

**PLANNING COMMISSION MEETING TO INCLUDE  
A SPECIAL WORKSHOP STUDY SESSION  
CITY OF WIXOM  
49045 PONTIAC TRAIL  
MONDAY, JULY 28, 2008 7:30 PM**

Chairman Day called the meeting to order at 7:35 pm.

The Pledge to the Flag was given.

**PRESENT:**

William Day, Chairman  
Phillip Carter  
Jim Crowley  
Kurt Gottschall  
Cory Lupinacci  
James Maher  
Guy York  
Nick Kennedy

**CITY CONSULTANT:**

Carmine Avantini, LSL

**CITY ATTORNEY:**

Carol Rosati

**CITY STAFF:**

John R. Lipchik, Building Official  
Tony Nowicki, Assistant City Manager

**RECORDING SECRETARY:**

Jennifer Garrett

**ABSENT:**

William Henning (unexcused)

There being a quorum, the meeting was declared in session.

**CHANGES OR ADDITIONS TO THE AGENDA:**

There were no changes or additions made to the agenda for tonight's meeting.

**APPROVAL OF MINUTES:**

**June 23, 2008 Workshop**

**July 7, 2008 Regular**

Mr. Crowley stated he would like to make a clarification on one of the comments he had from the June 23, 2008 Workshop Minutes on page 11 which states "Mr. Crowley commented he was intrigued by what Mr. Maher suggested because on one hand sometimes when we get together and take a vote it doesn't always lead to the best solution." He just wanted to clarify not that we make bad solutions here or come up with a bad votes or anything, but what he was trying to put across was that sometimes when you are just provided two choices and have to vote without the opportunity to actually have some more discussion about it you may not come up with maybe what could be a better compromise than the two that are on the table. That is what he was trying to get at there. He didn't want to make it sound like we come up with bad resolutions to these issues.

Mr. Carter stated also on the same set of minutes on page four, the second paragraph on the page starting with "Mr. Carter commented", he doesn't recall saying that. He's not sure if anyone wants to read through that and take credit for it, but he doesn't think that was him.

Chairman Day suggested maybe it could be “one of the commissioners commented.”

**MOTION** and second by Mr. Gottschall and Mr. Lupinacci to accept and file the June 23, 2008 Workshop and July 7, 2008 Regular Minutes.

**VOTE:**

**MOTION CARRIED**

**CORRESPONDENCE:**

**Nick Kennedy’s Appointment to the Planning Commission.**

Chairman Day indicated we have a new member to the Planning Commission, Nick Kennedy, who has been appointed to fill the unexpired term of Patrick Fitzpatrick and welcomed Mr. Kennedy to the Commission.

**CALL TO THE PUBLIC:**

Recording Secretary, Jennifer Garrett, read the Rules of Conduct.

Chairman Day asked if there was anyone from the public that would like to address the commission at this time. There being no comments from the public, the Call to the Public was closed at 7:39 pm.

**CONSENT AGENDA:**

There were no items listed under the Consent Agenda for this meeting.

**TABLED MOTIONS:**

There were no tabled motions listed on tonight’s agenda.

**UNFINISHED BUSINESS:**

**Wixom Day Care and Office Village - Alan Stephens Development Agreement Review and Recommendation to City Council:**

**Tony Nowicki**, City of Wixom Assistant City Manager, 49045 Pontiac Trail, Wixom, MI 48393, stated before you tonight is the Wixom Village Center Area Development Agreement for Horizon Builders and Developers for the Wixom Day Child Care and Medical/Office Facility. Typically the process involved is that the developers go to the Planning Commission to receive preliminary site plan approval. Then it goes to City Council for the execution of a development agreement and back to the Planning Commission for final site plan approval. We have modified that somewhat to allow the Planning Commission to see the development agreement prior to it going to the City Council to solicit your input and perhaps broaden the number of eyes that take a look at the development agreement and hopefully come up with a much better agreement between the City Council and the developers. He said hopefully everyone has had a chance to review the development agreement and offered to go over it briefly; but it is our standard VCA development agreement, the same development agreement that we had used for T&C Federal Credit Union, the Cohen and Robertson agreement across the street, Auto One and First Baptist Church of Wixom.

Chairman Day asked is there anything that he believed should be highlighted in terms of anything that stands out with regards to this development as opposed to any other.

Mr. Nowicki stated no it is our standard basic agreement that in fact was developed by Ms. Rosati, our attorney.

Chairman Day said he read over the development agreement. It seems thorough, and he is certainly not an expert in the field so he wouldn't know if there was anything missing. He assumes though if it is the standard agreement that has been used in the past that if there was anything missing that would have come to light in the past. He asked if the commissioners had any comments on the agreement.

Mr. Lupinacci stated yes, there are a number of typographical issues that he will dispense with, perhaps handle administratively. A few issues though he would like to request clarification. Within Section 2 it talks about the responsibility of the developer to transmit to and notice all future owners of the property requirements contained within the development agreement. He was wondering if there is any reason why this should be recorded within the Oakland County Register of Deeds so as to formalize the need to establish these requirements.

Mr. Nowicki indicated it will be recorded. It is incumbent upon the developer to record the document.

Mr. Lupinacci said he would suggest that within the agreement it should be stated the requirement to be recorded within the Oakland County Register of Deeds to know what these requirements are so it is not to leave it to the developer as a responsibility to communicate.

Mr. Nowicki told him we can look at that.

Mr. Lupinacci stated next he was wondering, with the statement of financial assurances, the statement is running to the City developer elects various financial assurances; running to the City. He believes a correct terminology naming the City as payee or beneficiary would be appropriate. Finally within the sections relative to commercial liability insurance, he is unclear as to what the responsibilities are. Within Section 10 A5 it talks about commercial liability coverage of one million dollars. However, within Section 12 B it talks about commercial general liability coverage of three million dollars. He is not sure what the correct coverage level should be.

Mr. Nowicki said he would have to take a look at that. He doesn't have an answer for him right off the top.

Ms. Rosati stated just from what she recalls about the agreement, the one section, and doesn't recall the sections.

Mr. Lupinacci told her it is Maintenance Obligations A. Subsection 5 talks about commercial liability insurance of one million dollars. The other is section 12, Insurance; commercial general liability coverage of three million dollars.

Ms. Rosati stated the first section deals with the insurance required to make sure that there is continued maintenance and things of that nature and that there is insurance to cover that and injuries that result after the development takes place. The second section really deals with the insurance that the developer contractors have to have in place while the development is going on.

Mr. Lupinacci said it is his recommendation that you should have a single coverage level for commercial liability without regard to the status.

Ms. Rosati recalled when this situation first came up with the general VCA development agreement at that time it was Council's feeling that because it ultimately would be the homeowners that would end up carrying the insurance for the maintenance that amount should be lower. That is why there is different numbers, which is where it originally came from.

Mr. Lupinacci stated he understands. He just recommends that you should have the single level. Not meaning to jump ahead, he said within the next item on the agenda there is a similar inconsistency relative to what the commercial general liability coverage should be. He is recommending that you have a single level for each of those situations whether it be one million, two million or three million dollars. It should not be left to uncertainty as to what you select.

When Chairman Day commented he doesn't think it is left to uncertainty Mr. Lupinacci stated he believes it is.

Chairman Day then stated they are two different situations. One is for the construction process and one is for the ongoing.

Mr. Lupinacci said he understands, but he believes it is unclear.

Mr. Nowicki stated we will clarify that and talk to our insurance carriers, and when the final document is prepared we will have it adjusted.

Mr. Lupinacci stated the final item is within Section 10 A3, the handling of amounts the City might pay under various circumstances if the developer was not to carry through with their responsibilities. It is treated as enforcement of liens for delinquent sewer or water charges. Just from a standpoint of consistency, the other agreement we are going to be looking at tonight talks about treating it as a delinquent tax item and adding it to the delinquent tax rolls. He believes these two items (even though we are once again comparing an item we have not discussed yet) should be treated in a consistent manner.

Chairman Day asked if there is any difference given the fact that one is PUD and one is under the VCA, and Mr. Nowicki replied no.

Mr. Lupinacci said he believes they should be consistent.

Ms. Rosati said she thinks we should make them consistent that it just be placed on the tax rolls.

Chairman Day asked if there were any other comments or suggestions from the commissioners regarding the development agreement.

Mr. York had one question for our planner. He said the drawings that are included with this document he is assuming have been modified from documents we last reviewed picking up administrative comments and other minor items.

Mr. Avantini stated correct. These are used as reference points, but ultimately if you read the development agreement it goes back to the plans that are approved in your approval and also includes the administrative review for contingencies. So while these are referenced here we still ultimately go back to the full size sheets that we are approving and have on file that are stamped as approved, and the development agreement allows us to do that. Generally this is what we approved. Is it exactly the one we approved administratively? He cannot say at this point, but the way the development agreement is worded we still have that.

Mr. Nowicki stated all the drawings that are approved on the final site plan will be attached, and that is the drawing we will go under.

Mr. York didn't know that this is much of a point, but he was curious what the difference was between Exhibit A and Exhibit B. It looks like it is the same site plan, and he didn't see how that was defined in the document itself.

Mr. Nowicki told him there are some definitions on the exhibits.

**MOTION** and second by Mr. Gottschall and Mr. York to recommend approval to the City Council for Alan Stephens Development Agreement contingent upon review of those comments made by Commissioner Lupinacci and any modifications that result thereof.

**VOTE:**

**MOTION CARRIED**

**St. Catherine of Siena Academy - St. Catherine of Siena Development Agreement Review and Recommendation to City Council:**

**Carol Rosati** stated she was prepared to go through section by section but didn't know if the commissioners had had the opportunity to review it and or how they would like her to proceed. When she asked if the commission would like to go through each section Chairman Day stated he didn't think that was necessary.

When Ms. Rosati asked if their comments were written down and ready Mr. Lupinacci replied yes.

Ms. Rosati then asked if there were any specific questions about any of the provisions.

Mr. Lupinacci stated he has once again a number of typographical issues that he would be happy to share with her offline. He said he has the same issue relative to the insurance coverage. He has a substantive issue relative to Section 5 relative to the phasing, and actually he would like to hear her commentary relative to the time phases relative to parcel two relative to the initiation of construction in ten years following final PUD site plan approval no later than nine years. He believes that time period is something that we as a commission should address. He would like to hear her commentary on that. Other than that there is just a series of typographical areas. Seriously, the only other thing is stylistic issues including the numbering of the subsections.

Ms. Rosati started with the first issue (parcel two) and said when we initially began discussing this there was potentially another party that would be involved in this agreement.

Mr. Lupinacci asked who that party is, and Ms. Rosati told him Mr. Jim Chain (the property owner that is selling the property). He contemplated at that time possibly retaining the six acre corner. The discussion was as part of this comprehensive PUD that property would be utilized for some neighborhood business, but he is not a developer and was very uncomfortable with the thought of us putting on a restriction that would revert the property back to IRO in the event it wasn't developed within a certain time frame because initially we were looking at a shorter time frame. He also had issues related to certain tax issues and things like that, so the nine years basically was initially a negotiated time frame to insure that that property would be developed within a somewhat reasonable time or revert back to IRO. That is where that came from through discussions.

Mr. Lupinacci said he understands that, but he believes that time period is excessive and believes that this commission should look at the nine year time period for final site plan approval and then ten years for initiation of construction and determine whether or not that is excessive. His personal opinion is that that is grossly excessive.

Mr. Avantini stated maybe the applicant can talk about that, but actually after five years there is a purchase requirement on that piece of property. Rather than him butcher it he asked why we don't have the applicant explain what happens at that five year period.

**Michael Dewan**, 1462 Wilderness Hills Trail, Pinckney, MI, stated when we first came to Wixom with our thoughts of bringing the school to Wixom and the convent for the Sisters to live in on the site we met with Mike Dornan and Tony Nowicki and had a good discussion with them. They said well we don't do spot zoning. That is something we can't do, so we were interested in the 31-acre parcel which is the dark property; and there was the 10-acre parcel to the east which is owned by Jim Chain. He had the land for sale. There was a sign for sale, but his land was actually not for sale when we approached him. He had moved his land. He was incorporated as a Sub C, and the land was in that. He moved it out into a Sub S corporation, and because of that there are some tax laws where he couldn't sell the land for ten years. He is in the fifth year right now of the ten year period, so when we approached him about acquiring his property he wasn't against us acquiring the property but said we would have to work out an agreement whereby he could finish out his time frame. We asked how we do that and then of course the attorneys got involved (our attorneys), and they struck up the compromise of us doing a five year lease on his property to allow us to complete our site. Then we would have an agreement with him that at the end of the fifth year we would purchase the land outright as soon as we could.

As our discussions furthered with him, we asked him if he would consider doing an exchange because our site fit on what we had; and with most privately funded projects (especially today) there is just not a lot of extra dollars. They are just not out there, so we asked him if he would consider doing a like kind exchange. He was in agreement with that. Again we still had the stipulation of the five years that even if we did a like kind exchange with him we couldn't close on the parcel for five years. So when we got into the development agreement and looked at the amount of time no one could really do anything with that piece for five years. He had said to him right up front from the beginning that he wanted to see something good happen and that he believes in the project we are trying to do and was not going to stand in our way, but at the same time he is trying to run his own business through a real difficult period right now and this is something he is not prepared to focus on. So he said if you can see to it that this was extended out long enough so we can get through your lease period we would actually have the transfer of the property however it shook out at the end of the lease with the like kind exchange or with a purchase on our end. He said he can then go to work on it then, and that is where we met with Mr. Nowicki and again came back to the City; and they said we would be willing to try and work on this with you. That is how they got with actually coming in with a drawing of nine years and then starting a project in that tenth year because for five years in effect they cannot do anything.

Chairman Day stated he understands that that piece of land there on Grand River and Napier is going to remain fallow basically for the next five years.

Mr. Dewan told him well that was how he had it when these documents were drafted.

Chairman Day asked what happens then at the end of the five years if you go through with the purchase of his property, but he doesn't want to do a like kind exchange.

Mr. Dewan stated then we will actually own all of the land then.

Chairman Day then asked if in that case they would then try to sell of that piece.

Mr. Dewan replied yes we would sell off that piece to try to recuperate the dollars we spent on his property.

Chairman Day questioned if that piece is sold off if the terms of this development agreement would restrict the buyer to development within that next five years or if it would revert to IRO.

Ms. Rosati stated that was correct. This agreement will be recorded. There is a provision in the back, and any subsequent purchaser will be aware of the restrictions.

Chairman Day stated under those circumstances he doesn't really see a problem with the ten years. He thinks it is likely that it is going to get developed given the nature of development in this area. He thinks it is going to get developed in less than ten years anyway, but he doesn't see a real problem with the ten years.

Mr. Lupinacci said he tends to disagree. He believes the time period described is five years for an actual transaction to take place and asked Mr. Dewan if that was correct.

Chairman Day stated it can't take place until the five years has elapsed.

Mr. Lupinacci indicated that is what he said, five years for a transaction to take place; and Mr. Dewan replied yes.

Mr. Lupinacci then stated he believes though the wording is that final site plan approval can take place no longer the nine years. Isn't it possible that the final site plan approval can take place sooner than that five year time horizon?

Mr. Dewan stated that was not our choosing of the time. That was Mr. Chain and his attorney where they came back and said that is time that we are going to need in order to do this.

Mr. Lupinacci said okay but asked if the issue is that he requires five years for a legal transaction to take place if they could not do the final site plan approval in advance of that time period.

Mr. Dewan indicated he can't do anything because he is not going to have ownership of that land it is going to sit there.

Mr. Lupinacci understands but asked if conceptually he could not do the final site plan approval in advance of that five year time period.

Mr. Dewan advised they said no.

Chairman Day stated we don't know who is going to develop that piece at this point. It may not be Mr. Chain.

Mr. Dewan stated that is where he really was at. He is a land owner right now, and he doesn't want to be a developer. He is willing to exchange the land for his vacant land which could have sat vacant forever.

Mr. Lupinacci said he understands that, but his question is if the constraint is that a five year time period is necessary for the legal transaction to take place could you not have final site plan approval in advance of that time period and so immediately upon passage of that five year time period could you not then immediately move to development? Do you necessarily need to move to this extended time period of nine years?

Mr. Dewan stated he wasn't interested in five years having to develop the property, and he told us that up front.

Chairman Day mentioned that he is not committed to even taking that piece of property.

Mr. Dewan said he thinks he is going to sell it.

Chairman Day asked what his objection is, and Mr. Lupinacci stated his objection is to the time period being stretched to nine years for final site plan approval and ten years for development. He believes you can compress that to a shorter time period so you are fulfilling the requirements of this agreement in a shorter time period.

Chairman Day told Mr. Lupinacci his question to him is what the downside is.

Mr. Lupinacci stated he would rather complete all the requirements of an agreement like this in a shorter time period than a longer time period. Ten years is an extremely long time to complete the requirements of an agreement like this.

Mr. Avantini interjected that when we basically negotiated this development agreement we had some pretty stringent restrictions on the development at that commercial property. In his opinion he would rather (even if it was 20 years) would rather see that site developed as proposed in the development agreement with those restrictions than to see it revert back to IRO with the school being next door. If their school wasn't next door it would be potentially different, but he is worried about some of the uses that could go in instead of this smaller neighborhood commercial center. So he is actually thinking just the opposite. If we didn't have the restrictions he would agree, but with these restrictions he is more concerned about it going back to IRO; and we do have a built-in reverter clause here which would turn it automatically back to IRO. So he thinks that may be a compensating condition from the planning end that would say if it were 20 years he would be happier with it.

Mr. Dewan stated as the neighbor that is going to be on the property next door, the way this is drafted he thinks it protects us too in a certain sense. He doesn't have any qualms about it being the way it is listed in here or even IRO because there are two very nice buildings to the north of this property that we are going to have anyways, so a third one wouldn't set us back if that is what went on the corner. Let's say this gentleman decides to say he is never going to develop that corner and doesn't want it, and as soon as this lease is done wants us to pay him and settle. Then we would sell the property. He thinks right now it is really hard to say what is selling and what isn't selling because the economy is just terrible. So there is the likelihood that we get the property and have it free and clear in five years. If we own it he would like to be able to sell it to someone for our sake quicker than later. We don't benefit by having to pay Mr. Chain and then have this property; it doesn't do us any good. Our school will be developed; everything will be done, and it will be operating. That is what we are in the business to do, to educate the kids. He would like to have that option in five years to either sell it as IRO or under what we have agreed to which gives us some options, and that is all we want to do. We want Wixom to win. We want a nice owner/user there, and we want to get our project done; and Mr. Chain was someone we had to work with in order to make this happen because of the way the ordinance is written for the City.

Mr. Avantini said just one additional thing. With this just as a straight IRO without the development agreement we could end up with a more industrial type building facing on Grand River with the back facing the school with an outdoor storage like we have in the industrial part facing the school. In his mind it is less desirable. The other thing to keep in mind here too is that a shopping center there is going to generate more tax revenue for the City than would a manufacturing facility like that, and that additional tax revenue would help offset the fact the larger parcel (the school) is going to be a tax-exempt operation. So it kind of helps to balance out that. So once again there are a number of reasons at least in his mind

that actually having the limited in scope of nature, the limited type facility that is being proposed here, is better both in terms of land use compatibility and some of the other factors.

Chairman Day asked in that case why we have a reverter clause.

Mr. Avantini stated the reverter clause is in there for the entire PUD. This is a part of a PUD, and he is not sure that we even can take that out (a piece of it) in terms of having a reverter.

Ms. Rosati advised we can.

Chairman Day said well maybe that parcel should just be zoned for neighborhood business.

Ms. Rosati mentioned that we actually excluded some uses that theoretically could go in the neighborhood business as well through the development agreement, so that is why we really didn't want to put a per se zoning classification on it. The thought was that you wanted to put some time limit on so that you knew that during some period of time there will be a certain kind development potentially and with some drop dead date. The thought was what do you do when/if that date comes? Generally the thought was we will have it revert back to IRO, and that is why the reverter clause.

Chairman Day asked if there was anyone else on the commission that had any thoughts on this issue.

Mr. Gottschall stated he tends to agree with his comment and idea. He thinks if it was rezoned accordingly then there would be no reversion even if there was a default or a delay in the development. At some point (Mr. Avantini's point of waiting 20 years if we have to) at least there would never be the possibility of it reverting to IRO.

Chairman Day asked if there is any reason why we couldn't have that parcel rezoned for neighborhood business with those same restrictions as part of the development agreement.

Ms. Rosati stated you would have to go through the formal zoning process to really rezone it. You could present it as a conditional rezoning with the conditions being that these uses would be prohibited, but it is another process that you would have to go through. There is nothing that would preclude them after the development agreement is signed doing that and the City approving that because it really would be consistent with the development agreement, but there is a certain time frame to accomplishing that rezoning which she thinks would cause some delay. There was sort of a difference of opinion as to what should happen because there is some IRO development in the areas. So there was some thought that we will give a window to do this. If not it would go back to IRO and be consistent with those uses as to what direction that would be.

Mr. Avantini stated in five years they have to. Whether it is the foundation that is buying it or Mr. Chain owns it, there is a built-in incentive to get that property developed quickly. So with the dollar amounts that are being talked about it is not likely to sit very long.

Chairman Day said again he doesn't really have a problem with the way it is written. Since nothing can happen to it for five years he doesn't really see any reason that we have to push the development of that into neighborhood business by year six.

Mr. Dewan stated the only way something could change on that is if in the eleventh hour Mr. Chain comes back to us and says he doesn't want to do an exchange and just wants us guys to belly up to the bar and pay him for the land. That being the case, the way this document is written he thinks it is fair for us if we have to try to sell it.

Chairman Day said as he understands it you wouldn't have the IRO option until the ten years go by.

Mr. Dewan asked if we need to have that then. He thought under the PUD it was IRO with a B-1 designation.

Ms. Rosati stated no. The zoning remains, but the uses are permitted while under the B-1 neighborhood business. Now again as with any agreement this development agreement can later be modified by the parties. So this establishes an initial time frame to get this going, but let's say it is the eighth year and you say you don't really have anybody wanting to buy this for commercial use but you have someone interested in IRO. There is always the option to come back and present to the City that you want to change this provision of the development agreement, and this is what you want to do. So that always remains open; or if it goes nine years and you say you can't find anyone to buy it but would like to extend out the B-1 there is always the option to come back and extend that out further. You have to have something to start with, and this is what we negotiated at this point.

Chairman Day stated personally he has no objections to it as it is written, but obviously that is subject to the vote of the commission.

Mr. Lupinacci stated he maintains the same objection.

**MOTION** and second by Mr. Gottschall and Mr. York to recommend approval to City Council for the St. Catherine of Siena Development Agreement as submitted.

<b>ROLL CALL VOTE:</b>	<b>YEAS (7)</b>	Day, Carter, Crowley, Gottschall, Maher, York, Kennedy
	<b>NAYS (1)</b>	Lupinacci
	<b>ABSENT (1)</b>	Henning
		<b>MOTION PASSES</b>

**NEW BUSINESS:**

There was no new business listed on tonight's agenda for this meeting.

**DISCUSSION:**

There were no items listed for discussion on the agenda for this meeting.

**CALL TO THE PUBLIC:**

There were no comments made by the public.

**COMMISSION COMMENTS:**

Mr. Lupinacci stated he would like to welcome Mr. Kennedy to the commission. He is very happy to see another member of the City of Wixom stepping forward to serve the community in a way that he believes is very important and meaningful, and he welcomes him to the commission.

Mr. Gottschall commented that he read in our local newspaper a few days ago one of our posted public announcements of a public hearing that was going to appear in front of the ZBA regarding a reader sign that was being proposed out on the freeway by General RV. He has since spoken with Mr. Lipchik and learned that they for financial reasons have withdrawn that request at this time. However, it does seem likely that there is a good chance that at some point in the future this will come up again. He knows we have just gone through an extensive review and discussion over the new ordinances (specifically those regarding signage and reader boards and/or billboards), and he thinks Mr. Lipchik did state that it is not a billboard; it is a reader board. He is not sure how large it was or is going to be proposed to be in the

future; however, he thought we did recommend to Council that the verbiage in the ordinance states that there will be no reader boards of any kind unless they are municipal.

Mr. Lipchik stated that is correct.

Mr. Gottschall was curious where we are with the adoption of the ordinance.

Mr. Lipchik replied it is going in front of Council August 12, 2008.

Given the verbiage in the updated ordinance relative to reader signs and/or billboards, basically restricting any future building of either, Mr. Gottschall asked if we have something that is air tight here or if this would be something that would be reviewable by the ZBA in the future because he thinks our intent was to have something that was not reviewable.

Ms. Rosati stated the ZBA has the authority to grant variance to any provision of the zoning ordinance, and that is just their authority that is granted by law. So you try through the zoning ordinance to express specifically what you want and what the goals are for the City, and you hope that the ZBA upholds those and only grants a variance if there is a legal basis to do it; but theoretically anyone can apply for variances from the provisions.

Mr. Avantini added that once we get the new ordinance in place they have to stop approving variances. He means it has to be a rarity especially on the signs. He doesn't know how that message gets passed on to them, but that is the way new ordinances are supposed work. It is supposed to be very, very difficult to get variances.

Mr. Gottschall said he would agree. Ideally that is what we would hope would happen, but we have no guarantees; and had he not come across or stumbled across that in the paper he would have had no idea. Had this vote still been on he would have been at the meeting, and he would have taken the time to go in and vocalize his opinion on it. However, this was something that was reviewed initially by the City administration, and it did not come before us. It went straight to the ZBA which is within Mr. Lipchik's latitude. He doesn't agree with that on certain things, signage being one of them. He thinks it should come before us, and then our opinions are then included in the packet that goes to the ZBA rather than just the petitioner going. He knows it is more of a burden on us, but by the same token he thinks that would be the mechanism to maybe provide an opinion that approval is probably not the right thing in these circumstances. So he just wanted to throw that out for opinion.

Chairman Day stated a question arises. He is inclined to agree with Mr. Gottschall and likes his point, but he asked if it is something that is clearly prohibited by the ordinance if there is any reason it would come before the Planning Commission. In which case maybe what we could do is simply ask that the commission be provided with the agenda of items coming before the ZBA so when we have time for commission comments we can comment.

Mr. Gottschall remarked that is a great point.

Chairman Day questioned if there is any reason that couldn't be done because we get the City Council agenda and minutes by email, so he doesn't know why we couldn't get the ZBA agenda by email as well. It would give us the opportunity to comment at our meeting or if time were a factor to be able show up at the ZBA meeting and give our input as members of the commission.

Mr. Lipchik offered that it could be provided in your packets for the first meeting of the month because that would give a week before the ZBA meeting.

Chairman Day stated that would be terrific and he certainly asks that that be done.

Mr. York mentioned that we have talked in the past about a workshop where both the ZBA and Planning Commission and even Council meet together to discuss goals, objectives and things like that now that we are moving into this. Of course there were two or three members of the ZBA that participated in our discussions as we were going through the zoning ordinance itself, but would now be a good time to present some of those ideas face to face in a group workshop kind of session?

Mr. Avantini told him that is a very good idea, and we have a number of communities that have annual meetings of the three boards to talk specifically about land use policy issues. Then it is also a good idea on a regular basis, whether that is every year or two, to have a training session for the three boards to go through land use. Not only does it give new members an opportunity to get training on site, but it also gives the rest of you folks on the board a chance to learn about new legislation and new laws and things that are coming up potentially that are going through the state legislature. A lot of communities do both of those. That allows everyone to be on the same page in terms of land use decisions.

Chairman Day stated assuming the Council is going to approve and put into effect the new zoning ordinance and as Mr. York has suggested he think this would be an amp time to have such a meeting, to maybe try to schedule something for September.

Mr. Lipchik indicated we could actually make it for the regular workshop in September, and he will send out an invitation to Council and the ZBA.

Chairman Day stated that sounds good to him. He knows they certainly cannot be required to be here, but the word invitation he thinks might be taken too lightly by the members of the other panels in terms of the importance we place upon having a joint meeting. He thinks rather than calling it an invitation to the Planning Commission workshop he would like to see it identified as a joint workshop for the three bodies. We might get a better turnout that way.

Mr. Lipchik replied okay.

**STAFF COMMENTS:**

Mr. Lipchik welcomed Mr. Kennedy to the commission.

Mr. Kennedy thanked him and said he is looking forward to working with everyone, and hopefully you all will be patient until he gets up to speed on a lot of this stuff.

Noticing that the next regular meeting of the Planning Commission is on Wednesday not Monday of next week, Chairman Day remarked that he unfortunately will not be able to attend.

**ADJOURNMENT:**

This meeting of the Wixom Planning Commission was adjourned on motion and second by Mr. Kennedy and Mr. Maher at 8:26 pm.

Jennifer Garrett  
Recording Secretary  
July 30, 2008