last year we utilized First Due Fire Supply with excellent results. Due to this experience, I am recommending we purchase from First Due Fire Supply again.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

1. Quote

POSSIBLE COURSES OF ACTION: Approve / do not approve the waiver of the formal bid process and award the purchase of three sets of firefighting turnout gear to First Due Fire Supply for \$6,524.84.

RECOMMENDATION: Approve waiver of the formal bid process and award the purchase of three sets of firefighting turnout gear to First Due Fire Supply for \$6,524.84.

SUGGESTED MOTION:

#1 Motion by _____, supported by _____ to waive Sec. 2-224 of the City of South Lyon Code of Ordinances, "Approval for purchases or contracts over \$2,000.00; competitive bidding for purchases or contracts over \$5,000.00" because "no advantage to the city would result" from competitive bidding.

#2 Motion by _____, supported by _____ to award the purchase of three sets of firefighting turnout gear to First Due Fire Supply for \$6,524.84.



207 E KIPP RD, SUITE A MASON MI 48854

Estimate

Date	Quote #
3/29/2018	7534

BILL TO
SOUTH LYON FIRE DEPT 217 WHIPPLE STREET SOUTH LYON, MI 48178

Ship To
SOUTH LYON FIRE DEPT 217 WHIPPLE STREET SOUTH LYON, MI 48178

Signature

Project Rep

SS

Item	Description	Qty	Rate	Total
GLOBE 11762-G-SOUTH...	GLD 32 M TPR-GX3J/PIONEER /GLIDE ICE 2L/CROSSTECH BLK ***** WITH THE FOLLOWING FEATURES***** L/Y 3" TRIPLE TRIM NYC/29&32 L/Y 3" SCOTCHLITE LETTERS SEWN ROW A ,ARCH-7.5 SOUTH LYON GLD LETTER PATCH SNP/VLC HANG 5X20 *VISLON ZIPPER IN VELCRO OUT GLD *EXPPKT 2X8X8 W/FLC HANDWARMER BLK DRAGONHIDE FRONT EXPANSION POCKET 2X8X8 *KEV BACK 2X8X8 GLD MICROPHONE STRAP 1X3 ABV RAD PKT (ADV LOC) U.S. FLAG EMBROIDERY LEFT SLEEVE L SLV *ADJWL WITHOUT WRISTER GRY NOMEX WRISTER LINER GXT THUMB HOLE LOOP LINER BLK CUFF REINFORCEMENT DRAGONHIDE *CLR LOOP *TH SQUARE POCKET GLD HANGING STRAP W/DRING #RF ABV TRM BHND PKT PJ FILLER COLLAR 1PC STORED ENERGY BAND LOWER NONE/UPR 2x4x8 radio pocket (ADV LOC)	3	1,219.44	3,658.32
GLOBE LETTERING	S LITE LETTERS 3.47 EACH ADDITIONAL IE: IF NAMES ARE ADDED (Based on 10 letter average)	15	3.47	52.05

SHIPPING IS EXTRA

Subtotal

THIS ESTIMATE IS ONLY GOOD FOR 30 DAYS

Sales Tax (0.0%)

Phone #

Fax #

**DO NOT PAY FROM THIS
ESTIMATE**

517-969-3065

517-969-3066

Estimated Total



207 E KIPP RD, SUITE A MASON MI 48854

Estimate

Date	Quote #
3/29/2018	7534

BILL TO
SOUTH LYON FIRE DEPT 217 WHIPPLE STREET SOUTH LYON, MI 48178

Ship To
SOUTH LYON FIRE DEPT 217 WHIPPLE STREET SOUTH LYON, MI 48178

Signature

Project
SS

Item	Description	Qty	Rate	Total
21762-G-SOUTHLION	GLD TBD M RLX-GX3P/PIONEER /GLIDE ICE 2L/CROSSTECH BLK ****WITH THE FOLLOWING FEATURES**** L/Y 3" TRIPLE TRIM AROUND CUFF *VLC CLOSURE *NOMEX BLT/TUNNEL GLD *EXP POCKET 2X10X10 BLK DRAGONHIDE FRONT EXPANSION 2X10X10 *KEV BACK EXPANSION 2X10X10 DIVIDER EXP/SEMI 10" HIGH KEVLAR R PKT CTR BLK CUFF REINFORCEMENT DRAGONHIDE BLK KNEE SHELL DRAGONHIDE KNEE LINER SILZ *REG BLACK PADDED RIPCORDER HBK	3	921.49	2,764.47
SHIPPING EXTRA	SHIPPING aprox, not to exceed actual shipping from Globe.		50.00	50.00

SHIPPING IS EXTRA			Subtotal	\$6,524.84
THIS ESTIMATE IS ONLY GOOD FOR 30 DAYS			Sales Tax (0.0%)	\$0.00
Phone #	Fax #	DO NOT PAY FROM THIS ESTIMATE	Estimated Total	\$6,524.84
517-969-3065	517-969-3066			

AGENDA NOTE

New Business: Item #

0

MEETING DATE: July 9, 2018

PERSON PLACING ITEM ON AGENDA: Police Chief

AGENDA TOPIC: Police/Fire Administration Bldg Roof Replacement

EXPLANATION OF TOPIC: The roof on the police/fire administration building station is over twenty-four years old, and at the end of its serviceable life. Interior damage to the building has been caused by roof leaks. We experienced two major water leaks during the past two years. Those leaks were fixed with temporary patches. The budget for FY 2018 – 2019 includes funds for roof replacement. Bids have been obtained from three roofing companies, and it has been recommended that the roof replacement is scheduled as soon as possible to prevent further damage to the building.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Memo from Lt. Sovik, Bids from: The Roof Company - \$13,490; Home Pro Roofing - \$15,225; McCarter Construction - \$26,411 to \$30,811

POSSIBLE COURSES OF ACTION: Approve/Do Not Approve the roof replacement.

RECOMMENDATION: Approve the roof replacement by the low bidder – The Roof Company

SUGGESTED MOTION: Motion by _____, supported by _____ to accept the bid by The Roof Company to replace the roof on the police/fire admin bldg. at a cost of \$13,490.

07/09/18

SOUTH LYON POLICE DEPARTMENT MEMORANDUM

Subject: Roof Replacement – Police/Fire Administration Bldg

To: Chief Collins

From: Lt. Sovik

Date: June 15, 2018

Chief Collins,

Attached are estimates from three roofing companies: The Roof Company, Home Pro Roofing and McCarter Construction. All three companies are licensed. I met with representatives from each company during their inspection of the current roof and found each of them to be very knowledgeable.

All three companies offer a limited lifetime warranty on materials and lifetime workmanship warranty. Other than the differing shingle manufacturers, all three companies are very similar in products and services i.e. remove shingles and any damaged or soft wood, and replace with new shingles.

The Roof Company (Chris Todeschini) will replace the shingles on the administration building with the same shingles (Owens Corning Duration w/system protection 50 year warranty) that were installed on the main police building three years ago. Their quote to replace the roof: \$13,490.

Home Pro Roofing (Shannon Eifert) was the company we contracted to replace the roof on the main police building three years ago. He also would replace the shingles on the administration building with the same shingles on the main building offering the same warranty. Their quote to replace the roof: \$15,225.

McCarter Construction (John McCarter) submitted a bid as well to perform the same services as the other two companies. Their prices varied dependent on the type of shingle installed. Their quote: \$26,411 to \$30,811.

From my personal experience having worked in the roofing industry, the difference in materials varies slightly from manufacturer to manufacturer, but overall quality is very comparable.

My recommendation would be to contract with The Roof Company based on the low bid at \$13,490. This comes in well under the \$20,000 budgeted amount for this capital improvement project approved for F.Y. Budget 2018-2019. I performed a limited computer background check on the owner / operator Chris Todeschini. I was unable to locate any police contacts in our entire CLEMIS network. He is licensed (2103211478) with the State of Michigan's Department of Licensing and Regulatory Affairs, and fully insured. I was unable to locate any complaints filed against him or their company with the Better Business Bureau.

All estimates were submitted with the understanding that the project would not begin before July 1, 2018, and payment would be made upon completion of the project.

THE ROOF COMPANY

THE ROOF COMPANY.NET



**REFERENCES
TESTIMONIALS**



**FULLY LICENSED
STATE OF MICHIGAN**



**CERTIFIED
MASTER SHINGLERS,
NO
SUBCONTRACTORS**



**FULLY INSURED
LIABILITY AND
WORKERS COMP**



Contact us!

855-558-ROOF (7663)

contact@theroofcompany.net

chris@theroofcompany.net

THE ROOF COMPANY
THE ROOF COMPANY.NET

CHRIS TODESCHINI

OFFICE: 855-558-7663 • CELL: 248-888-7663

CHRIS@THEROOFCOMPANY.NET

62600 E. 18 MILE RD. • SOUTH LEBANON, OH 43083



THE ROOF COMPANY.NET

[illegible][illegible]

ESTIMATE

The Roof Company
59600 E 8 Mile Rd
South Lyon, MI 48178
(855) 558-7663

Sales Representative
Chris Todeschini
chris@theroofcompany.net



Chris Sovik
Job #1926 - Chris Sovik
214 west lake st
South Lyon, MI 48178

Estimate #	10165-05-16-18
Date	5/16/2018

Item	Description	Qty	Price	Amount
Complete Roof Replacement System	Home and landscape protection Old roofing material removal Cut in brick counter flashing where applicable New pipe boot flashings -6' Ice and Water Shield to eaves -Ice and Water Shield to valleys and chimneys -Synthetic underlayment -Dormer Gable Vents are exhaust -Start shingles -Cap shingles Debris removal, magnet sweep LIFETIME Workmanship warranty	1.00	\$0.00	\$0.00
Complete Roof System	Shingles will be Owens Corning Duration to match the South Lyon Police Station	1.00	\$13,490.00	\$13,490.00
Additional Ventilation		1.00	\$0.00	\$0.00
Change Orders	* First \$100 of change orders are FREE * - OSB @ \$40/ sheet. - 1x6 roof board @ \$3/ft. - Trim wood starts @ \$6/ foot. Painting not included. - Insulation baffles @ \$12/ each. - Bath vents start at \$95. - Permit fees are not included if applicable.	1.00	\$0.00	\$0.00

Item	Description	Qty	Price	Amount
Project Provisions	<p>-Unforeseen conditions such as mold, framing issues, ventilation complexities, additional layers of shingle or rotten wood are not included and may require additional charges.</p> <p>- Project will be completed in strict compliance with laws, ordinance, rules and regulations. Contractor will obtain all required permits, licenses and proper insurance.</p> <p>- TheRoofCompany takes every precaution to prevent driveway damage but cannot be responsible for any damage that may occur.</p> <p>- Proper attic insulation with baffles may be required for effective roof function and warranty.</p> <p>- TRC Cannot be responsible for drywall nail pops. Sometimes it's simply a byproduct of installing a new roof system due to the weight of the products and pounding on the roof.</p> <p>-Terms: 50% deposit before work begins, full balance due immediately upon roof completion. Final payment cannot be delayed for building inspections or dumpster removal delays. \$10/ day late fee if full balance is not received immediately upon roof completion. Credit card fees may be applicable.</p> <p>- Cancellation fees: If The Roof Company receives a signed contract/ job approval, the homeowner has 3 days to cancel the project. If a cancellation is received after 3 days from signing, 5% of the contract amount will be billed to the homeowner to cover expenses. Homeowner may also be subjected to material expenses in some cases.</p>	1.00	\$0.00	\$0.00

Sub Total

\$13,490.00

Total

~~\$13,490.00~~

SPECIAL INSTRUCTIONS

Name South Lyon Police Dept ("Buyer") Phone Chris Savik (248-437-4193)
Address 214 W Lake St City South Lyon zip 48178

The title of Buyer's property appears in the name of same Governing Authority city or township: same
The Company agrees to apply the work described below, located at same

Standard Package:

- Complete tear off, clean up and haul away the scraps.
- Full landscaping protection.
- Product: _____
- Color: _____
- Ice guard on all eaves & valleys.
- Single coverage valley system
- Standard felt underlayment over any remaining exposed decking.
- New pipe boots with ice guard.
- Roof ventilation:
Ridge vent _____
Pot vents _____
- Pre flash & seal all extrusions and along any walls.
- Final clean up with wheel magnet.
- 10 yr. Workmanship Guarantee

\$ _____

Home Pro Package:

- Complete tear off, clean up and haul away the scraps.
- Full landscaping protection.
- Product: _____
- Color: _____
- Upgraded Ice Shield Membrane on all eaves, valleys and along walls.
- Double coverage seam valleys
- Home Pro custom underlayment over any remaining exposed decking.
- New pipe boots with Ice Shield Membrane.
- Roof ventilation:
Ridge vent _____
Pot vents _____
- Pre flash & seal all extrusions and along any walls.
- Final clean up with wheel magnet.
- Lifetime Workmanship Guarantee

\$ _____

Premium Pro Package:

- Complete tear off, clean up and haul away the scraps.
- Full landscaping protection.
- Product: Owens Corning Duration
w/System Protection warranty 50yr.
- Color: Teak
- Upgraded Ice Shield Membrane on all eaves, valleys and along walls.
- Double coverage seam valleys.
- Home Pro custom underlayment over any remaining exposed decking.
- New pipe boots with Ice Shield Membrane.
- Roof ventilation:
Ridge vent All Peaks
Pot vents _____
- Pre flash & seal all extrusions and along any walls.
- Final clean up with wheel magnet.
- Lifetime Workmanship Guarantee

\$ 15,225

Additional work to be done: Install/replace any rotted decking at \$40 per sheet, acquire permit

Roof Package to be installed: Premium Pro Job Price \$ _____ Down Payment \$ 0

Terms: The balance of \$ _____ will be due at the completion of the job.

Company Guarantee: For a period of . 5 years / . 10 years / ☒ lifetime after the date of completion of this Contract, the company agrees to correct or repair any conditions causing a leak in the roof which is attributed to faulty workmanship. This Guarantee is transferable to a new owner for the remainder of the guarantee period.

Buyers Right to Cancel: If you do not want the goods or services in this Contract, you may cancel this Contract by mailing a notice to the Company. This notice must say that you do not want the goods or services and must be mailed before midnight of the Third (3rd) business day after you sign this Contract. The notice shall be deemed effective when postmarked, by first class mail, United States Postal Service. This notice must be mailed to 680 N. Cedar Rd. Fowlerville, MI 48836

Limitation of Damages: There are no implied warranties of merchantability or fitness for a particular purpose in connection with any sale of products under this contract. The only warranties applicable to such sales shall be with those expressly set forth in writing by the Company. Such express warranties shall be in lieu of any other warranties, whether express or implied. The Company's liability for any defective products or service or damages caused by the same, shall be limited to replacing the Product. Under no circumstances shall the Company be liable for incidental or consequential damages related to the defective Products or service.

Home Pro Exteriors license #2104201960

BUYER(s): _____

COMPANY REP.: Shannon Eifert 810 986 6000

Brighton (810) 225-9080

Fenton (810) 629-9920

HOME PRO ROOFING

Chris Sovik

From: John McCarter <john@johnmccarterconstruction.com>
Sent: Friday, May 18, 2018 3:02 PM
To: Chris Sovik
Cc: Marianne Jones
Subject: John McCarter Construction - Project Agreement
Attachments: License.pdf; Customer Checklist.pdf; Warranty.pdf; Project Proposal Contract.pdf

Dear Lt. Chris Sovik ,

Thank you for choosing John McCarter Construction for your remodeling needs. Attached you will find the following documents: Please also note the gutters are showing signs of needing replacement and there is not any soffit venting in place. Both solvable problems that are not included in this proposal at this point.

- Builder's License
- John McCarter Construction Warranty
- Customer Checklist
- Your contract

Please reply to this email with you OK that you agree to the following work being completed on your home:

**** scope of work ****

Roof replacement, see attached for details.

We will then print your confirmation and place it in your file for our records. If there is any other information you would like to note, please do so in the email.

Payment terms: Deposit of \$500.00 Balance at completion

Please note the deposit of (\$500.00).

Best regards,
John

John McCarter Construction
475 Washington Street
South Lyon, MI 48178

(248) 446-1750

www.JohnMcCarterConstruction.com

John McCarter Construction Project Proposal 2012

Every Roofing Project from John McCarter Construction includes:

- *Attic - Written Inspection
- *GAF Shingles with rooftop delivery
- *Complete Tear off 1 Layer of Existing Roof
- *1 1/2" Aluminum Drip Edge
- *Ice & Water Shield at 6ft and all pipe openings & valleys
- *Ridge Cap GAF Seal A Ridge
- *Underlayment
- *Starter Shingles at 360 degrees
- *6 Nail System
- *Replace Plumbing Boots
- *Venting Cans, Ridge Vents, Power Vents, or turbine
- *Power vent wiring available at additional charges
- *Replacement OSB \$65/per 4ft x 8ft sheet installed
- *Chimney Inspection
- *Flashing at Chimney
- *Magnet Sweep Jobsite for Nails
- *Clean Site Daily to Broom Clean Condition
- *Haul Debris using our rubber wheeled dumpsters
- *All Equipment, Labor & Material Included
- *Reinstall antenna or dish as needed if desired



GAF Timberline HD
Shingle

GAF Timberline
HD Shingle

GAF Timberline HD
Shingle

Manufacturing Defect Coverage
for Lifetime Shingles*



Overall Coverage Period	Lifetime	Lifetime	Lifetime
Up-Front (100%) coverage period	only 10 yrs	50 yrs	50 yrs
Covers Roofing system?	Yes	Yes	Yes
Cost of Installation - labor included?	only 10 yrs	Lifetime	Lifetime
Peace of Mind*			
Contractor Certification Required?	No	Yes	Yes
Tear-off Costs Included?	No	Defects Only	Yes
Warranty Transferable for Free?	Yes	Yes	Yes
Good Housekeeping?	Yes	Yes	Yes
Workmanship Coverage	No	2 Years	25 Years
Disposal Cost Included?	No	No	Yes

Accessories:

		3 required	5 required
Roof Deck Protection	Synthetic	GAF Feltbuster	GAF Feltbuster
Ice & Water Barrier	Standard - Ice & Water membrane	Standard - Ice & Water Membrane	GAF Weather Watch
Exhaust Attic Ventilation	Turbine, Cans, Power Vent or Lomanco Omni Roll	Turbine, Cans, Power Vent or Lomanco Omni Roll	GAF Cobra Attic Ventilation or GAF Master Flow Attic Exhaust Ventilation
Pre-Cut Starter Strip	Standard	GAF Pro Start	GAF Pro Start
130 MPH Warranty	Yes	Yes	Yes

Standard JMC Terms

Monthly Payment

OK Initials

\$26,400.00	\$27,335.00	\$30,811.00

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

M719202

RESIDENTIAL BUILDER COMPANY
LICENSE

- Q. O. - JOHN MCCARTER

INDV#:2101110181

JOHN MCCARTER CONSTRUCTION LLC
DBA/ JOHN MCCARTER CONSTRUCTION
475 WASHINGTON
SOUTH LYON MI 48178

LICENSE NO.
2102179038

EXPIRATION DATE
05/31/2020

AUDIT NO
3144611

THIS DOCUMENT IS DULY ISSUED
UNDER THE LAWS OF THE STATE
OF MICHIGAN

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

M719201

RESIDENTIAL BUILDER
LICENSE

JOHN MCCARTER
475 WASHINGTON
SOUTH LYON MI 48178

LICENSE NO.
2101110181

EXPIRATION DATE
05/31/2020

AUDIT NO
3144529

THIS DOCUMENT IS DULY ISSUED
UNDER THE LAWS OF THE STATE
OF MICHIGAN

AGENDA NOTE

New Business: Item #

7

MEETING DATE: July 9, 2018

PERSON PLACING ITEM ON AGENDA: Interim City Manager

AGENDA TOPIC: City Manager Job Description

EXPLANATION OF TOPIC: The City does not currently have a written job description for the position of City Manager, (C.M.). Mr. Jaymes Vettraino of GovHR USA, who is conducting the C.M. candidate search, strongly recommends adoption of a C.M. job description prior to final interviews. The attached job description was recommended by Mr. Vettraino for consideration.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: C.M. job description

POSSIBLE COURSES OF ACTION: Approve/Do Not Approve the C.M. job description; direct the Interim City Manager and/or the City Attorney to make changes as specified by City Council, or to research additional samples.

RECOMMENDATION: Approve the C.M. job description recommended by Mr. Vettraino

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the City Manager job description recommended by Mr. Jaymes Vettraino.

07/09/18

CITY OF SOUTH LYON CITY MANAGER

POSITION:

TITLE: City Manager
PAY STATUS: Full-Time Salaried Position
EMPLOYMENT STATUS: At-Will
FLSA STATUS: Exempt

REPORTS TO:

City Council

PURPOSE OF THE POSITION:

Acts as the chief administrative officer appointed by and receiving policy direction from the City Council. Plans, develops and implements diverse City services to meet policy requirements and address community needs. Oversees the organization and direction of all City departments and ensures compliance with contractual and regulatory obligations.

The appointee interacts in a consistently pleasant and helpful manner with fellow employees, visitors, business owners, potential business owners, outside agencies and citizens of the City and demonstrates the highest standards of internal and external customer service.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Oversees the operations of the City's Departments and activities. Assesses and monitors operations to ensure quality services are provided in an efficient, cost-effective and timely manner.
2. Attends City Council meetings, performs research and recommends policies and programs as requested. Implements policies, ordinances and programs set forth by the Council. Attends meetings of various committees, boards, authorities, and commissions frequently.
3. Supervises all City employees, directly or through staff. Administers personnel systems and bargaining agreements.
4. Prepares the annual budget, administers fiscal policy, and oversees financial activities. Ensures the proper administration of the budget, and keeps the City Council apprised of the City's financial condition and future needs. Presents budgetary reports and information to the City Council.
5. Represents the City to the media and at meetings and conferences. Presents the official City position on a variety of issues and acts as spokesperson for the City.

6. Establishes a proactive approach to public relations through contacts with citizens and community groups and participation in civic activities. Responds to inquiries, resolves citizen complaints and recommends remedial action.
7. Coordinates City operations with other governmental agencies to reduce duplication of effort, increase efficiency and maximize the availability of services.
8. Reviews and approves contracts and agreements negotiated on behalf of the City. Enforces the terms and conditions of all contracts to which the City is a party. Supervises special projects and ensures work is completed according to specifications.
9. Manages, supervises, and coordinates overall long range planning, strategic plans, public improvements, and general operations to achieve established goals for community development, economic growth, land use and related issues.
10. Serves as liaison to the City's various Boards and Commissions as necessary.
11. Responds courteously and tactfully to public in answering questions, explaining City and department policies, and handling complaints. Resolves complex and sensitive customer service issues, either personally, by telephone or in writing.
12. Manages various confidential documents and records pertaining to City affairs.
13. Establishes and maintains effective working relationships with elected officials, staff, community organizations, other agencies and the general public.
14. Complies with and enforces all City policies and procedures. Performs all duties in accordance with safety policies and procedures, work rules and regulations and security standards as established.
15. Performs related work as required by the City Charter, City Council, or operational needs.
16. Performs other work-related duties as assigned.

TO DO THIS TYPE OF WORK, YOU MUST BE ABLE TO:

Meet the following criteria: minimum qualifications, physical demands, environmental conditions, language skills, education, vocational preparation, and/or experience requirements that may be needed to perform successfully the tasks described within this position description.

MINIMUM QUALIFICATIONS:

1. Possess general knowledge of the theories and principles of effective public administration and have the ability to quickly grasp specific local government functions, practices and organization.
2. Ability to prepare accurate written reports and meet firm deadlines.
3. Ability to assemble multifaceted programs and funding to achieve goals.
4. Skill in the use and maintenance of automated office equipment, including computers and related software.
5. Ability to work effectively under stress, changes in work priorities, with frequent interruptions and in emergencies.
6. Possess advanced knowledge and experience with PC applications and operating systems, such as Windows and Microsoft Office applications, including but not limited to Word, Excel, and Outlook. Possess general knowledge of web based programs and GIS applications.
7. Thorough knowledge of the laws, ordinances, and related legislation pertaining to municipal operations, budgeting, authority, and public information.
8. Thorough knowledge of the professional principles and procedures of public administration.
9. Considerable knowledge of municipal financial and personnel management, labor negotiations and economic development techniques.
10. Knowledge of public relations practices and marketing.
11. Skill in compiling and evaluating complex data, and formulating policy and service recommendations.
12. Skill in managing diverse programs, services, and personnel.
13. Ability to maintain accurate records and prepare comprehensive reports.
14. Ability to effectively communicate and present ideas and concepts orally and in writing, and make formal presentations in a public setting.
15. Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with citizens, elected officials, employees, other governmental agencies, and other professionals.
16. Must be careful, orderly and detail-oriented in order to avoid making errors and recognize errors made by others.

TOTAL EDUCATION, VOCATIONAL PREPARATION, AND/OR EXPERIENCE REQUIREMENTS:

1. Graduation from an accredited four-year college or university with a degree in public administration, business administration, planning, economics or a closely related field; and
2. Five or more years of progressively more responsible municipal management experience, preferably as an Assistant and/or City Manager; or
3. At the City's discretion any equivalent combination of education and experience, with additional education or experience substituting on a year for year basis for the required education or experience.
4. Masters degree preferred.

PHYSICAL DEMANDS:

The following demands are representative of the physical requirements necessary to perform the various duties and responsibilities of this position.

1. Work is performed primarily in an office setting. Performs assigned work with dexterity. While performing the duties of this job, the employee is frequently required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance, stoop, kneel, crouch, or crawl.
2. The employee is required to walk and stand, as well as sit, talk, and hear.
3. The employee must occasionally lift and/or move up to 25 pounds.
5. Specific vision abilities required include close and distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.
5. The employee must be able and willing to work irregular and/or extra hours, as required.

ENVIRONMENTAL CONDITIONS:

The work environment characteristics described here are representative of the conditions an employee encounters while performing the essential functions of this job.

1. The noise level in the work environment is usually quiet to moderate.
2. Employee is responsible to use all safety equipment properly as prescribed by the City.

LANGUAGE SKILLS:

1. Must have excellent communications skills in English.
2. Must have thorough knowledge of English grammar, spelling and punctuation and must be able to write sentences, complete forms, prepare professional written correspondence and prepare reports.
3. Must be able to conduct phone and face-to-face communications, meet with the public and present information in a professional manner.

OTHER SPECIAL REQUIREMENTS:

1. Must possess or acquire prior to employment a valid driver's license. If applicable, must acquire a valid MI Driver's License within sixty (60) days of employment.
2. The willingness, ability, and desire to keep abreast of changing technology through attending seminars, enrollment/and active participation in one or more of the agencies/associations affiliated with local government.
3. Must pass a criminal background check, physical examination, drug screening, reference and employment history checks, and oral interviews.

ADDITIONAL EMPLOYMENT CRITERIA

The duties and responsibilities listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of work-related duties and responsibilities does not preclude them.

The position description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change. The individual employed by the City for this position is an "employee at will" and can be terminated from employment from the City at any time, with or without cause, with or without notice, within the terms and conditions as established by federal and state law, the City Code of Ordinances and the City Charter.

PRE-EMPLOYMENT/POST-OFFER REQUIREMENTS

Any offer of employment is contingent upon taking and passing a criminal background check, physical examination, drug screening, reference and employment history checks, and oral interviews. Any offer of employment is also contingent upon successfully passing an interview process.

Applicants who refuse to submit to testing or who do not pass all tests or provide required documents will not be hired or retained in employment.

CREATED/UPDATED

On _____, by _____

Administrative approval by: _____

**CERTIFICATION THAT THE EMPLOYEE HAS RECEIVED AND AGREES
TO THE TERMS AND CONDITIONS OF THIS POSITION DESCRIPTION**

Employee Name (Print)

Employee Signature

Date

SOUTH LYON POLICE DEPARTMENT

Lloyd T. Collins
Chief



Memorandum

To: City Council

From: Chief Lloyd T. Collins

Subject: Whipple Street Block Party

Date: June 28, 2018

I have received a permit request for the above-referenced event. The block party is scheduled for Saturday, August 11, 2018, from 12:00 p.m. until 9:30 p.m. The event organizer, Ms. Nancy Donnelly, obtained supporting signatures from the residents of all homes affected by the requested road closure, (Whipple between Warren and Hagadorn). Copies of the application for permit, and petition are attached for your information.

I have also notified DPW Foreman Ron Brock of the requested closure, and arranged for delivery of the necessary barricades. The planned event should cause only minimal disruption to normal traffic in the surrounding area. The Police Department will monitor the event utilizing regular-duty personnel. Therefore, I have approved the request and have so notified the organizer.

cc: Lt. Chris Sovik
Lisa Deaton, Clerk/Treas.
Ron Brock, DPW
Chief Robert Vogel, SLFD



SOUTH LYON POLICE DEPARTMENT

219 Whipple

South Lyon, Michigan 48178

Ph: (248)437-1773 / Fax: (248)437-0459

Lloyd T. Collins

Chief of Police

BLOCK PARTY APPLICATION

Date Application Submitted: June 25, 2018

Requested Block-off Date: Aug. 11, 2018

Applicant / Contact's Name: Nancy Donnelly PH #: 248 486-5863

Applicant Address: 415 Whipple S. Lyon

12:00 p.m. etc

Block-off Time: 9:00 A.M.

Block-off removal Time: 9:30 P.M.

Street Names to be blocked off: Whipple Blvd.

1) Print ALL LAST NAMES and ADDRESSESS participating in the Block Party. (ALL residents within the blocked-off area must agree to the block-off)

Attached

2) ATTACH sheet of paper with SIGNATURES and ADDRESSESS of all residents agreeing to the Block Party.

Applicant's SIGNATURE

APPROVED [✓]

DENIED []

Chief Lloyd T. Collins 06/28/18
Lloyd T. Collins, Chief of Police

HOLD HARMLESS

To the fullest extent permitted by law the Whipple St. Block Party
(Name of Applicant/Organization)

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

Nancy L. Donnelly
Signature

June 26, 2018
Date

PETITION TO CLOSE STREET FOR BLOCK PARTY

We the undersigned property owners residing on Warren and Whipple Streets in the City of South Lyon, hereby request that Whipple Street be closed on SATURDAY Aug 11, 2018 from 12:00 (Noon) through 9:30 p.m. (dark) with alternate rain date of Aug 18, 2018, for the purposes of having a neighborhood block party. We hereby consent to having the City of South Lyon close Whipple Street to all traffic and public travel during the neighborhood block party.

NAME/SIGNATURE

ADDRESS

Mike Wilson

416 Whipple

Nick Sabers

424 Whipple

Victoria Simcheck

412 Whipple

Emily Tralick

407 Whipple St

Don & Ruth

337 Whipple

Kathleen OBrien

319 Whipple

Mary Holaday

440 Whipple

Nancy & Donnelly

415 Whipple

Walter & Alice

441 WHIPPLE ST

Jennifer A Clark

421 Whipple St

Joe & Cathy Gallagher

411 Whipple

Chelsea Kivell

336 Whipple St

Carol Starynchak

330 Whipple St.

Ken & Jo

320 Whipple St

Brenda Rose

310 Whipple ST

Samela Liverpool

135 N. Warren

Margaret L. Thomas

308 Whipple

Bob & Ruth

403 WHIPPLE

Don & Ruth

430 WHIPPLE

Dianne Ulmer

370 Whipple

Tom & Kristine

408 Whipple

David & Anna

429 WHIPPLE

Eric Weinberger

445 Whipple

Tim Canedo

446 Whipple

Dave Corniskey

430 Whipple

PETITION TO CLOSE STREET FOR BLOCK PARTY

We the undersigned property owners residing on Warren and Whipple Streets in the City of South Lyon, hereby request that Whipple Street be closed on SATURDAY _____ from 12:00 (Noon) through 9:30 p.m. (dark) with alternate rain date of _____, for the purposes of having a neighborhood block party. We hereby consent to having the City of South Lyon close Whipple Street to all traffic and public travel during the neighborhood block party.

NAME/SIGNATURE

ADDRESS

John Hayden
L. L. L. L. L.

315 Whipple Street, South Lyon
433 WHIPPLE SOUTH LYON

SOUTH LYON POLICE DEPARTMENT

Lloyd T. Collins
Chief



Memorandum

To: City Council

From: Chief Lloyd T. Collins *LC*

Subject: Whipple Street Block Party

Date: June 28, 2018

I have received a permit request for the above-referenced event. The block party is scheduled for Saturday, August 11, 2018, from 12:00 p.m. until 9:30 p.m. The event organizer, Ms. Nancy Donnelly, obtained supporting signatures from the residents of all homes affected by the requested road closure, (Whipple between Warren and Hagadorn). Copies of the application for permit, and petition are attached for your information.

I have also notified DPW Foreman Ron Brock of the requested closure, and arranged for delivery of the necessary barricades. The planned event should cause only minimal disruption to normal traffic in the surrounding area. The Police Department will monitor the event utilizing regular-duty personnel. Therefore, I have approved the request and have so notified the organizer.

cc: Lt. Chris Sovik
Lisa Deaton, Clerk/Treas.
Ron Brock, DPW
Chief Robert Vogel, SLFD



SOUTH LYON POLICE DEPARTMENT

219 Whipple

South Lyon, Michigan 48178

Ph: (248)437-1773 / Fax: (248)437-0459

Lloyd T. Collins

Chief of Police

BLOCK PARTY APPLICATION

Date Application Submitted: June 25, 2018

Requested Block-off Date: Aug. 11, 2018

Applicant / Contact's Name: Nancy Donnelly

PH #: 248 486-5863

Applicant Address: 415 Whipple S. Lyon

12:00 p.m. etc

Block-off Time: 9:00 A.M.

Block-off removal Time: 9:30 P.M.

Street Names to be blocked off: Whipple Blvd.

1) Print ALL LAST NAMES and ADDRESSESS participating in the Block Party. (ALL residents within the blocked-off area must agree to the block-off)

Attached

2) ATTACH sheet of paper with SIGNATURES and ADDRESSESS of all residents agreeing to the Block Party.

Nancy L. Donnelly
Applicant's SIGNATURE

APPROVED [✓]

DENIED []

Chief Lloyd T. Collins 06/28/18
Lloyd T. Collins, Chief of Police

PETITION TO CLOSE STREET FOR BLOCK PARTY

We the undersigned property owners residing on Warren and Whipple Streets in the City of South Lyon, hereby request that Whipple Street be closed on SATURDAY Aug 11, 2018 from 12:00 (Noon) through 9:30 p.m. (dark) with alternate rain date of Aug 18, 2018, for the purposes of having a neighborhood block party. We hereby consent to having the City of South Lyon close Whipple Street to all traffic and public travel during the neighborhood block party.

NAME/SIGNATURE

ADDRESS

~~Mike Wilson~~

416 Whipple

Nick Sibers

424 Whipple

Victoria Simcheck

412 Whipple

Emily Tracala

407 Whipple St

Jack Pratt

337 Whipple

Kathleen Brin

319 Whipple

Mary Holaday

440 Whipple

Wendy D. Dannelly

415 Whipple

Wendy D. Dannelly

441 WHIPPLE ST

Jennifer A Clark

421 Whipple St

Joe & Cathy Gallagher

411 Whipple

Chelsea Kivell

336 Whipple St

Carol Starynchak

330 Whipple St.

K. E. Coats

320 Whipple St

Brenda Rose

310 Whipple ST

Samela Liverpool

135 N. Warren

Margaret L. Thomas

308 Whipple

~~Carol Pratt~~

403 WHIPPLE

~~Carol Pratt~~

430 WHIPPLE

Doreen Whier

370 Whipple

Tom Kretzler

408 Whipple

Paul Adams

429 WHIPPLE

Helen Weinburg

445 Whipple

Jim Canedo

446 Whipple

Dan Comiskey

430 WHIPPLE

PETITION TO CLOSE STREET FOR BLOCK PARTY

We the undersigned property owners residing on Warren and Whipple Streets in the City of South Lyon, hereby request that Whipple Street be closed on SATURDAY _____ from 12:00 (Noon) through 9:30 p.m. (dark) with alternate rain date of _____ for the purposes of having a neighborhood block party. We hereby consent to having the City of South Lyon close Whipple Street to all traffic and public travel during the neighborhood block party.

NAME/SIGNATURE

ADDRESS

1. John Hayden
 2. in Lumbert

515 Whipple Street, South Lyon
423 WHIPPLE South Lyon



South Lyon Area Youth Assistance

"Strengthening Youth and Families"

• 1000 N. Lafayette • South Lyon, MI 48178 • 248-573-8189

June 20, 2018

Chief Lloyd Collins
City of South Lyon
335 S. Warren
South Lyon, MI 48178

Dear Chief Collins,

On behalf of South Lyon Area Youth Assistance, we would like to express our sincerest gratitude to The City of South Lyon for the continued sponsorship of our organization for the 2018-2019 program year. The continued support and sponsorship of our organization is greatly appreciated, and very vital to the success of our mission to strengthen the youth and families of our community. Without your help, we would not be able to offer programs that benefit the youth and families in our area. Thank you for being a great partner in helping us meet the needs of our community.

Sincerely,

Doreen Brant
Caseworker
South Lyon Area Youth Assistance

Radha Vichare Kshirsagar
Chairperson
South Lyon Area Youth Assistance