

# **Regular City Council Meeting**

## **March 9, 2015**

### **Agenda**

**7:30 p.m.**    **Call to Order**  
**Pledge of Allegiance**  
**Roll Call**  
**Approval of Minutes: February 23, 2015**  
**Approval of Bills**  
**Approval of Agenda**  
**Public Comment**

#### **I. Old Business**

- 1)    Revised PD Agreement for Knolls of South Lyon

#### **II. New Business**

- 1)    Use of Volunteer Park for the Kiwanis Club's Easter Egg Scramble on April 4, 2015
- 2)    First Reading: Amendment to the City of South Lyon Ordinance Adding Regulations Concerning the Medical Use of Marihuana and Related Land Uses and Activities
- 3)    Purchase of a Dump Body Replacement for (2) DPW Trucks
- 4)    Purchase of a John Deere 1575 Terrain Cut with Comfort Cab and Attachments

#### **III. Manager's Report**

#### **IV. Council Comments**

#### **V. Adjournment**

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

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

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

Mayor Pro Tem Rzyzi asked for a motion to excuse the absence of Mayor Wallace.

CM 2-1-15 MOTION TO EXCUSE ABSENCE

Motion by Kopkowski, supported by Dixon  
Motion to excuse the scheduled absence of Mayor Wallace

VOTE: MOTION CARRIED UNANIMOUSLY

MINUTES

CM 2-2-15 MOTION TO APPROVE MINUTES

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

VOTE: MOTION CARRIED UNANIMOUSLY

BILLS- None

AGENDA

Attorney Wilhelm suggested to Council that they add a Closed Session pursuant to the Closed meeting to act under 8(d) and 8(h) to discuss attorney client privileged information. Mayor Pro Tem Rzyzi stated we could add the Closed Session after Council Comments.

CM 2-3-15 MOTION TO APPROVE AGENDA

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

VOTE: MOTION CARRIED UNANIMOUSLY

SLFD and SLPD Lifesaving Citations

Chief Kennedy stated on February 9<sup>th</sup> South Lyon Police and Fire were dispatched to a residence regarding an elderly female in cardiac arrest. He stated CPR was initiated and they were able to get a pulse and the patient was breathing on her own when the ambulance arrived. He further stated it was a huge effort by our responders that are present tonight. Unfortunately he has since learned the patient has passed. Chief Kennedy stated he would like to give a lifesaving citation to Deputy Chief Mike Weir, Sergeant Tim Wilson and Firefighter Ryan Carlington. Chief Collins stated he would also like to give a lifesaving citation to Officer Timothy Walton and Cadet Marc Pieknik. He further stated they will also be receiving an authorized ribbon to wear on their uniform.

PUBLIC COMMENT

Carl Richards of 390 Lenox stated he would like to thank the City Fire Department and Police Department for the great job they do. Mr. Richards stated he attended the Historical program and it was a great turnout, there was standing room only. He further stated someone from Lyon Township was videotaping it, so hopefully we will be able to see it sometime. He stated the core members of the Historical Society were there as well.

OLD BUSINESS- NoneNEW BUSINESS

1. First Reading: Amendment to the City of South Lyon Ordinance Chapter 70, "Signs" Section 70-7 "Additional sign standards"

Carmine Avantini of CIB Planning was present. Mr. Avantini stated the amendments are regarding electronic message signs, and this is being suggested by the Planning Commission. Originally the sign ordinance allowed electronic signs in commercial and industrial districts only. We have institutional uses that also have a need for an electronic sign. The amendment will allow quasi-public institution, such as a religious organization, nonprofit, library, hospital or an academic institution, and we are only allowing this on the Principle Arterial Roads, such as the mile roads and Pontiac Trail, which will keep this in the appropriate areas. He further stated the Planning Commission may make any restrictions on the sign to make sure we are protecting the surrounding property owners from nuisance issues. Councilman Kramer asked if there were any signs in conflict with the ordinance amendments. Mr.

Avantini stated he doesn't believe so. Councilman Kivell asked if Reynolds Sweet Parkway is considered a principle arterial road. Mr. Avantini stated he will get that information and let Council know.

CM 2-3-15 MOTION TO APPROVE FIRST READING OF SIGN ORDINANCE AMENDMENT

Motion by Kramer, supported by Wedell

Motion to approve the First Reading of an amendment to the City of South Lyon Ordinance Chapter 70, "signs" Section 70-7 "Additional sign standards"

VOTE: MOTION CARRIED UNANIMOUSLY

MANAGERS REPORT- None

COUNCIL COMMENTS

Councilman Kivell asked if someone is making sure the Budget process is moving along. Chief Collins stated all budgets were turned into City Manager Ladner in January, and she is currently reviewing them, but as of now, we do not have any budget workshop meetings scheduled.

Councilmember Dixon stated it is good to see City Manager Ladner at the meeting, and she hopes everyone can stay warm.

Councilman Kramer stated the group interested in developing part of Volunteer Park is ready and eager to get moving on Phase 1. He would like someone to contact them regarding the next steps.

Councilman Wedell stated the second meeting in a row we honored South Lyon heroes with commendations and he is happy to see them and it is very appropriate.

Councilmember Kopkowski stated she enjoyed the annual report from the Fire Department.

Mayor Pro Tem Rzyzi stated he would like to thank everyone for attending the meeting.

CM 2-4-15 MOTION TO ENTER INTO CLOSED SESSION

Motion by Kramer, supported by Kopkowski

Motion to enter into closed session pursuant to the Open Meetings Act 8(d) and 8(h) at 7:45p.m

ROLL CALL VOTE: MOTION PASSED UNANIMOUSLY

Council reconvened the regular meeting at 8:50 p.m.

CM 2-5-15 MOTION TO ADJOURN

Motion by Kramer, supported by Kopkowski

Motion to adjourn meeting at 8:50 p.m.

VOTE: MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

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Joe Rzyzi, Mayor Pro Tem

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Lisa Deaton Clerk/Treasurer

DRAFT

**February 2015 Payroll Report**

Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
<b>Administration</b>								
Badarak, A.	18.0400	160.00		\$ 2,886.40	\$ -	\$ 482.49	\$ 3,368.89	BCBS Stipend
Ciarelli, J.	15.5800	76.50		\$ 1,191.87	\$ -		\$ 1,191.87	
Deaton, L.				\$ 4,629.24			\$ 4,629.24	
Delaney, K.	24.0000	98.50		\$ 2,364.00			\$ 2,364.00	
Ladner, L.				\$ 6,923.06			\$ 6,923.06	
Lanning, W.	10.2200	36.50		\$ 373.03			\$ 373.03	
Lyon, Thomas	17.3400	72.00		\$ 1,248.48			\$ 1,248.48	
Mosier, L.				\$ 4,307.34		\$ 482.49	\$ 4,789.83	BCBS Stipend
Spaulding, D.	16.1200	152.00		\$ 2,450.24	\$ -	\$ 482.49	\$ 2,932.73	BCBS Stipend
<b>TOTAL: Administration</b>		<b>595.50</b>	<b>0.00</b>	<b>\$ 26,373.66</b>	<b>\$ -</b>	<b>\$ 1,447.47</b>	<b>\$ 27,821.13</b>	
<b>Cemetery</b>								
Brannun, L.	11.1600			\$ -			\$ -	
Kimberly, B.	11.1600			\$ -			\$ -	
McLean, W.	11.1600			\$ -			\$ -	
Wauford, S.	11.1600			\$ -			\$ -	
Wedesky, J. W.	11.1600			\$ -			\$ -	
Williamson, N.	11.8600			\$ -			\$ -	
<b>TOTAL: Cemetery</b>		<b>0.00</b>	<b>0.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Police</b>								
Baaki, D.	34.0304	160.00	13.00	\$ 5,444.85	\$ 678.59		\$ 6,123.45	
Baker, A.	31.3576	168.00	17.00	\$ 5,268.09	\$ 815.56		\$ 6,083.64	
Baker, J.	34.0304	168.00	11.00	\$ 5,717.11	\$ 571.81		\$ 6,288.92	
Barbour, R.	31.3576	168.00	8.00	\$ 5,268.09	\$ 382.06		\$ 5,650.15	
Brooks, T.	31.3576	160.00	17.50	\$ 5,017.22	\$ 843.33		\$ 5,860.55	
Collins, L.				\$ 6,851.82		\$ 482.49	\$ 7,334.31	BCBS Stipend
Conklin, R.	10.0000	17.50		\$ 175.00			\$ 175.00	
Faught, C.	34.0304	160.00	7.00	\$ 5,444.85	\$ 362.37		\$ 5,807.22	
Forgacs, M.	16.2100	15.00		\$ 243.15			\$ 243.15	
Hoydic, S.	31.3576	168.00	4.00	\$ 5,268.09	\$ 192.76		\$ 5,460.85	
Krettlin, F.	16.2100	15.00		\$ 243.15			\$ 243.15	
Laraway, P.	16.2100	15.00		\$ 243.15			\$ 243.15	
Pieknik, Marc	10.0000	58.00		\$ 580.00			\$ 580.00	
Raap, T.	31.3576	160.00	16.00	\$ 5,017.22	\$ 764.12	\$ 482.49	\$ 6,263.83	BCBS Stipend
Regentik, C.	18.0400	160.00		\$ 2,886.40		\$ 482.49	\$ 3,368.89	BCBS Stipend
Sederlund, C.	34.0304	172.00	10.00	\$ 5,853.23	\$ 519.83	\$ 482.49	\$ 6,855.55	BCBS Stipend
Sovik, C.	36.2478	164.00	14.00	\$ 5,944.64	\$ 777.36		\$ 6,722.00	
Sroufe, T.	31.3576	160.00		\$ 5,017.23	\$ -	\$ 482.49	\$ 5,499.72	BCBS Stipend
Stevens, T.	31.3576	160.00	21.00	\$ 5,017.23	\$ 1,002.91	\$ 1,000.00	\$ 7,020.14	Longevity
Tomanek, J.	31.3576	160.00	17.00	\$ 5,017.22	\$ 815.56		\$ 5,832.77	
Walton, T.	31.3576	160.00		\$ 5,017.23	\$ -		\$ 5,017.23	
Wilcox, W.	11.5600	23.50		\$ 271.66			\$ 271.66	
Wilcox, W.	16.2100	15.00		\$ 243.15			\$ 243.15	
Witrock, M.	31.3576	160.00	24.00	\$ 5,017.22	\$ 1,146.18		\$ 6,163.40	
<b>Total: Police</b>		<b>2767.00</b>	<b>179.50</b>	<b>\$ 91,066.97</b>	<b>\$ 8,872.44</b>	<b>\$ 3,412.45</b>	<b>\$ 103,351.86</b>	

Department	Pay Rate	Reg Hours	O.T. Hours	Reg Pay	O.T. Pay	Misc.	Total Pay	Notes
<b>Fire</b>								
Achatz, R.	15.4000	25.25		\$ 388.85			\$ 388.85	
Armstrong, C.	19.8000	35.50		\$ 702.90			\$ 702.90	
Bromley, E.	14.3000	47.25		\$ 675.68			\$ 675.68	
Carlington, R.	16.5000	72.00		\$ 1,188.00			\$ 1,188.00	
Conrad, C.	9.0000	114.00		\$ 1,026.00			\$ 1,026.00	
Demeniuk, C.	19.8000	41.75		\$ 826.65			\$ 826.65	
Esper, T.	14.3000	22.25		\$ 318.18			\$ 318.18	
Hefferan, Timothy	8.1500	48.25		\$ 393.24			\$ 393.24	
Johnston, D.	17.8000	29.00		\$ 510.40			\$ 510.40	
Kennedy, M.				\$ 2,182.02			\$ 2,182.02	
LaCroix, L.	14.3000	59.00		\$ 843.70			\$ 843.70	
Lemieux, T.	8.1500	20.00		\$ 163.00			\$ 163.00	
Lynn, C.	16.5000	20.00		\$ 330.00			\$ 330.00	
McGillen, T.	16.5000	15.25		\$ 251.63			\$ 251.63	
Mitchell, Dean	9.0000	56.00		\$ 504.00			\$ 504.00	
Moynihan, B.	17.8000	29.50		\$ 519.20			\$ 519.20	
Noechel, J.	19.8000	44.00		\$ 871.20			\$ 871.20	
Olando, Michael	9.0000	68.25		\$ 614.25			\$ 614.25	
Shekell, J.	19.8000	32.00		\$ 633.60			\$ 633.60	
Shippe, S.	16.5000	89.75		\$ 1,480.88			\$ 1,480.88	
Ulrich, C.	16.5000	20.50		\$ 338.25			\$ 338.25	
Vanpelt, J.	9.0000	26.50		\$ 238.50			\$ 238.50	
Weir, M.	22.0000	80.75		\$ 1,776.50			\$ 1,776.50	
Wilson, T.	17.6000	52.00		\$ 915.20			\$ 915.20	
<b>Total: Fire</b>		<b>1048.75</b>		<b>\$ 17,691.85</b>		<b>\$ -</b>	<b>\$ 17,691.85</b>	
<b>D.P.W.</b>								
Abramowicz, J.	16.2800	160.00		\$ 2,604.80	\$ -		\$ 2,604.80	
Archey, Je.	22.5700	160.00	42.00	\$ 3,611.20	\$ 1,447.32	\$ 280.00	\$ 5,338.52	On-call
Brock, R.	24.4900	160.00	34.00	\$ 3,918.40	\$ 1,280.78		\$ 5,199.18	
Buers, D.	22.9500	160.00		\$ 3,672.00	\$ -		\$ 3,672.00	
Dentai, F.	16.2800	160.00	39.50	\$ 2,604.80	\$ 964.59	\$ 80.00	\$ 3,649.39	On-call
Jamison, M.	18.0400	160.00	2.00	\$ 2,886.40	\$ 53.82	\$ 1,200.00	\$ 4,140.22	Longevity
Moritz, M.	20.9700	160.00	21.00	\$ 3,355.20	\$ 675.78	\$ 280.00	\$ 4,310.98	On-call
Paver, V.	20.9700	160.00	27.50	\$ 3,355.20	\$ 878.90	\$ 280.00	\$ 4,514.10	On-call
Piasecki, T.	18.5900	160.00	36.50	\$ 2,974.40	\$ 1,017.80	\$ 200.00	\$ 4,192.20	On-call
Race, J.	15.1100	152.00	12.50	\$ 2,296.72	\$ 283.31		\$ 2,580.03	
Valencia, A.	15.1100	152.00	16.00	\$ 2,296.72	\$ 362.64		\$ 2,659.36	
<b>Total: D.P.W.</b>		<b>1744.00</b>	<b>231.00</b>	<b>\$ 33575.84</b>	<b>6964.95</b>	<b>2320.00</b>	<b>\$ 42860.79</b>	
<b>W.&amp; W.W.</b>								
Archey, Ju.	18.0400	160		\$ 2,886.40	\$ -	\$ 1,200.00	\$ 4,086.40	Longevity
Armstrong, C.	15.8200	160	2.00	\$ 2,531.20	\$ 47.46		\$ 2,578.66	
Beason, R.	26.5600	160	9.50	\$ 4,249.60	\$ 389.41	\$ 280.00	\$ 4,919.01	On-call
Ciaramitaro, J.	25.0300	160	15.50	\$ 4,004.80	\$ 593.19	\$ 330.00	\$ 4,927.99	On-call
Erdmann, Kevin	15.8200	160		\$ 2,531.20	\$ -		\$ 2,531.20	
Gehringer, D.	24.4300	160	10.00	\$ 3,908.80	\$ 371.50	\$ 280.00	\$ 4,560.30	On-call
Martin, R.				\$ 6,404.18	\$ -		\$ 6,404.18	
Popravsky, P.	20.0100	160		\$ 3,201.60	\$ -		\$ 3,201.60	
Randall, A.	25.5300	160		\$ 4,084.80	\$ -	\$ 320.00	\$ 4,404.80	On-call
Sahl, L.	10.0000	64		\$ 640.00	\$ -		\$ 640.00	
<b>Total: W.&amp; W.W.</b>		<b>1344.00</b>	<b>37.00</b>	<b>\$ 34442.58</b>	<b>1401.55</b>	<b>2410.00</b>	<b>\$ 38254.13</b>	
<b>Grand Total</b>		<b>7,499.25</b>	<b>447.50</b>	<b>\$ 203,150.89</b>	<b>\$ 17,238.94</b>	<b>\$ 9,589.92</b>	<b>\$ 229,979.75</b>	

# Check Register Report

Checks Written Since 2/9/15

Date: 03/05/2015

Time: 9:38 am

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The City of South Lyon

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>Checks</b>							
65984	02/12/2015	Reconciled		5310	ARBOR SPRINGS WATER CO., INC.	WATER FOR CITY HALL	11.50
65985	02/12/2015	Reconciled		5110	CENTER MASS, INC.	PATROL RIFLE INSTRUCTOR RECERT	298.00
65986	02/12/2015	Reconciled		3935	GIB PLANNING	RETAINER, PROJ REVIEW & MISC	3,568.75
65987	02/12/2015	Printed		6010	CVS #08066	REFUND WINTER TAX OVERPAYMENT	5.91
65988	02/12/2015	Reconciled		1334	LISA DEATON	REIMB PETTY CASH	58.65
65989	02/12/2015	Reconciled		0584	DTE ENERGY	ELECTRIC SVC 12/30/14-2/2/15	605.63
65990	02/12/2015	Reconciled		0584	DTE ENERGY	ELECTRIC SERVICE	1,561.91
65991	02/12/2015	Reconciled		0317	DTE ENERGY	ELECTRIC SVC 12/23/14-1/26/15	23,595.97
65992	02/12/2015	Printed		5937	SARAH LAMBI	VIDEO COUNCIL MTG - 2/9/15	50.00
65993	02/12/2015	Reconciled		6009	TAMMY LEMIEUX	EMS COURSE REIMB	40.00
65994	02/12/2015	Reconciled		9778	LEXISNEXIS	JAN 2015 CONTRACT FEE	30.00
65995	02/12/2015	Reconciled		2291	NORM'S TOTAL AUTOMOTIVE SERVICE	REF 2014 WINTER PERS PROP TAX	4.39
65996	02/12/2015	Reconciled		5627	MARY NOVROCKI	FARM MKT MGR FEES - 2/2-2/6/15	210.00
65997	02/12/2015	Reconciled		0218	PARKSIDE CLEANERS	RUG CLEANING	43.00
65998	02/12/2015	Reconciled		5219	RAFT	CREW RESOURCE MGMT-KENNEDY	250.00
65999	02/12/2015	Reconciled		5554	SALEM-SOUTH LYON DISTRICT	TAXES DUE TO LIBRARY	283.59
66000	02/12/2015	Reconciled		6011	DOMINIC SOAVE	REFUND WINTER TAX OVERPAYMENT	6.45
66001	02/12/2015	Reconciled		0461	SOUTH LYON COMMUNITY SCHOOLS	TAXES DUE TO SCHOOLS	1,422.10
66002	02/12/2015	Reconciled		0504	TECH RESOURCES, INC.	REMOTE BACKUP - FEB 2015	69.95
66003	02/12/2015	Reconciled		1465	TERMINEX PROCESSING CENTER	PEST CONTROL - CITY HALL	73.00
66004	02/12/2015	Reconciled		6004	THD HOME SERVICES	BLDG PERMIT REFUND #B15004	162.50
66005	02/12/2015	Reconciled		3984	WOW! BUSINESS	PARK SECURITY	182.13
66006	02/19/2015	Reconciled		0309	DENNIS BRIDSON	HEALTH INS REIMB	500.00
66007	02/19/2015	Reconciled		3749	KRISPEN S. CARROLL	PAYROLL DEDUCTION - 2/20/15	578.26
66008	02/19/2015	Reconciled		3911	CITY OF FARMINGTON*	SOCMA DINNER	325.50
66009	02/19/2015	Printed		3190	CITY OF NOVI*	TRNG-WARRIOR'S EDGE SEMINAR	225.00
66010	02/19/2015	Reconciled		0859	LLOYD COLLINS	REIMB PETTY CASH	39.86
66011	02/19/2015	Reconciled		2182	COLONIAL ACRES DEV. CO.	REFUND WINTER TAX OVERPAYMENT	79.37
66012	02/19/2015	Printed		6012	CORELOGIC	REFUND WINTER TAX OVERPAYMENT	9.79
66013	02/19/2015	Reconciled		0283	CORRIGAN OIL CO.	GAS & DIESEL - JAN 2015	6,066.97
66014	02/19/2015	Reconciled		0381	CSX TRANSPORATION, INC.	ANNUAL SEWER PIPELINE XING FEE	523.11
66015	02/19/2015	Reconciled		3455	EMPLOYEE HEALTH INSURANCE MGMT	RX CHARGES	10,193.53
66016	02/19/2015	Reconciled		0557	INTL UNION OF OPERATING ENG	PAYROLL DEDUCTIONS - FEB 2015	250.76
66017	02/19/2015	Reconciled		3955	JOHNSON, ROSATI, SCHULTZ &	LEGAL FEES-GEN. LABOR MATTERS	7,362.00
66018	02/19/2015	Reconciled		1509	MARTIN'S DO IT BEST	MISC HARDWARE SUPPLIES	619.31
66019	02/19/2015	Reconciled		6018	MI-AWWA	CROSS CONN. SEMINAR - ERDMANN	270.00
66020	02/19/2015	Printed		5961	MICHIGAN LAW ENFORCEMENT	TRNG-INVEST. POLICE USE OF	400.00
66021	02/19/2015	Printed		5305	OAKLAND COMMUNITY COLLEGE	FIRE OFFICER BOOK - CARLINGTON	15.00
66022	02/19/2015	Reconciled		5845	OBSERVER & ECCENTRIC	ANNUAL SL HERALD SUBSCRIPTION	58.00
66023	02/19/2015	Reconciled		3004	OBSERVER & ECCENTRIC NEWSPAPER	LEGAL ADS	283.20
66024	02/19/2015	Printed		0462	PETER'S TRUE VALUE HARDWARE	MISC HARDWARE SUPPLIES	1,632.88
66025	02/19/2015	Reconciled		9065	PROVIDENCE OCCUPATIONAL	NEW HIRE PHYSICALS	970.00
66026	02/19/2015	Reconciled		4008	ROBERTSON SOUTH LYON LLC	BLDG BOND REFUND B14075	1,000.00
66027	02/19/2015	Reconciled		5893	SAFEUILT MICHIGAN, INC.	BLDG PERMITS INSP - JAN 2015	514.19
66028	02/19/2015	Reconciled		5554	SALEM-SOUTH LYON DISTRICT	TAXES DUE LIBRARY	542.69

# Check Register Report

Checks Written Since 2/9/15

Date: 03/05/2015

Time: 9:38 am

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The City of South Lyon

BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>Checks</b>							
66029	02/19/2015	Reconciled		9062	SCHOOLCRAFT COLLEGE	MCOLES TRAINING GRANT CONS FEE	400.00
66030	02/19/2015	Printed		6016	SL SWEETWATER	REFUND WINTER TAX OVERPYMT	136.82
66031	02/19/2015	Reconciled		0461	SOUTH LYON COMMUNITY SCHOOLS	TAXES DUE SCHOOLS	3,020.27
66032	02/19/2015	Reconciled		3596	THE UPS STORE	AMMONIA METERS SHIPPED	58.20
66033	02/19/2015	Reconciled		0062	VANTAGEPOINT TRANSFERS	PAYROLL DEDUCTIONS - 2/20/15	2,963.85
66034	02/19/2015	Reconciled		5925	W.H. GRIFFIN, TRUSTEE	PAYROLL DEDUCTION - 2/20/15	253.85
66035	02/19/2015	Reconciled		6017	WIDE OPEN WEST MID-MICHIGAN	REFUND WINTER TAX OVERPAYMENT	607.89
66036	02/19/2015	Reconciled		3984	WOW! BUSINESS	INTERNET SERVICE	140.43
66037	02/26/2015	Printed		5310	ARBOR SPRINGS WATER CO., INC.	WATER FOR CITY HALL	11.50
66038	02/26/2015	Printed		4234	AVAYA*, INC.	DPW PHONE SYSTEM	17.12
66039	02/26/2015	Printed		5264	BUSCH'S	LAB SUPPLIES	13.95
66040	02/26/2015	Printed		3165	CONSUMERS ENERGY^	GAS SERVICE	13,033.64
66041	02/26/2015	Printed		3755	BEVERLY DIXSON	COUNCIL PAY - FEB 2015	180.00
66042	02/26/2015	Printed		0317	DTE ENERGY	STREETLIGHTS	8,261.04
66043	02/26/2015	Printed		6019	E.T. MACKENZIE CO.	REFUND PLAN REVIEW FEE-B15016	32.34
66044	02/26/2015	Printed		5652	EMERGENCY SERVICES MARKETING	TELEPHONE CHARGES	5.12
66045	02/26/2015	Printed		3455	EMPLOYEE HEALTH INSURANCE MGMT	RX CHARGES	3,089.00
66046	02/26/2015	Reconciled		3702	MICHAEL KENNEDY	REIMB FOOD FOR ICS 400	32.98
66047	02/26/2015	Printed		2586	GLENN KIVELL	COUNCIL PAY - FEB 2015	180.00
66048	02/26/2015	Printed		1756	ERIN KOPKOWSKI	COUNCIL PAY - FEB 2015	180.00
66049	02/26/2015	Printed		3398	MICHAEL KRAMER	COUNCIL PAY - FEB 2015	180.00
66050	02/26/2015	Reconciled		6636	LYNNE LADNER	CAR ALLOWANCE FEBRUARY	350.00
66051	02/26/2015	Printed		5937	SARAH LAMBI	VIDEO COUNCIL MTG - 2/23/15	50.00
66052	02/26/2015	Printed		1509	MARTIN'S DO IT BEST	ELECTRICAL CONNECTOR	3.29
66053	02/26/2015	Printed		9834	WOODROW MATNEY	CUSTODIAL SVCS @ DEPOT-48 HRS	684.00
66054	02/26/2015	Printed		3520	METLIFE - GROUP BENEFITS	DENTAL INSURANCE	4,600.74
66055	02/26/2015	Printed		7743	MICHIGAN MUNICIPAL LEAGUE'	CAPITAL CONF.- 3 ATTENDEES	300.00
66056	02/26/2015	Printed		5627	MARY NOVROCKI	FARM MKT MGR FEES	175.00
66057	02/26/2015	Printed		1034	OAKLAND COUNTY TREASURER	SOUTH LYON WOODS - JAN 2015	417.50
66058	02/26/2015	Printed		0218	PARKSIDE CLEANERS	RUG CLEANING	43.00
66059	02/26/2015	Printed		5364	PEOPLE'S EXPRESS	JAN 2015 TRANSPORTATION SVCS.	5,863.00
66060	02/26/2015	Printed		1199	PNC BANK	NETWORK SOLUTIONS ANNUAL FEE	37.99
66061	02/26/2015	Printed		2507	R.R.R.A.S.O.C.	HAZARDOUS WASTE DAY - JAN 2015	22.50
66062	02/26/2015	Printed		3804	RICOH USA, INC.	COPIER MAINT. 2/18 - 5/17/15	227.60
66063	02/26/2015	Printed		3756	JOSEPH RZYI	COUNCIL PAY - FEB 2015	180.00
66064	02/26/2015	Printed		1732	STANDARD INSURANCE COMPANY	LIFE & DISABILITY INS.	2,473.12
66065	02/26/2015	Printed		2362	STATE OF MICHIGAN,,	2015 MUN. STORM WTR ANN PERMIT	3,000.00
66066	02/26/2015	Printed		1171	STATE OF MICHIGAN	LAKE ST/10 MILE PROJECT	1,259.79
66067	02/26/2015	Printed		1552	TEDD WALLACE	COUNCIL PAY - FEB 2015	220.00
66068	02/26/2015	Printed		1378	HARVEY WEDELL	COUNCIL PAY - FEB 2015	180.00
66069	02/26/2015	Reconciled		3834	BRANDON ZIRKLE	ELECTRICAL INSP PAY - FEB 2015	616.00
66070	03/05/2015	Printed		0561	A.F.S.C.M.E. COUNCIL 25	PAYROLL DEDUCTIONS - 3/6/15	459.00
66071	03/05/2015	Printed		0364	DOUGLAS BAAKI	TUITION REIMBURSEMENT	800.00
66072	03/05/2015	Printed		3019	BIFANO EYE CARE	VISION INSURANCE - FEB 2015	330.42
66073	03/05/2015	Printed		3749	KRISPEN S. CARROLL	PAYROLL DEDUCTION - 3/6/15	578.26
66074	03/05/2015	Printed		3935	CIB PLANNING	PLANNING CONSULTANT FEES	4,400.00
66075	03/05/2015	Printed		3165	CONSUMERS ENERGY^	GAS SERVICE	968.13
66076	03/05/2015	Printed		0584	DTE ENERGY	ELECTRIC SERVICE	2,280.32
66077	03/05/2015	Printed		0584	DTE ENERGY	ELECTRIC SERVICE	1,496.31
66078	03/05/2015	Printed		3455	EMPLOYEE HEALTH INSURANCE MGMT	ADMIN FEE - MEDICAL WRAP	612.50

# Check Register Report

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BANK:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>Checks</b>							
66079	03/05/2015	Printed		6020	KEVIN ERDMANN	MILEAGE REIMB-CLASS IN LANSING	70.73
66080	03/05/2015	Printed		1991	INTERNATIONAL CODE COUNCIL INC	6 PKGS BUILDING PERMIT FORMS	100.76
66081	03/05/2015	Printed		1360	LERETA LLC	REFUND TAX OVERPAYMENT	156.46
66082	03/05/2015	Printed		1509	MARTIN'S DO IT BEST	BUILDING SUPPLIES	115.22
66083	03/05/2015	Printed		5369	MICHIGAN MUNICIPAL RISK	RETENTION FUND LIABILITY INS	128,160.00
66084	03/05/2015	Printed		0967	DAVID MURRAY	MECHANICAL INSP PAY - FEB 2015	771.01
66085	03/05/2015	Printed		5627	MARY NOVROCKI	FARM MKT MGR FEES	125.00
66086	03/05/2015	Printed		3928	OAKLAND COMMUNITY COLLEGE*	FIRE OFFICR SEMINAR-CARLINGTON	25.00
66087	03/05/2015	Printed		0293	OAKLAND COUNTY ANIMAL CONTROL	DOG LICENSES 8/14 - 2/15	2,141.50
66088	03/05/2015	Printed		5141	POLICE OFFICERS ASSOCIATION OF	PAYROLL DEDUCTIONS - 3/6/15	593.50
66089	03/05/2015	Printed		0559	POLICE OFFICERS LABOR COUNCIL	PAYROLL DEDUCTIONS - 3/6/15	245.00
66090	03/05/2015	Printed		0213	ROAD COMMISSION FOR OAKLAND	TRAFFIC SIGNAL MAINT- JAN 2015	115.92
66091	03/05/2015	Printed		3009	SCHINDLER ELEVATOR CORP.	MONTHLY ELEVATOR MAINTENANCE	408.21
66092	03/05/2015	Printed		2781	STATE OF MICHIGAN	2015 IND. STORM WATER PERMIT	260.00
66093	03/05/2015	Printed		1465	TERMINEX PROCESSING CENTER	PEST CONTROL - SLARA	56.00
66094	03/05/2015	Printed		1774	THE BANK OF NEW YORK MELLON,NA	03 WW BOND & DWRF INTEREST &	266,224.29
66095	03/05/2015	Printed		3653	TOSHIBA BUSINESS SOLUTIONS	COPIER METER BILLING	59.78
66096	03/05/2015	Printed		3675	TOSHIBA FINANCIAL SERVICES	COPIER LEASE	84.00
66097	03/05/2015	Printed		0062	VANTAGEPOINT TRANSFERS	PAYROLL DEDUCTIONS - 3/6/15	2,963.85
66098	03/05/2015	Printed		5925	W.H. GRIFFIN, TRUSTEE	PAYROLL DEDUCTION - 3/6/15	253.85
66099	03/05/2015	Printed		3984	WOW! BUSINESS	CABLE SERVICE	42.97

**Total Checks: 116**

**Checks Total (excluding void checks):**

**533,392.37**

**Total Payments: 116**

**Bank Total (excluding void checks):**

**533,392.37**

**Total Payments: 116**

**Grand Total (excluding void checks):**

**533,392.37**

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Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: GENERAL FUND							
Dept:							
101-000.000-035.000	ENGINEERIN	HUBBELL, ROTH, & CLARK, INC.	SITE PLAN FEES	0		03/09/2015	1,618.81
							-----
					Total		1,618.81
Dept: ADMINISTRATION							
101-200.000-727.000	OFFICE SUP	OFFICE EXPRESS	OFFICE SUPPLIES	0		03/09/2015	78.37
101-200.000-740.000	OPERATING	OFFICE EXPRESS	NAMEPLATE - RYZYI	0		03/09/2015	11.50
101-200.000-802.000	ONGOING RE	DUNCAN DISPOSAL SYSTEMS, LLC	DUMPSTERS&RECYCLING-MAR 2015	0		03/09/2015	57.45
							-----
					Total ADMINISTRATION		147.32
Dept: CEMETERY							
101-276.000-740.000	OPERATING	HUNT SIGN CO., LTD	STREET NAME SIGNS&"NO PETS IN	0		03/09/2015	123.83
101-276.000-802.000	ONGOING RE	DUNCAN DISPOSAL SYSTEMS, LLC	DUMPSTERS&RECYCLING-MAR 2015	0		03/09/2015	75.52
							-----
					Total CEMETERY		199.35
Dept: POLICE							
101-300.000-727.000	OFFICE SUP	OFFICE EXPRESS	OFFICE SUPPLIES	0		03/09/2015	65.26
101-300.000-727.000	OFFICE SUP	LAKELAND PRINTING	MEMO PADS - SOVIK	0		03/09/2015	56.20
101-300.000-727.000	OFFICE SUP	OFFICE EXPRESS	TONER	0		03/09/2015	90.99
101-300.000-745.000	AMMUNITION	KIESLER'S POLICE SUPPLY	AMMUNITION - 380 95GR FMJ	0		03/09/2015	224.00
101-300.000-745.000	AMMUNITION	AERKO INTERNATIONAL MICH. INC.	FREEZE +P PEPPER SPRAY	0		03/09/2015	264.00
101-300.000-802.000	ONGOING RE	DUNCAN DISPOSAL SYSTEMS, LLC	DUMPSTERS&RECYCLING-MAR 2015	0		03/09/2015	37.76
101-300.000-851.000	RADIO MAIN	CYNERGY PRODUCTS	RADAR ANTENNA REPAIR&CALIBRATE	0		03/09/2015	571.50
101-300.000-863.000	VEHICLE MA	COOK AUTOMOTIVE	REPL TRANSMISSION - VEH 291	0		03/09/2015	3,325.20
101-300.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS	ANTI-FREEZE&HOSE - P.D. 291	0		03/09/2015	37.16
101-300.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS	AIR BAG LAMP - PD 201	0		03/09/2015	14.40
101-300.000-863.000	VEHICLE MA	CRUISERS, INC.	REPLACEMENT SIREN CONTROL	0		03/09/2015	799.20
101-300.000-863.000	VEHICLE MA	VICTORY LANE	OIL CHANGE - PD 291	0		03/09/2015	33.29
101-300.000-930.000	REPAIR MAI	ETNA SUPPLY	BATHROOM REPAIR PARTS	0		03/09/2015	22.65
101-300.000-931.000	BUILDING M	BECKWAY DOOR	REPAIR GARAGE DOOR BRACKET	0		03/09/2015	130.00
101-300.000-958.100	WITNESS FE	DANIELA BORELLO	WITNESS FEES	0		03/09/2015	8.00
101-300.000-958.100	WITNESS FE	DOUGLAS CHARTER	WITNESS FEES	0		03/09/2015	8.40
101-300.000-958.100	WITNESS FE	JANE MCGOVERN	WITNESS FEES	0		03/09/2015	8.00
101-300.000-958.100	WITNESS FE	JEFF SADLIER	WITNESS FEES	0		03/09/2015	8.00
							-----
					Total POLICE		5,704.01
Dept: FIRE							
101-335.000-721.000	UNIFORMS &	APOLLO FIRE EQUIPMENT CO.	FIRE GLOVES	0		03/09/2015	334.92
101-335.000-721.000	UNIFORMS &	FIRE SERVICE MGMT	TURN OUT GEAR REPAIR	0		03/09/2015	436.00
101-335.000-721.000	UNIFORMS &	W4 SIGNS	HELMET NAME	0		03/09/2015	10.00
101-335.000-721.000	UNIFORMS &	ALLIE BROTHERS UNIFORMS	UNIFORM SHIRTS & BELT	0		03/09/2015	227.91
101-335.000-721.000	UNIFORMS &	APOLLO FIRE EQUIPMENT CO.	FIRE GLOVES	0		03/09/2015	72.83

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Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: GENERAL FUND							
Dept: FIRE							
101-335.000-721.000		UNIFORMS &	PAUL CONWAY SHIELDS CAPTAIN SHIELD	0		03/09/2015	72.64
101-335.000-721.000		UNIFORMS &	WITMER PUBLIC SAFETY GROUP BADGES-DEPUTY CHIEF&LIEUTENANT	0		03/09/2015	128.00
101-335.000-721.000		UNIFORMS &	ALLIE BROTHERS UNIFORMS UNIFORMS SHIRTS& COAT EMB-WEIR	0		03/09/2015	131.98
101-335.000-721.000		UNIFORMS &	NORTH EASTERN UNIFORMS NAME TAPE - BROMLEY	0		03/09/2015	9.00
101-335.000-727.000		OFFICE SUP	QUILL CORPORATION PAPER, SHREDDER, PENS	0		03/09/2015	176.69
101-335.000-727.000		OFFICE SUP	W.E. JACKSON & COMPANY CERTIFICATE HOLDERS	0		03/09/2015	131.50
101-335.000-727.000		OFFICE SUP	QUILL CORPORATION KITCHEN & OFFICE SUPPLIES	0		03/09/2015	97.95
101-335.000-802.000		ONGOING RE	QUENCH WATER COOLER LEASE	0		03/09/2015	117.00
101-335.000-802.000		ONGOING RE	DUNCAN DISPOSAL SYSTEMS, LLC DUMPSTERS&RECYCLING-MAR 2015	0		03/09/2015	37.76
101-335.000-863.000		VEHICLE MA	ADVANCE AUTO PARTS MECHANICS TOOLS	0		03/09/2015	4.17
101-335.000-863.000		VEHICLE MA	PAYETTE SALES & SERVICE, INC. SEAL KIT FOR LADDER BUCKET	0		03/09/2015	233.97
101-335.000-863.000		VEHICLE MA	COOK AUTOMOTIVE IGNITION COIL - 2004 EXCURSION	0		03/09/2015	179.72
101-335.000-863.000		VEHICLE MA	CRUISERS, INC. LENS FOR LADDER 1	0		03/09/2015	31.82
101-335.000-863.000		VEHICLE MA	O'REILLY AUTO PARTS MECHANICS TOOLS	0		03/09/2015	75.00
101-335.000-977.000		EQUIPMENT	BOUND TREE MEDICAL, LLC MEGAMOVER, SUCTION CANISTER &	0		03/09/2015	209.17
101-335.000-977.000		EQUIPMENT	APOLLO FIRE EQUIPMENT CO. CLASS A FOAM	0		03/09/2015	536.00
101-335.000-977.000		EQUIPMENT	HOWELL RESCUE SYSTEMS INC. EXTRICATION HAND TOOL BAG	0		03/09/2015	633.75
					Total FIRE		3,887.78
Dept: DEPT. OF PUBLIC WORKS							
101-440.000-727.000		OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		03/09/2015	50.25
101-440.000-727.000		OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		03/09/2015	8.79
101-440.000-740.000		OPERATING	BLUETARP FINANCIAL, INC. TRAILER TIE DOWN MOUNTS&STRAPS	0		03/09/2015	152.31
101-440.000-740.000		OPERATING	ANN ARBOR WELDING SUPPLY CO CYLINDER RENTAL	0		03/09/2015	79.05
101-440.000-740.000		OPERATING	BIG BORE SIGN, LLC MAILBOX POST	0		03/09/2015	89.50
101-440.000-802.000		ONGOING RE	DUNCAN DISPOSAL SYSTEMS, LLC DUMPSTERS&RECYCLING-MAR 2015	0		03/09/2015	118.68
101-440.000-860.000		GAS & OIL	INTERSTATE BILLING SERVICE INC OIL,TRANS FLUID&FILTERS-LOADER	0		03/09/2015	527.76
101-440.000-863.000		VEHICLE MA	BADER & SONS CO. HYDRAULIC FILTER	0		03/09/2015	33.98
101-440.000-863.000		VEHICLE MA	DIUBLE EQUIPMENT INC. PLOW CUTTING BLADES - TOOLCAT	0		03/09/2015	370.50
101-440.000-863.000		VEHICLE MA	HAROLD'S FRAME SHOP INC. REAR SPRING REPAIRED T-7	0		03/09/2015	1,071.80
101-440.000-863.000		VEHICLE MA	INTERSTATE BILLING SERVICE INC MIRROR,BRACKET&LADDER-LOADER	0		03/09/2015	1,045.41
101-440.000-863.000		VEHICLE MA	INTERSTATE BILLING SERVICE INC OIL FILTER - BACKHOE	0		03/09/2015	73.83
101-440.000-863.000		VEHICLE MA	INTERSTATE BILLING SERVICE INC OIL,TRANS FLUID&FILTERS-LOADER	0		03/09/2015	434.51
101-440.000-863.000		VEHICLE MA	MICHIGAN TRUCK PARTS DOOR REPLACED - T-9	0		03/09/2015	850.00
101-440.000-863.000		VEHICLE MA	O'REILLY AUTO PARTS HOSE FITTINGS	0		03/09/2015	3.19
101-440.000-863.000		VEHICLE MA	O'REILLY AUTO PARTS HYDRAULIC FILTER	0		03/09/2015	20.87

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Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: GENERAL FUND							
Dept: DEPT. OF PUBLIC WORKS							
101-440.000-863.000	VEHICLE MA	SHARE CORP.		0		03/09/2015	546.45
		DEGREASER					
101-440.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS		0		03/09/2015	28.48
		HEADLIGHT BULBS T-5					
101-440.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS		0		03/09/2015	17.89
		HALOGEN BULBS					
101-440.000-863.000	VEHICLE MA	CERTIFIED LABORATORIES		0		03/09/2015	220.00
		GREASE					
101-440.000-863.000	VEHICLE MA	CONTRACTORS STEEL COMPANY		0		03/09/2015	523.53
		STEEL TUBING-TRAILER &					
101-440.000-863.000	VEHICLE MA	FLEETPRIDE		0		03/09/2015	399.89
		ALTERNATOR T-12					
101-440.000-863.000	VEHICLE MA	FLEETPRIDE		0		03/09/2015	49.25
		BEARING T-9					
101-440.000-863.000	VEHICLE MA	GREEN OAK TIRE, INC.		0		03/09/2015	36.00
		TIRE DISPOSAL					
101-440.000-863.000	VEHICLE MA	JACK DOHENY SUPPLIES INC.		0		03/09/2015	99.00
		VALVE FOR VACTOR					
101-440.000-863.000	VEHICLE MA	O'REILLY AUTO PARTS		0		03/09/2015	42.00
		ELECTRICAL RELAYS - T-9					
101-440.000-863.000	VEHICLE MA	O'REILLY AUTO PARTS		0		03/09/2015	16.80
		OIL FILTERS					
101-440.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS		0		03/09/2015	256.44
		FUEL PUMP T-6					
101-440.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS		0		03/09/2015	11.83
		MECHANICS TOOLS					
101-440.000-863.000	VEHICLE MA	CARLETON EQUIPMENT COMPANY		0		03/09/2015	2,732.49
		TOOLCAT REPAIR					
101-440.000-863.000	VEHICLE MA	CARLETON EQUIPMENT COMPANY		0		03/09/2015	331.00
		TOOLCAT BROOM CONTROL PARTS					
101-440.000-863.000	VEHICLE MA	CARLETON EQUIPMENT COMPANY		0		03/09/2015	118.04
		MECHANICS MANUAL					
101-440.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS		0		03/09/2015	83.24
		SHOCKS - T-4					
101-440.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS		0		03/09/2015	20.00
		TIRE GAUGE					
101-440.000-863.000	VEHICLE MA	ADVANCED WIRELESS TELECOM		0		03/09/2015	420.00
		RADIO ANTENNAS REPAIR&REPLACE					
101-440.000-863.000	VEHICLE MA	BADER & SONS CO.		0		03/09/2015	278.40
		SOLENOID VALVES - JD1445					
101-440.000-863.000	VEHICLE MA	HINES PARK FORD, INC.		0		03/09/2015	421.67
		STARTER & TRANS. LINE - T-6					
101-440.000-863.000	VEHICLE MA	KNAPHEIDE TRUCK EQUIPMENT		0		03/09/2015	829.24
		HYDRAULIC CYLINDER T8&TARP T9					
101-440.000-863.000	VEHICLE MA	O'REILLY AUTO PARTS		0		03/09/2015	75.00
		MECHANICS TOOLS					
101-440.000-863.000	VEHICLE MA	O'REILLY AUTO PARTS		0		03/09/2015	16.16
		AIR FILTER T-4					
101-440.000-931.000	BUILDING M	GRAINGER		0		03/09/2015	49.44
		FURNACE FILTERS					
101-440.000-935.000	NPDES PHAS	HUBBELL, ROTH, & CLARK, INC.		0		03/09/2015	278.93
		PONTIAC TR STORMWTR MGMT STUDY					
101-440.000-935.000	NPDES PHAS	HUBBELL, ROTH, & CLARK, INC.		0		03/09/2015	262.29
		2013-14 STORM WTR PERMIT ASST.					
101-440.000-977.000	EQUIPMENT	BADER & SONS CO.		0		03/09/2015	575.00
		SNOW BLOWER					
101-440.000-977.000	EQUIPMENT	DOUGLASS SAFETY SYSTEMS LLC		0		03/09/2015	794.19
		CONFINED SPACE EQUIPMENT					
101-440.000-977.000	EQUIPMENT	SLM TRAILERS, LLC.		0		03/09/2015	2,710.00
		LANDSCAPE/MOWER TRAILER					
101-440.000-977.000	EQUIPMENT	GRAINGER		0		03/09/2015	1,084.75
		7HP GAS PRESSURE WASHER					
Total DEPT. OF PUBLIC WORKS							18,257.83
Dept: PARKS AND RECREATION							
101-690.000-801.000	PROFESSION	D&G NATURES WAY LAWN CARE		0		03/09/2015	5,120.18
		WEED&FEED VOLUNTEER PARK-1 YR					
101-690.000-801.000	PROFESSION	D&G NATURES WAY LAWN CARE		0		03/09/2015	256.59
		WEED&FEED BAKER PARK - 1 YEAR					

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Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: PARKS AND RECREATION						
101-690.000-801.000	PROFESSION	JOHN'S SANITATION PORTA JOHNS @ PARKS	0		03/09/2015	620.00
101-690.000-930.000	REPAIR MAI	GRAINGER 7HP GAS PRESSURE WASHER	0		03/09/2015	1,084.74
Total PARKS AND RECREATION						7,081.51
Fund Total						36,896.61
Fund: MAJOR STREETS						
Dept: CONSTRUCTION						
202-451.000-801.000	PROFESSION	HUBBELL, ROTH, & CLARK, INC. 2013 UPDATE - ROAD MASTER PLAN	0		03/09/2015	359.26
Total CONSTRUCTION						359.26
Dept: TRAFFIC SERVICES						
202-474.000-740.000	OPERATING	HUNT SIGN CO., LTD STREET NAME SIGNS&"NO PETS IN	0		03/09/2015	150.84
Total TRAFFIC SERVICES						150.84
Dept: SNOW PLOWING						
202-478.000-740.000	OPERATING	CENTRAL PARTS WAREHOUSE PLOW PARTS	0		03/09/2015	103.68
202-478.000-740.000	OPERATING	DETROIT SALT COMPANY LLC ROAD SALT (101.19 TON)	0		03/09/2015	3,151.21
202-478.000-740.000	OPERATING	WINTER EQUIPMENT CO. INC. PLOW BLADE CUTTING EDGES	0		03/09/2015	463.59
202-478.000-740.000	OPERATING	DETROIT SALT COMPANY LLC ROAD SALT (101.03 TON)	0		03/09/2015	3,146.23
202-478.000-740.000	OPERATING	HAROLD'S FRAME SHOP INC. PLOW MODULE T-5	0		03/09/2015	83.85
202-478.000-740.000	OPERATING	DETROIT SALT COMPANY LLC ROAD SALT (103.04 TON)	0		03/09/2015	3,208.82
202-478.000-740.000	OPERATING	HAROLD'S FRAME SHOP INC. HAND HELD PLOW CONTROL KITS	0		03/09/2015	618.15
Total SNOW PLOWING						10,775.53
Fund Total						11,285.63
Fund: LOCAL STREETS						
Dept: CONSTRUCTION						
203-451.000-801.000	PROFESSION	HUBBELL, ROTH, & CLARK, INC. 2013 UPDATE - ROAD MASTER PLAN	0		03/09/2015	2,035.82
Total CONSTRUCTION						2,035.82
Dept: TRAFFIC SERVICES						
203-474.000-740.000	OPERATING	HUNT SIGN CO., LTD STREET NAME SIGNS&"NO PETS IN	0		03/09/2015	198.83
Total TRAFFIC SERVICES						198.83
Dept: SNOW PLOWING						
203-478.000-740.000	OPERATING	CENTRAL PARTS WAREHOUSE PLOW PARTS	0		03/09/2015	55.83
203-478.000-740.000	OPERATING	DETROIT SALT COMPANY LLC ROAD SALT (101.19 TON)	0		03/09/2015	1,696.81
203-478.000-740.000	OPERATING	WINTER EQUIPMENT CO. INC. PLOW BLADE CUTTING EDGES	0		03/09/2015	249.62
203-478.000-740.000	OPERATING	DETROIT SALT COMPANY LLC ROAD SALT (101.03 TON)	0		03/09/2015	1,694.12
203-478.000-740.000	OPERATING	HAROLD'S FRAME SHOP INC. PLOW MODULE T-5	0		03/09/2015	45.15
203-478.000-740.000	OPERATING	DETROIT SALT COMPANY LLC ROAD SALT (103.04 TON)	0		03/09/2015	1,727.83
203-478.000-740.000	OPERATING	HAROLD'S FRAME SHOP INC. HAND HELD PLOW CONTROL KITS	0		03/09/2015	332.85
Total SNOW PLOWING						5,802.21

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Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: LOCAL STREETS								
							Fund Total	8,036.86
Fund: CAPITAL IMPROVEMENTS								
Dept: CONSTRUCTION								
401-451.000-802.300	CONSTR.	CO	HUBBELL, ROTH, & CLARK, INC.		0		03/09/2015	17,816.96
			POLICE/FIRE PARKING LOT REHAB					
401-451.000-802.300	CONSTR.	CO	HUBBELL, ROTH, & CLARK, INC.		0		03/09/2015	4,903.59
			LAKE ST PAVEMENT REHAB					
							Total CONSTRUCTION	22,720.55
							Fund Total	22,720.55
Fund: WATER & SEWER								
Dept: WATER/SEWER CONSTRUCTION								
592-452.000-801.000	PROFESSION		HUBBELL, ROTH, & CLARK, INC.		0		03/09/2015	19,878.95
			WATER SYSTEM UPGRADES DWRP					
							Total WATER/SEWER CONSTRUCTION	19,878.95
Dept: WATER / REPAIR								
592-540.000-930.000	REPAIR MAI		MICHIGAN PIPE & VALVE		0		03/09/2015	1,701.99
			WATER MAIN REPAIR SUPPLIES					
592-540.000-930.000	REPAIR MAI		EJ USA, INC.		0		03/09/2015	589.96
			WATER & HYDRANT REPAIR PARTS					
592-540.000-930.000	REPAIR MAI		GRAINGER		0		03/09/2015	1,084.75
			7HP GAS PRESSURE WASHER					
592-540.000-930.000	REPAIR MAI		MICHIGAN PIPE & VALVE		0		03/09/2015	133.60
			WATER MAIN REPAIR SUPPLIES					
592-540.000-956.000	MISCELLANE		DOUGLASS SAFETY SYSTEMS LLC		0		03/09/2015	794.20
			CONFINED SPACE EQUIPMENT					
							Total WATER / REPAIR	4,304.50
Dept: SEWER / REPAIR								
592-550.000-930.000	REPAIR MAI		PLUMBERS SERVICE		0		03/09/2015	198.00
			CABLD SANITARY LINE-920 OXFORD					
592-550.000-930.000	REPAIR MAI		PLUMBERS SERVICE		0		03/09/2015	220.50
			CABLD SANITARY LINE-930 OXFORD					
592-550.000-956.000	MISCELLANE		DOUGLASS SAFETY SYSTEMS LLC		0		03/09/2015	794.20
			CONFINED SPACE EQUIPMENT					
592-550.000-956.000	MISCELLANE		JACK DOHENY SUPPLIES INC.		0		03/09/2015	1,813.00
			VACTOR NOZZLE (TREE ROOT REM.)					
							Total SEWER / REPAIR	3,025.70
Dept: REFUSE COLLECTION								
592-555.000-818.100	REFUSE COL		DUNCAN DISPOSAL SYSTEMS, LLC		0		03/09/2015	41,278.28
			MARCH 1, 2015 STATEMENT					
							Total REFUSE COLLECTION	41,278.28
Dept: WATER								
592-556.000-727.000	OFFICE SUP		OFFICE EXPRESS		0		03/09/2015	40.84
			OFFICE SUPPLIES					
592-556.000-727.000	OFFICE SUP		OFFICE EXPRESS		0		03/09/2015	36.26
			OFFICE SUPPLIES					
592-556.000-740.000	OPERATING		ETNA SUPPLY		0		03/09/2015	239.74
			CURB BOX KEYS&HYDRANT WRENCH					
592-556.000-740.000	OPERATING		REAGENTS HOLDINGS		0		03/09/2015	70.02
			LAB SUPPLIES					
592-556.000-740.000	OPERATING		USA BLUE BOOK		0		03/09/2015	109.22
			SURGE PROTECTOR					
592-556.000-740.000	OPERATING		ELHORN ENGINEERING COMPANY		0		03/09/2015	2,198.00
			PHOSPHATE					
592-556.000-740.000	OPERATING		FISHER SCIENTIFIC		0		03/09/2015	144.35
			LAB SUPPLIES					
592-556.000-740.000	OPERATING		HACH COMPANY		0		03/09/2015	115.26
			LAB SUPPLIES					
592-556.000-740.000	OPERATING		REAGENTS HOLDINGS		0		03/09/2015	102.37
			LAB SUPPLIES					
592-556.000-740.000	OPERATING		VWR INTERNATIONAL LLC		0		03/09/2015	52.99
			LAB SUPPLIES					

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Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: WATER & SEWER						
Dept: WATER						
592-556.000-740.000	OPERATING	FISHER SCIENTIFIC LAB SUPPLIES	0		03/09/2015	46.70
592-556.000-801.000	PROFESSION	HUBBELL, ROTH, & CLARK, INC. ALTERNATE WATER SUPPLY STUDY	0		03/09/2015	685.34
592-556.000-802.000	ONGOING RE	DUNCAN DISPOSAL SYSTEMS, LLC DUMPSTERS&RECYCLING-MAR 2015	0		03/09/2015	48.56
592-556.000-863.000	VEHICLE MA	GREEN OAK TIRE, INC. TIRE DISPOSAL	0		03/09/2015	28.00
592-556.000-863.000	VEHICLE MA	O'REILLY AUTO PARTS OIL FILTERS	0		03/09/2015	5.60
592-556.000-863.000	VEHICLE MA	ADVANCE AUTO PARTS MECHANICS TOOLS	0		03/09/2015	4.17
592-556.000-863.000	VEHICLE MA	ADVANCED WIRELESS TELECOM RADIO ANTENNAS REPAIR&REPLACE	0		03/09/2015	63.50
592-556.000-931.000	BUILDING M	UTILITIES INSTRUMENTATION FURNISH&INSTALL WTP	0		03/09/2015	918.80
592-556.000-970.000	CAPITOL IM	BADGER METER INC. 24 METER BODIES&100 METERHEADS	0		03/09/2015	6,969.71
592-556.000-977.000	EQUIPMENT	DOUGLASS SAFETY SYSTEMS LLC CONFINED SPACE EQUIPMENT	0		03/09/2015	794.20
Total WATER						12,673.63
Dept: WASTEWATER						
592-557.000-727.000	OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		03/09/2015	40.84
592-557.000-727.000	OFFICE SUP	OFFICE EXPRESS OFFICE SUPPLIES	0		03/09/2015	36.26
592-557.000-740.000	OPERATING	GRAINGER LIGHTING SENSOR SWITCH	0		03/09/2015	127.71
592-557.000-740.000	OPERATING	TELEDYNE INSTRUMENTS, INC. SAMPLE PUMP TUBING	0		03/09/2015	176.50
592-557.000-740.000	OPERATING	CHEMTRADE CHEMICALS US LLC ALUMINUM SULFATE	0		03/09/2015	5,286.49
592-557.000-740.000	OPERATING	ARBOR SPRINGS WATER CO., INC. LAB SUPPLIES	0		03/09/2015	28.75
592-557.000-740.000	OPERATING	HACH COMPANY LAB SUPPLIES	0		03/09/2015	136.79
592-557.000-740.000	OPERATING	PARAGON LABORATORIES, INC. WW ANALYSIS	0		03/09/2015	180.00
592-557.000-740.000	OPERATING	STODDARD SILENCERS, INC. BLOWER AIR FILTERS	0		03/09/2015	497.00
592-557.000-740.000	OPERATING	VWR INTERNATIONAL LLC LAB SUPPLIES	0		03/09/2015	52.98
592-557.000-740.000	OPERATING	VWR INTERNATIONAL LLC LAB SUPPLIES	0		03/09/2015	60.82
592-557.000-740.000	OPERATING	ANN ARBOR WELDING SUPPLY CO CYLINDER RENTAL	0		03/09/2015	26.35
592-557.000-740.000	OPERATING	CARLSON-DIMOND & WRIGHT, INC. BLOWER BELTS	0		03/09/2015	148.85
592-557.000-740.000	OPERATING	CHEMCO PRODUCTS INC. POLYMER	0		03/09/2015	4,851.00
592-557.000-740.000	OPERATING	FISHER SCIENTIFIC LAB SUPPLIES	0		03/09/2015	46.71
592-557.000-802.000	ONGOING RE	KROFF MECHANICAL SERVICE CO. WINTER HVAC MAINT. INSP.	0		03/09/2015	1,125.00
592-557.000-802.000	ONGOING RE	DUNCAN DISPOSAL SYSTEMS, LLC DUMPSTERS&RECYCLING-MAR 2015	0		03/09/2015	48.56
592-557.000-931.000	BUILDING M	KROFF MECHANICAL SERVICE CO. REPAIR TERTIARY BLDG HTG UNIT	0		03/09/2015	996.47
592-557.000-931.000	BUILDING M	UTILITIES INSTRUMENTATION GENERATOR RELAY - FURNISH,	0		03/09/2015	3,001.49
592-557.000-931.000	BUILDING M	KROFF MECHANICAL SERVICE CO. INDUCER MTR&WHEEL-TERTIARY BLD	0		03/09/2015	683.97
592-557.000-970.000	CAPITOL IM	BADGER METER INC. 24 METER BODIES&100 METERHEADS	0		03/09/2015	6,969.70
592-557.000-977.000	EQUIPMENT	DOUGLASS SAFETY SYSTEMS LLC CONFINED SPACE EQUIPMENT	0		03/09/2015	794.20
Total WASTEWATER						25,316.44

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The City of South Lyon

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Fund	GL Number	Vendor Name	Check	Invoice	Due	
Department	Abbrev	Invoice Description	Number	Number	Date	Amount
Account						

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Fund: WATER & SEWER

Fund Total 106,477.50

Grand Total 185,417.15

The above checks have been approved for payment.

\_\_\_\_\_

Lisa Deaton, City Clerk/Treasurer

\_\_\_\_\_

Tedd M. Wallace, Mayor

**REVENUE REPORT**  
**FINANCIAL REPORT FOR FEB 2015**

City of South Lyon

For the Period: 7/1/2014 to 2/28/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 101 - GENERAL FUND</b>							
<b>Revenues</b>							
Dept: 000.000							
402.000 REAL PROPERTY TAX	3,054,581.00	3,054,581.00	2,948,497.52	4,159.24	0.00	106,083.48	96.5
423.000 SOUTH LYON WOODS TAX	920.00	920.00	1,065.50	83.50	0.00	-145.50	115.8
444.000 PAYMENT IN LIEU OF TAXES	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
446.000 PENALTIES AND INTEREST	30,000.00	30,000.00	7,604.06	871.29	0.00	22,395.94	25.3
451.000 BUILDING PERMITS	132,000.00	132,000.00	26,791.60	1,835.10	0.00	105,208.40	20.3
452.000 HEATING & PLUMB. REFG. PERMIT	0.00	0.00	10,838.50	956.00	0.00	-10,838.50	0.0
453.000 ELECTRICAL PERMITS	0.00	0.00	6,617.00	675.00	0.00	-6,617.00	0.0
454.000 LICENSES & BUSINESS MISC.	0.00	0.00	2,445.00	240.00	0.00	-2,445.00	0.0
570.000 STATE SHARED REV.	927,113.00	927,113.00	483,562.95	0.00	0.00	443,550.05	52.2
630.000 ADMIN FEE PROPERTY TAX	92,047.00	92,047.00	87,988.59	904.05	0.00	4,058.41	95.6
634.000 GRAVE OPENINGS & FOUNDATIONS	30,000.00	30,000.00	33,985.00	1,705.00	0.00	-3,985.00	113.3
642.000 POLICE	0.00	0.00	43,379.12	6,280.25	0.00	-43,379.12	0.0
661.000 PARKING VIOLATION	4,000.00	4,000.00	1,835.00	520.00	0.00	2,165.00	45.9
662.000 LOCAL COURT FINES	25,000.00	25,000.00	15,448.19	1,837.95	0.00	9,551.81	61.8
664.000 INTEREST	8,600.00	8,600.00	3,102.76	474.94	0.00	5,497.24	36.1
664.200 PARK AND REC. INTEREST	0.00	0.00	221.64	27.16	0.00	-221.64	0.0
666.000 INTEREST-EQUALIZ. & CONTINGENCY	0.00	0.00	378.50	40.66	0.00	-378.50	0.0
668.200 RENTS AND ROYALTIES-CABLE	144,900.00	144,900.00	111,896.83	37,715.34	0.00	33,003.17	77.2
668.300 LEASE--ANTENNA	50,000.00	50,000.00	27,897.31	6,352.16	0.00	22,102.69	55.8
668.400 RENTAL PROPERTIES	8,800.00	8,800.00	7,776.72	747.09	0.00	1,023.28	88.4
675.600 DONATIONS TO CULTURAL ARTS COM	0.00	0.00	6.30	0.00	0.00	-6.30	0.0
698.000 MISCELLANEOUS	160,000.00	160,000.00	51,619.37	3,468.00	0.00	108,380.63	32.3
699.000 TRANSFERS IN	33,160.00	33,160.00	0.00	0.00	0.00	33,160.00	0.0
699.209 TRANSFER IN FROM CEMETERY FUND	98,700.00	98,700.00	0.00	0.00	0.00	98,700.00	0.0
<b>Dept: 000.000</b>	<b>4,801,321.00</b>	<b>4,801,321.00</b>	<b>3,872,957.46</b>	<b>68,892.73</b>	<b>0.00</b>	<b>928,363.54</b>	<b>80.7</b>
<b>Revenues</b>	<b>4,801,321.00</b>	<b>4,801,321.00</b>	<b>3,872,957.46</b>	<b>68,892.73</b>	<b>0.00</b>	<b>928,363.54</b>	<b>80.7</b>

EXPENDITURE REPORT  
 FINANCIAL REPORT FOR FEB 2015

City of South Lyon

For the Period: 7/1/2014 to 2/28/2015  
 Fund: 101 - GENERAL FUND

Expenditures

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
ADMINISTRATION	1,172,443.00	1,172,443.00	657,616.81	73,248.56	0.00	514,826.19	56.1
CEMETERY	98,700.00	98,700.00	52,320.65	2,579.76	0.00	46,379.35	53.0
SENIOR TRANSPORTATION	70,360.00	70,360.00	41,041.00	5,863.00	0.00	29,319.00	58.3
POLICE	2,322,597.00	2,322,597.00	1,436,987.20	156,454.81	0.00	885,609.80	61.9
FIRE	507,130.00	507,130.00	365,996.31	34,146.00	0.00	141,133.69	72.2
AMBULANCE	2,075.00	2,075.00	1,079.77	0.00	0.00	995.23	52.0
DEPT. OF PUBLIC WORKS	685,170.00	685,170.00	492,380.95	54,006.99	0.00	192,789.05	71.9
PARKS AND RECREATION	126,015.00	126,015.00	66,973.59	5,813.64	0.00	59,041.41	53.1
HISTORICAL DEPOT	26,300.00	26,300.00	17,543.61	1,869.48	0.00	8,756.39	66.7
CULTURAL ARTS	4,850.00	4,850.00	80.64	0.00	0.00	4,769.36	1.7
<b>Expenditures</b>	<b>5,015,640.00</b>	<b>5,015,640.00</b>	<b>3,132,020.53</b>	<b>333,982.24</b>	<b>0.00</b>	<b>1,883,619.47</b>	<b>62.4</b>

EXPENDITURE REPORT  
FINANCIAL REPORT FOR FEB 2015

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City of South Lyon

For the Period: 7/1/2014 to 2/28/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 202 - MAJOR STREETS							
Expenditures							
ACCOUNTANT	3,500.00	3,500.00	2,320.00	0.00	0.00	1,180.00	66.3
CONSTRUCTION	0.00	0.00	1,900.74	0.00	0.00	-1,900.74	0.0
STREET-ROUTINE MAINT.	155,320.00	155,320.00	77,562.65	6,451.96	0.00	77,757.35	49.9
TRAFFIC SERVICES	15,400.00	15,400.00	4,290.37	816.65	0.00	11,109.63	27.9
SNOW PLOWING	84,850.00	84,850.00	62,523.15	32,931.65	0.00	22,326.85	73.7
SNOW REMOVAL	3,700.00	3,700.00	4,249.83	3,462.92	0.00	-549.83	114.9
TRANSFER BETWEEN FUNDS	89,000.00	89,000.00	0.00	0.00	0.00	89,000.00	0.0
STORM SEWER	7,200.00	7,200.00	2,667.54	191.03	0.00	4,532.46	37.0

Expenditures 358,970.00 358,970.00 155,514.28 43,854.21 0.00 203,455.72 43.3

Fund: 203 - LOCAL STREETS

Expenditures							
ACCOUNTANT	3,500.00	3,500.00	2,320.00	0.00	0.00	1,180.00	66.3
CONSTRUCTION	0.00	0.00	2,384.18	0.00	0.00	-2,384.18	0.0
STREET-ROUTINE MAINT.	134,645.00	134,645.00	73,442.04	7,071.85	0.00	61,202.96	54.5
TRAFFIC SERVICES	7,400.00	7,400.00	3,178.44	1,856.18	0.00	4,221.56	43.0
SNOW PLOWING	74,350.00	74,350.00	48,286.12	26,039.36	0.00	26,063.88	64.9
STORM SEWER	13,500.00	13,500.00	5,474.07	237.36	0.00	8,025.93	40.5

Expenditures 233,395.00 233,395.00 135,084.85 35,204.75 0.00 98,310.15 57.9

EXPENDITURE REPORT  
 FINANCIAL REPORT FOR FEB 2015

City of South Lyon

For the Period: 7/1/2014 to 2/28/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 592 - WATER & SEWER							
Expenditures							
WATER/SEWER CONSTRUCTION	0.00	0.00	306,541.70	0.00	0.00	-306,541.70	0.0
WATER / REPAIR	151,100.00	151,100.00	63,172.79	12,090.86	0.00	87,927.21	41.8
SEWER / REPAIR	124,500.00	124,500.00	119,061.68	10,620.32	0.00	5,438.32	95.6
REFUSE COLLECTION	490,000.00	490,000.00	329,776.03	41,239.73	0.00	160,223.97	67.3
WATER	902,212.00	902,212.00	972,048.05	95,635.21	0.00	-69,836.05	107.7
WASTEWATER	1,167,734.00	1,167,734.00	1,204,429.02	138,568.51	0.00	-36,695.02	103.1
Expenditures	2,835,546.00	2,835,546.00	2,995,029.27	298,154.63	0.00	-159,483.27	105.6

# **AGENDA NOTE**

Old Business: Item #1

**MEETING DATE:** March 9, 2015

**PERSON PLACING ITEM ON AGENDA:**

**AGENDA TOPIC:** Revised PD Agreement for Knolls of South Lyon

**EXPLANATION OF TOPIC:**

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Revised PD Agreement for Knolls of South Lyon

**POSSIBLE COURSES OF ACTION:**

**RECOMMENDATION:**

**SUGGESTED MOTION:**

**KNOLLS OF SOUTH LYON  
PLANNED DEVELOPMENT AGREEMENT**

**Entered into between:**

**The City of South Lyon, a Michigan municipal corporation**

**and**

**Oakland Forty Group, LLC**

**Dated: ~~March~~ January \_\_\_\_\_, 2015**

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## **KNOLLS OF SOUTH LYON**

### **PLANNED DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ of January 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"), 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. Developer may request that the City accept dedication of the completed concrete roads within a particular phase of the Development after completion of thereof and after City inspection and approval thereof as contemplated in Section 14B of this Agreement. In addition, 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 five (25) 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 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 five-(25) 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 final approval 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/100<sup>th</sup> 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, landscaping, street trees, et cetera in accordance with the Planned Development Agreement and Development Documents. After a 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.

## **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



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

2015-01-19 Knolls of South Lyon PD Agmt - d14 clean w TOC.docx

Draft

EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

Draft

EXHIBIT B  
APPROVED FINAL (STAGE II) SITE PLAN

Draft

Draft

EXHIBIT D  
LEGAL DESCRIPTION OF OPEN SPACES AND NATURAL AREAS

Draft

EXHIBIT E  
HOME AND FLOOR PLANS AND ELEVATION DRAWINGS

Draft

# **AGENDA NOTE**

New Business Item #:

**MEETING DATE:** March 9, 2015

**PERSON PLACING ITEM ON AGENDA:** Robert J. Martin, Department of Public Works

**AGENDA TOPIC:** Purchase of a John Deere 1575 Terrain Cut with Comfort Cab with attachments.

## **EXPLANATION OF TOPIC:**

It is time to add a utility tractor to the DPW fleet. This vehicle will accompany an existing 2001 John Deere 1445 Tractor. We use this for multi purposes (snow removal, sidewalk or street sweeping, for the bike path and lawn mowing in tight areas). When going out for quotes for this piece of equipment, we discovered that John Deere has discontinued the 1445 model and it is now replaced by a 1575 model. This is a slightly larger unit with more horse power and will perform all necessary duties. Enclosed are only two (2) quotes; John Deere Bader and Sons along with a Kubota brand Model V1505 sold by Foote Tractor.

Normally Weingartz would quote on this product but we were informed they no longer have the commercial contract to sell John Deere products. Upon researching both units, the department would prefer the John Deere 1575 although this unit will cost \$472.50 more. This unit fits our needs along with having a current inventory of parts. The Kubota Model V1505 unit comes with a 51" wide two-stage snow blower as compared to the John Deere's 47" Heavy Duty two-stage snow blower which is a better fit for the width of City sidewalks.

In FY 2014-2015 budget a new salt truck was budgeted (\$128,000) for in 641 Vehicle Equipment Replacement and due to the cost of a new salt spreader we did not purchase it. We have used these funds to purchase the mini dump and other needed equipment for the department going forward.

## **MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:**

Quotes from both John Deere Bader and Sons (photo attached) and Kubota Foote Tractor.

## **POSSIBLE COURSES OF ACTION:**

To approve or not approve the purchase of a John Deere 1575 Terrain Cut with Comfort Cab from Bader and Sons for the price of **\$42,105.52**.

## **RECOMMENDATION:**

To purchase a John Deere 1575 Terrain Cut with Comfort Cab from Bader and Sons.

Bader and Sons  
John Deere 1575/Attachments  
**\$42,105.52**

Foote Tractor  
Kubota – Model V1505  
**\$41,633.00**

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the purchase of a John Deere 1575 Terrain Cut with Comfort Cab and Attachments from Bader and Sons for the amount of **\$42,105.52**.

03-09-15





**JOHN DEERE**

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**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Bader & Sons Co.  
28342 Pontiac Trail  
South Lyon, MI 48178  
248-437-2091  
czaske@greentractors.com

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**Price Effective Date:** June 30, 2014

JOHN DEERE 47 In. Heavy-Duty Two-Stage Snow Blower (For 1550 TerrainCut Front Mowers, 1400 Series II and Non-Series II Front Mowers) \$ 3,491.18 X 1 = \$ 3,491.18

**Contract:** 071B0200317\_Agricultural, Grounds, and Roadside Equipment  
**Price Effective Date:** June 30, 2014

**Equipment Total** **\$ 42,105.52**

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\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 42,105.52
Trade In	
SubTotal	<b>\$ 42,105.52</b>
Total	\$ 42,105.52
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 42,105.52</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

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**JOHN DEERE**

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Bader & Sons Co.  
28342 Pontiac Trail  
South Lyon, MI 48178  
248-437-2091  
czaske@greentractors.com

**Quote Summary**

**Prepared For:**  
City Of South Lyon  
MI

**Delivering Dealer:**  
**Bader & Sons Co.**  
Erich Petzold  
28342 Pontiac Trail  
South Lyon, MI 48178  
Phone: 248-437-2091  
epetzold@greentractors.com

**Quote ID:** 11021575  
**Created On:** 04 March 2015  
**Last Modified On:** 04 March 2015  
**Expiration Date:** 01 May 2015

<b>Equipment Summary</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
JOHN DEERE 1575 TerrainCut with ComfortCab Commercial Front Mower (Less Mower Deck) <b>Contract:</b> 071B0200317_Agricultural, Grounds, and Roadside Equipment <b>Price Effective Date:</b> June 30, 2014	\$ 29,051.33 X	1 =	\$ 29,051.33
Double Spool Auxiliary Hydraulic Kit <b>Contract:</b> 071B0200317_Agricultural, Grounds, and Roadside Equipment <b>Price Effective Date:</b> June 30, 2014	\$ 617.92 X	1 =	\$ 617.92
JOHN DEERE 72SD DECK (DOM) FRONT MOWER <b>Contract:</b> 071B0200317_Agricultural, Grounds, and Roadside Equipment <b>Price Effective Date:</b> June 30, 2014	\$ 3,685.99 X	1 =	\$ 3,685.99
JOHN DEERE 60 In. Heavy-Duty Hydraulic Angling Front Blade (For 1500 TerrainCut Front Mowers, 1400/1500 Series II and Non-Series II Front Mowers) <b>Contract:</b> 071B0200317_Agricultural, Grounds, and Roadside Equipment <b>Price Effective Date:</b> June 30, 2014	\$ 1,501.50 X	1 =	\$ 1,501.50
JOHN DEERE 60 Heavy-Duty Rotary Broom (For 1500 TerrainCut, 1400/1500 Series II and Non-Series II Front Mowers) <b>Contract:</b> 071B0200317_Agricultural, Grounds, and Roadside Equipment	\$ 3,757.60 X	1 =	\$ 3,757.60

**Salesperson : X \_\_\_\_\_** **Accepted By : X \_\_\_\_\_**



**JOHN DEERE**

# Selling Equipment

Quote Id: 11021575    Customer Name:

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Bader & Sons Co.  
28342 Pontiac Trail  
South Lyon, MI 48178  
248-437-2091  
czaske@greentractors.com

## JOHN DEERE 1575 TerrainCut with ComfortCab Commercial Front Mower

Hours:

Stock Number:

Contract: 071B0200317\_Agricultural, Grounds, and  
Roadside Equipment

Selling Price \*  
\$ 29,051.33

Price Effective Date: June 30, 2014

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2441TC	1575 TerrainCut with ComfortCab Commercial Front Mower (Less Mower Deck)	1	\$ 37,729.00	23.00	\$ 8,677.67	\$ 29,051.33	\$ 29,051.33

### Standard Options - Per Unit

001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

**Suggested Price**

**\$ 29,051.33**

<b>Total Selling Price</b>	<b>\$ 37,729.00</b>	<b>\$ 8,677.67</b>	<b>\$ 29,051.33</b>	<b>\$ 29,051.33</b>
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## Double Spool Auxiliary Hydraulic Kit

Equipment Notes:

Hours:

Stock Number:

Selling Price \*  
\$ 617.92

Contract: 071B0200317\_Agricultural, Grounds, and  
Roadside Equipment

Price Effective Date: June 30, 2014

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
BTC105 29	Double Spool Auxiliary Hydraulic Kit	1	\$ 802.50	23.00	\$ 184.58	\$ 617.92	\$ 617.92



## - Standard Features -

## - Custom Options -



F Series F3680

PLEASE CONTACT YOUR AUTHORIZED  
KUBOTA DEALER FOR AVAILABILITY AS  
QUANTITIES ARE LIMITED.

\* \* \* EQUIPMENT IN STANDARD MACHINE \* \* \*

**DIESEL ENGINE**

Model # V1505  
4 Cyl., 91.4 cu in  
^ 36 Gross Eng. HP  
@ 3000 Eng. rpm  
Alternator - 40 Amps  
Hand Throttle  
Dual Element Air Cleaner and  
Air Restriction Indicator

**OPERATING FEATURES**

Tilt Steering Wheel  
Power Steering  
Deluxe Adj. Suspension Seat  
w/4  
Controls  
Auto-Assist 4WD  
(Forward/Reverse)  
Full-time 4WD

**HYDRAULICS**

Open Center - Gear Type  
2 Point Hitch Lift  
Cap at Lift Point - 573 lbs  
8.6 gpm Hyd. Pump Cap  
6 gpm remote outlet  
^ Manufacturer Estimate

**HYD. INDEPENDENT PTO**

Hyd. Multi-Disc  
Single Speed PTO  
2545 rpm @ 3000 Engine rpm

**SELECTED TIRES**

AR8641 & AF9398A TURF TIRES  
FRONT - 24x12.00-12 R3 Maxxis Pro Tech  
REAR - 18x9.50-8 R3 Kenda Super Turf K500

**TRANSMISSION**

Dual-Acting Overrunning Clutch  
Hydrostatic Drive  
Forward Speed - 0 - 12.5 mph  
Reverse Speed - 0 - 6.8 mph  
Front Differential Lock

**FLUID CAPACITY**

Fuel Tank 16.1 gal  
Cooling System 5.5 qts  
Engine Oil 5.3 qts  
Transmission and 14.8 qts  
Hydraulics

**SAFETY EQUIPMENT**

2 Post Foldable ROPS  
w/Retractable  
Seat Belt  
Safety Start Switch  
Operator Presence Control  
Parking Brake  
Overheat Alarm Buzzer

**INSTRUMENTS**

Hour Meter  
Electric Fuel Gauge  
Temperature Gauge  
Easy Checker™  
Oil Light  
Charge Light  
Glow Plug Light

F3680 Base Price: \$21,071.00

(1) 72" SIDE DISCHARGE MOWER RCK72P-F36-72" SIDE DISCHARGE MOWER	\$4,170.00
(1) STANDARD HARD CAB F5205-STANDARD HARD CAB	\$3,219.00
(1) CAB HEATER KIT FOR F80 SERIES F5202A-CAB HEATER KIT FOR F80 SERIES	\$427.00
(1) WORK LIGHT KIT (ROPS MOUNT) F8255-WORK LIGHT KIT (ROPS MOUNT)	\$100.00
(1) MALE QUICK HITCH-F80/F60 SERIES F5212-MALE QUICK HITCH-F80/F60 SERIES	\$294.00
(1) REMOTE HYDRAULIC KIT F5218-REMOTE HYDRAULIC KIT	\$170.00
(1) HYDRAULIC VALVE FOR IMPLEMENTS WITHOUT CATCHER F8283-HYDRAULIC VALVE FOR IMPLEMENTS WITHOUT CATCHER	\$440.00
(4) FRONT WEIGHT BOLT KIT (REAR FOR F) BL8062-FRONT WEIGHT BOLT KIT (REAR FOR F)	\$24.00
(1) FRONT WEIGHT BRACKET BX8064A-FRONT WEIGHT BRACKET	\$103.00
(4) FRONT SUITCASE WEIGHT BL8060-1-FRONT SUITCASE WEIGHT	\$284.00
(1) 51" TWO STAGE SNOWBLOWER F5220B-51" TWO STAGE SNOWBLOWER	\$3,617.00
(1) ELECTRIC CHUTE DEFLECTION KIT FOR 51" OR 64" SNOW BLOWER B2516-ELECTRIC CHUTE DEFLECTION KIT FOR 51" OR 64" SNOW BLOWER	\$597.00
(1) 60" FRONT BLADE B2765A-60" FRONT BLADE	\$1,647.00
(1) 1/2 PTO SHAFT KIT FOR DEBRIS BLOWER & ROTARY SWEEPER F2523B-1/2 PTO SHAFT KIT FOR DEBRIS BLOWER & ROTARY SWEEPER	\$185.00
(1) 60" ROTARY SWEEPER L2162-60" ROTARY SWEEPER	\$3,539.00
(1) DUST DEFLECTOR KIT FOR 60" ROTARY SWEEPER L2168-DUST DEFLECTOR KIT FOR 60" ROTARY SWEEPER	\$153.00
(1) ENGINE TACHOMETER F8285-ENGINE TACHOMETER	\$293.00
2Yr F3680 Extended Warranty	\$1,300.00

Suggested List Price w/ Options: \$41,633.00

\*Taxes, shipping & handling, surcharges, assembly charges, destination, freight and/or delivery charges are not included.

This MSRP configuration program is for informational purposes only. In all instances, the user of this program must consult with an authorized Kubota Dealer for complete purchase, warranty and safety information. Special pricing and promotions may be available on certain models. See your Kubota Dealer for details and individual Dealer product pricing. All prices are shown in U.S. Dollars. Quotes are for products sold in the United States only.

# **AGENDA NOTE**

New Business Item #:

**MEETING DATE:** March 9, 2015

**PERSON PLACING ITEM ON AGENDA:** Robert J. Martin, Department of Public Works

**AGENDA TOPIC:** Purchase of a Dump Body Replacement for two (2) DPW trucks.

## **EXPLANATION OF TOPIC:**

The DPW has an inventory of nine (9) vehicles (3 Pick-Ups, 2 Mini Dumps and 4 Salt Trucks). These vehicles are used throughout the year under extreme conditions. It is not necessary to replace these vehicles, but it is time to replace the dump box on two (2) of them. I am proposing to purchase two (2) dump bodies; 1 steel box for the large tandem wheel 2000 Volvo salt spreader which will bring this vehicle back to working order. The other is for the 2007 F350 mini dump; this will be replaced with a stainless steel dump body (see enclosed memo on bed comparisons).

In acquiring this type of equipment replacement, there are very few companies offering this type of product. Therefore we use Knapheide Truck Equipment and this is the reason for one quote with this agenda item.

In FY 2014-2015 budget a new salt truck was budgeted (\$128,000) for in 641 Vehicle Equipment Replacement and due to the cost of a new salt spreader we did not purchase it. We have used these funds to purchase the mini dump and other needed equipment for the department going forward.

## **MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:**

Quotes for both T-12 tandem 2000 Volvo Salt Spreader (\$18,806) and a 2007 F-350 mini dump (\$11,780). Enclosed is a memo on steel vs. aluminum vs. stainless steel dump bodies and a photo of the box for the mini dump. Also attached is the FY 2014-2015 Budget for Vehicle/ Equipment Replacement.

## **POSSIBLE COURSES OF ACTION:**

To approve or not approve the purchase of Replacement Dump Boxes for the T-12 tandem 2000 Volvo Salt Spreader (\$18,806) and the T-6 2007 F-350 Mini Dump (\$11,780).

## **RECOMMENDATION:**

To purchase Replacement Dump Boxes for the T-12 tandem 2000 Volvo Salt Spreader (\$18,806)

and the T-6 2007 F-350 Mini Dump (\$11,780) for a total cost of **\$30,586** from Knapheide Truck Equipment.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the purchase of Replacement Dump Boxes for the T-12 tandem 2000 Volvo Salt Spread at **\$18,806** and the T-6 2007 F-350 Mini Dump at **\$11,780** for a total cost of **\$30,586**.

03-09-15

***City of South Lyon Fleet Repair***

# Memo

**Date: 12/2/2014**

**To: Bob Martin**

**Cc: file**

**From: Doug**

**Re: steel vs aluminum vs stainless steel dump bodies**

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Over the last 20yrs we have shown that steel dump bodies don't hold up. We are replacing them between 5-8yrs because they are rusting out so bad that tailgates are falling off, patching on top of patches & paint is gone so they look like crap along with other problems with them.

We started buying stainless steel salt spreaders and they were holding up great so we tried a stainless dump body on a 2003 salt truck and to this day it looks the same as it did when delivered. As of right now we have 3 salt trucks and 1 little dump with stainless steel bodies and all of our salt spreaders are stainless steel two of them over 12yrs old and still look great.

A stainless body is about \$2000.00 more than a steel body but you have it for the life of the truck.

Aluminum bodies are lighter and are about the same cost as stainless body but they will pit, get a chalk like look to it and will get corrosion kind of like rust. Also aluminum bodies will not take the abuse of broken concrete being dumped in and some of the other day to day stuff the DPW gets into.





**KNAPHEIDE TRUCK EQUIPMENT**

**1200 S. AVERILL AVE \* FLINT, MI 48503 \* 800-589-9100 \* FAX 855-629-0755**

**\*\*\*\*\* Quality for over 50 years \*\*\*\*\***

**February 18, 2015**

**City of South Lyon  
23500 Dixboro Road  
South Lyon, MI 48178  
Water Department.**

**Attention: Doug**

**Phone: 248-437-4006**

**Fax: 248-437-0449**

**P.O.# Salesman: Jim Fountain Terms: NET 30 DAYS VIN:**

**Truck Year: Make: Model: Tandem**

**C/T/A "**

**Chassis Available: NOW Delivery Promise: 90-120 DAYS ARO**

**FOB: CUSTOMER**

**QUOTATION**

Remove, dispose of, and replace existing Galion dump body

Replacement body built to match existing body.

AR450 body with AR450 floor.

New electric automatic in tarp system with mesh tarp.

New wire harness, with new L.E.D. tail lights, new amber L.E.D. warning lights,  
new L.E.D. amber mini light bar on cab shield.

Utilize the existing subframe, Galion hoist, and rear hinge blocks.

Painted one solid color.

Lead-times on either body will be approximately 90-120 days ARO.

**MUNICIPAL PRICE NOT INSALLED:**

**\$ 18,806.00**

**QUOTED BY: Jim Fountain cell # 810-620-0755 fax # 855-629-0755**

**Email: [jfountain@knapheide.com](mailto:jfountain@knapheide.com)**



**KNAPHEIDE TRUCK EQUIPMENT**

**1200 S. AVERILL AVE \* FLINT, MI 48503 \* 800-589-9100 \* FAX 855-629-0755**

**\*\*\*\*\* Quality for over 50 years \*\*\*\*\***

**February 5, 2015**

**City of South Lyon  
23500 Dixboro Road  
South Lyon, MI 48178  
Water Department.**

**Attention: Doug**

**Phone: 248-437-4006**

**Fax: 248-437-0449**

---

P.O.#	Salesman: Jim Fountain	Terms: NET 30 DAYS	VIN:	
Truck Year:	Make:	Model: ONE TON 4X4	CA: 60"	
Chassis Available: NOW	Delivery Promise: 90-120 DAYS ARO	FOB: CUSTOMER		

---

**QUOTATION**

Remove, dispose of, and replace existing Henderson MKIII dump body  
Replacement body built to match existing body.  
201SS body with AR400 floor.  
New manual pull out crank in tarp system with mesh tarp.  
New wire harness, with new L.E.D. tail lights, new amber L.E.D. warning lights,  
new L.E.D. amber mini light bar on cab shield.  
Utilize the existing subframe, Mailhot hoist, and rear hinge blocks.  
Install new poly fenders over rear wheels.

Lead-times on either body will be approximately 90-120 days ARO.

**MUNICIPAL PRICE NOT INSALLED:**

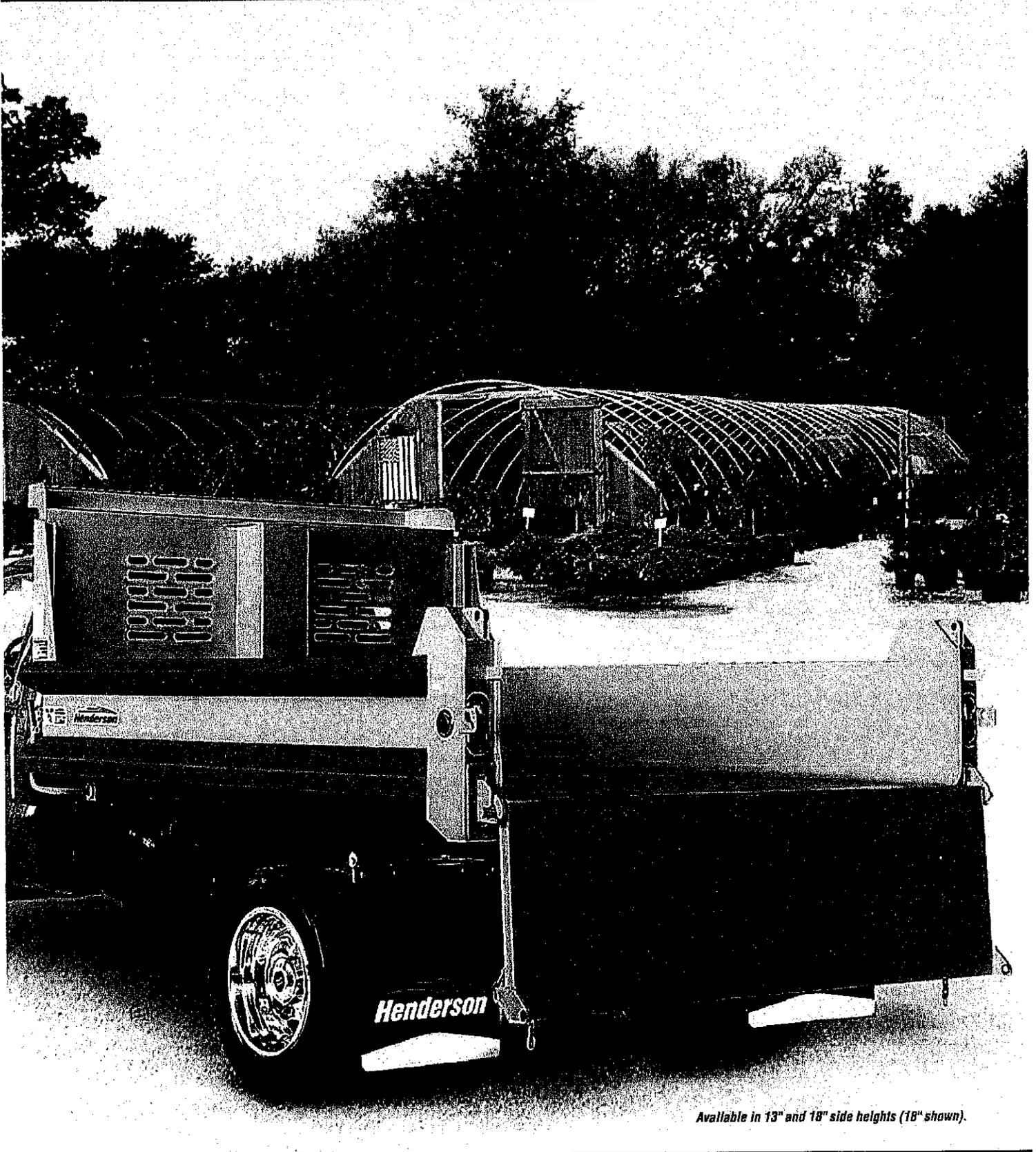
**\$ 11,780.00**

**QUOTED BY: Jim Fountain cell # 810-620-0755 fax # 855-629-0755**  
**Email: [jfountain@knapheide.com](mailto:jfountain@knapheide.com)**

# THE MARK THREE™

Utility-sized dump body for unsurpassed versatility.

**Henderson**



*Available in 13" and 18" side heights (18" shown).*

Mini Dump

# AGENDA NOTE

New Business: Item \_\_\_\_\_

**MEETING DATE:** March 9, 2015

**PERSON PLACING ITEM ON AGENDA:** Recommendation from Planning Commission

**AGENDA TOPIC:** First reading of Zoning Ordinance Amendment adding regulations concerning the medical use of marihuana and related land uses and activities.

## **EXPLANATION OF TOPIC:**

In November 2008, the State of Michigan, by voter initiative, approved the medical use of marihuana, and the Michigan Legislature enacted initiated law 1 of the Public Acts of 2008, MCL 333.26421 et seq, known as the Michigan Medical Marihuana Act (MMMA). "Although marijuana remains illegal in Michigan, the MMMA allows the medical use of marijuana by a limited class of individuals." *People v Mazur*, 2014 WL 1321014 (Mich App, April 1, 2014 unpublished). "The MMMA created an exception to the Public Health Code's prohibition on the use of controlled substances by permitting the medical use of marijuana when carried out in accordance with the MMMA's provisions." *People v Bylsma*, 493 Mich 17 (2012). The MMMA's protections are limited to individuals suffering from serious or debilitating medical conditions or symptoms, to the extent that the individuals' marijuana use is carried out in accordance with the provisions of the MMMA." *People v Carruthers*, 301 Mich App 590, 597 (2013).

The Michigan Supreme Court first addressed the MMMA in *People v Kolanek*, 491 Mich 382 (2012) and emphasized that the MMMA exists only as an exception to, and not a displacement of, the Public Health Code:

The MMMA does *not* create a general right for individuals to use and possess marijuana in Michigan. Possession, manufacture, and delivery of marijuana remain punishable offenses under Michigan law. Rather, the MMMA's protections are limited to individuals suffering from serious or debilitating medical conditions or symptoms, to the extent that the individuals' marijuana use is carried out in accordance with the provisions of the MMMA." (Emphasis in original).

The MMMA "affords certain protections under state law for the medical use of marijuana in the State of Michigan. Among them is §4(a) of the MMMA, which immunizes registered qualifying patients from 'penalty in any manner' for specified MMMA-compliant medical marijuana use." *Ter Beek v Wyoming*. (citing MCL 333.26424(a)).

Thus, the MMMA provides registered qualifying patients and primary caregivers with immunity from and affirmative defenses to prosecution and other legal and administrative actions when their medical marihuana activities are in compliance with the MMMA. While not integral to the enclosed proposed amendment, the following list provides additional information regarding the MMMA and highlights some of the more significant requirements qualifying patients and primary caregivers must comply with:

- i. A qualifying patient must have been diagnosed by a physician as having a debilitating medical condition. See, MCL 333.26423(b) and (i). The following are included in the definition of "debilitating condition": cancer, glaucoma, positive status for human immunodeficiency virus, acquired immune deficiency syndrome, hepatitis C, amyotrophic lateral sclerosis, Crohn's disease, agitation of Alzheimer's disease, nail patella, or the treatment of these conditions.
- ii. Qualifying patients and primary caregivers must be registered with the Michigan Department of Licensing and Regulatory Affairs and be issued and possess a registry identification card. See, MCL 333.26423(j) and MCL 333.26424(a) and (b).
- iii. A qualifying patient may not possess more than 2.5 ounces of usable marihuana and 12 marihuana plants kept in an enclosed, locked facility. See, MCL 333.26424(a).
- iv. A primary caregiver may not possess more than 2.5 ounces of usable marihuana and 12 marihuana plants for up to 5 registered qualifying patients who have also designated the primary caregiver to assist them. Thus, a primary caregiver could have up to 72 marihuana plants in an enclosed locked facility (12 plants of his/her own as a qualifying patient and 12 plants for up to 5 other qualifying patients). See, MCL 333.26424(b).
- v. An enclosed, locked facility is defined as:

A closet, room, or other comparable, stationary, and fully enclosed area equipped with secured locks or other functioning security devices that permit access only by a registered primary caregiver or registered qualifying patient. Marihuana plants grown outdoors are considered to be in an enclosed, locked facility if they are not visible to the unaided eye from an adjacent property when viewed by an individual at ground level or from a permanent structure and are grown within a stationary structure that is enclosed on all sides, except for the base, by chain-link fencing, wooden slats, or a similar material that prevents access by the general public and that is anchored, attached, or affixed to the ground; located on land that is owned, leased, or rented by either the registered qualifying patient or a person designated through the departmental registration process as the primary caregiver for the registered qualifying patient or patients for whom the marihuana plants are grown; and equipped with functioning locks or other security devices that restrict access to only the registered qualifying patient or the registered primary caregiver who owns, leases, or rents the property on which the structure is located. Enclosed, locked facility includes a motor vehicle if both of the following conditions are met:

(1) The vehicle is being used temporarily to transport living marihuana plants from 1 location to another with the intent to permanently retain those plants at the second location.

(2) An individual is not inside the vehicle unless he or she is either the registered qualifying patient to whom the living marihuana plants belong or the individual designated through the departmental registration process as the primary caregiver for the registered qualifying patient. See, MCL 333.26423(d).

- vi. A primary caregiver may assist not more than 5 qualifying patients. Rule 333.115(1).

- vii. A primary caregiver may receive compensation for costs associated with assisting a registered qualifying patient in the medical use of marihuana and such compensation shall not constitute the sale of a controlled substance. See, MCL 333.26424(e); Rule 333.115(2).
- viii. There is a presumption that a qualifying patient or primary caregiver is engaged in the medical use of marihuana in accordance with this act if the qualifying patient or primary caregiver: (1) is in possession of a registry identification card; and (2) is in possession of an amount of marihuana that does not exceed the amount allowed under this act.

The presumption may be rebutted by evidence that conduct related to marihuana was not for the purpose of alleviating the qualifying patient's debilitating medical condition or symptoms associated with the debilitating medical condition, in accordance with this act. See, MCL 333.26424(d).

- ix. The medical use of marihuana is allowed under state law to the extent that it is carried out in accordance with the provisions of this act. See, MCL 333.26427(a).
- x. The MMMA does not authorize or permit any person to do any of the following:
  - a. Undertake any task under the influence of marihuana, when doing so would constitute negligence or professional malpractice;
  - b. Possess marihuana, or otherwise engage in the medical use of marihuana: 1) in a school bus; 2) on the grounds of any preschool or primary or secondary school; or 3) in any correctional facility;
  - c. Smoke marihuana: 1) on any form of public transportation; 2) in any public place;
  - d. Operate, navigate, or be in actual physical control of any motor vehicle, aircraft, or motorboat while under the influence of marihuana;
  - e. Use marihuana if that person does not have a serious or debilitating medical condition;
- xi. Nothing in the MMMA requires:
  - a. A government medical assistance program or commercial or non-profit health insurer to reimburse a person for costs associated with the medical use of marihuana;
  - b. An employer to accommodate the ingestion of marihuana in any workplace or any employee working while under the influence of marihuana.
- xii. Fraudulent representation to a law enforcement official of any fact or circumstance relating to the medical use of marihuana to avoid arrest or prosecution shall be punishable by a fine of \$500.00, which shall be in addition to any other penalties that may apply for making a false statement or for the use of marihuana other than use undertaken pursuant to this act.

This City Council extended its original 6-month moratorium on medical and it will expire on May 27, 2015.

Last year the Michigan Supreme Court opinion in *TerBeek v Wyoming*, 495 Mich 1 (2014) held that a local ordinance may not prohibit activity allowed under the MMMA, but it also acknowledged that local governments are not precluded from all regulation of medical marihuana activities. Note, the *TerBeek* opinion did not address the extent to which local governments may regulate medical marihuana activities. Given the recent opinion in *TerBeek* in which the Michigan Supreme Court acknowledged local governments' authority to regulate medical marihuana activities in a way that is consistent with the MMMA, the proposed amendment is being provided for consideration.

Please note that the while the *TerBeek* opinion acknowledges local communities' authority to regulate medical marihuana in some manner, it did not address the extent to which communities may regulate medical marihuana activities before being preempted by the MMMA. Thus, any ordinance regulating medical marihuana could be challenged. Nonetheless, the proposed amendment recognizes the MMMA and citizens' rights to engage in medical marihuana activities in compliance with the MMMA and the ordinance.

The proposed ordinance amendment distinguishes between qualifying patient activities which are limited to 12 plants and other marihuana for his or her own use from primary caregiver medical marihuana activities where a primary caregiver is allowed to assist up to five qualifying patients and grow plants and possess marihuana for medical use by him or herself and the five qualifying patients which is up to 72 plants.

The proposed ordinance amendment permits medical marihuana caregiver growing facilities in the I-1 and I-2 zoning districts as permitted uses subject to special conditions. A medical marihuana caregiver growing facility involves the growing of more than 12 and up to 72 plants by a registered primary caregiver to assist up to 5 qualifying patients. A medical marihuana caregiver growing facility requires review and approval by the Planning Commission as a special land use for compliance with the Zoning Ordinance and the proposed ordinance. Basically, this ordinance recognizes that the MMMA allows caregivers to grow up to 72 plants, and this ordinance allows this activity and land use, if done in compliance with the MMMA, in the I-1 and I-2 districts and subject to special conditions to minimize any impacts and nuisance.

The proposed ordinance amendment also allows a qualified patient to grow up to 12 marihuana plants for his or her own use in his or her own residential dwelling in compliance with the MMMA. This does not require any approval by the Planning Commission. Building and Fire Codes must be complied with.

The following is a brief summary of the new ordinance sections:

Section 102-494 - Intent

Section 102-495 - Definitions

Section 102-496 - Compliance with Act and state rules and regulations

Section 102-497 - Locations

Section 102-498 - Additional special land use application information

Section 102-499 - Medical marihuana caregiver growing facility regulations

Section 102-500 - Qualifying patient regulations

Section 102-501 - Prohibited uses

Section 102-502 - Limitation

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:**

Proposed Zoning Ordinance Amendment

**POSSIBLE COURSES OF ACTION:** approve/deny first reading of proposed ordinance amendment

**RECOMMENDATION:** approve the first reading of the proposed zoning ordinance amendment

**SUGGESTED MOTION:** I move that Council approve the first reading of the proposed zoning ordinance amendment to add Sections 102-494 through 102-502 to the City of South Lyon Zoning Ordinance setting forth regulations concerning the medical use of marihuana and related land uses and activities.

ORDINANCE NO. \_\_-15

CITY OF SOUTH LYON  
OAKLAND COUNTY, MICHIGAN

AN ORDINANCE TO AMEND THE CITY OF SOUTH LYON CODE OF ORDINANCES, CHAPTER 102 – ZONING, ARTICLE VII – SUPPLEMENTARY DISTRICT REGULATIONS, BY ADDING DIVISION 5, SECTIONS 102-494 THROUGH 102-502, SETTING FORTH REGULATIONS CONCERNING THE MEDICAL USE OF MARIHUANA AND RELATED LAND USES AND ACTIVITIES

THE CITY OF SOUTH LYON ORDAINS:

**PART I. Amendment to Chapter 102, Article VII.** Chapter 102 – Zoning, Article VII – Supplementary District Regulations, of the City of South Lyon Code of Ordinances is amended to add the following:

DIVISION V. – REGULATIONS CONCERNING MEDICAL USE OF MARIHUANA AND RELATED LAND USES AND ACTIVITIES

Sec. 102-494. – Intent.

- (a) The City of South Lyon recognizes that the citizens of the State of Michigan, by initiative, approved the medical use of marihuana and the possession of marihuana for such purposes by persons suffering from debilitating conditions defined in the Michigan Medical Marihuana Act, Initiated Law 1 of 2008, MCL 333.26421 to 333.26430 (the "Act"). In addition, the Act authorizes registered qualifying patients to be assisted in such use by registered primary caregivers. The medical use of marihuana is a unique land use with ramifications not addressed by more traditional zoning regulations. This Ordinance is intended to address the medical use of marihuana and related land uses and activities within the City and to provide appropriate and reasonable zoning regulations of the medical use of marihuana allowed by the Act.
- (b) Also, although some specific medical uses of marihuana are allowed by the Act, marihuana remains a class 1 controlled substance under federal and state law, and the use, possession, and manufacture of marihuana remains illegal. Nothing in this Ordinance grants, nor shall anything in this Ordinance be construed as granting, immunity from or affirmative defenses against criminal or other prosecution under state laws or local ordinances, including without limitation this Ordinance, for the acquisition, cultivation, manufacture, use, internal possession, delivery, transfer or transportation, sale, distribution, or possession of marihuana which is not in strict compliance with the Act and the General Rules of the Michigan Department of Licensing and Regulatory Affairs (LARA), or other applicable department of the State of Michigan. Also, since federal law is not affected by the Act or LARA's General Rules, nothing in this Ordinance is intended to grant, nor shall anything in this Ordinance be construed as granting, immunity from or an affirmative defense against criminal prosecution under federal law. Moreover, nothing in this Ordinance shall be construed or interpreted as endorsing,

aiding, or abetting violations of federal, state, or local laws. The Act and this Ordinance do not protect qualifying patients, primary caregivers, users, or the owners of properties on which the medical use of marihuana occurs from federal prosecution, or from having property seized by federal or state authorities under the federal Controlled Substances Act or other federal laws.

- (c) Nothing in this Ordinance allows, nor shall anything in this Ordinance be construed as allowing, persons to engage in conduct that endangers others or causes a nuisance, or to allow use, possession, control, or the manufacture of marihuana for non-medical purposes or to allow activity relating to cultivation, manufacture, distribution, use or consumption of marihuana that is otherwise illegal.

Sec. 102-495. – Definitions.

The following words and phrases shall have the following definitions when used in this Ordinance.

- (a) Words and phrases contained in the Act. This Ordinance contains some words and phrases that are defined in the Act. As used in this Ordinance, they have the same meaning as provided in the Act, except that if at any time the definition of a word or phrase set forth below conflicts with the definition in the Act, then the definition in the Act shall apply. These words and phrases are as follows:

- i. "Department" means the State of Michigan department of licensing and regulatory affairs.
- ii. "Marihuana" means that term as defined in Section 7106 of the Public Health Code, 1978 PA 368, MCL 333.7106.
- iii. "Medical use" means the acquisition, possession, cultivation, manufacture, use, internal possession, delivery, transfer, or transportation of marihuana or paraphernalia relating to the administration of marihuana to treat or alleviate a registered qualifying patient's debilitating medical condition or symptoms associated with the debilitating medical condition.
- iv. "Primary caregiver" means a person who is at least 21 years old and who has agreed to assist with a patient's medical use of marihuana and who has never been convicted of a felony involving illegal drugs, as defined in the Act.
- v. "Qualifying patient" means a person who has been diagnosed by a physician as having a debilitating medical condition in accordance with the Act.
- vi. "Registry identification card" means a document issued by the State of Michigan that identifies a person as a registered qualifying patient or a registered primary caregiver.

- (b) Other words and phrases. The words and phrases in this subsection, as used in this Ordinance, shall have the following meanings:

- i. "Child care organization" means a governmental or non-governmental organization having as its principal function receiving minor children for care, maintenance, training, and supervision. Child care organizations include organizations commonly described as child care institutions, child placing agencies , children's camps, children's campsites, children's therapeutic group homes, child care centers, day care centers, nursery schools, parent cooperative preschools, foster homes, group homes or child care homes as defined in 1973 PA 116, MCL722.111, as amended.
- ii. "Marihuana" or "medical marihuana" means that term as defined in Section 7106 of the Public Health Code, 1978 PA 368, MCL 333.7106, as amended.
- iii. "Medical marihuana caregiver growing facility" means a property, parcel, premises, building or structure from where no more than one (1) primary caregiver cultivates, grows, manufactures, processes and/or stores or holds medical marihuana for up to five (5) qualifying patients to whom he or she is connected through the department's registration process in compliance with the Act and this Ordinance.
- iv. "Michigan Medical Marihuana Act" and "Act" mean the Michigan Medical Marihuana Act, MCL 333.26421 et seq.

Sec. 102-496. – Compliance with state rules and regulations.

The medical use of marihuana shall comply at all times and in all circumstances with the Act and the general rules of the Department and this Ordinance, as amended from time to time.

Sec. 102-497. – Locations.

- (a) A medical marihuana caregiver growing facility shall be allowed only in the I-1 Light Industrial and I-2 General Industrial zoning districts as a use permitted subject to special conditions as provided for in this Ordinance and subject to review and approval by the Planning Commission pursuant to the special land use procedures provided for in Section 102-66, as amended from time to time, and this ordinance.
- (b) No medical marihuana caregiver growing facility shall be located within one thousand (1,000) feet of a parcel on which a public or private elementary or secondary school, child care organization, place of worship, public or private park, or another medical marihuana caregiver growing facility is located.
- (c) No medical marihuana caregiver growing facility shall be located within fifty (50) feet of a residential dwelling or a structure which is principally used for residential purposes which distance shall be measured structure to structure.

Sec. 102-498. – Additional special land use application information.

In addition to the information and documentation to be submitted pursuant to Section 102-66 for a special land use application, a primary caregiver shall also submit the following:

- (a) Proof of his or her valid, unexpired registry identification card(s) identifying him or her as a primary caregiver and/or qualifying patient.
- (b) Proof of Michigan residency in the form of a valid lawfully obtained Michigan driver license or a valid Michigan voter registration, or other equivalent proof of residency.
- (c) Photographic identification in the form of a valid Michigan driver license, photo identification card issued by a state or federal or state agency, passport, current military identification card, current student identification card with a photograph, or an equivalent photographic identification.
- (d) Medical marihuana history of the applicant.
- (e) A statement whether such person has had a business license revoked or suspended, the reason(s) therefore, who revoked it, and the business activity or occupation subsequent to such action of suspension or revocation.
- (f) A description of the proposed medical marihuana caregiver growing facility, including detailed specifications of equipment, lights, and other electrical, plumbing and mechanical equipment or improvements to be used in the storage, growing, cultivation, manufacturing, harvesting, or processing of marihuana for medical use.
- (g) A list or description of any fertilizers, herbicides, pesticides and any hazardous materials that will be used or stored at the medical marihuana caregiver growing facility.
- (h) A description of security measures or plans designed to ensure that the premises is secure at all times, including lighting, alarms, locks, barriers, recording or monitoring devices, or security services.
- (i) Proof of insurance for the premises, building and contents thereof in an amount equal to or greater than the value thereof, and general commercial liability insurance or other equivalent insurance in a minimum amount of \$100,000.

Sec. 102-499. – Medical marihuana growing facility regulations.

- (a) Only a registered primary caregiver who is an individual person is eligible for a special land use approval for a medical marihuana caregiver growing facility.
- (b) The medical use of marihuana and the amount of marihuana and marihuana plants in the possession of the primary caregiver on the premises in connection with a medical marihuana caregiver growing facility shall comply, at all times and in all circumstances, with the Act and general rules of the Department, as amended from time to time.
- (c) Marihuana on or at the premises shall be limited to the number of plants and the amount of usable marihuana permitted under the Act for each registered qualifying patient connected to the primary caregiver through the department's registration process as receiving assistance from the registered primary caregiver, plus an amount which may be legally possessed by the registered primary caregiver, if he or she is also

a qualifying patient. But, in no event shall more than seventy-two (72) marijuana plants be located on the premises.

- (d) All medical marijuana shall be contained within the main building in a secure, enclosed, locked facility inaccessible on all sides, including top and bottom, and equipped with locks or other security devices that permit access only by the primary caregiver.
- (e) No person shall reside in or permit any person to reside in a medical marijuana caregiver growing facility.
- (f) No one under 18 years of age shall be allowed to enter a medical marijuana caregiver growing facility unless accompanied by his or her parent or guardian.
- (g) No smoking, inhalation, or consumption of marijuana shall take place on the premises.
- (h) All activities shall be conducted indoors.
- (i) No equipment or process shall be used in which creates noise, dust, vibration, glare, fumes, odors or electrical interference detectable to the normal senses beyond the property boundary.
- (j) The premises, including any building(s) and structure(s), shall be designed, operated and maintained, at all times, consistent with responsible business practices and so that no excessive demands are placed on public services, including public safety services, nor any excessive risk of harm to the public health, safety, welfare, sanitation, interference with vehicular or pedestrian traffic or parking, or the continuance of maintenance of any unlawful conduct or nuisance.
- (k) No delivery, distribution, dispensing, or transfer of marijuana shall occur on the premises. The primary caregiver shall deliver medical marijuana to his or her qualifying patients off premises, at the residence of the qualifying patient, or elsewhere.
- (l) A medical marijuana caregiver growing facility shall comply with all applicable fire, building, plumbing, electrical and mechanical codes, regulations and statutes and obtain required permits and approvals.
- (m) A medical marijuana caregiver growing facility shall be subject to inspection from time to time by authorized officials of the City of South Lyon, including the Police Department, to ensure compliance with applicable laws, codes, and rules.
- (n) Information treated as confidential under the Act, including the primary caregiver registry identification card, and any information about qualifying patients connected with the primary caregiver which is received by the City, shall be treated as confidential and maintained separate from the public information submitted in support of an application, shall not be distributed or otherwise made available to the public, and shall not be subject to disclosure under the Freedom of Information Act.

- (o) A medical marihuana caregiver growing facility shall comply with all other regulations of the zoning district in which it is located, except when they are in conflict with this Ordinance, in which case this Ordinance shall prevail.
- (p) A zoning compliance certificate from the City's Planning Department is required.
- (q) A primary caregiver who receives special land use approval for a medical marihuana caregiver growing facility shall immediately notify the City of any change regarding any action, determination or other event affecting the validity or invalidity of his or her status as a primary caregiver and his or her registry identification card including its revocation, suspension, expiration, and non-renewal.

Sec. 102-500. – Qualifying patient regulations.

- (a) An individual residing in the City who is a registered qualifying patient with valid registry identification card may grow up to twelve (12) marihuana plants for his or her own use at his or her residential dwelling in compliance with the Act and the conditions of this Section.
- (b) The principal use of a qualifying patient's dwelling unit shall be residential occupancy, and it shall be in actual use as such.
- (c) A qualifying patient's use of his or her residential dwelling for the cultivation or growing or other lawful activity relating to the medical use of marihuana for solely personal use shall comply at all times and under all circumstances with the Act, the general rules of the Department and this section, and the requirements of the zoning district in which his or her dwelling is located.
- (d) All required fire, building, electrical, plumbing and mechanical permits shall be obtained for any portion of the dwelling in which electrical wiring, lighting, or watering devices used to support the cultivation, growing, harvesting, and processing of marihuana are located, and for any improvements to the dwelling relating to the medical use of marihuana.
- (e) If a room with windows is utilized as a location for growing and cultivation marihuana, any lighting methods associated with or required by or for growing and cultivation that exceed typical residential periods between the hours of 11 p.m. and 7 a.m. shall employ shielding methods, without alteration to the exterior of the dwelling, to prevent ambient light spillage that may create a distraction for adjacent dwellings and residential properties.
- (f) The portion of the dwelling where energy usage and heat exceeds typical levels for residential use, such as a grow room, and the storage of chemicals such as fertilizers, herbicides and pesticides shall be subject to inspection and approval by the South Lyon Fire Department to ensure compliance with the Fire Prevention and Protection Code and other applicable fire codes and regulations.
- (g) The cultivation and growing of marihuana is prohibited in an accessory structure.

(h) A qualifying patient shall not use equipment or a process in connection with the medical use of marihuana, including the cultivation, growing, harvesting or processing of marihuana plants, which creates noise, dust, vibration, glare, fumes, odors or electrical interference detectable to the normal senses outside the dwelling.

Sec. 102-501. – Prohibited uses.

(a) The cultivation and growth of more than twelve (12) marihuana plants by a qualifying patient for his or her own personal use is prohibited in any zoning district except the I-1 and I-2 zoning districts subject to Planning Commission review and special land use approval and compliance with this Ordinance.

(b) Medical marihuana dispensaries are prohibited in all zoning districts in the City.

(c) Collective, cooperative, joint, or shared medical marihuana growing facilities are prohibited in all zoning districts in the City.

(d)

Sec. 102-502. – Limitation.

The medical use of marihuana was not permitted prior to adoption of this Ordinance, and accordingly any such use shall not qualify as a nonconforming use.

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

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

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

**PART VII. Effective Date; Publication.** The provisions of this Ordinance shall become effective fifteen (15) days after its adoption and shall be published within fifteen (15) days of its adoption by publication of a brief notice in a newspaper circulated in the City, stating the date of enactment and the effective date of the ordinance, a brief statement as to the subject matter of this Ordinance and such other facts as the Clerk shall deem pertinent, and that a copy of the Ordinance is available for public use and inspection at the office of the City Clerk.

Made, Passed and Adopted by the South Lyon City Council this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Tedd M. Wallace, Mayor

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

Certificate of Adoption

I hereby certify that the foregoing is a true and complete copy of the ordinance adopted at the regular meeting of the South Lyon City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

Adopted:  
Published:  
Effective:

# **AGENDA NOTE**

**New Business: Item # 1**

**MEETING DATE:** March 9, 2015

**PERSON PLACING ITEM ON AGENDA:** Police Chief

**AGENDA TOPIC:** Easter Egg Scramble – Kiwanis Club

**EXPLANATION OF TOPIC:** The Kiwanis Club is requesting the use of Volunteer Park on April 4, 2015 from 10:00 a.m. until 2:00 p.m. for the annual Easter Egg Scramble.

**MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:** Letter of request from Kiwanis Club.

**POSSIBLE COURSES OF ACTION:** Approve/Do Not Approve the request.

**RECOMMENDATION:** Approve the request.

**SUGGESTED MOTION:** Motion by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the use of Volunteer Park on April 4, 2015 from 10:00 a.m. until 2:00 p.m. for the Kiwanis Club Easter Egg Scramble.

03/09/15

# Kiwanis Club of South Lyon, Mich., Inc.



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

March 4, 2015

Lloyd Collins  
Police Chief/Acting Asst. City Manager  
South Lyon City Council  
335 S. Warren Street  
South Lyon, Michigan 48178 Via Facsimile 248-437-0437

**Re: Kiwanis Use of Volunteer Park Grounds**

Dear Chief Collins and the Honorable City Council,

The South Lyon Kiwanis is requesting the use of the Volunteer Park grounds for the purpose of holding an annual Easter Egg scramble.

The scramble will take place on Saturday April 4th, 2015 from appx. 11:00 a.m. through 2:00 p.m. with the actual scramble starting at 12:00 noon. This will be a community event with appx. 10,000 eggs being distributed to all ages with displays of both the South Lyon Police and Fire Departments along with Lyon Township Fire and emergency vehicles and the Sheriff's department. A moon bounce from Wonderjump will also be available to the children.

I have requested the required insurance and will provide the Certificate naming the City as an additional insured prior to the event.

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

Very truly yours,

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

PJW:jj

Mrs. Lark  
 Mrs. PE  
 Mrs. Taverner  
 Mrs. Haller  
 (3rd)  
 Mrs. Parnes  
 (Reading)  
 Mrs. Hemker  
 Mrs. Shattuck  
 (1st)  
 Mrs. Cost  
 Mrs. Randall  
 (3rd)  
 Mrs. Conery  
 (Reading)  
 Mr. Ross  
 Mrs. Day  
 (2nd gr)  
 Mrs. Hillman  
 (3rd)

Mrs. Dancer  
 Principal

Mrs. Nally  
 Resource

Mrs. Prisky  
 Social work

Mrs. Callon - 5th

Mrs. Trzaskos - 2nd



Mrs. Madge  
 Mrs. Aprill  
 Secretary  
 Mrs. Braslin  
 Mrs. Davis  
 5th  
 Mrs. Cheng  
 4th  
 Mr. Morris  
 Mr. Briggs  
 Mrs. Musk  
 Mrs. Shore  
 (1st)  
 Mrs. Luffert  
 (1st)  
 Mr. Stewart  
 Mrs. Schoeff  
 (2nd)  
 Mrs. Cockin  
 Miss Dodge  
 Andrea  
 Archer

# Thank You!

Dear South Lyon Police Department,  
 The Kent Lake Community would like  
 to express our sincerest gratitude  
 for your generous donation of a police  
 ride-along for the benefit dinner for the  
 Montanez family. The fundraiser was  
 a huge success raising nearly \$40,000  
 for the Montanez family. We are grateful  
 for your help in making the night a huge  
 success.

Mrs. Gough  
 (1st)  
 Mrs. Hillon  
 (4th gr)  
 Mrs. Kauer  
 (1st)  
 Mrs. Gibson  
 (2nd)  
 Mrs. Buechel  
 Social work