City of Plymouth Planning Commission
Regular Meeting Agenda
Wednesday, February 12, 2025 – 7:00 p.m.
City Hall & Online Zoom Webinar

City of Plymouth
201 S. Main
Plymouth, Michigan 48170

www.plymouthmi.gov
Phone 734-453-1234

https://us02web.zoom.us/j/89092318081
Passcode:462990
Webinar ID: 890 9231 8081

1. CALL TO ORDER
    a. Roll Call

2. CITIZENS COMMENTS

3. APPROVAL OF THE MINUTES
    a. Approval of the January 8, 2025 meeting minutes

4. APPROVAL OF THE AGENDA

5. COMMISSION COMMENTS

6. PUBLIC HEARINGS
    a. **PUD25-01**: Starkweather Subdivision (behind 550 N. Holbrook), PUD Amendment
    b. **PUD23-01:** 1100 W. Ann Arbor Trail, Revised Preliminary PUD

7. OLD BUSINESS
    a. **PUD24-01**:230 Wilcox, Final PUD
    b. **PUD24-02**: 900 Starkweather, Preliminary PUD

8. NEW BUSINESS

9. REPORTS AND CORRESPONDENCE
    a. 2024 Planning Commission Annual Report

10. ADJOURNMENT

Citizen Comments - This section of the agenda allows up to 3 minutes to present information or raise issues regarding items not on the agenda. Upon arising to address the Commission, speakers should first identify themselves by clearly stating their name and address. Comments must be limited to the subject of the item.

Meetings of the City of Plymouth are open to all without regard to race, sex, color, age, national origin, religion, height, weight, marital status, disability, or any other trait protected under applicable law. Any individual planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) should submit a request to the ADA Coordinator at 734-453-1234 ext. 234 at least two working days in advance of the meeting. The request may also be submitted via mail at 201 S. Main St. Plymouth, MI 48170, or email to clerk@plymouthmi.gov.

City of Plymouth Strategic Plan 2022-2026

GOAL AREA ONE - SUSTAINABLE INFRASTRUCTURE
OBJECTIVES **1. Identify and establish sustainable financial model(s) for major capital projects, Old Village business district, 35th District Court, recreation department, and public safety** **2. Incorporate eco-friendly, sustainable practices into city assets, services, and policies; including more environmentally friendly surfaces, reduced impervious surfaces, expanded recycling and composting services, prioritizing native and pollinator-friendly plants, encouraging rain gardens, and growing a mature tree canopy** **3. Partner with or become members of additional environmentally aware organizations** **4. Increase technology infrastructure into city assets, services, and policies** **5. Continue sustainable infrastructure improvement for utilities, facilities, and fleet** **6. Address changing vehicular habits, including paid parking system /parking deck replacement plan, electric vehicle (EV) charging stations, and one-way street options**

GOAL AREA TWO – STAFF DEVELOPMENT, TRAINING, AND SUCCESSION
OBJECTIVES **1. Create a 5-year staffing projection** **2. Review current recruitment strategies and identify additional resources** **3. Identify/establish flex scheduling positions and procedures** **4. Develop a plan for an internship program** **5. Review potential department collaborations** **6. Hire an additional recreation professional** **7. Review current diversity, equity, and inclusion training opportunities** **8. Seek out training opportunities for serving diverse communities**

GOAL AREA THREE - COMMUNITY CONNECTIVITY
OBJECTIVES **1. Engage in partnerships with public, private and non-profit entities** **2. Increase residential/business education programs for active citizen engagement** **3. Robust diversity, equity, and inclusion programs** **4. Actively participate with multi-governmental lobbies (Michigan Municipal League, Conference of Western Wayne, etc.)**

GOAL AREA FOUR - ATTRACTIVE, LIVABLE COMMUNITY
OBJECTIVES **1. Create vibrant commercial districts by seeking appropriate mixed-use development, marketing transitional properties, and implementing Redevelopment Ready Communities (RRC) practices** **2. Improve existing and pursue additional recreational and public green space opportunities and facilities for all ages** **3. Develop multi-modal transportation plan which prioritizes pedestrian and biker safety** **4. Improve link between Hines Park, Old Village, Downtown Plymouth, Plymouth Township, and other regional destinations** **5. Maintain safe, well-lit neighborhoods with diverse housing stock that maximizes resident livability and satisfaction** **6. Modernize and update zoning ordinance to reflect community vision** **7. Implement Kellogg Park master plan**

"The government in this community is small and accessible to all concerned."
-Plymouth Mayor Joe Bida November 1977

City of Plymouth
Planning Commission Public Hearing Notice
201 S. Main Street Plymouth, Michigan 48170
Website: www.plymouthmi.gov Phone: (734) 453-1234 ext. 232

A regular meeting of the Planning Commission will be held on Wednesday, February 12, 2025, at 7:00 P.M. located at City Hall and online via Zoom to consider the following:

PUD 25-01: Starkweather Subdivision (behind 550 N. Holbrook), Planned unit development (PUD) amendment to allow five new construction homes to exceed the maximum floor area ratio (FAR). The property is zoned PUD, Planned Unit Development.

PUD23-01: 1100 W. Ann Arbor Trail, Preliminary planned unit development (PUD) for construction of a church, townhomes, and single-family homes. The property is zoned R-1, Single Family Residential.

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Publish: Tuesday, January 28, 2025

Plymouth Planning Commission
Regular Meeting Minutes
Wednesday, January 8, 2025 - 7:00 p.m.
Plymouth City Hall 201 S. Main

City of Plymouth
Plymouth, Michigan 48170-1637

www.plymouthmi.gov
734-453-1234

1. CALL TO ORDER

Commission Member Hollie Saraswat called the meeting to order at 7:01 p.m.

Present: Commissioners Sidney Filippis, Zachary Funk, Joe Hawthorne, Trish Horstman, Kyle Medaugh, Hollie Saraswat, Marni Schroeder, Dave Scott, Eric Stalter

Also present: Planning and Community Development Director Greta Bolhuis

2. CITIZENS COMMENTS

There were no citizen comments

3. APPROVAL OF MEETING MINUTES

Hawthorne offered a motion, seconded by Horstman, to approve the minutes of the December 11, 2024 meeting.

There was a voice vote.
MOTION PASSED UNANIMOUSLY

4. APPROVAL OF THE AGENDA

Hawthorne offered a motion, seconded by Medaugh, to approve the agenda for January 8, 2025.

There was a voice vote.
MOTION PASSED UNANIMOUSLY

5. ELECTION OF OFFICERS

Bolhuis asked for nominations for the office of chair of the Planning Commission. Horstman nominated Saraswat. Bolhuis asked two more times for nominations, and there were none.

There was a voice vote. Saraswat was elected unanimously.

Saraswat asked for nominations for the office of vice chair of the Planning Commission. Saraswat nominated Medaugh. She asked twice more for nominations, and there were none.

There was a voice vote. Medaugh was elected unanimously.

6. COMMISSION COMMENTS

Newly appointed commissioners Schroeder and Scott introduced themselves to the group.

Hawthorne said he was still waiting for an explanation of why a former member was not reappointed to the Planning Commission.
Horstman said she had spoken to the mayor and would discuss the matter with Hawthorne after the meeting.
Saraswat said she was excited about the opportunity to serve as chair.

7. PUBLIC HEARINGS

There were no public hearings.

8. OLD BUSINESS

a. Master Plan Discussion

The group discussed the revised document provided by Bolhuis. They suggested changes to the priorities and the timeline for specific tasks, including parking, compatibility, and accessory dwelling units. Bolhuis said she would integrate the suggested changes, send the document to Planning Consultant Sally Elmiger for review, then bring it back to the Planning Commission. She said the next steps would be to send it to the City Commission for review, schedule a public hearing, then send it back to the City Commission for final approval.

9. NEW BUSINESS

There was no new business.

10. REPORTS AND CORRESPONDENCE

City Commission Liaison Brock Minton thanked the new commission members and congratulated the new officers and said he would follow up with the mayor on the question of reappointments. He said a City Commission team building session and a goal-setting session would both be held this month. City Commissioner Jennifer Kehoe also welcomed the new members.

11. ADJOURNMENT

Filippis offered a motion, seconded by Funk, to adjourn the meeting at 7:52 p.m.

There was a voice vote
MOTION PASSED UNANIMOUSLY

Starkweather Residential Condominium PUD Amendment Application

Applicant

City Homes by Lombardo
(586)-781-2364
13001 23 Mile Road, Shelby Township, Michigan 48315

Engineer

Nowak and Fraus Engineers
(248)-332-7931
46777 Woodward Avenue, Pontiac MI 48342

Lombardo
CITY HOMES

Greta Bulhuis
Planning and Community Development Director – City of Plymouth
201 South Main Street
Plymouth MI 48170

RE: Starkweather Planned Unit Development Amendment – Floor Area Ratio, and Privacy Fencing

Dear Ms. Bulhuis,

City Homes by Lombardo ("Lombardo") has acquired the remaining homesites within the Starkweather Residential Community that was approved by the City of Plymouth Planning Commission as a Planned Unit Development in August of 2015. The Starkweather Residential Community was partially developed back in 2019 and a few homes were constructed within the community before the Developer lost the land to its lender. It is Lombardo's intention to complete the currently incomplete development items within the community (streetlights, common area improvements, landscaping, fencing, etc.), establish a Homeowners Association and management company to manage community maintenance, and complete construction of the remaining 15 homesites within the community.

Lombardo has generated architectural plans for the homes we wish to sell within the community, which are included in this submittal, and we are very excited to see to the buildout and ultimate success of the Starkweather Planned Unit Development.

In order for Lombardo to be able to construct the homes it wishes to build within the community, Lombardo would like to amend the Planned Unit Development Agreement to allow for a 55% floor area ratio specifically on Units 12,13,21,22, and 23. We are told that this will require a Planned Unit Development Amendment.

It is important to note that in 2015 when this Planned Unit Development was approved the Floor Area Ratio Ordinance ("FAR") did not exist. It was only after the site plan for this community was approved that the FAR came into existence within the Zoning Ordinance.

LOMBARDO COMPANIES
13001 23 Mile Road, Suite 200
Shelby Township, MI 48315

While Lombardo can easily comply with the FAR on all of the other homesites it is acquiring, it creates significant hardship to attempt to comply with the FAR specifically on homesites 12,13,21,22, and 23. The reason for this is that these homesites are all walkout basements as well as being some of the smallest approved homesites within the community. Lombardo does not believe that a detached garage in the back 1/3 of the homesite, as required by the Zoning Ordinance, is a quality configuration on a walkout lot. In such a situation, the garage would either need to be elevated with a large brick wall in the rear yard or otherwise the future homeowner would have to walk up 8' of grade to get to their mudroom from their garage.

Lombardo would like to propose only front entry attached garage plans on the walkout homesites. As you know, the FAR ordinance includes the garage in the floor area if it is attached the home. In addition to this, the garages on these homes are required to be 22' wide and only comprise 50% of the front elevation, which ends up requiring the home to be 44' wide where one might typically only make the home 40' wide or even less. All of the requirements for an attached garage plan make the home wider and larger which makes it very impractical to comply with a 40% FAR on homesites that both have walkout basement conditions and small lot areas.

Lombardo's Optima plan is the smallest floor plan we would like to offer within the community being a 2,920 square foot home with a 2-car attached front entry garage and it will fit on all of the homesites if Lombardo receives approval for a 55% FAR on homesites 12,13,21,22, and 23.

Included in this submittal is the size of the homes currently constructed within the community as well as a comparison of the square footages of both Lombardo's proposed plans and the homes currently constructed within the community. Consistent with the spirt and intent of the Floor Area Ratio Ordinance, you will see that the floor areas as well as the architecture for the plans Lombardo intends to construct are consistent with the existing homes within the community.

Lombardo has met with the existing residents within the Starkweather Residential Condominium and they support this request. Attached to this submittal you will find a letter of support executed by the majority of the existing residents within the community. In addition to the request for a 55% Floor Area Ratio on homesite, the existing residents within the Starkweather community have requested that the privacy fencing required by the first amendment to the PD Agreement only be required along the south side of Homesite #19.

Lombardo respectfully requests approval to allow 55% Floor Area Ratio coverage on homesites 12,13,21,22, and 23 within the Starkweather Planned Unit Development in order to overcome the very unique hardship created by the FAR ordinance being adopted after site plan approval for the community, the combination of small lot areas and walkout basement grades, and the garage requirements that make front entry garage homes larger than they would otherwise need to be. In addition to the request for the Floor Area Ratio, Lombardo requests on behalf of the existing residents within the Starkweather community that privacy fencing only be required along the south side of homesite #19.

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Shelby Township, MI 48315

Lombardo looks forward to working with the City of Plymouth on the timely and orderly completion and success of the Starkweather Residential Community and hope the city will allow for this floor area ratio variance and other requests from the existing residents to assist Lombardo in the success of Starkweather.

If you have any questions or need any additional information, please feel free to contact me at (248)-953-42571.

Sincerely,
Lombardo Homes

Cosimo Lombardo

Cosimo Lombardo
Land Acquisition Manager

LOMBARDO COMPANIES
13001 23 Mile Road, Suite 200
Shelby Township, MI 48315

Lombardo
CITY HOMES

Table of Contents

- Resident Support Letter
- PUD Amendment Application
- Floor Areas and Elevations of Existing Homes
- Proposed Floor Plans and Elevations
- Comparison of Existing to Proposed Square Footages
- Draft PUD Amendment

LOMBARDO COMPANIES
13001 23 Mile Road, Suite 200
Shelby Township, MI 48315

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Resident Support Letter

Lombardo
CITY HOMES

Greta Bulhuis
Planning and Community Development Director – City of Plymouth
201 South Main Street
Plymouth MI 48170

RE: Starkweather Planned Unit Development Amendment – Floor Area Ratio, ~~Streetlights,~~ Privacy Fencing – Letter of Support

Dear Ms. Bulhuis,

As residents within the Starkweather community located in the City of Plymouth, we have met with Lombardo and support the requested Planned Unit Development Amendment to allow a 55% Floor Area Ratio on homesites 12,13,21,22, and 23 as we believe it will allow Lombardo to build quality homes more consistent with the existing homes within the community than could otherwise be accomplished under the existing ordinance requirements.

After meeting with Lombardo and understanding all of the final improvements Lombardo intends to complete within the community, we respectfully request that a privacy fence not be required on the back side of homesites 17-19 but only on the south side of homesite #19.

323 East Spring Street: Heather S Bakey (Name:) _____ (Name:)

361 East Spring Street: Sheryl Petras (Name:) X (Name:)

406 East Spring Street: Thomas J. [redacted] (Name:) _____ (Name:)

441 East Spring Street: [redacted] (Name:) Danny Vori - Livonia Builders (Name:) name:

544 Downing Street: Meg Bieringer (Name:) M. Bieringer (Name:)

526 ~~562~~ Downing Street: Sonya Callahan (Name:) S Callahan (Name:)

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CITY HOMES

Application

CITY OF PLYMOUTH
PLANNED UNIT DEVELOPMENT APPLICATION

Community Development Department
201 S. Main Street Plymouth, MI 48170
Ph. 734-453-1234 ext. 232
www.plymouthmi.gov

I. Site/Project Information

Site Address	Current Zoning Classification	Date of Application
East Spring Street / Dunning Street	PUD	

Name of Property Owner	Phone Number	
City Homes by Lombardo	248-953-2571	
Mailing Address	Email Address (Required)	
13001 23 Mile Road	cosimo@lombardohomes.com	
City	State	Zip Code
Shelby Twp	MI	48315

II. Applicant and Contact Information

Indicate Who the Applicant Is. If Property Owner, Skip to Section III.	Architect	Developer	X	Engineer	Lessee

Applicant/Company Name	Phone Number		
Applicant/Company Address: Same as owner	City	State	Zip Code
Email Address (Required)			

III. Site Plan Designer and Contact Information

Site Plan Designer Company Name	Phone Number		
Nowak & Fraus Engineers	248-332-7931		
Company Address	City	State	Zip Code
46777 Woodward Avenue	Pontiac	MI	48342
Registration Number / Expiration Date	Email Address (Required)		
54071 / 2024	rjohnson@NFEengr.com		

IV. Type of Project

☐ Commercial ☐ Industrial ☐ Mixed Use	☐ Preliminary Plan ☐ PUD Review/Revision
☐ Multi-Family ☒ Single Family	☐ Final Plan ☒ PUD Amendment/Extension

V. Historic District

Is this project located in the Historic District?
☐ Yes ☒ No

VI. Description of Project

Amend the currently approved Starkweather PUD to allow for a 55% FAR on certain lots with specific hardships due to the later adopted FAR ordinance. See cover letter for more detail.

VII. Fee Schedule

Fee Item	Fee	Quantity	Total
PUD Preliminary Plan (initial review only)	$1,500.00		
PUD per acre fee	$75.00		
Rezoning	$800.00		
Condominium project	$500.00		
Subsequent PUD review/revision	$1,000.00		
Final PUD	$1,100.00		
Extension of PUD approval	$850.00		
Amendment to approved PUD	$850.00	1	$850
Special PC meeting	$900.00		
		TOTAL FEE	$850

VIII. Applicant Signature

Signature of Applicant	Date
	10/1/24

IX. Property Owner Signature

Signature of Property Owner	Date
	10/1/24

Subscribed and sworn before me this 1st day of October, 20 24.

Heidi L Vereilen
Notary Public of Michigan
Macomb County
Expires 04/09/2027
Acting in the County of Macomb

Notary Public: Heidi L Vereilen

My Commission expires: 4/9/27

For Office Use Only

		YES/DATE	NO	N/A
1.	Pre-Application Meeting			
2.	Digital Copy of Application Package			
3.	Public Hearing Notice			
4.	CWA Review			
5.	Municipal Services Review			
6.	Fire Department Review			
7.	Engineering Review			

Lombardo
CITY HOMES

Existing Homes Floor Areas and Elevations

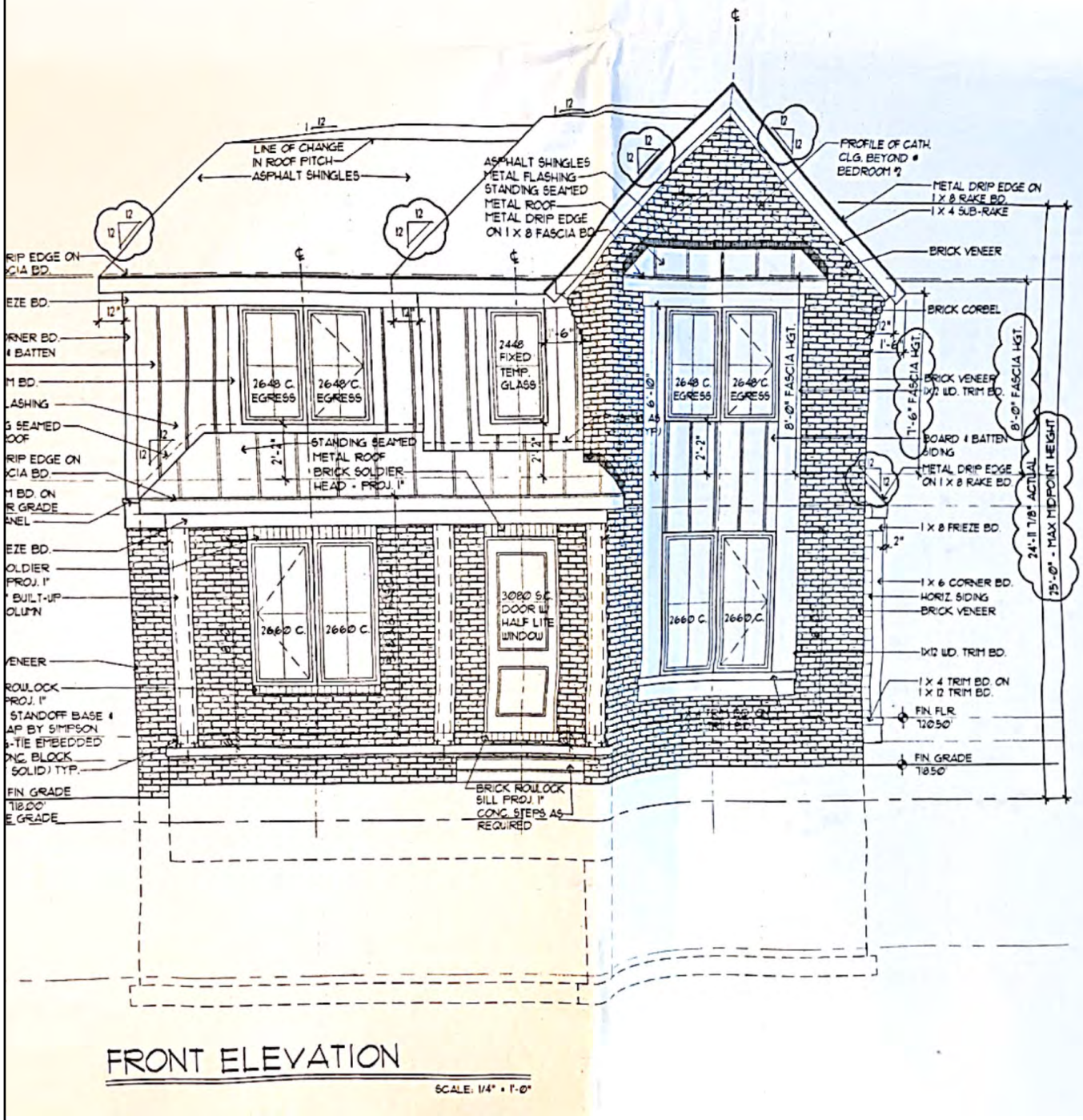


323 East Spring Street

2,710 sf detached garage

2,540 sf (detached garage)

361 East Spring Street



FRONT ELEVATION

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

MARTINI SAMARTINO Design Group

920 EAST LONG LAKE RD.
SUITE 200
TROY MI 48085
P. 248.524.0445
F. 248.524.0447

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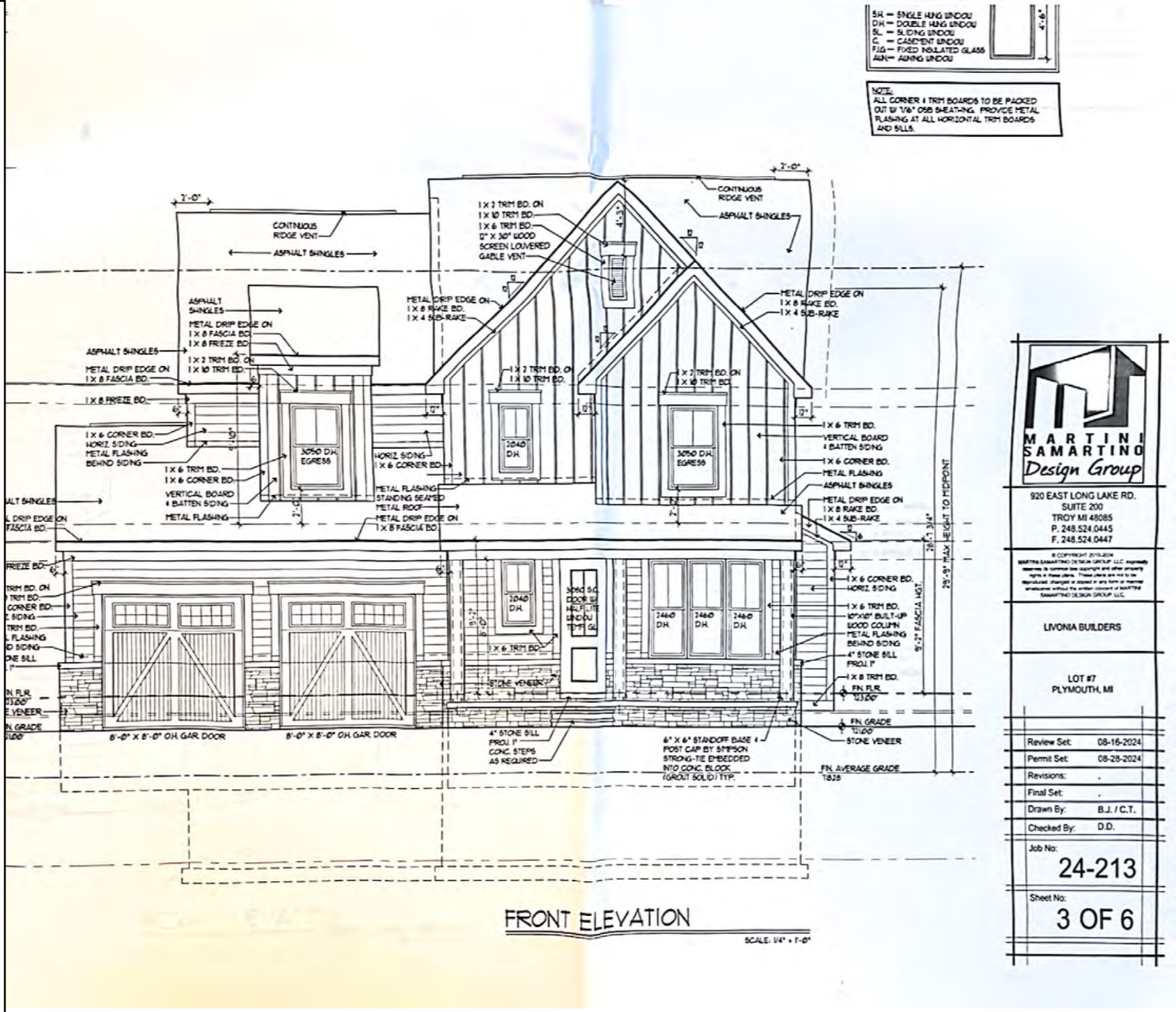
LOT #4
E. SPRING STREET
PLYMOUTH, MI

Review Set:	12.21.20
Permit Set:	02.08.21
Revisions:	09.15.21
Final Set:	11.12.21
Drawn By:	C.T.
Checked By:	D.D.
Job No:	21-242
Sheet No:	3 OF 6

Scanned with CamScanner

2,066 sf attached garage plan (2,506 sf floor area)

441 East Spring Street



FRONT ELEVATION

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

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SUITE 200
TROY MI 48085
P. 248.524.0445
F. 248.524.0447

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LIVONIA BUILDERS

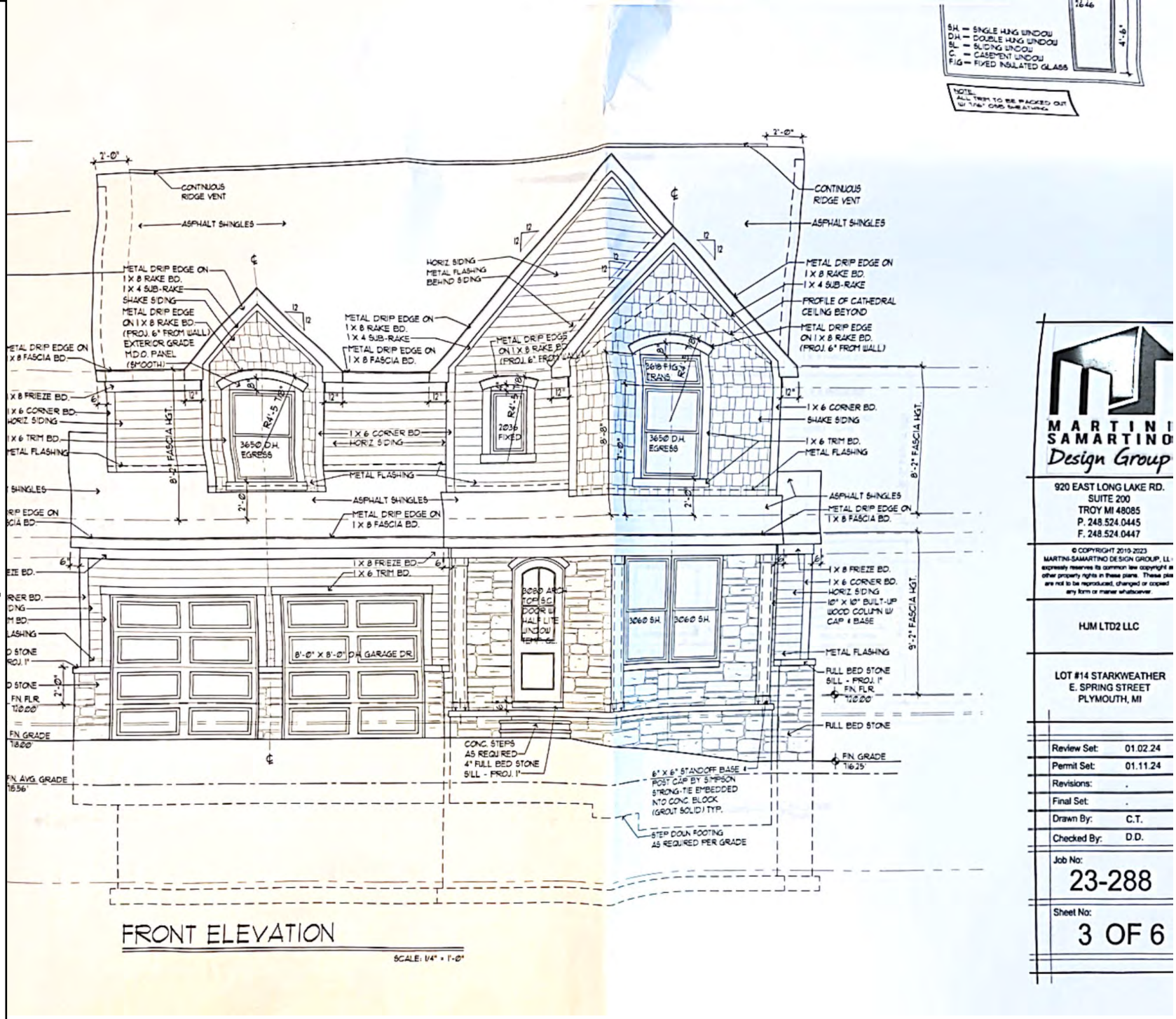
LOT #7
PLYMOUTH, MI

Review Set:	08-16-2024
Permit Set:	08-28-2024
Revisions:	-
Final Set:	-
Drawn By:	B.J. / C.T.
Checked By:	D.D.
Job No:	24-213
Sheet No:	3 OF 6

Scanned with CamScanner

3,003 sf attached garage plan (3,443 sf floor area)

406 East Spring Street



FRONT ELEVATION

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

MARTINI SAMARTINO Design Group
920 EAST LONG LAKE RD.
SUITE 200
TROY MI 48085
P. 248.524.0445
F. 248.524.0447

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HJM LTD2 LLC

LOT #14 STARKWEATHER
E. SPRING STREET
PLYMOUTH, MI

Review Set:	01.02.24
Permit Set:	01.11.24
Revisions:	.
Final Set:	.
Drawn By:	C.T.
Checked By:	D.D.

Job No: 23-288

Sheet No: 3 OF 6

Scanned with CamScanner



588 Downing Street

3,168 SF attached garage plan (3,608 sf floor area)



562 Downing Street

3,221 sf attached garage plan (3,661 sf floor area)



544 Downing Street

3,168 sf detached



526 Downing Street

2,727 sf detached

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CITY HOMES

Proposed Homes

City Homes

THE ENVI

2,206–2,215 Sq. Ft. | 3 Bedrooms | 2.5 Baths

Lombardo CITY HOMES



Contemporary



Craftsman



Farmhouse

Shown with optional detached garage.

City Homes

THE ENVI

2,206–2,215 Sq. Ft. | 3 Bedrooms | 2.5 Baths

Lombardo CITY HOMES



First Floor Plan



Second Floor Plan

Rev. 12/6/24. This depiction represents an artist's conception of the elevation and floor plan and is not intended to be an exact representation or show specific detailing. Plans remain subject to change without notice. Drawings are not to scale. All measurements shown are approximate and not necessarily to scale. Location, size and construction of doors, windows, wall, fireplaces and any other items depicted may vary depending on elevation preference or choice of options and are subject to change without notice. Some options and elevations shown may not be available in every neighborhood; see Sales Manager for details. Due to normal construction tolerances, the room sizes shown may vary slightly. The Builder may change home design, materials, features and methods of construction without prior notice. Model homes may contain some optional features not available through the Builder.

EQUAL HOUSING OPPORTUNITY

View our interactive design tool and floor plan options!

City Homes

THE EVITA

2,241–2,287 Sq. Ft. | 3 Bedrooms | 2.5 Baths

Lombardo CITY HOMES



Prairie



Farmhouse

Shown with optional detached garage.

City Homes

THE EVITA

2,241–2,287 Sq. Ft. | 3 Bedrooms | 2.5 Baths

Lombardo CITY HOMES



Second Floor Plan



First Floor Plan

Rev. 12/18/24. This depiction represents an artist's conception of the elevation and floor plan and is not intended to be an exact representation or show specific detailing. Plans remain subject to change without notice. Drawings are not to scale. All measurements shown are approximate and not necessarily to scale. Location, size and construction of doors, windows, wall, fireplaces and any other items depicted may vary depending on elevation preference or choice of options and are subject to change without notice. Some options and elevations shown may not be available in every neighborhood; see Sales Manager for details. Due to normal construction tolerances, the room sizes shown may vary slightly. The Builder may change home design, materials, features and methods of construction without prior notice. Model homes may contain some optional features not available through the Builder.

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City Homes

THE AURA

2,416–2,426 Sq. Ft. | 4 Bedrooms | 3.5 Baths

Lombardo CITY HOMES



Contemporary



Craftsman



Farmhouse

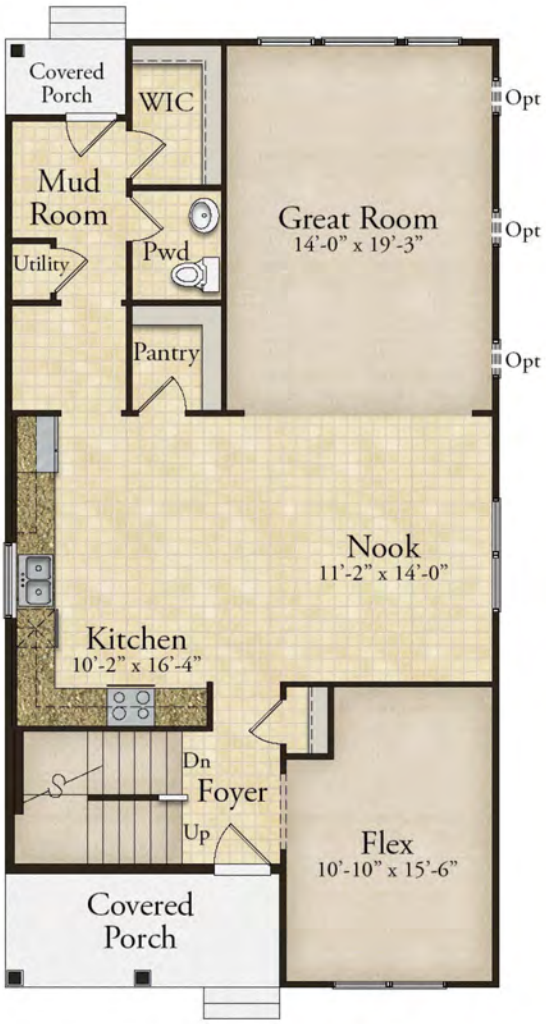
Shown with optional detached garage.

City Homes

THE AURA

2,416–2,426 Sq. Ft. | 4 Bedrooms | 3.5 Baths

Lombardo CITY HOMES



First Floor Plan



Second Floor Plan

Rev. 12/6/24. This depiction represents an artist's conception of the elevation and floor plan and is not intended to be an exact representation or show specific detailing. Plans remain subject to change without notice. Drawings are not to scale. All measurements shown are approximate and not necessarily to scale. Location, size and construction of doors, windows, wall, fireplaces and any other items depicted may vary depending on elevation preference or choice of options and are subject to change without notice. Some options and elevations shown may not be available in every neighborhood; see Sales Manager for details. Due to normal construction tolerances, the room sizes shown may vary slightly. The Builder may change home design, materials, features and methods of construction without prior notice. Model homes may contain some optional features not available through the Builder.

EQUAL HOUSING OPPORTUNITY

View our interactive design tool and floor plan options!

City Homes

THE OPTIMA - STARKWEATHER

2,920–2,935 Sq. Ft. | 3–4 Bedrooms | 2.5–3.5 Baths

Lombardo CITY HOMES



Contemporary



Craftsman



Prairie

City Homes

THE OPTIMA

2,920–2,935 Sq. Ft. | 3–4 Bedrooms | 2.5–3.5 Baths

Lombardo CITY HOMES



Second Floor Plan



First Floor Plan

Rev. 12/18/24. This depiction represents an artist's conception of the elevation and floor plan and is not intended to be an exact representation or show specific detailing. Plans remain subject to change without notice. Drawings are not to scale. All measurements shown are approximate and not necessarily to scale. Location, size and construction of doors, windows, wall, fireplaces and any other items depicted may vary depending on elevation preference or choice of options and are subject to change without notice. Some options and elevations shown may not be available in every neighborhood; see Sales Manager for details. Due to normal construction tolerances, the room sizes shown may vary slightly. The Builder may change home design, materials, features and methods of construction without prior notice. Model homes may contain some optional features not available through the Builder.

EQUAL HOUSING OPPORTUNITY

View our interactive design tool and floor plan options!

City Homes

THE PARC - STARKWEATHER

3,292–3,301 Sq. Ft. | 4–5 Bedrooms | 2.5–3.5 Baths

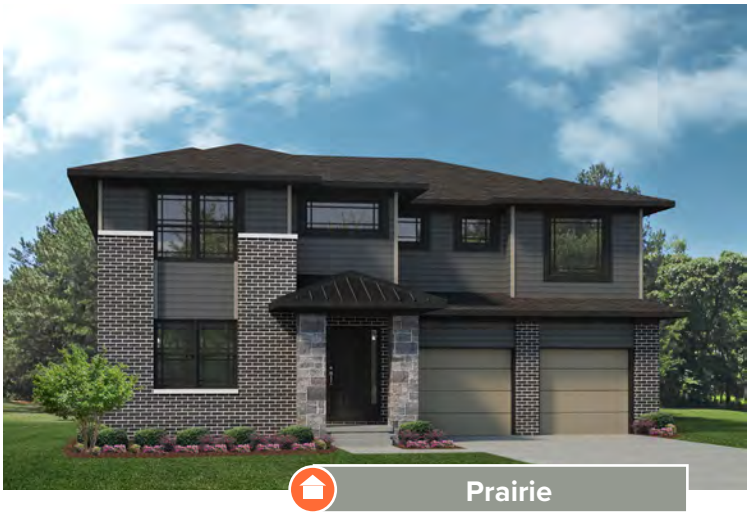
Lombardo CITY HOMES



Farmhouse



Craftsman



Prairie

City Homes

THE PARC

3,292–3,301 Sq. Ft. | 4–5 Bedrooms | 2.5–3.5 Baths

Lombardo CITY HOMES



SECOND FLOOR PLAN



FIRST FLOOR PLAN

Rev. 12/18/24. This depiction represents an artist's conception of the elevation and floor plan and is not intended to be an exact representation or show specific detailing. Plans remain subject to change without notice. Drawings are not to scale. All measurements shown are approximate and not necessarily to scale. Location, size and construction of doors, windows, wall, fireplaces and any other items depicted may vary depending on elevation preference or choice of options and are subject to change without notice. Some options and elevations shown may not be available in every neighborhood; see Sales Manager for details. Due to normal construction tolerances, the room sizes shown may vary slightly. The Builder may change home design, materials, features and methods of construction without prior notice. Model homes may contain some optional features not available through the Builder.

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Lombardo
CITY HOMES

Square Footage Comparison

Lombardo
CITY HOMES

Starkweather Existing Home Square Footage

- 323 East Spring Street – 2,710 sf
- 361 East Spring Street – 2,540 sf
- 441 East Spring Street – 2,066 sf (Floor Area = 2,506 sf) – Attached Garage
- 406 East Spring Street – 3,003 sf (Floor Area = 3,443 sf) – Attached Garage
- 588 Downing Street – 3,168 sf (Floor Area = 3,608 sf) – Attached Garage
- 562 Downing Street – 3,221 sf (Floor Area = 3,661 sf) – Attached Garage
- 544 Downing Street – 3,168 sf
- 526 Downing Street – 2,727 sf

Average square footage = 2,826 sf

Average Floor Area = 3,046 sf

Lombardo Proposed Home Square Footage

- The Envi – 2,206 sf
- The Evita – 2,241 sf
- The Aura – 2,416 sf
- The Optima – 2,920 sf (Floor Area = 3,360 sf) – Attached Garage
- The Parc – 3,292 sf (Floor Area = 3,732 sf) – Attached Garage

Average square footage = 2,615 sf

Average Floor Area = 2,791 sf

Lombardo
CITY HOMES

Draft PUD Amendment

SECOND AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT

This Second Amendment to Planned Unit Development Agreement ("**Second Amendment**") is entered into on _____, 2024, between the City of Plymouth, a Michigan municipal corporation, with its principal address at 201 S. Main Street, Plymouth, Michigan 48170 (the "**City**"), and City Homes by Lombardo LLC, a Michigan limited liability company, with its principal place of business at 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315 ("**Developer**").

RECITALS:

A. Developer's predecessor in interest, Curtis-Plymouth LLC, a Michigan limited liability company, and the City entered into a Planned Unit Development Agreement dated October 24, 2016, which was recorded in Liber 53943, Page 1454, Wayne County Records, as amended by First Amendment to Planned Unit Development Agreement recorded in Liber 56954, Page 1166, Wayne County Records (the "**First Amendment**," and together with the original Planned Unit Development Agreement, the "**PUD Agreement**"), with respect to certain real property located in the City of Plymouth, Wayne County, Michigan, which is more particularly described on **Exhibit 1** attached hereto (the "**Property**"). Capitalized terms used but not otherwise defined in this Second Amendment shall have the meanings ascribed to such terms in the PUD Agreement.

B. The PUD Plan attached to the PUD Agreement was approved on July 21, 2015.

C. Subsequent to date that the PUD Agreement was approved, the City adopted Ordinance No. 2017-01 ("**FAR Ordinance**"), which regulates residential floor area ratios in residential districts and requires a floor area ratio of 0.40 for all units within the Property.

D. The application of the FAR Ordinance, together with other applicable ordinances, would create a hardship as to certain walkout units within the Property, which are the smallest approved units on the PUD Plan. Specifically, such ordinances provide that front entry garages must be a minimum of twenty-two (22) feet wide and a maximum of fifty percent (50%) of the front elevation, which would require any home with an attached front entry garage to be a minimum of forty-four (44) feet wide. Such requirements cause a significant architectural hardship in designing a home with an attached front entry garage that meets the FAR Ordinance on the very small walkout units within the Property, and effectively require the construction of detached garages on the walkout units. However, due to the topography of the walkout units, detached garages would either need to be elevated with a large brick wall in the rear yard or would need to be constructed at grade, which would require the owner of the residence on each such unit

to ascend approximately eight (8) feet of grade to travel from the garage to the finished floor of the residence.

E. Developer has requested from the City that relief be granted from the FAR Ordinance as to the walkout units, which are units 12, 13, 21, 22 and 23, and that a floor area ratio of 0.55 be permitted for such units. Such floor area ratio would allow for attached front-entry garages to be constructed on such units.

F. Developer and the City desire to amend the PUD Agreement to allow for the requested relief, as well as to incorporate certain other revisions regarding privacy fencing, subject to the terms and conditions set forth in this Second Amendment.

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

1. **Floor Area Ratios**. The maximum floor area ratios of units 12, 13, 21, 22 and 23 shall be 0.55. All other units on the Property shall comply with the FAR Ordinance, and shall have a maximum floor area ratio of 0.40.

2. **Privacy Fencing**. The first sentence of Section 6 of the First Amendment is hereby amended and restated in its entirety to read as follows: "Developer shall install a six foot (6') privacy fence along the southern boundary of single family detached residential unit 19."

3. **Ratification**. Except as amended by this Second Amendment, the PUD Agreement is hereby ratified by the parties and shall continue in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

The parties hereto have set their hands and seals as of the day and year first above written.

City of Plymouth, a Michigan municipal corporation

By: _____
Nick Moroz
Its: Mayor

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____, 2024, by Nick Moroz, Mayor of City of Plymouth, a Michigan municipal corporation, on behalf of the corporation.

_____
_____, Notary Public
_____ County, Michigan
Acting in the County of _____
My commission expires: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

City Homes by Lombardo LLC, a Michigan limited liability company

By: _____

Its: Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me on _____, 2024, by _____, Authorized Agent of City Homes by Lombardo LLC, a Michigan limited liability company, on behalf of the limited liability company.

_____
_____, Notary Public
_____ County, Michigan
Acting in the County of _____
My commission expires: _____

Drafted by:

Brandon J. Muller
Clark Hill PLC
220 Park Street, Suite 200
Birmingham, Michigan 48009

When recorded, return to:

Clerk
City of Plymouth
201 S. Main Street
Plymouth, Michigan 48170

Exhibit 1

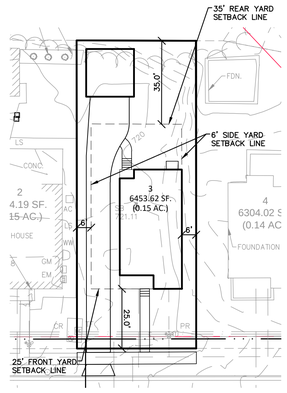
Legal Description

LOT 437, LOT 436 EXCEPT THE WEST 146.50 FEET, AND PART OF LOTS 438 AND 429 OF ASSESSOR'S PLYMOUTH PLAT NO. 15 OF THAT PART OF BRADNER AND HOLBROOK'S SUBDIVISION LYING IN SECTION 26 AND OF PART OF THE W. 1/2 OF THE N.E. 1/4 OF SECTION 26, T.1S., R.8E., CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN AS RECORDED IN LIBER 66 OF PLATS, PAGE 81, WAYNE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 437, ALSO BEING A POINT ON THE EAST LINE OF N. HOLBROOK AVENUE (66' WIDE); THENCE N.02°16'00"W., 166.18 FEET ALONG THE EAST LINE OF SAID N. HOLBROOK AVENUE TO THE NORTHWEST CORNER OF SAID LOT 437, ALSO BEING A POINT OF INTERSECTION OF THE EAST LINE OF SAID N. HOLBROOK AVENUE AND THE SOUTH LINE OF E. SPRING STREET (49.50' WIDE); THENCE N.87°43'01"E., 296.93 FEET ALONG THE SOUTH LINE OF SAID E. SPRING STREET; THENCE N.20°59'01"E., 143.68 FEET TO THE NORTHEAST CORNER OF LOT 439 OF SAID ASSESSOR'S PLYMOUTH PLAT NO. 15; THENCE S.56°56'39"E., 27.86 FEET TO THE SOUTHEAST CORNER OF LOT 444 OF SAID ASSESSOR'S PLYMOUTH PLAT NO. 15; THENCE S.89°49'33"E., 111.44 FEET; THENCE N.33°30'54"E., 311.77 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 429; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTHEASTERLY LINE OF SAID LOT 429: 1) S.48°51'58"E., 163.99 FEET, 2) S.17°22'44"E., 161.22 FEET AND 3) S.03°27'41"W., 281.32 FEET; THENCE S.78°45'48"E., 98.70 FEET; THENCE S.21°12'06"W., 179.53 FEET; THENCE S.12°38'12"W., 83.07 FEET; THENCE S.79°51'22"W., 60.00 FEET; THENCE N.11°58'17"E., 55.91 FEET; THENCE N.86°38'08"W., 47.32 FEET; THENCE N.02°24'18"E., 30.64 FEET; THENCE N.86°38'08"W., 150.10 FEET; THENCE N.02°18'04"E., 204.77 FEET; THENCE S.89°56'51"W., 108.98 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 429, ALSO BEING A POINT ON THE EASTERLY LINE OF SAID LOT 438; THENCE S.12°50'12"W., 28.19 FEET ALONG THE WESTERLY LINE OF SAID LOT 429, ALSO BEING ALONG THE EASTERLY LINE OF SAID LOT 438; THENCE S.89°55'55"W., 212.70 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 438; THENCE S.87°53'59"W., 7.73 FEET ALONG THE SOUTH LINE OF SAID LOT 438 TO THE NORTHEAST CORNER OF SAID LOT 436; THENCE S.17°47'42"W., 50.78 FEET TO THE SOUTHEAST CORNER OF SAID LOT 436; THENCE S.87°57'43"W., 82.44 FEET ALONG THE SOUTH LINE OF SAID LOT 436; THENCE N.02°16'00"W., 47.66 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 436; THENCE S.87°53'59"W., 146.50 FEET ALONG THE NORTH LINE OF SAID LOT 436 TO THE POINT OF BEGINNING.

CONTAINING: 308,427.09 SQ. FT. OR 7.08 ACRES

Parcel Table	
Parcel #	Area
1	7216.82
3	6453.62
5	6035.67
6	7332.19
8	7691.16
9	12728.21
10	9105.83
11	7442.70

Parcel Table	
Parcel #	Area
12	6483.36
13	6834.31
19	7728.36
20	8873.78
21	6393.48
22	6480.00
23	6480.62



TYPICAL UNIT SETBCK DETAIL

SCALE 1"=30'



Location Map

N.T.S.

PARKING CALCULATIONS

RENOVATED BUILDING ONLY:

TWO-FAMILY RESIDENTIAL REQUIREMENTS
TWO SPACES / UNIT
15 UNITS X 2 = 30 SPACES REQUIRED

30 PARKING SPACES PROVIDED ON-SITE

NOTES

GARBAGE FOR RESIDENTIAL HOMES WILL BE HANDLED VIA CURBSIDE PICK UP.

PORCHES ON PROPOSED LOT WILL BE ALLOWED TO ENCROACH INTO THE FRONT YARD SETBACK A MAXIMUM OF 7'

NO ON-SITE GRADING SHALL EXCEED 1:3 SLOPE (TYP)

STORM WATER MANAGEMENT AGREEMENT HAS BEEN OBTAINED BETWEEN THE OWNER OF 409 PLYMOUTH ROAD PROPERTY AND THE STARKWEATHER SCHOOL PROPERTY DEVELOPMENT OWNER.

AS PART OF THE PREVIOUS DEVELOPERS IMPROVEMENTS, ALL SITE INFRASTRUCTURE HAS BEEN INSTALLED, INCLUDING WATER AND SANITARY SEWER SERVICE LEADS TO EACH LOT. CURRENT DEVELOPER SHALL CONNECT TO EXISTING LEADS AND ADJUST AS NEEDED TO ACCOMMODATE REVISED LAYOUT AND GRADING (TYP)

LEGEND

LOMBARDO HOMES DEVELOPMENT
LOTS 1,3,5,6,8–13 AND 19–23

VARIANCE REQUIRED FROM
40% FAR REQUIREMENT –
55% REQUESTED

PAVING LEGEND

PROPOSED CONCRETE PAVEMENT

PROPOSED ASPHALT PAVEMENT

LEGEND

EXISTING SANITARY SEWER
SAN. CLEAN OUT
EXISTING WATERMAIN
EXISTING STORM SEWER
EX. R. Y. CATCH BASIN
EXISTING BURIED CABLES
OVERHEAD LINES
LIGHT POLE
SIGN
EXISTING GAS MAIN
PR. SANITARY SEWER
PR. WATER MAIN
PR. STORM SEWER
PR. R. Y. CATCH BASIN
PROPOSED LIGHT POLE

NF ENGINEERS

CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257
WWW.NOWAKFRAUS.COM

SEAL

STATE OF MICHIGAN
ALLEN J. EIZEMBER
ENGINEER
NO. 62010145
LICENSED PROFESSIONAL ENGINEER

PROJECT

Lombardo Homes - Starkweather Condominium
W.C. Plan No. 1148
Plymouth, MI

CLIENT

Lombardo Companies
13001 23 Mile Road,
Suite 200,
Shelby Township, MI 48315
Contact: Cosimo Lombardo
Phone: 586.232.9098
Email:
cosimo@lombardohomes.com

PROJECT LOCATION

Part of the NE 1/4
of Section 26
T.1S., R.8E.,
City of Plymouth,
Wayne County, Michigan

SHEET

Dimensional Site Plan

811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
11-11-2024	ISSUED TO CLIENT

DRAWN BY: R. Johnson
DESIGNED BY: B. Brickel
APPROVED BY: B. Brickel
DATE: June 3, 2024
SCALE: 1" = 40'

40 20 0 20 40 60

NFE JOB NO. H145-05
SHEET NO. C2

\2500-2000 Files\H000-FILES\H145-05\Office\Construction Documents\H145-05_SIT.dwg 12/10/2024 7:34 AM

Carlisle | Wortman
ASSOCIATES, INC.
117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

MEMORANDUM

TO: City of Plymouth Planning Commission

FROM: Sally M. Elmiger, AICP, LEED AP

DATE: February 6, 2025

RE: Starkweather School PUD – Proposed Amendment to Floor Area Ratio & Elimination of Required Fence Delineating Park

The applicant is requesting a second PUD Amendment to increase the Floor Area Ratio for five units in this residential Planned Unit Development (PUD) from 40% of the lot area to 55% of the lot area. They are also asking to eliminate the required fence delineating the project park from residential lots.

PROJECT HISTORY

This project was originally approved on April 4, 2016, and offered three public benefits in exchange for flexibility in application of the zoning requirements. The three benefits were to repurpose Starkweather School into multi-family apartments, a small park (which was amended in 2021), and an easement for future access to Edward Hines Drive trail system. Each are illustrated below.

1) **Repurposing of Starkweather School**. A street view of the school is shown below. The building has been repurposed into 22, 1-bedroom and 2-bedroom apartments.

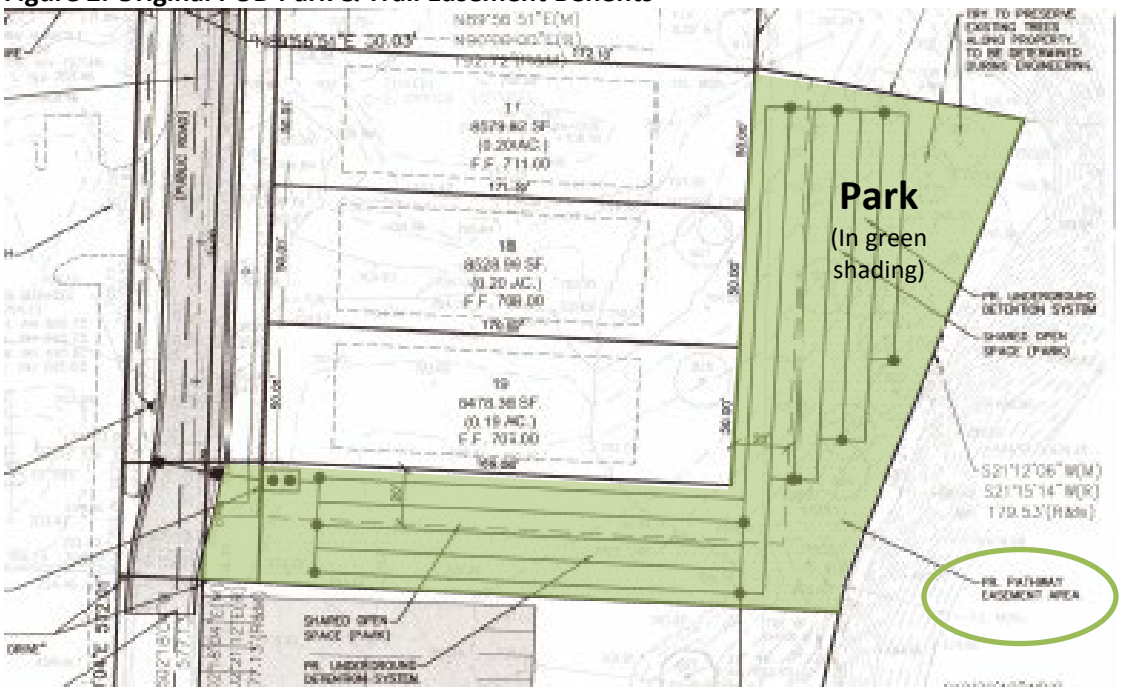
Figure 1. Starkweather Lofts (Source: Google Maps (Image Capture October 2024))



Benjamin R. Carlisle, *President* John L. Enos, *Vice President* Douglas J. Lewan, *Principal*
David Scurto, *Principal* Sally M. Elmiger, *Principal* R. Donald Wortman, *Principal* Craig Strong, *Principal*
Paul Montagno, *Principal* Megan Masson-Minock, *Principal* Laura Kreps, *Principal* Brent Strong, *Principal*
Richard K. Carlisle, *Past President/Senior Principal*

2 & 3) **Small Park (0.47-acres – 20,473 s.f.) & Pathway Easement to Edward Hines Drive Trail.**

Figure 2. Original PUD Park & Trail Easement Benefits



Source: Starkweather School Redevelopment Project PUD plan, with latest revision date of 9-10-15

Project Deviations

The original project deviates from the ordinance in the following ways. These deviations were permitted in exchange for the three benefits:

1. Single-family Residential use on land zoned for Office use.
2. Lot size (less than 7,200 s.f.) on 10 lots
3. Lot width (less than 60 feet) on 12 lots
4. Front porches extending into the front yard setback by up to 7 feet, while steps projecting an additional 2 feet further.
5. Rear yard setback (less than 35 feet) on 3 lots
6. Units 1, 6-16 and 20-23, are allowed to have a front facing, attached garage along the front facade, under the following requirements:
   - 6.3 .1 The front plane of the garage shall be set back an additional 5 feet from the front setback (for a minimum of 30 feet from the front setback) for attached garages;
   - 6.3.2 The garage width shall be less than 50% of the overall width of the house;
   - 6.3.3 There shall be two (2) single-car doors instead of one (1) two-car door;
   - 6.3.4 At least one architectural feature shall include:
     a) pillars/posts on each side of the garage;
     b) a trellis in front of, and over, the garage; or
     c) dormers over the garage if there is living space over the garage.

2021 PUD Amendment

In 2021, the Planning Commission recommended, and the City Commission approved the First PUD Amendment, consisting of the following changes:

1) To allow construction of six (6) parking spaces within the boundaries of the PUD park, and
2) To allow some homes to be taller than the allowed maximum height (i.e., additional deviation).

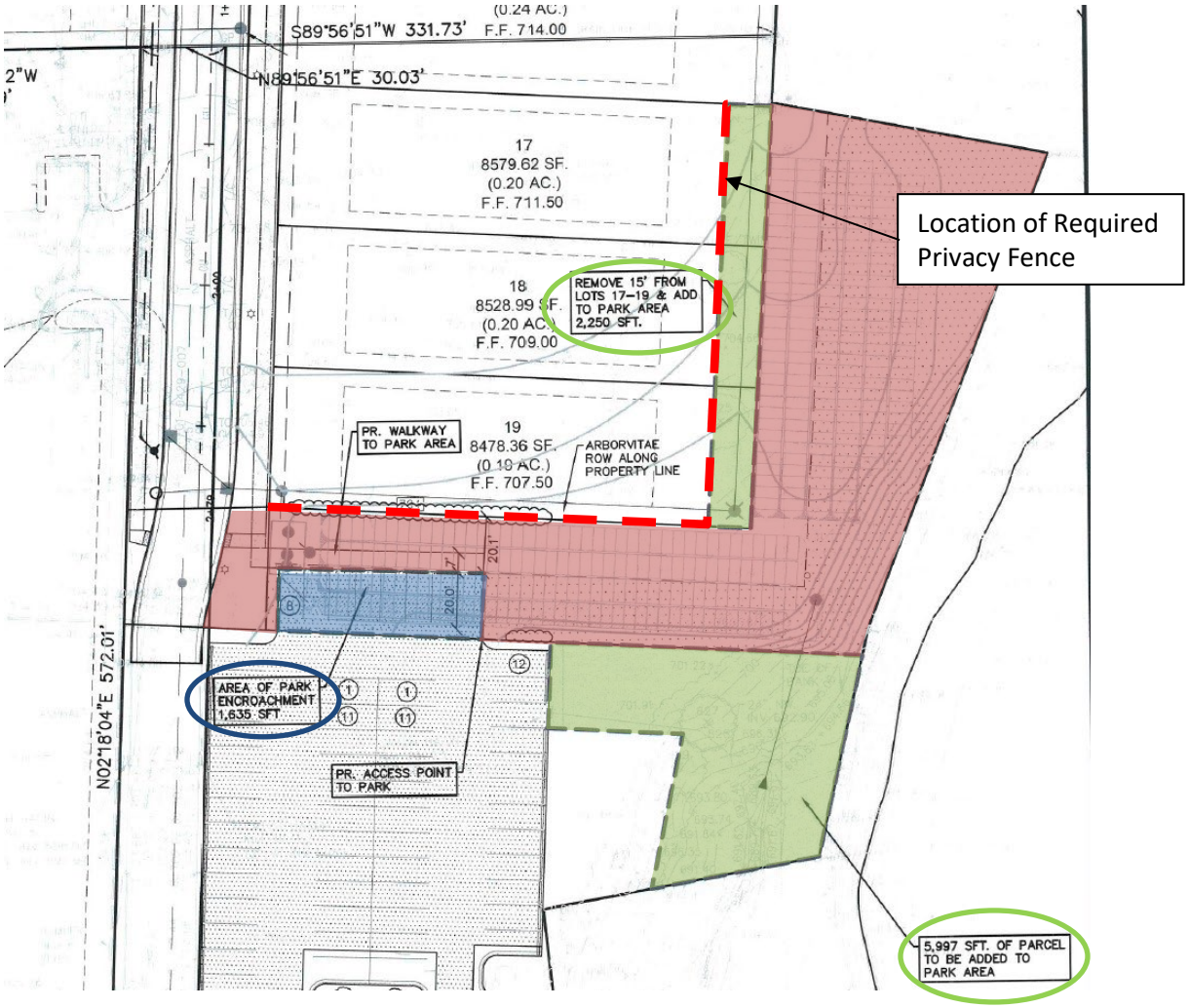
Parking Spaces in PUD Park

The neighbor to the south (an office use) asked the developer if they could locate six (6) parking spaces in the PUD park. The parking spaces were intended for use by the office, not users of the PUD park. The image below shows the original park boundaries (in red shading), the parking space encroachment into the park (in blue shading), and additional park land offered in exchange for this change (in green shading). The original park was 20,473 s.f., and the amended park is 27,085 s.f. The amendment was conditioned upon the following:

> *"Developer shall install a six-foot (6') privacy fence along the southern boundary of single-family detached residential unit 19, and the rear boundaries of single-family detached residential units 17, 18 and 19. Such fences shall be installed prior to the City issuing a Certificate of Occupancy on the home for each of these units." (Source: First Amendment to Planned Unit Development Agreement, approved by City Commission on July 19, 2021.)*

To accommodate the larger park space behind lots 17-19, these lot sizes were reduced as follows:

a. Lot 17 – Was 8,579 s.f.; reduced to approximately 7,857 s.f.
b. Lot 18 – Was 8,528 s.f.; reduced to approximately 7,806 s.f.
c. Lot 19 – Was 8,478 s.f.; reduced to approximately 7,755 s.f.



Height Deviation

The 2021 PUD amendment also included a height deviation, detailed as follows:

1) Building heights for lots 1-3, 7-17, and 21-23 are allowed to be between 0.75 and 5.88-feet taller than the 25-foot height maximum (25-feet/2 stories) in the ordinance, as long as:
   a. The first-floor ceiling height is no more than 9 feet tall;
   b. The second-floor ceiling height is no more than 8 feet tall; and
   c. All structures **adhere to the Floor Area Ratio** and all other ordinance requirements.

Current Request

This Second PUD Amendment is asking the Planning Commission to allow an additional deviation and site plan modification:

1) Requesting five (of the remaining 15 undeveloped lots) to have Floor Area Ratio dimensions of 55% of the lot (vs. the maximum allowed of 40% per lot) as a deviation.
2) To eliminate the fence at the rear of Lots 17-19 between these units and the PUD Park.

Relevant information about these five lots is provided in the table below:

Table 1. Subject Lot Details

Lot No.	Lot Area	Lot Width	40% FAR	55% FAR	Existing Deviations	
					Lot Area	Height
12	6,483 s.f.	61 ft.	2,593 s.f.	3,566 s.f.	Y	Y
13	6,834 s.f.	62 ft.	2,733 s.f.	3,759 s.f.	Y	Y
21	6,393 s.f.	60 ft.	2,557 s.f.	3,516 s.f.	Y	Y
22	6,480 s.f.	60 ft.	2,592 s.f.	3,564 s.f.	Y	Y
23	6,480 s.f.	60 ft.	2,592 s.f.	3,564 s.f.	Y	Y

PUD CRITERIA

Section 78-311(c) of the City of Plymouth Zoning Ordinance establishes PUD criteria which determine the overall eligibility for a Planned Unit Development. A PUD Amendment must also be evaluated by these criteria. The PUD criteria are listed below, and we provide a response to each.

(1) Grant of the planned unit development will result in one (1) of the following:

a. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations;

CWA Comment: The public benefits of the original PUD and First PUD Amendment include the following:

1) Repurposing Starkweather School into multi-family apartment units.
2) A 27,085 s.f. PUD park (per First PUD Amendment)
3) A pathway easement in the PUD Park to allow access to a future trail to the Edward Hines pathway

The proposed Floor Area Ratio (FAR) does not impact the public benefits offered by this project. However, it does represent an additional deviation from the previous approvals, one of which was

specifically conditioned on the Floor Area Ratio of the residential buildings meeting ordinance requirements. The City Commission approved the Floor Area Ratio ordinance (with the 40% maximum FAR) at their December 19, 2016, meeting. So, the FAR ordinance was effective at the time the height deviations were granted. In comparison, the Planning Commission sent the original PUD to the City Commission in August of 2015, and the City Commission approved it at their April 4, 2016, meeting. The main purpose of the FAR ordinance is to base the size of the house on the size of the lot.

The applicant explains the need for the requested deviation on these five lots in a narrative. The narrative states that building a detached garage for walk-out homes would require the homeowner to walk up hill to reach the home's mudroom. Their reason for asking for additional FAR is stated as follows:

> *Lombardo would like to propose only front entry attached garage plans on the walkout homesites. As you know, the FAR ordinance includes the garage in the floor area if it is attached the home. In addition to this, the garages on these homes are required to be 22' wide and only comprise 50% of the front elevation, which ends up requiring the home to be 44' wide where one might typically only make the home 40' wide or even less. All of the requirements for an attached garage plan make the home wider and larger which makes it very impractical to comply with a 40% FAR on homesites that both have walkout basement conditions and small lot areas.*
>
> *Lombardo's Optima plan is the smallest floor plan we would like to offer within the community being a 2,920 square foot home with a 2-car attached front entry garage and it will fit on all of the homesites if Lombardo receives approval for a 55% FAR on homesites 12,13,21,22, and 23.*

We have the following comments:

1) All the home sites requesting the additional FAR were approved for an attached, front-facing garage in the original PUD plan (see Page 2 of this review for conditions in the PUD Agreement). Therefore, a detached garage was not expected on these sites.
2) As illustrated in Table 1 on Page 4 of this review, a house with an attached garage must be in the range of 2,500 s.f. to meet the 40% FAR on these five lots (including the attached garage). If a typical 2-car garage measures 440 s.f., then the living area of a FAR-compliant house must be in the range of 2,000 s.f. As explained by the applicant, they have other compliant home designs, but the attached garages on these compliant designs would occupy more than 50% of the front façade of the home. One example is a 40-foot-wide house, with a 22-foot-wide (per ordinance) attached garage. In this scenario, the garage would occupy 0.55% of the front face of the house. We consider this deviation preferable than a house that is 1,000 s.f. larger than the permitted FAR. The purpose of the FAR is to match the scale of the home to the size of the lot, and the requested deviation, in our opinion, does not meet this goal.

The Planning Commission will need to consider if the public benefits are in balance with the existing and requested deviations for the project.

b. Long-term protection and preservation of natural resources and natural features of a significant quantity and/or quality, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations;

CWA Comment. No natural features exist on the project site.

c. Long-term protection of historic structures or significant architecture worthy of historic preservation; or

CWA Comment. One of the public benefits offered by this project is preservation and re-use of the historic Starkweather School building.

d. A nonconforming use shall, to a material extent, be rendered more conforming, or less offensive, to the zoning district in which it is situated.

CWA Comment: There are no non-conforming uses on the subject site.

(2) The proposed type and density of use shall not result in an unreasonable increase in the need for or burden upon public services, facilities, roads and utilities.

CWA Comment: The increase in FAR will not result in an unreasonable increase in the need for or burden upon public services.

The proposed fence along the rear boundary of lots #17-#19 will clearly identify the boundary between the park (public space), and the lots (private space), and help to ensure people using the park don't trespass on these lots. This fence will also eliminate the possibility of conflicts between homeowners and park users. If the fence behind these units is not installed, misunderstandings regarding the exact location of the park boundary will add to possible conflicts, which could involve the police or other city services to address.

(3) The proposed planned unit development shall be consistent with the public health, safety and welfare of the City.

CWA Comment: In our opinion, it is unlikely that the increase in FAR will not be consistent with the public health, safety and welfare of the City. Eliminating the fence at the rear of lots #17-#19 will open the back yards to activity in the park, which could be a nuisance or detrimental to the lot owners.

(4) The proposed planned unit development shall not result in an unreasonable negative environmental impact or loss of a historic structure on the subject site or surrounding land.

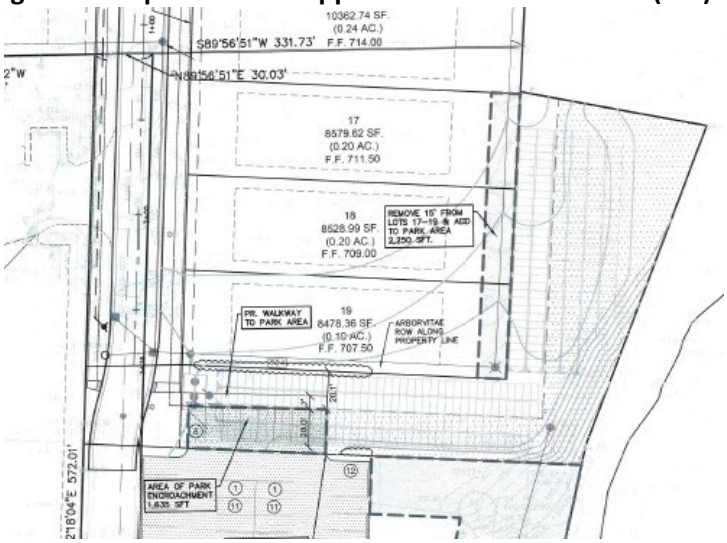
CWA Comment: The original project repurposed the historic Starkweather School.

Regarding environmental impacts:

- The larger FAR would most likely increase the footprint of the house, and to a small degree, the stormwater runoff from these sites.

- The request to eliminate the fence behind units #17-19 is contrary to the 2021 First PUD Amendment, where additional park space was acquired from the rear portions of these lots. Another intent of the fence along the rear of these lots was to definitively identify where private property ends, and public property begins. As can be seen from a recent aerial photograph, it appears that landscaping of the new homes on lots #17 and #18 encroaches into the PUD park. This condition will need to be addressed by the developer to ensure the approved PUD plan is implemented.

Figure 2: Proposed Park - Approved Amendment 2021 (left) and Existing Conditions 2024 (right)



Source: PUD Amendment 2021



Source: Near Map (Image Capture October 7, 2024)

(5) The proposed planned unit development shall not result in an unreasonable negative economic impact upon surrounding properties.

CWA Comment: The concept for this project was to create a neighborhood that was consistent with the historical character of Plymouth. One design element the Planning Commission considered important was that the size of the home fit comfortably on the lot and didn't overwhelm the lot. New homes that comply with the FAR maximum will accomplish this goal. Compliant homes will also not negatively impact surrounding properties.

(6) The proposed planned unit development shall be under single ownership and/or control such that there is a single person, corporation, or partnership having responsibility for completing the project in conformity with this article.

CWA Comment: The applicant has provided a draft Second PUD Amendment, which clearly identifies City Homes by Lombardo as the developer responsible to implement the approved PUD plan.

(7) The proposed planned unit development shall be consistent with the goals and policies of the City Master Plan.

CWA Comment: The City's Master Plan provides a "Residential Vision Statement" that describes how new homes should integrate into the city's current residential neighborhoods:

- *Residential Vision Statement. Homes in the City of Plymouth shall contribute to the character and desirability of the City. They shall maintain the walkable character of the neighborhoods, with appropriate heights relative to the street, and appropriate distance from sidewalks.* ***They shall be built size-appropriate to their lots****, allowing adequate space and sunlight to neighboring homes. They shall maximize green space and trees, and minimize concrete surfaces to allow for both the continued forestation of Plymouth, and allow for the City infrastructure's water management.*

We don't consider the increase in FAR to be consistent with the Master Plan.

Regarding the fence between the rear of lots #17 - #19, the Master Plan does not address this PUD Park, as it is intended for use of the residents of this development, and not the general public (except for the easement through the PUD Park to allow a future connection with Edwards Hines Drive trail system).

(8) The proposed use or uses shall be of such location, size, and character as to be in harmony with the zoning district in which it is situated, and shall not be detrimental to the adjoining zoning districts.

CWA Comment: Regarding the requested FAR increase to 55% of the lot, this could change the character of this development and is not in harmony with the original PUD proposal, or the 2021 First PUD Amendment. Regarding the fence delineating lots #17-#19 from the PUD Park, not having this fence will allow park users to enter these lots, and on the other hand, allow lot owners to occupy the park as part of their rear yard. This condition is not in harmony with the original PUD proposal, or the 2021 First PUD Amendment.

(9) A demonstration that the PUD is not proposed in an attempt by the applicant to circumvent the strict application of zoning standards.

CWA Comment: The applicant is asking for a FAR deviation, when in our opinion, a less impactful deviation (allowing the garage to occupy 0.55% of the front façade of the home) can be accomplished. The fence isn't an ordinance deviation, but a practical solution to ensure that the PUD Park (one of the public benefits) is usable by all PUD residents, and avoid conflicts between PUD Park users and the lot owners.

RECOMMENDATIONS

FAR Deviation Request

In our opinion, the requested FAR deviation would create buildings that are not scaled to the size of the individual lots they occupy, and will establish a character that is contrary to the intended character of the original PUD project. The increased FAR also does not meet the vision for single-family residential buildings in the Master Plan. We consider another alternative to be less impactful to this project than the

proposed FAR increase; that alternative is to allow the attached garage to occupy 0.55% of the front face of the house on FAR-compliant homes. While this is a deviation that will need City approval, it will locate buildings on these small lots that fit the lot (as other homes in this development and around the city). Meeting the FAR maximum will have a greater positive impact to the neighborhood character envisioned by the original project approvals than the small 5% (or 2-foot) deviation for a slightly wider attached garage.

Eliminating Fence Behind Lots #17-#19

By not clearly delineating the line between "public" space and "private" space, the lack of fencing along the rear property lines of lots #17-#19 will allow PUD Park users to enter these lots, and also allow the owners of lots #17-#19 to occupy land that was intended for use by all PUD residents (the PUD Park). Not having this line demarcated could also increase the likelihood of conflicts that will involve city staff or Police. As described in this review, we don't consider this change to be consistent with the intent of the previous approvals of this project, or meet all of the PUC criteria.

The Planning Commission will need to evaluate the FAR and fence requests against the PUD criteria in the ordinance and determine if each request meets the criteria. Also, the developer will need to rectify the apparent encroachment of landscaping from lots #17 and #18 on the PUD Park.

Sally M. Elmiger

CARLISLE/WORTMAN ASSOC., INC.
Sally M. Elmiger, AICP, LEED AP
Principal

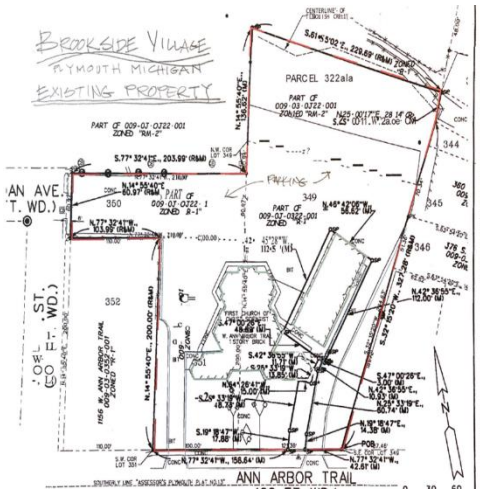
1100 W Ann Arbor Trail

PROPOSED PUD DEVELOPMENT (Revised) – JANUARY, 2025

PROJECT NARRATIVE & PUBLIC BENEFITS

PROJECT OVERVIEW / HISTORY

The genesis for this project has come about from a simple need for the **First Church of Christ, Scientist, Plymouth**, a Church group that has been part of the Plymouth community for around **120 years**, to **'downsize' into a smaller facility** that would be more suited to their current and future congregation size. Their existing facility, built in the 1950's, is simply way too large currently for their needs. In fact, the main structure is presently being rented to a different Church while the First Church of Christ, Scientist, Plymouth group occupies the smaller existing building on site.



Since they do not need the whole site for their new Church, the new design has evolved that would allow for a new smaller Church building on a portion of the existing land and a new small community of Townhome units to be built on the remaining portion of land. Multiple versions of this project scope have been presented over the past 2 ½ years. Previous submissions have been presented on **March 8, 2023, April 12, 2023, July 19, 2023, and May 8, 2024**. The scope being presented at this time calls for the following primary scope items:

- ***A new single-story Church building of around 3,400 sf***
- ***A new primary parking lot with 43 spaces – ALL accessed from Ann Arbor Trail***
- ***17 new Townhome units, with a paved 1 or 2 car parking aprons in front of each unit***
- ***3 new Streetside Condo Homes with 2 car garages***
- ***All new underground utilities including a Stormwater Detention System***
- ***Multiple Public Benefit Improvements and features for the Plymouth Community as described***

PRIMARY DESIGN UPDATE: During all previous submission reviews, concerns were presented by the neighbors regarding traffic to and through Sheridan Street. One significant new feature of the latest design as submitted is that access to Sheridan from the new development has been ELIMINATED. There will not be any traffic entering or exiting the site onto Sheridan Street. ALL traffic will now enter and exit the site from Ann Arbor Trail. This will completely remove any concerns regarding traffic along Sheridan Street.

Additional narrative descriptions and detailed drawings that depict all project scope elements are included in this submission. In lieu of referencing previous submission details, this current submission is focused simply on providing concise presentation of the current present proposed scope. Should differences with previous submissions be requested, we could put that information together.

NEED FOR A PUD

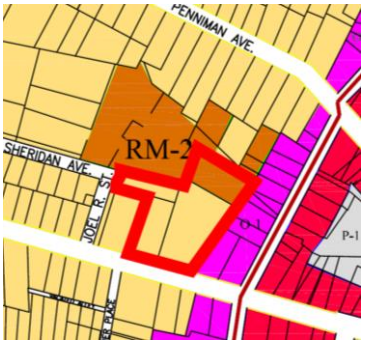
This project was initially introduced in mid-**2022** as two separate projects for a smaller new Church + **30** new residential townhouses. Due to constraints defined in the Religious Institutions Zoning Ordinance **(Section 78-296)**, it became necessary to combine both the Church and Residential project scopes into a single project under the PUD process. This is the **only way** to achieve a small Church building in Plymouth. In fact, we believe that most of the existing Churches in the center Plymouth area, including the existing Christ Scientist facility, are not in conformance with the Zoning Ordinance at this time.

ZONING DISCUSSION

The existing property is presently zoned primarily **'R-1'** Residential, which allows for a Church use. (Note, there is a small portion of the North side of the existing property that is zoned **'RM-2'**). The adjacent senior housing property to the Northwest is zoned **'RM-2'** Multi-Family and the property to the East is zoned **'O-1'** Office.



Future Land Use Map



Existing Zoning Map

The Future Land Use Plan has designated this property for a **'Mixed Use – Low Density'** future zoning. Our proposed combination of lower density Townhouse residential along with the Church that operates a small public bookstore (The Christian Science Reading Room), represents a **perfect application to address the Master Plan goals** for this transition parcel located between the commercial and residential neighborhoods.

PUBLIC BENEFITS SUMMARY

During the previous project introductions and submissions, a need to improve the scope of additional project elements that would be considered as a **Public Benefit** to the overall community was mentioned. This summary along with assorted attachments as referenced represent a significant upgrade toward providing the community with select project elements that would be of additional benefit to the City and our neighbors that would be done ONLY as part of the proposed development. Specific descriptions of these Benefits are as follows:

1. New Housing Type Per Master Plan Goals

The City of Plymouth has a wonderfully varied assortment of high quality single family homes throughout their various neighborhoods. This represents the majority of the housing stock in Plymouth. As the community ages out of their family homes, there are few options to 'downsize' into a smaller, high-quality home with reduced maintenance. The proposed Brookside Village Townhome units offer the community a new housing 'type' to satisfy this market demand. The goal is to develop more of these housing multi-family housing types is clearly referenced in the Master Plan. This proposed PUD project will work toward achieving this critical new housing goal.

2. Extend and Improve Tonquish Creek Trail to McKinley Ave.

Presently, the 'usable' portion of the Tonquish Creek Trail exists from the NW corner of the Tonquish Manor to the East to Harvey Street. While there is available ROW land that extends to the West, that part of the Trail is either unimproved soil or aged wooden boardwalk. The project would propose to clean up and provide a usable new 8 foot wide aggregate surface from the present end of the paved Trail to where the Trail ROW connects to McKinley Avenue. This is around a 500 ft long section of Trail.



Existing Trail Looking East toward the Manor



Existing Trail Looking West toward McKinley





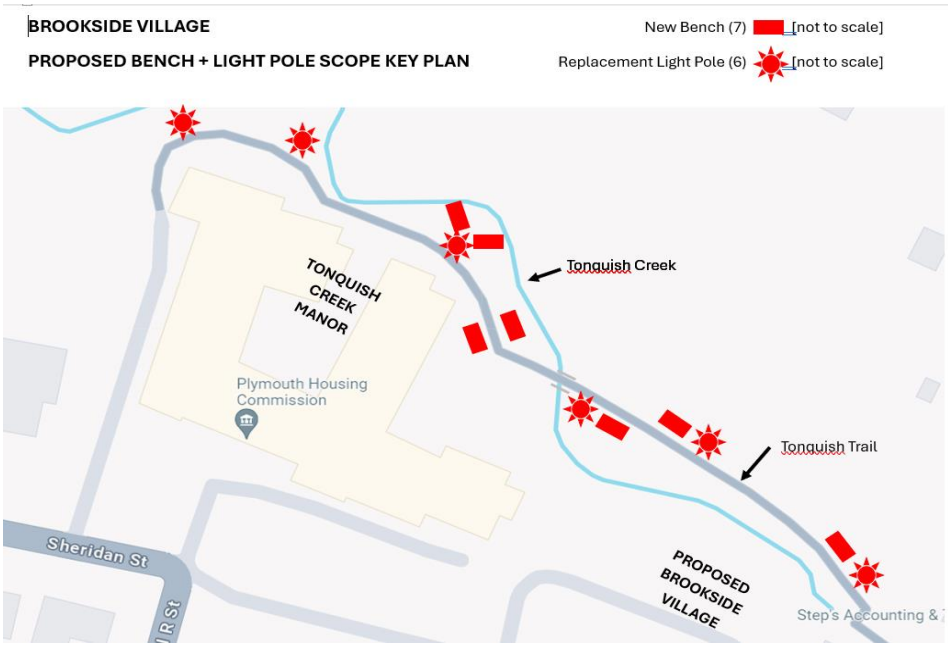


Concepts for trail surface improvements to have new compacted aggregate – 8 ft wide. Suitable for walking or bikes

In addition to improving the trail surface to a usable condition, we shall also clean up debris from the general trail path area and provide **2 new benches and 1 new light pole** to match the balance of the other trail improvements. Note that this improvement will need to be coordinated with EGLE and other agencies.

3. Provide Select Improvements for the existing Tonquish Creek Trail

For the existing paved section of the Tonquish Creek Trail located along the North side of the Development property and the Tonquish Manor, there is an assortment of dated and damaged **light fixtures and benches**. As part of the proposed project, we would replace or provide additional ornamental light fixtures and benches as shown in the Key Plan below. We will coordinate the final selection and location of the specific lights and benches with City officials at the appropriate time.



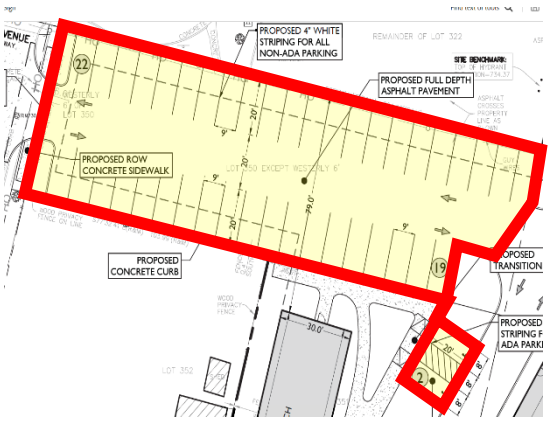






4. Additional Parking Availability

For the past several years First Church of Christ, Scientist, Plymouth has had an arrangement to share a limited amount of parking for some neighbors including the Tonquish Manor and others. It has been a goal of the project design to provide parking that might allow for sharing parking with the neighbors in some way. Within the new site design, the parking lot for the Church has been designed to provide **excess parking** beyond what the Church population would require. This produces **additional parking spaces** that can be shared in some fashion going forward. Specific neighbors and use arrangements will become defined over time, but this **additional parking capacity** is part of the project plan. It is expected that the Tonquish Manor along with other nearby neighbors will be able to take advantage of this parking opportunity well into the future.



5. Provide a new Public Park at the Reading Room Bookstore.

A patio area with some bench seating will be provided between the public sidewalk and the Church Reading Room entry. This will allow visitors the ability to rest or simply enjoy the area during nice weather days. Landscaping will be included to form a **'Public Park'** and a bike rack will be placed in this area for convenience.

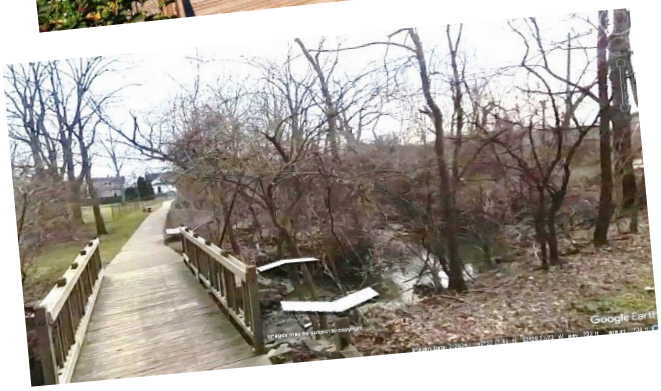


6. Provide Restoration for the Brookside Section of the Creek Bank

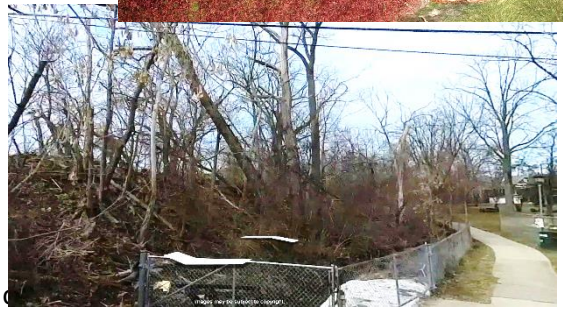
Using design and scope directives as defined in the ECT Master Restoration Plan, we shall perform a restoration of the 230 ft wide section of the creek bed that lies along the North side of the Development Property. This work is defined in the 'Tonquish Creek Slope Stabilization' document prepared by ECT Consultants attached herein. The work scope includes removal of invasive species of plant material, any dead trees, debris and broken concrete, trimming of healthy trees, planting of a native blanket of new plant and flower material that will fill in and stabilize the bank. The result will be a stable and attractive ecosystem that will enhance the appearance and function and provide a significant **Public Benefit** along this section of Tonquish Creek.



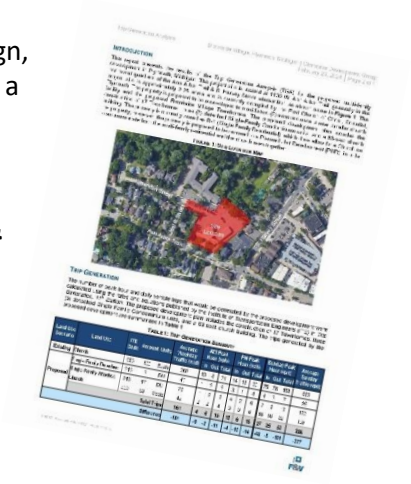








7. Produce Significant Net Traffic Reduction – PERMENANTLY



With the effective blocking of access to Sheridan Street now part of the design, and the total population of the new project being significantly less that what a fully functioning Church operation would otherwise be, the overall traffic impact to the neighboring community will be **SIGNIFICANTLY REDUCED.**

To quantify this effect, we have hired a recognized Traffic Consultant, **Fleis & Vandenbrink** to study and document the traffic outcome for this project as compared to a fully operational Church for this size property. Their report is included with this submission. Some other key metrics include the following:

- Existing main church building main assembly area has over 300 seats.
- Existing parking lot has over 100 paved parking spaces.
- Existing Auxiliary building could house a multitude of Church based services including school activities, assorted member services, community meetings and other activities.
- A robust Church community could have multiple programs and events 5 to 7 days per week, not just on Sunday.
- Once the new PUD scope is constructed, this lower population will become 'locked in' for the life of the property. No opportunity for a higher population use in the future.

8. Provide Significant New Tax Revenue for the City

This property has been occupied by the Church for decades. By changing the use and occupancy of this land from Church use to Luxury Residential use, the City will be in line to receive new property tax revenue for decades to come. The final amount of new income to the City will be tied to the final value of the developed property but is expected to be very significant. This money can help with City services, infrastructure maintenance and other City costs.

Based on the anticipated SEV taxable values of the new Condominiums, we would estimate the initial Tax Revenue to the City to be around **$ 265,000** and will grow **every year** into the future.

9. Addition of 20 New Families for the Downtown Community



With the addition of 20 new residential homes, there will be many new friends and neighbors that will frequently be visiting the vast assortment of shops and restaurants in the Downtown Community. The extra bonus of this increased business activity for the City is that these new customers will **NOT** require any additional parking since each unit has it's own abundant parking spaces. This represents a very significant **Public Benefit** to all the business owners in Downtown Plymouth.

Based on statistics for this area from the Bureau of Labor Statistics and Chamber of Commerce, each new household is projected to spend approximately $4,235 / yr x 20 households = a total infusion of spending to the local Downtown Plymouth Community of **$84,700 per year**

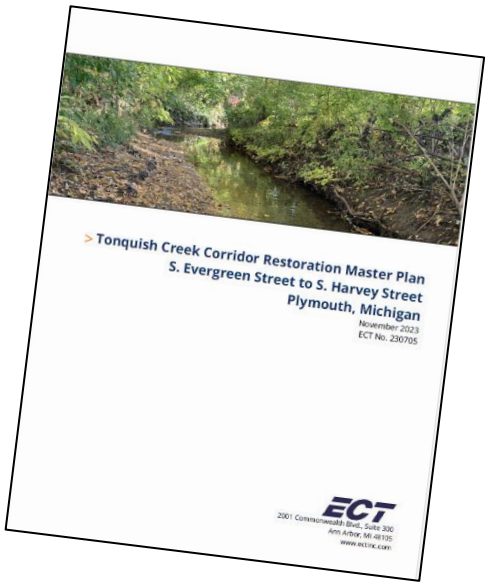
10.Site to be Updated with All New Construction and Utilities



With this Development, the entire site will be converted from decades old, dated construction, utilities and infrastructure to All New buildings, sitework and utilities. One prominent feature is the updating of the whole site to now have a full **Stormwater Management System**. For the last several decades, all stormwater has simply flowed into the creek, streets or adjacent properties. The new design will now be fully code compliant regarding proper management of stormwater on this site.

11.Provide Tonquish Creek and Trail Restoration MASTER PLAN

The Tonquish Creek in this section of town has been a natural feature since before there was a City. Over the decades, properties and infrastructure have become constructed around the Creek causing the quality of this natural resource to deteriorate below desirable standards. Champion Development Group has commissioned **Environmental Consulting and Technology (ECT)**, a highly reputable Consulting firm that specializes in this area of work, to perform an initial survey and provide a **Master Plan** of work that could be done to restore and upgrade the condition and function of the Creek to desirable standards. This full report is attached to this submission. We understand that this report can be used by the City and other authorities to seek funding and grants to perform some of the work as identified in the report. The eventual net **Public Benefit** would be to improve and restore a wonderful natural resource to become a treasured asset for the community for decades to come.



12.SUPPORT FOR RLUIPA

The **'Religious Land Use and Institutionalized Persons Act' (RLUIPA)** law of 2000 defines how communities can support Church communities' ability to practice their religious freedoms. Approving the proposed PUD project scope will allow this 120 year old Church community to continue their work in a new 'right sized' facility and property. As described previously, due to the unique and restrictive Religious Institutions Ordinance in Plymouth, if they are forced to remain in their existing oversized facility, they will eventually cease to exist financially. There is simply no way for them to afford the size of a facility or property that the Ordinance requires. Thus, the only way for them to exist in their 120 year home of Plymouth is via the PUD process and a new smaller Church building. The proposed Brookside Village PUD project perfectly provides for that unique opportunity.

THE TOTAL VALUE OF THESE PUBLIC BENEFITS IS SUBSTANTIAL. FOLLOWING IS A SUMMARY OF THE SIGNIFICANT INVESTMENT THAT THE PROJECT IS MAKING TO THE COMMUNITY IN CATAGORIES OF:

- **DIRECT FINANCIAL INVESTMENT**
- **LONG TERM FINANCIAL BENEFITS TO THE COMMUNITY**
- **COMMUNITY / LIFESTYLE ENHANCEMENTS**

DIRECT FINANCIAL INVESTMENT	**Value**
Extend Tonquish Creek Trail 500 ft to Connect to McKinley Ave.	**$100,000**
Tonquish Trail Lighting & Benches Upgrades	**$75,000**
Additional Parking to Share with Manor, Neighbors and Public	**$150,000**
Reading Room Public Park	**$50,000**
Restoration of Portion of Tonquish Creek Bank	**$200,000**
Update ALL on-site utilities & Storm Water	**$300,000**
Provide Tonquish Creek & Trail Restoration Master Plan	**$50,000**
Total Investment into Public Benefits	**$925,000**

LONG TERM FINANCIAL BENEFITS TO THE COMMUNITY	
Annual New Tax Revenue to City of Plymouth	**$265,000**
Household spending Downtown	**$84,732**
Annual Total	**$349,732**
10 Year Total	**$3,497,320**

COMMUNITY / LIFESTYLE ENHANCEMENTS

New Quality Housing Option Type for Downsizing
Net PERMENANT Traffic Reduction
Support of RLUIPA Law allowing 120 Year Old Church Community to Remain
Allow 120 Year Old Church Community to Remain in Plymouth
Potential Parking Relief for Tonquish Manor and Neighbors
Walkable households to downtown with minimal carbon footprint.
New infrastructure with Storm Water Management
Significant Private infrastructure / Storm Water Improvements
Upgrade of "tired" existing structures and trail improvements With New

ADDITIONAL CLARIFICATIONS / CONTENT

From comments received during previous submissions, we have provided additional clarifications to address questions or concerns raised. The following represents a summary of these issues. More detailed content for these issues can be found in previous submissions if desired.

1. **DRAFT Condominium Documents**

   To provide a general understanding of how the property occupants will manage and govern the site use and maintenance, **included with this submission** is a DRAFT version of what will become the Condominium Documents for the property. This includes a Master Deed, Bylaws, an association dues budget outline and the Exhibit B site plan.

2. **Creek Bank Protection During Construction**

   There is a concern that use of large, heavy earth moving equipment during construction of the Townhouse units along the Creek could produce damage at the Top of Bank that could allow debris to fall down the creek bank into the stream. To provide assurance that this will **NOT** be the case, we offer the following clarifications:

   1. **The Townhome units along the top-of-bank were shifted further South to create more open space.**
   2. Prior to construction of the units, the full **RESTORATION** of the creek bank will occur. The scope of this work involves strategic planting of engineered species of plant material that will **stabilize** the entire slope from Top of Bank down to the stream level. With this work in place, the creek bank will be far more stable and resilient than it presently is.
   3. The Townhome units will all be simple 'Slab on Grade' structures with **shallow trench footings**. None of the units will have basements. This design will require a minimally invasive construction method with smaller equipment.
   4. To further contain any debris that may be produced during the minimally invasive construction process, the placement of a **'Silt Fence'** along the entire Top of Bank area will be used. This standard construction process will ensure that no material escapes the construction area.

3. **Height Clarifications**

   The height of all new residential structures shall be in line with the 'R-1' Regulations, at 25 ft to the midpoint of the sloping roofline. As a point of reference for context, we were asked to compare this with the height of the existing office building next door to the East of the property. Based on original drawings, the Office building height appears to be around **28 ft**. See below. All new Condominium structures will be **25 ft tall** per Ordinance standards.

4. **Construction Phasing**

   The project is intended to be constructed in phases that will be based on sales pace and activity. The current plan is to construct all of the site grading, internal roads, parking and utility work along with the Church building + the 3 x Stand Alone Condos along Ann Arbor Trail + the initial

Townhome building along the East property side as the first phase. Additional Townhome buildings will be constructed to match sales activity.

5. **R1 Zoning Single Family Lot Concept**

   During the public comment at some of the PC meetings, the concept of simply putting a development together that would be based on the present 'R1' zoning was brought up. We had looked at this option early in our project development and quickly determined that with the market cost of the land combined with high construction costs, there was simply no way to achieve a viable development of single family homes for this property. The odd shaped land would only yield around 7 buildable home lots plus the one Church lot with parking.

COMMUNITY GOALS

From review of the Plymouth **Master Plan**, we understand that there are perpetual goals to continue the improvement of the Plymouth City environment into the future. We feel the proposed PUD project addresses all these Plymouth goals in substantial ways as follows:

QUALITY OF LIFE

- The addition of smaller, low maintenance Condominium homes will offer the Plymouth residents that wish to 'downsize' from their larger single-family homes into these wonderful, zero maintenance Condominium homes.
- With the inclusion of smaller Condominium units, this will keep pricing lower than other similar properties in the area and provide living options for a significant group of residents.
- This will allow the valuable Christ Science community to remain in Plymouth for decades to come.

FINANCIAL STABILITY

- The existing large Church structure is dated and in need of significant repair and maintenance. The proposed replacement of this structure with a campus of new structures will significantly increase property values on and around the property.
- This project will convert a large portion of the existing parcel into a residential use that will immediately begin producing property tax revenue for the City.

ECONOMIC VITALITY

- The population of residents that will live in the new Condominiums will produce significant financial activity to the Downtown Plymouth area.
- The proposed enhancements to the Tonquish Creek and adjacent Trail will produce an improved environment that will affect all properties that utilize this public amenity.

INFRASTRUCTURE

- The utilities that serve the proposed development will be enhanced from the decades old services that exist. This will be especially true for the Storm Water Management of the new site.
- The new drive and traffic configuration will be designed to current MDOT standards.

The project TEAM remains extremely excited to bring this wonderful development to the City of Plymouth for consideration and look forward to presenting this scope as our formal PUD submission on ***February 12, 2025.***

FIRST CHURCH OF CHRIST, SCIENTIST, PLYMOUTH

CHAMPION DEVELOPMENT GROUP

ORDINANCE SECTION 78-313 NARRATIVE RESPONSE

Sec. 78-313. General design standards.

(a) All regulations within the city zoning ordinance applicable to setbacks, parking and loading, general provisions, and other requirements shall be met in relation to each respective land use in the development based upon zoning districts in which the use is listed as a principal permitted use. In all cases, the strictest provisions shall apply.

THE PRINCIPAL PERMITTED USE USED FOR THE PROJECT DESIGN IS 'RM-2'. ALL PRIMARY REGULATIONS APPLIED TO THE PROPOSED PLAN ARE BASED ON THE RM-2 REGULATIONS. NOTE THAT THE ADDITIONAL OVERLAY REGULATIONS FOR A CHURCH USE AS DEFFINED IN SECTION '78-296 Religious Institutions' ARE NOT USED FOR THAT PORTION OF THE SITE AS THOSE REQULATIONS ARE TAILORED FOR MUCH LARGER SITES AND CHURCH STRUCTURES. SECTION 78-296 IS NOT APPLICABLE IN THIS SETTING.

(b) Notwithstanding subsection (a) of this section, deviations with respect to such regulation may be granted as part of the overall approval of the planned unit development, provided there are features or elements demonstrated by the applicant and deemed adequate by the city commission upon the recommendation of the planning commission designed into the project plan for the purpose of achieving the objectives of this section.

DUE TO THE ODD SHAPE OF THE PROPERTY AND THE PHYSICAL NEEDS OF BOTH A CHURCH USE AND THE MULTI-FAMILY USE, SOME DEVIATIONS WILL BE NECESSARY. THESE MINOR DEVIATIONS ARE OFFSET BY THE SIGNIFICANT PUBLIC BENEFITS OFFERED WITH THE PROPOSED PUD PROJECT SCOPE.

(c) The uses proposed will have a beneficial effect, in terms of public health, safety, welfare, or convenience, on present and future potential surrounding land uses.

THE MIXED USES OF RESIDENTIAL AND CHURCH ARE IN PERFECT HARMONY WITH THE SURROUNDING RESIDENTIAL AND COMMERCIAL NEIGHBORHOODS. WITH THIS PROPERTY LOCATED DIRECTLY BETWEEN COMMERCIAL, SINGLE FAMILY RESIDENTIAL AND MULTI-FAMILY USES, THE PROPOSED PUD PROVIDES AND IDEAL SCOPE FOR A TRANSITION BETWEEN ALL ADJACENT USES.

(d) The uses proposed will not adversely affect the public utility and circulation system, surrounding properties, or the environment.

THE PROPOSED CHURCH AND TOWNHOUSE USES ARE CONSISTENT WITH EXISTING ADJACENT USES AND DENSITIES. THE SCOPE AND SCALE OF THE PROPOSED PUD PROJECT REPRESENTS A RESPECTFUL BALANCE BETWEEN THESE NEIGHBORING USES. UTILITIES HAVE BEEN CONFIRMED TO HAVE CAPACITY TO SUPPORT THE PROPOSED PUD SCOPE.

ORDINANCE SECTION 78-313 NARRATIVE RESPONSE

(e) The public benefit shall be one which could not be achieved under the regulations of the underlying district alone, or that of any other zoning district.

THE UNIQUE AND EXTENSIVE PUBLIC BENEFITS OFFERED WITH THE PROPOSED PUD PROJECT SCOPE WOULD NOT BE OTHERWISE PROVIDED BY A DEVELOPMENT BASED ON THE EXISTING R-1 ZONING. THE PUD INCENTIVE AND FLEXIBILITY TO LOCATE CERTAIN IMPROVEMENTS COULD ONLY OCCUR UNDER THE PROPOSED PUD FORMAT.

(f) The number and dimensions of off-street parking shall be sufficient to meet the minimum required by the ordinances of the city. However, where warranted by overlapping or shared parking arrangements, the planning commission or city commission may reduce the required number of parking spaces.

FOR 'BOTH' THE CHURCH AND TOWNHOUSE RESIDENTIAL USES, THE PROPOSED PARKING EXCEEDS THE APPROPRIATE OFF-STREET PARKING USES BY A SIGNIFICANT AMOUNT. IN FACT, DUE TO THIS PROPOSED EXCESSIVE PARKING SCOPE, THE PROJECT IS ABLE AND WILLING TO OFFER ADDITIONAL PARKING TO NEIGHBORING PROPERTIES. THIS IS A VERY SIGNIFICANT PUBLIC BENEFIT.

(g) All streets and parking areas within the planning unit development shall meet the minimum construction and other requirements of city ordinances, unless modified by city planning commission.

ALL INTERNAL PARKING AND PRIVATE VEHICLE DRIVES AND DIMENSIONS ARE DESIGNED IN CONFORMANCE WITH ORDINANCE REGULATIONS.

(h) Landscaping shall be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property.

LANDSCAPING SHALL BE PROVIDED TO ENHANCE AND BUFFER THE SITE IMPROVEMENTS WITH ADJACENT NEIGHBORING USES. IN ADDITION TO STANDARD LANDSCAPE IMPROVEMENTS, SPECIALIZED RESTORATION IMPROVEMENTS ARE TO BE CONSTRUCTED ALONG OUR PORTION OF THE SLOPING CREEK BANK AT THE NORTH SIDE OF THE SITE. THIS IMPROVEMENT OF THE CREEK BANK WILL PROVIDE A SIGNIFICANT PUBLIC BENEFIT TO ALL WHO USE THE TONQUISH CREEK TRAIL.

ORDINANCE SECTION 78-313 NARRATIVE RESPONSE

(i) Effort shall be used to preserve significant natural, historical, and architectural features and the integrity of the land, including MDEQ regulated and non MDEQ regulated wetlands or floodplains.

THE PROJECT PROPOSES SIGNIFICANT RESTORATION, REVITILIZATION AND ENHANCEMENT OF THE AREA ADJACENT TO THE CREEK. THIS PROPOSED WORK WILL ADDRESS YEARS OF IGNORED AND POORLY MAINTAINED NATURAL PLANTINGS. ALL WORK WILL BE PERFORMED TO MEET OR EXCEED MDEQ AND EGLE STANDARDS.

(j) Thoroughfare, drainage, and utility design shall meet or exceed the standards otherwise applicable in connection with each of the respective types of uses served.

THE PROPOSED UTILITY SCOPE WILL APPLY A NEW STATE-OF-THE-ART SUBGRADE STORMWATER MANAGEMENT SYSTEM ALONG WITH A LOOPED WATER MAIN AND ALL NEW SEWER, GAS AND ELECTRIC UTILITIES REPLACING THE 80 YEAR OLD EXISTING SYSTEMS.

(k) There shall be underground installation of utilities, including electricity and telephone.

ALL NEW UTILITIES ARE TO BE LOCATED UNDERGROUND.

(l) The pedestrian circulation system, and its related walkways and safety paths, shall be separated from vehicular thoroughfares and ways.

A DEDICATED NEW SIDEWALK SYSTEM IS PART OF THE PUD DESIGN AND WILL PROVIDE A CONVENIENT DIRECT PEDESTRIAN CONNECTION BETWEEN ANN ARBOR TRAIL AND THE TONQUISH CREEK TRAIL. NEW SIDEWALKS WITH A POCKET PARK AT THE CHURCH SHALL PROVIDE YET ANOTHER PUBLIC BENEFIT TO THE COMMUNITY WITH A DIRECT CONNECTION TO THE PUBLIC SIDEWALK.

(m) Signage, lighting, landscaping, building materials for the exterior of all structure, and other features of the project, shall be designed and completed with the objective of achieving an integrated and controlled development, consistent with the character of the community, surrounding development or developments, and natural features of the area.

ALL MATERIALS AND ARCHITECTURAL DESIGN FOR ALL OF THE PROPOSED IMPROVEMENTS ARE CONSISTENT WITH THE STYLING AND HIGH QUALITY MATERIALS OF THE SURROUNDING NEIGHBORHOOD. USE OF BRICK, STONE, CEMENTICIOUS CLADDING, METAL ROOFING AND COLOR SELECTIONS ARE IN HARMONY WITH THE SURROUNDING AREA.

ORDINANCE SECTION 78-313 NARRATIVE RESPONSE

(n) Where nonresidential uses adjoin off-site residentially zoned property, noise reduction and visual screening mechanisms such as earthen and/or landscape berms and/or decorative walls, shall be employed in accordance with section 78-206.

THE LOW IMPACT, LOW USE CHURCH OPERATION WILL HAVE LANDSCAPE BUFFERING BETWEEN IT AND THE NEIGHBORING EXISTING RESIDENTIAL USE. ADDITIONAL WINDOWS HAVE ALSO BEEN ADDED TO THE WEST ELEVATION OF THE CHURCH TO MINIMIZE THE BRICK. ALSO, THE BUILDING HEIGH HAS BEEN LOWERED FROM THE PREVIOUS SUBMISSION TO REDUCE THE BUILDING MASS.

(o) The proposed density of the planned unit development shall be no greater than that which would be required for each of the component uses (measured by stated acreage allocated to each use) of the development by the district regulations of the underlying zoning district. (Ord. of 10-6-03)

THE PROPOSED DENSITY IS CONSISTENT WITH MANY OTHER SIMILAR TOWNHOUSE PROJECTS IN THE CITY OF PLYMOUTH. DUE TO THE SHARED USE OF CERTAIN PROPERTY FEATURES AND DRIVES, A SIMPLE DIRECT CALCULATION IS NOT APPLICABLE. THE DENSITY OF THIS PROJECT IS APPROPRIATE FOR THIS UNIQUE TRANSISTION PROPERTY SURROUNDED BY VERY DENSE MULTI-FAMILY, COMMERCIAL / OFFICE AND THE ONE SINGLE-FAMILY USE.



> Tonquish Creek Corridor Restoration Master Plan
S. Evergreen Street to S. Harvey Street
Plymouth, Michigan

November 2023
ECT No. 230705

2001 Commonwealth Blvd., Suite 300
Ann Arbor, MI 48105
www.ectinc.com

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1.0 Introduction

1.1 Background

Environmental Consulting & Technology, Inc. (ECT) was tasked with developing a preliminary master plan to provide a vision for restoring the stream corridor for the City of Plymouth to implement in cooperation with stakeholders. The restoration project may include different site improvement components that may be implemented together or in phases over time:

- stream restoration and streambank stabilization;
- stormwater drainage, wetland, and/or water quality treatment retrofits;
- additional land or easement acquisition;
- re-construction of pedestrian trails and other passive recreation features;
- replace bridge crossing replacement; and/or
- riparian vegetation management and enhancement

The plan includes the attached Exhibits of existing and proposed conditions, general descriptions of each of the above six components, and associated costs for each.

1.2 Project Location

Tonquish Creek is a tributary to the Lower Branch of the Rouge River (Figure 1). Much of the reach between Evergreen and Harvey Streets is publicly owned and, therefore, is under long-term protection. There are opportunities to improve the safety and aesthetics of the stream corridor once it is restored and then trails, lighting, and other recreational amenities can be improved to make the area an amenity to the community of Plymouth.

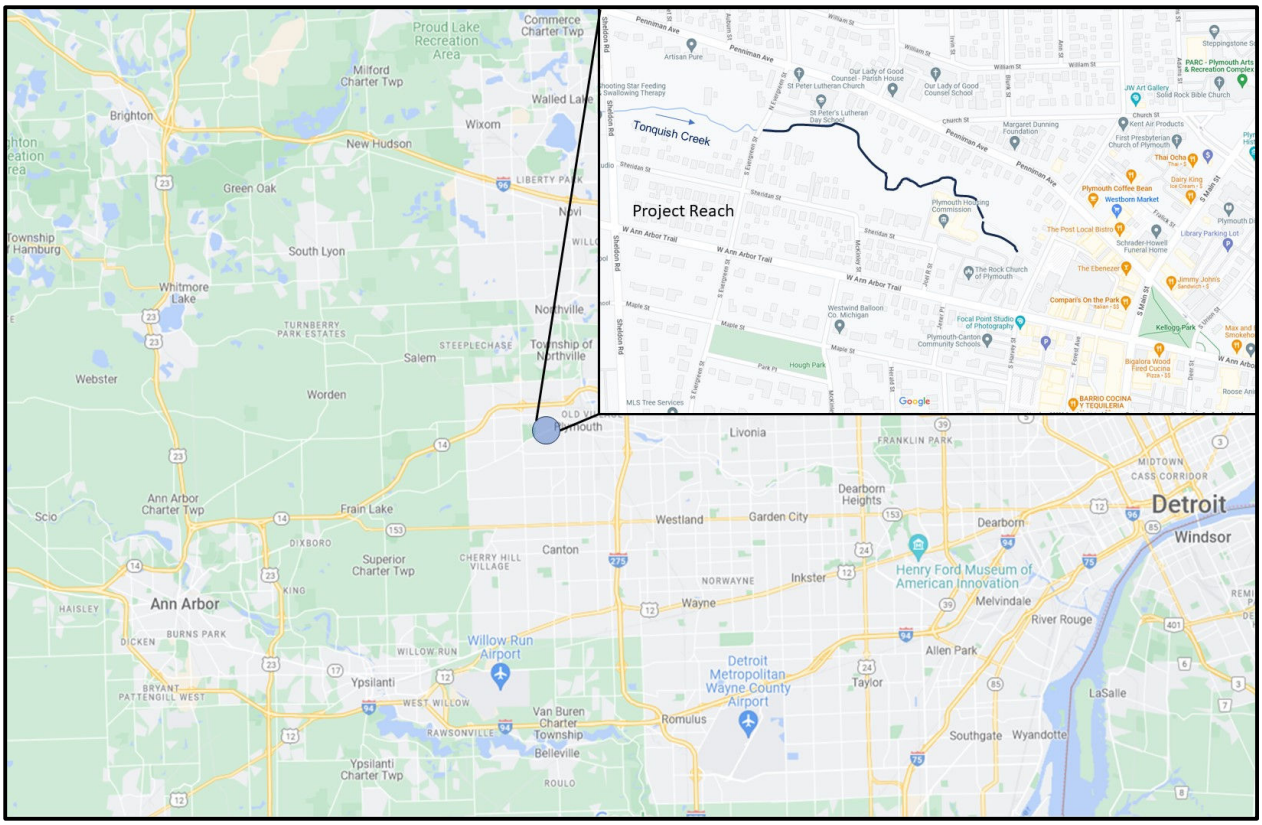


Figure 1. Tonquish Creek Location in Plymouth, MI

Stream Restoration

ECT staff walked the stream corridor on October 24, 2023 and qualitatively evaluated existing conditions such as utilities and other site constraints, storm outfalls, streambank erosion rates, existing wetlands, trails, and streamside landmark trees. A combination of available LiDAR data and ECT field measurements were used to generate a base map of 1 ft contours and existing conditions (Exhibit 1). A preliminary stream corridor restoration master plan was developed for planning purposes (Exhibit 2). Despite past physical alterations, the headwaters of Tonquish Creek produce a steady base flow and there is fair restoration potential.

The assessment of existing stream conditions concluded:

- The surface geology of the stream is alluvium within an area of glacial outwash.
- The soils consist of Cohoctah fine sandy loam which were historically hydric soils but the hydrology has been impacted by dredging and incision (downcutting).

- The pre-settlement vegetation was Beech/Sugar Maple Mesic Southern Forest. The existing vegetation community has mostly low quality trees with an understory of upland invasive shrubs (mostly honeysuckle spp.) with no herbaceous cover on the banks.
- The stream had moderate sinuosity and, although it may have only been historically channelized at the upstream and downstream ends, there are signs of active downcutting.
- The stream is laterally confined with high banks that are typically >2X bankfull max. depth. Other lateral constraints include utilities, sanitary manholes, pedestrian crossings, fences, and grouted concrete walls.
- The streambed is predominantly a thin layer of gravelly/sand alluvium over a clay till bed. The D100 of the bar averaged 50 mm (2 inches).
- Potential Stream Type: Rosgen E4 or B3c depending on lateral constraints
- Much of the stream bank length and some of the streambed are lined with broken concrete and debris. More than 1/3 of the streambanks are actively eroding. Erosion is contributing >36 tons of sediment, >40 lb phosphorus, and >50 lb nitrogen to the creek each year.

Restoration of the stream may involve:

  - riprap and debris removal
  - moderate re-meandering of approx. 2,000 feet of stream
  - bank terracing to provide floodplain connectivity
  - riffle/pool construction to provide bedform diversity
  - toewood and soil bioengineering practices to stabilize banks
  - native understory seed mix and shrub plantings along outer banks and riffles/runs

Green Stormwater Infrastructure (GSI)

The City of Plymouth should consider stormwater retrofit opportunities for the Plymouth Housing Commission's Tonquish Creek Manor. Additional practices along public land or suitable private properties could provide improve habitat, stormwater infiltration, and water quality treatment such as:

- riparian wetland enhancement
- infiltration, bioretention, vegetated swales, filtration practices
- storm outfall stabilization

Land Acquisition

First Church of Christ, Scientist, has proposed the donation of a section of the parcel along the creek. In addition, the City may consider coordinating with property owners along the proposed trail to acquire some additional land for safety, grading, access, and fencing (Exhibit 2).

Recreational Trail

Exhibit 2 provides a preliminary layout of re-constructed and new trails, boardwalks, waste bins, lighting, benches, and overlooks could be integrated into the final corridor.

Pedestrian Stream Crossings

The existing stream crossings at St. Peter's Lutheran Church and Tonquish Creek Manor should be replaced along with the grouted concrete walls next to each. Sanitary manholes, storm outfalls, and other site constraints may exist at each crossing. The stream crossing types in order of preference include installation of:

1. pre-fabricated bridge that spans the creek and adjacent floodplain,
2. bottomless arch culvert with concrete footers, or
3. round culvert (diameter equal to the bankfull width) buried 1/6 of the diameter into the creekbed.

Riparian Vegetation Management

Riparian restoration of the stream corridor includes:

- select thinning of dead, diseased, or non-native trees
- removing invasive shrubs and treating stumps with herbicides
- selectively spraying invasive herbaceous plants

A preferred vegetation management approach may be to contract the initial invasive species removal and follow-up treatments in the second year with a licensed applicator. The understory can then be seeded with a wild rye or similar native cover crop. This first phase of work could be followed in years 3-5 by using volunteer workdays to remove invasive shrub seedlings that may grow from the remaining seed bank. The stream restoration work should improve the riparian hydrology and reduce the presence of upland invasive shrubs.

Tonquish Creek Restoration

The creek restoration should use on-site wood and other natural materials to the extent possible. Outer bend protection may be necessary due to the excess gradient and shear stress. Brush toe will be used along outer bends due to the scale of the stream (Figure 2). Over-sized rootwads and toewood structures would not have been appropriate for this small stream. Log riffles provide additional grade control, riffle complexity, and micro-pools, but will not be used immediately upstream of road crossings. Brush-packed runs will be used to increase run roughness and complexity. Log vanes will be used to maintain pool depths and dissipate energy around compound bends. Log sills will be integrated into the log vanes to improve stability and prevent flanking.



Figure 2. Example Brush Toe Stabilization, Fabric-Encapsulated Soil Lift and Native Seed



Figure 3. Typical Log Riffle with Natural Gravel Material

1.3 Construction Costs

Table 1 provides a preliminary range of probable costs for each type of improvement practices recommended for the Tonquish Creek corridor at this location. The work can be phase or sequenced based on the availability of funding. If possible, the selective clearing of the riparian area and stream crossings should be completed first and the appropriate wood utilized as part of the construction. The cost includes approximately 20-25% for design, permitting, and part-time construction over-sight exclusive of permitting fees.

Table 1. Preliminary Range of Probable Costs

IMPROVEMENTS		COST RANGE	COMMENTS
A	Stream Restoration	$1M-$1.2M	2,000 ft of stream
B	Green Stormwater Infrastructure	$100K-$125K	Tonquish Manor
C	Land Acquisition	TBD	n/a
D	Recreational Trail	$500K-$600K	Includes ADA gravel trails, trail improvements, boardwalks, lighting, benches, signage
E	Pedestrian Stream Crossings	$200K-$500K	Depends on materials
F	Riparian Vegetation Management	$50K-$75K	Includes 3 acres of initial and follow-up treatment

Exhibit 1 Existing Conditions









TONQUISH CREEK - NOTES

- ELEVATION DROP OF 12 FT FROM (A) TO (B)
- 1 OF 3 BANKS ARE ERODING
- 36 TON/YR (ALMOST DOUBLE REFERENCE REACH RATES)
- 40 LB P PER YR
- 50 LB N PER YR

LEGEND

- PARCEL BOUNDARIES
- EX. 1' CONTOUR (LIDAR)
- EX. STORM SEWER
- EX. OVERHEAD LINE
- EX. CHAIN LINK FENCE
- EX. NARROW DIRT TRAIL CL
- EX. UTILITY POLE
- EX. SANITARY MANHOLE
- EX. MANHOLE
- EX. STORMWATER OUTFALL
- EX. CATCH BASIN
- EX. PROPERTY IRON, CORNER
- EX. BENCH
- EX. BOARDWALK
- EX. LANDMARK TREE
- EX. WETLAND
- EX. CONCRETE SIDEWALK
- EX. ASPHALT PATH
- EX. STREAM CHANNEL
- PHOTO LOCATION

PARCEL ID: 49008110001000
ST PETERS E LUTHERAN CH
1343 PENNIMAN

CROSSING #1

CITY RIGHT-OF-WAY

CROSSING #2

PARCEL ID: 49009030322003
CITY OF PLYMOUTH HOUSING COMMISSION
1160 SHERIDAN

PARCEL ID: 49009030322309
BROOKSIDE VILLAGE-
CHRISTIAN SCIENCE CHURCH
1100 W ANN ARBOR TRL









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ECT
2001 Commonwealth Blvd, Ste 300
Ann Arbor, Michigan 48105
Phone: (734) 769-3004
www.ectinc.com

TONQUISH CREEK MASTER PLAN

ECT PROJECT No.:	230705
DESIGNED BY:	RM
DRAWN BY:	SD
CHECKED BY:	RM
APPROVED BY:	RM

STATUS:
PRELIMINARY DESIGN 11-7-2023

REVISIONS:

EXHIBIT 1

N

SCALE: 1" = 60' @ 22 X 34

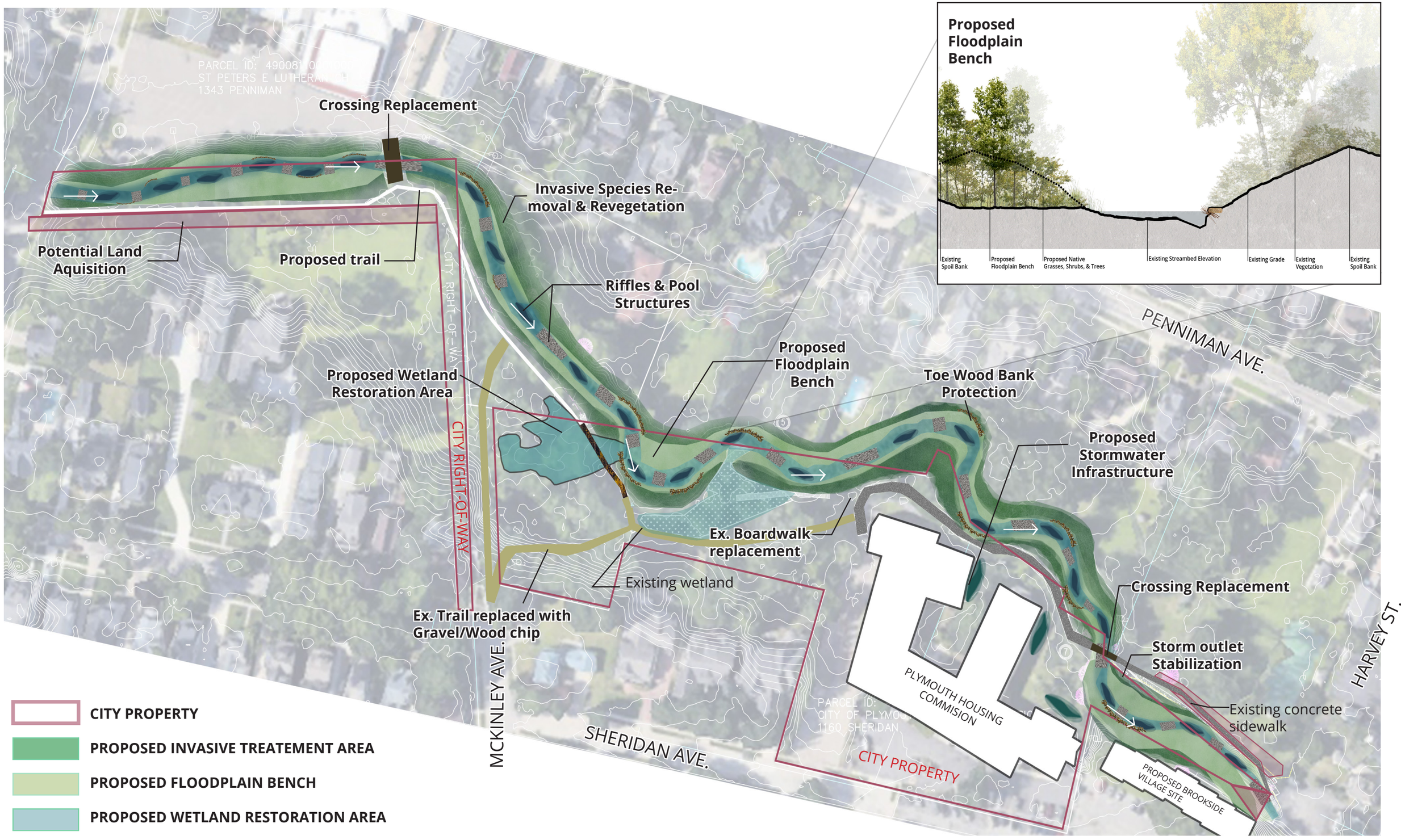
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11/7/2023 10:45 AM by Shelby Dix

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Exhibit 2 Proposed Plan



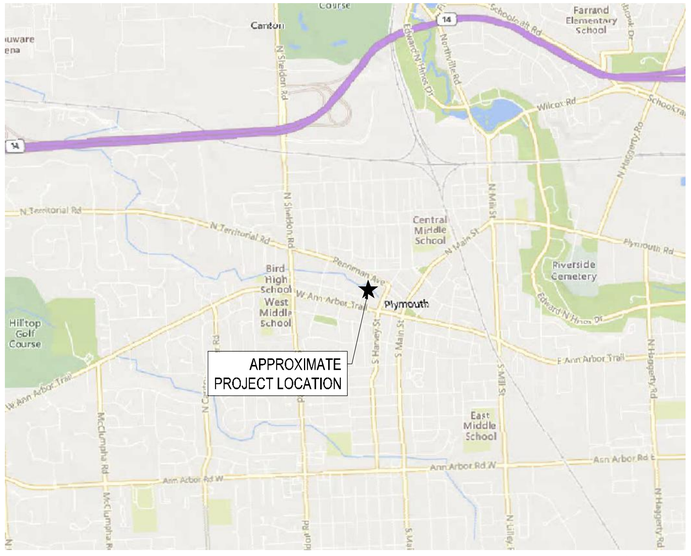
TONQUISH CREEK - EXHIBIT 2 PROPOSED PLAN

N

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> ectinc.com

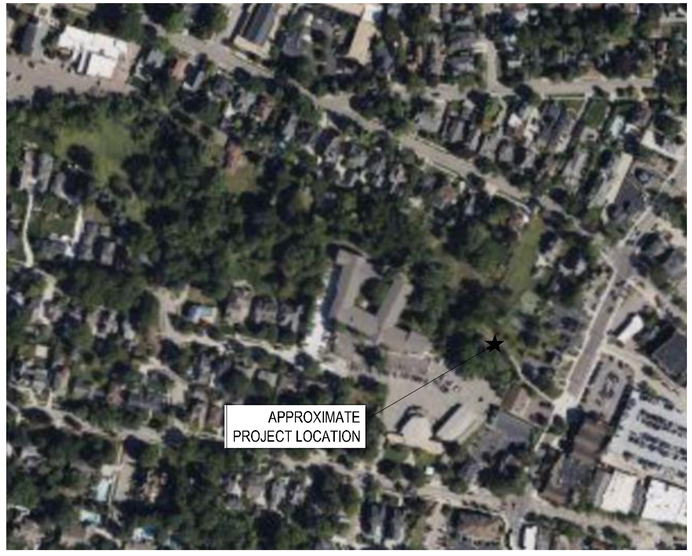
PREPARED FOR:
CHAMPION DEVELOPMENT GROUP, LLC

TONQUISH CREEK SLOPE STABILIZATION PROJECT AT BROOKSIDE VILLAGE



PROJECT LOCATION MAP
NOT TO SCALE

SCALE: 1" =2000
@ 22" X 34"
0 500 1000 2000



PROJECT VICINITY MAP
NOT TO SCALE

SCALE: 1" = 200
@ 22" X 34"
0 50 100 200

DRAWING INDEX

COVER

EX1	EXISTING CONDITIONS
SP1	SITE PREPARATION AND ACCESS
PR1	PROPOSED CONDITIONS
CS1	EXISTING CROSS SECTION
CS2	PROPOSED CROSS SECTION
N1	NOTES
D1	DETAILS
D2	DETAILS

COMPLETED WITHOUT THE BENEFIT OF A SURVEY.
COMPLETED WITH THE BENEFIT OF LiDAR.

FOR INFORMATION REGARDING THIS PROJECT CONTACT: Chris Bobryk, cbobryk@ectinc.com

30% PLANS - NOT FOR CONSTRUCTION

APRIL 2024

ECT PROJECT # 240259
PREPARED BY:

Environmental Consulting & Technology, Inc.
2001 COMMONWEALTH BLVD, STE. 300
ANN ARBOR, MI
(734) 769-3004

4/16/2024 6:37 PM by Maria Kuenzer

N:\2024\C2038-CHAMPION DEVELOPMENT GROUP LLC\240259-TONQUISH CREEK\3_DATA\CAD\24.03.26_TONQUISH CREEK.DWG

PARCEL ID: 009030333000
GODFREY, RICHARD-MARGARET

CROSS SECTION A-

PARCEL ID: 009030322308
SISOLAK, JEFFERY-KAREN

OHWM = 716.4'

BASE FLOOD ELEVATION = 724'
PER FIRM 26163C0201E DATED 2/2/2012

HILL SLOPE EROSION ARMORED WITH
EXISTING BROKEN CONCRETE; SEE
PHOTO INCLUDED ON THIS SHEET

PART OF LOT 322
CITY OF PLYMOUTH HOUSING COMMISSION

EXISTING EDGE OF PAVEMENT

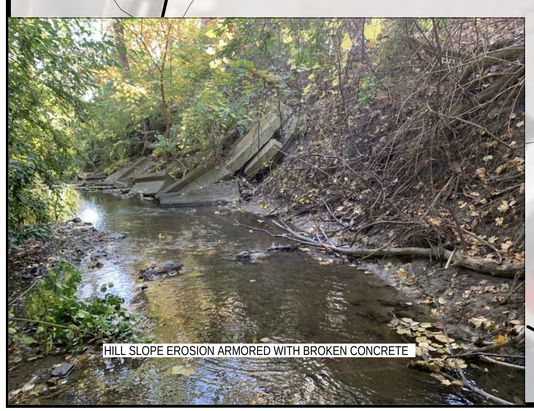
EXISTING GROUTED CONCRETE WALL

1ST CH CHRIST SCIENTIST

PARCEL ID: 00903034100
JAMESON, JOHN S

PARCEL ID: 0090303423001
STEPANIAN, PHILIP

LOT 343
CITY OF PLYMOUTH
HOUSING COMMISSION


HILL SLOPE EROSION ARMORED WITH BROKEN CONCRETE

LEGEND

- PARCEL BOUNDARIES
- EX. 1' CONTOUR (LIDAR)
- EX. STORM SEWER
- EX. OVERHEAD LINE
- EX. CHAIN LINK FENCE
- EX. NARROW DIRT TRAIL CL
- EX. UTILITY POLE
- EX. SANITARY MANHOLE
- EX. MANHOLE
- EX. STORMWATER OUTFALL
- EX. CATCH BASIN
- EX. PROPERTY IRON, CORNER
- EX. BENCH
- EX. BOARDWALK
- EX. TREE
- EX. WETLAND
- EX. CONCRETE SIDEWALK
- EX. ASPHALT PATH
- EX. STEAM CHANNEL
- EX. CONCRETE IN STREAM

NOTE: PARCEL BOUNDARIES ARE APPROXIMATE; NOT COMPLETED WITH THE BENEFIT OF SURVEY

NOT FOR CONSTRUCTION

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Phone: (734) 769-3004
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CHAMPION DEVELOPMENT GROUP, LLC

TONQUISH CREEK HILL SLOPE STABILIZATION

ECT PROJECT No.:	230705
DESIGNED BY:	RM
DRAWN BY:	MK & SD
CHECKED BY:	CH
APPROVED BY:	CH
STATUS: PRELIMINARY DESIGN	4-12-2023
REVISIONS:	

EXISTING CONDITIONS

N

SCALE: 1" = 10' @ 22 X 34

0 5 10 20

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EX1

N:\2024\C2038-CHAMPION DEVELOPMENT GROUP LLC\240259-TONQUISH CREEK\3_DATA\CAD\24.03.26_TONQUISH CREEK.DWG

PARCEL ID: 009030333000
GODFREY, RICHARD-MARGARET

CROSS SECTION A-

PARCEL ID: 009030322308
SISOLAK, JEFFERY-KAREN

OHWM = 716.4'

POTENTIAL SITE ACCESS POINT: CLEAR DEBRIS AND GRADE DOWN TO BANKFULL ELEVATION

BASE FLOOD ELEVATION = 724'
PER FIRM 26163C0201E DATED 2/2/2012

REMOVE BROKEN CONCRETE FROM STREAM AND HILL SLOPE, LEAVING DEEPLY EMBEDDED CONCRETE IN HILL SLOPE

PROPOSED SITE ACCESS

EXISTING EDGE OF PAVEMENT

PART OF LOT 322
CITY OF PLYMOUTH HOUSING COMMISSION

1ST CH CHRIST SCIENTIST

PARCEL ID: 009030322309
1ST CH CHRIST SCIENTIST

PROPOSED STAGING AREA

PARCEL ID: 00903034100
JAMESON, JOHN S

PARCEL ID: 0090303423001
STEPANIAN, PHILIP

LOT 343
CITY OF PLYMOUTH
HOUSING COMMISSION

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- PARCEL BOUNDARIES
- EX. 1' CONTOUR (LIDAR)
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- EX. NARROW DIRT TRAIL CL
- EX. EDGE OF PAVEMENT
- EX. UTILITY POLE
- EX. SANITARY MANHOLE
- EX. MANHOLE
- EX. STORMWATER OUTFALL
- EX. CATCH BASIN
- EX. PROPERTY IRON, CORNER
- EX. BENCH
- EX. BOARDWALK
- EX. TREE
- EX. WETLAND
- EX. CONCRETE SIDEWALK
- EX. ASPHALT PATH
- EX. STEAM CHANNEL
- EX. RIP RAP
- PR. STAGING AREA
- PR. TREE PROTECTION
- PR. TREE REMOVAL

NOTE: PARCEL BOUNDARIES ARE APPROXIMATE; NOT COMPLETED WITH THE BENEFIT OF SURVEY

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SITE PREPARATION AND ACCESS

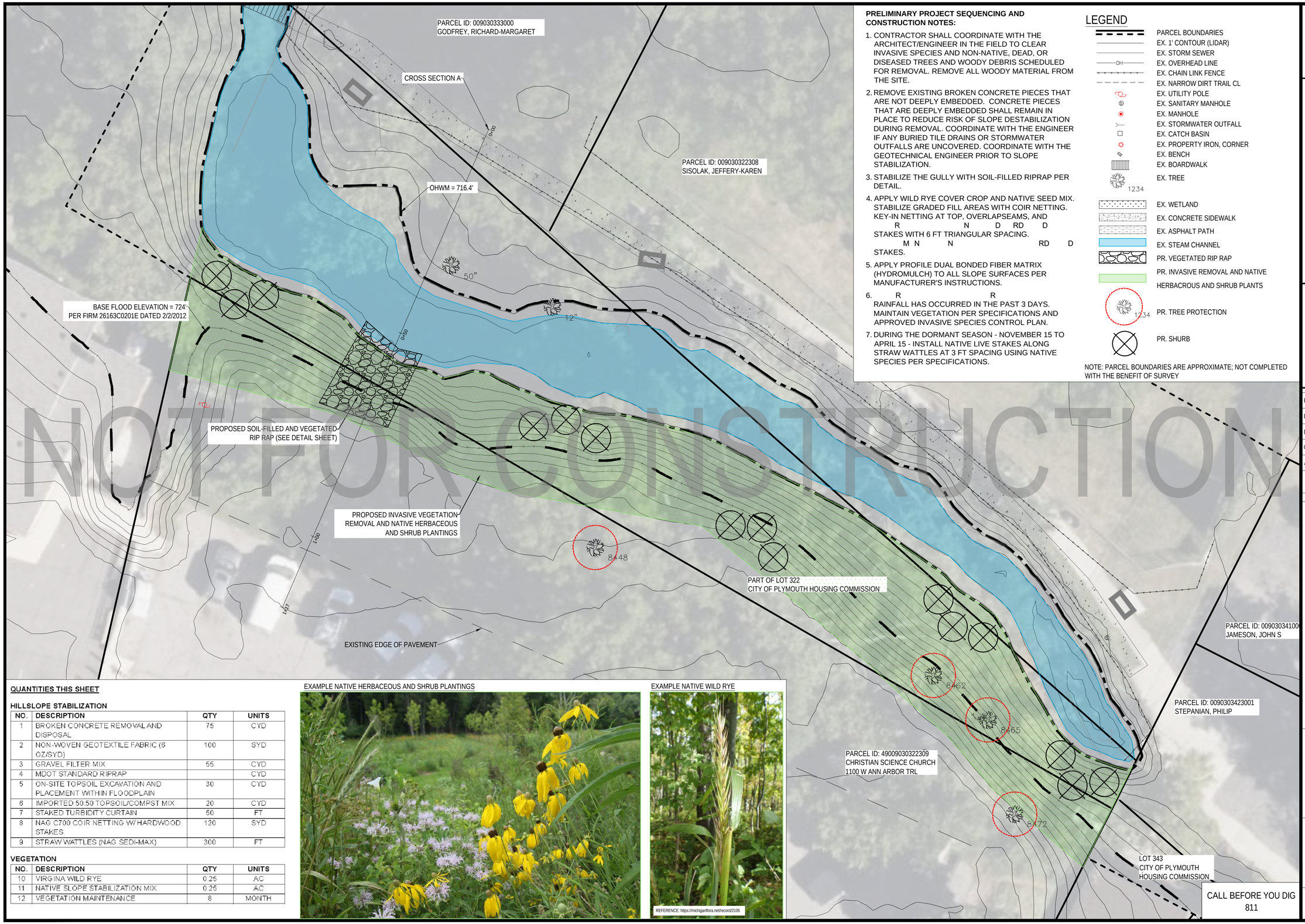
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SCALE: 1" = 10' @ 22 X 34
0 5 10 20

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SP1

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NOT FOR CONSTRUCTION

PRELIMINARY PROJECT SEQUENCING AND CONSTRUCTION NOTES:

1. CONTRACTOR SHALL COORDINATE WITH THE ARCHITECT/ENGINEER IN THE FIELD TO CLEAR INVASIVE SPECIES AND NON-NATIVE, DEAD, OR DISEASED TREES AND WOODY DEBRIS SCHEDULED FOR REMOVAL. REMOVE ALL WOODY MATERIAL FROM THE SITE.
2. REMOVE EXISTING BROKEN CONCRETE PIECES THAT ARE NOT DEEPLY EMBEDDED. CONCRETE PIECES THAT ARE DEEPLY EMBEDDED SHALL REMAIN IN PLACE TO REDUCE RISK OF SLOPE DESTABILIZATION DURING REMOVAL. COORDINATE WITH THE ENGINEER IF ANY BURIED TILE DRAINS OR STORMWATER OUTFALLS ARE UNCOVERED. COORDINATE WITH THE GEOTECHNICAL ENGINEER PRIOR TO SLOPE STABILIZATION.
3. STABILIZE THE GULLY WITH SOIL-FILLED RIPRAP PER DETAIL.
4. APPLY WILD RYE COVER CROP AND NATIVE SEED MIX. STABILIZE GRADED FILL AREAS WITH COIR NETTING. KEY-IN NETTING AT TOP, OVERLAPSEAMS, AND R N D RD D STAKES WITH 6 FT TRIANGULAR SPACING. M N N RD D STAKES.
5. APPLY PROFILE DUAL BONDED FIBER MATRIX (HYDROMULCH) TO ALL SLOPE SURFACES PER MANUFACTURER'S INSTRUCTIONS.
6. R R RAINFALL HAS OCCURRED IN THE PAST 3 DAYS. MAINTAIN VEGETATION PER SPECIFICATIONS AND APPROVED INVASIVE SPECIES CONTROL PLAN.
7. DURING THE DORMANT SEASON - NOVEMBER 15 TO APRIL 15 - INSTALL NATIVE LIVE STAKES ALONG STRAW WATTLES AT 3 FT SPACING USING NATIVE SPECIES PER SPECIFICATIONS.

LEGEND

- PARCEL BOUNDARIES
- EX. 1' CONTOUR (LIDAR)
- EX. STORM SEWER
- EX. OVERHEAD LINE
- EX. CHAIN LINK FENCE
- EX. NARROW DIRT TRAIL CL
- EX. UTILITY POLE
- EX. SANITARY MANHOLE
- EX. MANHOLE
- EX. STORMWATER OUTFALL
- EX. CATCH BASIN
- EX. PROPERTY IRON, CORNER
- EX. BENCH
- EX. BOARDWALK
- EX. TREE (1234)
- EX. WETLAND
- EX. CONCRETE SIDEWALK
- EX. ASPHALT PATH
- EX. STEAM CHANNEL
- PR. VEGETATED RIP RAP
- PR. INVASIVE REMOVAL AND NATIVE HERBACROUS AND SHRUB PLANTS
- PR. TREE PROTECTION (1234)
- PR. SHRUB

NOTE: PARCEL BOUNDARIES ARE APPROXIMATE; NOT COMPLETED WITH THE BENEFIT OF SURVEY

QUANTITIES THIS SHEET

HILLSLOPE STABILIZATION

NO.	DESCRIPTION	QTY	UNITS
1	BROKEN CONCRETE REMOVAL AND DISPOSAL	75	CYD
2	NON-WOVEN GEOTEXTILE FABRIC (6 OZ/SYD)	100	SYD
3	GRAVEL FILTER MIX	55	CYD
4	MDOT STANDARD RIPRAP		CYD
5	ON-SITE TOPSOIL EXCAVATION AND PLACEMENT WITHIN FLOODPLAIN	30	CYD
6	IMPORTED 50:50 TOPSOIL/COMPST MIX	20	CYD
7	STAKED TURBIDITY CURTAIN	50	FT
8	NAG C700 COIR NETTING W/ HARDWOOD STAKES	120	SYD
9	STRAW WATTLES (NAG SEDI-MAX)	300	FT

VEGETATION

NO.	DESCRIPTION	QTY	UNITS
10	VIRGINA WILD RYE	0.25	AC
11	NATIVE SLOPE STABILIZATION MIX	0.25	AC
12	VEGETATION MAINTENANCE	8	MONTH

EXAMPLE NATIVE HERBACEOUS AND SHRUB PLANTINGS

EXAMPLE NATIVE WILD RYE

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2001 Commonwealth Blvd, Ste 300
Ann Arbor, Michigan 48105
Phone: (734) 769-3004
www.ectinc.com

4/16/2024 6:38 PM by Maria Kuenzer

CHAMPION DEVELOPMENT GROUP, LLC

TONQUISH CREEK HILL SLOPE STABILIZATION

ECT PROJECT No.:	230705
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DRAWN BY:	MK & SD
CHECKED BY:	CH
APPROVED BY:	CH

STATUS:
PRELIMINARY DESIGN 4-12-2023

REVISIONS:

PROPOSED CONDITIONS

N

SCALE: 1" = 10' @ 22 X 34
0 5 10 20

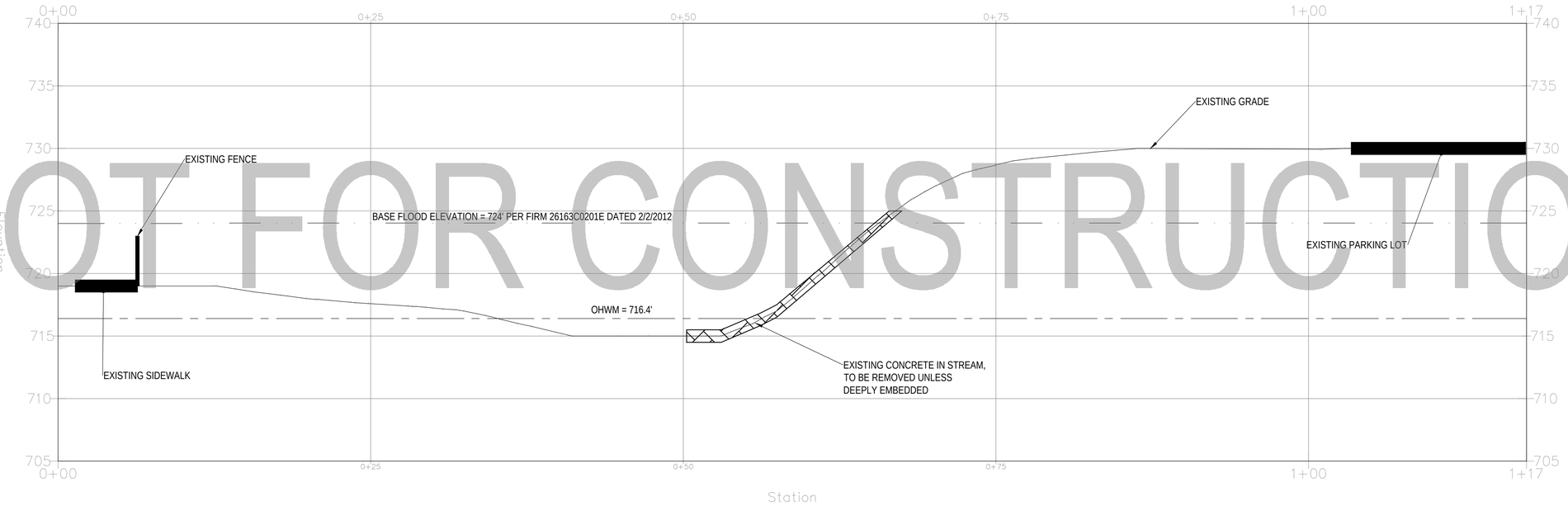
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PR1

N:\2024\C2038-CHAMPION DEVELOPMENT GROUP LLC\240259-TONQUISH CREEK\3_DATA\CAD\24.03.26_TONQUISH CREEK.DWG

EXISTING

CROSS SECTION A



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TONQUISH CREEK HILL SLOPE STABILIZATION

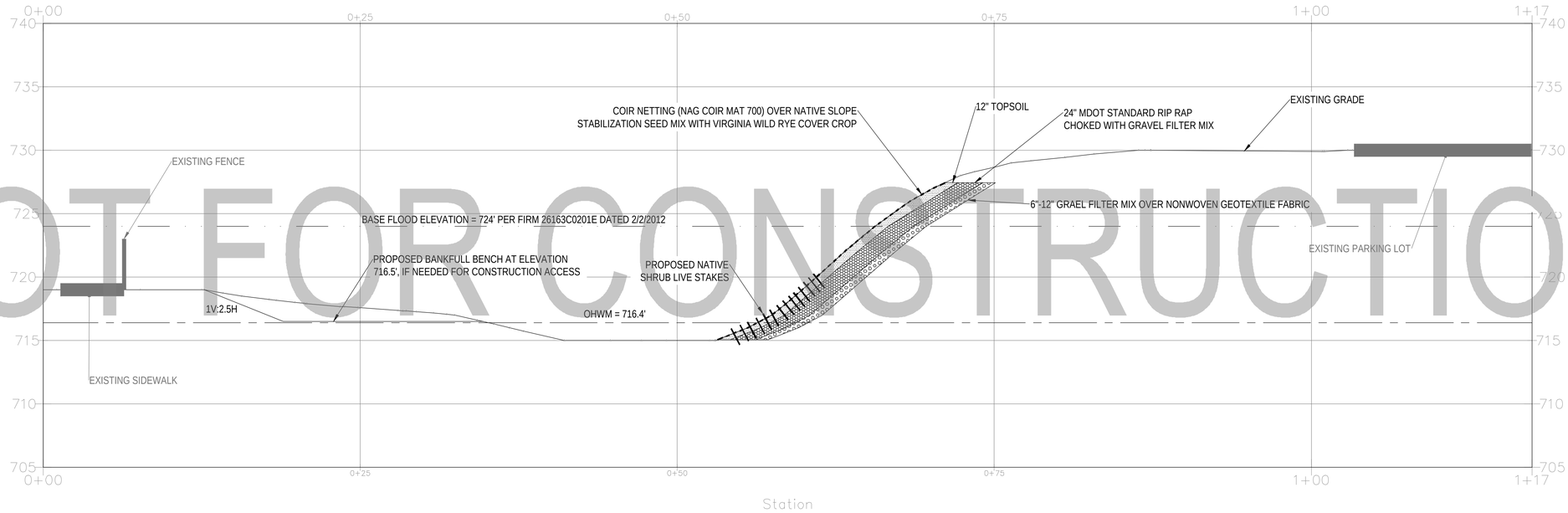
ECT PROJECT No.:	230705
DESIGNED BY:	RM
DRAWN BY:	MK & SD
CHECKED BY:	CH
APPROVED BY:	CH
STATUS: PRELIMINARY DESIGN	4-12-2023
REVISIONS:	

EXISTING CROSS SECTION

CS1

N:\2024\C2038-CHAMPION DEVELOPMENT GROUP LLC\240259-TONQUISH CREEK\3_DATA\CAD\24.03.26_TONQUISH CREEK.DWG

PROPOSED
CROSS SECTION A



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STATUS: PRELIMINARY DESIGN	4-12-2023
REVISIONS:	

PROPOSED CROSS SECTION

CS2

N:\2024\C2038-CHAMPION DEVELOPMENT GROUP LLC\240259-TONQUISH CREEK\3_DATA\CAD\24.03.26_TONQUISH CREEK.DWG

INVASIVE SPECIES CONTROL NOTES:

A. THE INTENT OF THESE PRACTICES IS TO CONTROL INVASIVE PLANTS AND SHRUBS AND PARTIALLY OPEN THE CANOPY TO ALLOW FOR THE GROWTH OF UNDERSTORY VEGETATION.

B. THE CONTRACTOR SHALL SUBMIT AN INVASIVE SPECIES CONTROL PLAN FOR ENGINEER'S APPROVAL AND OBTAIN ANY NECESSARY PERMITS PRIOR TO COMMENCING THIS TASK. THE PLAN WILL INCLUDE THE HERBICIDES PROPOSED, APPLICATION DATES/SEASONS, AND FOLLOW-UP APPLICATION SCHEDULE.

C. ANY HERBICIDE OR PESTICIDE INTENDED FOR USE ON SITE MUST BE APPROVED BY THE OWNER/ENGINEER PRIOR TO USE. HERBICIDES SHALL HAVE GLYPHOSATE AS THE PRIMARY ACTIVE INGREDIENT, UNLESS OTHERWISE APPROVED BY THE OWNER/ENGINEER. HERBICIDES SHALL BE APPROVED FOR AQUATIC USE WHERE APPLICABLE.

D. CONTRACTOR SHALL CUT ALL INVASIVE SHRUBS FLUSH TO GROUND LEVEL AND IMMEDIATELY SPRAY WITH APPROVED HERBICIDE WITH MARKER DYE.

E. THE RE-VEGETATION ZONES SHALL BE INSPECTED AFTER FOURTEEN (14) DAYS. IF RE-SPROUTING OF UNDESIRABLE PLANTS HAS OCCURRED, A SECOND HERBICIDE APPLICATION MAY BE REQUIRED.

F. NON-NATIVE SPECIES THAT MUST BE REMOVED AND CONTROLLED INCLUDE, BUT ARE NOT LIMITED TO, THOSE LISTED IN TABLE 1.

Table 1 Plant Species Prohibited from Riparian Areas

Scientific Name	Common Name	National Wetland Category	Type
Agropyron repens	Quack grass	Facultative upland	grass
Alliaria petiolata	Garlic mustard	Facultative	forb
Alnus glutinosa	Black alder	Facultative wetland	tree
Arctium minus	Common burdock	Upland	forb
Bromus inermis	Smooth brome	Upland	grass
Celestrus orbiculatus	Oriental bittersweet	Upland	vine
Centaurea maculosa	Spotted knapweed	Upland	forb
Cirsium arvense	Canada thistle	Facultative upland	forb
Cirsium vulgare	Bull thistle	Facultative upland (-)	forb
Convolvulus arvensis	Field bindweed	Upland	forb
Coronilla vana	Crown vetch	Upland	forb
Dipsacus laciniatus	Cutleaved teasel	Upland	forb
Elaegnus timbellata	Autumn olive	Facultative upland	shrub
Euphorbia esula	Leafy spurge	Upland	forb
Festuca pratensis (elatior)	Meadow fescue	Facultative upland (-)	grass
Ligustrum obtusifolium	Border privet	Upland	shrub
Ligustrum vulgare	Common privet	Facultative (-)	shrub
Lonicera japonica	Japanese honesuckle	Facultative upland	vine
Lonicera maackii	Amur honeysuckle	Upland	shrub
Lonicera morrowi	Morrow's honeysuckle	Upland	shrub
Lonicera tatarica	Smooth tartarian honeysuckle	Facultative upland	shrub
Lonicera x bella	Showy bush honeysuckle	Upland	shrub
Lythrum salicaria	Purple loosestrife	Obligate wetland	forb
Melilotus alba	White sweet clover	Facultative upland	forb
Melilotus officinalis	Yellow sweet clover	Facultative upland	forb
Myriophyllum spicatum	Eurasian water milfoil	Obligate wetland	forb
Pastinaca sativa	Wild parsnip	Upland	forb
Phalaris arundinacea	Reed canary grass	Facultative wetland (+)	grass
Phalaris canariensis	Canary grass	Facultative upland	grass
Phragmites australis	reed	Facultative wetland (+)	grass
Polygonum cuspidatum	Japanese knotweed	Facultative upland	forb
Polygonum sachalinense	Giant knotweed	Upland	forb
Rhamnus sachalinense	Common buckthorn	Facultative upland	tree
Rhamnus frangula	Glossy buckthorn	Facultative (+)	shrub
Rhamnus utilis	buckthorn	Upland	shrub
Rosa multiflora	Multiflora rose	Facultative upland	shrub
Rumex crispus	Curly or sour dock	Facultative (+)	forb
Typha angustifolia	Narrow leaf cattail	Obligate wetland	forb
Typha x glauca	Hybrid cattail	Obligate wetland	forb
Ulmus pumila	Siberian elm	Upland	Tree

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DRAWN BY:	MK & SD
CHECKED BY:	CH
APPROVED BY:	CH

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REVISIONS:

NOTES

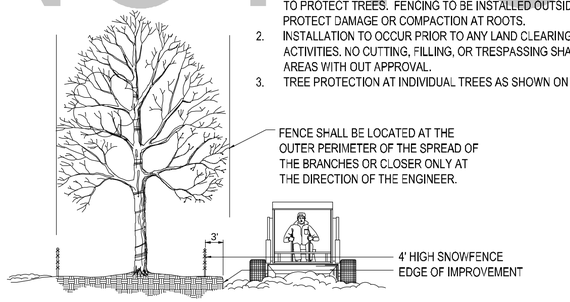
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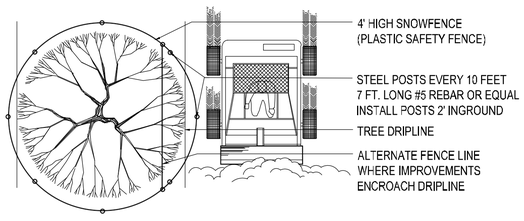
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NOTES:

1. CONSTRUCTION FENCING TO BE USED AROUND WORK AREAS AND AGAINST TREE LINES TO PROTECT TREES. FENCING TO BE INSTALLED OUTSIDE OF TREE DRIP LINES TO PROTECT DAMAGE OR COMPACTION AT ROOTS.
2. INSTALLATION TO OCCUR PRIOR TO ANY LAND CLEARING OR CONSTRUCTION ACTIVITIES. NO CUTTING, FILLING, OR TRESPASSING SHALL OCCUR INSIDE FENCED AREAS WITH OUT APPROVAL.
3. TREE PROTECTION AT INDIVIDUAL TREES AS SHOWN ON THE PLANS.



SECTION VIEW



PLAN VIEW

1/D1 TREE PROTECTION

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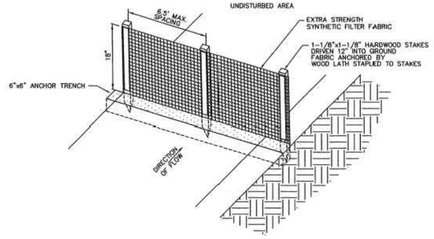
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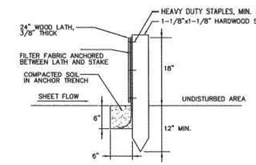
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SILT FENCE – PLAN VIEW

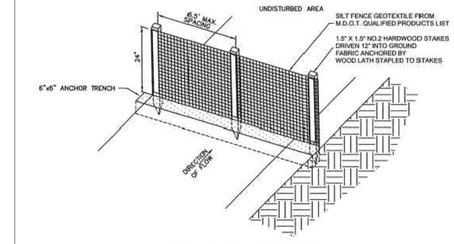


SILT FENCE – SECTIONAL VIEW

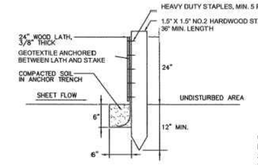
GEOTURF™
24" SILT FENCE
6.5 FT. POST SPACING
PREPARED BY: CSI/GEOTURF, INC. 1500 ALLOY PARKWAY HIGHLAND, MI 48357
SHEET 1 OF 1
DRAWN BY: BJS
DATE: 6-2-2005
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SILT FENCE – PLAN VIEW



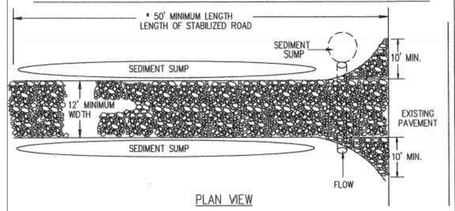
SILT FENCE – SECTIONAL VIEW

NOTE:
GEOTURF 36" SILT FENCE MEETS ALL M.D.O.T. SPECIFICATIONS FOR SILT FENCE

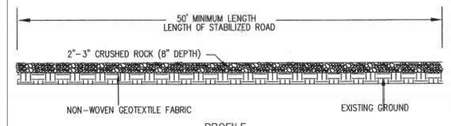
GEOTURF
36" SILT FENCE
6.25' STAKE SPACING
PREPARED BY: CSI/GEOTURF, INC. 1500 ALLOY PARKWAY HIGHLAND, MI 48357
SHEET 1 OF 1
05-16-07
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S53

STABILIZED CONSTRUCTION ACCESS



PLAN VIEW



PROFILE

NOTES:
1. Establish stabilized construction entrance prior to the initiation of site construction activities.
2. Care should be taken to prevent material movement into adjacent wetlands/waterbodies.
3. Care should be taken to maintain existing roadside drainage via culvert installation, with sediment sump placed downflow of culvert.

STANDARD SYMBOL

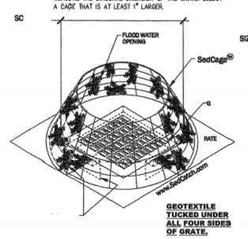
MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

REAR YARD INLET FILTER

SedCatch® SedCage@ Yard Inlet Protection

SIZING INSTRUCTIONS:
MEASURE THE DIAGONAL DIMENSION OF THE GRATE. SELECT A CAGE THAT IS AT LEAST 1" LARGER.

COMPATIBLE GRATES:
A SedCage® IS COMPATIBLE WITH ALL GRATES IN WHICH THE EDGES OF THE GRATE ARE SUPPORTED BY A LEDGE.



SIZES:

FITS SQUARE GRATES FROM 12" X 12" THROUGH 22" X 22"
FITS ROUND GRATES FROM 8" DIA. THROUGH 24" DIA.
FITS RECTANGULAR GRATES WITH A DIAGONAL BETWEEN 17" AND 36" ($a^2+b^2=c^2$)

32" SedCage®

FITS SQUARE GRATES FROM 15" X 15" THROUGH 28" X 28"
FITS ROUND GRATES FROM 19" DIA. THROUGH 30" DIA.
FITS RECTANGULAR GRATES WITH A DIAGONAL BETWEEN 28" AND 41" ($a^2+b^2=c^2$)

43" SedCage®

FITS SQUARE GRATES FROM 24" X 24" THROUGH 36" X 36"
FITS ROUND GRATES FROM 24" DIA. THROUGH 40" DIA.
FITS RECTANGULAR GRATES WITH A DIAGONAL BETWEEN 32" AND 53" ($a^2+b^2=c^2$)

54" SedCage®

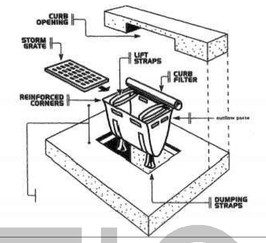
FITS SQUARE GRATES FROM 27" X 27" THROUGH 42" X 42"
FITS ROUND GRATES FROM 28" DIA. THROUGH 48" DIA.
FITS RECTANGULAR GRATES WITH A DIAGONAL BETWEEN 44" AND 61" ($a^2+b^2=c^2$)

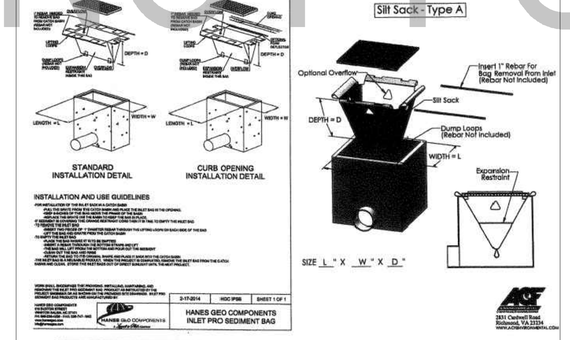
62" SedCage®

CUSTOM SIZES AVAILABLE

PAVED STORM SEWER INLET FILTER

HIGH FLOW-SACK TYPE FILTER WITH OVERFLOW





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Geoturf® Filter Bag

Whenever accumulated water on a construction site must be pumped, utilize filter bags to ensure the water is properly filtered of silt and sediment prior to discharge into receiving bodies. Filter bags are constructed of strong, high quality nonwoven geotextile filter fabric with a fill port to accommodate a pump discharge hose. The filter bags permit a controlled outflow of water, while retaining harmful pollutants.

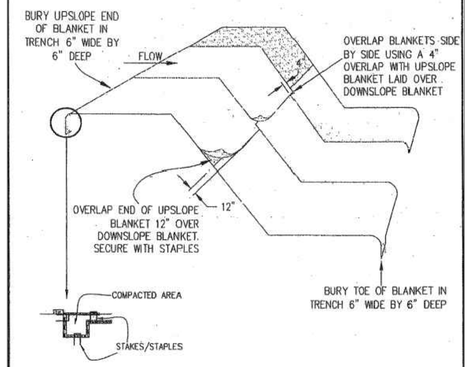
Size	15' x 20' x 8"
Snout Size	8"
Holding Capacity	15 Cubic Yds.

Meets the requirements of MDOT Item 208 Erosion Control Filter Bag



E9

MULCH BLANKETS



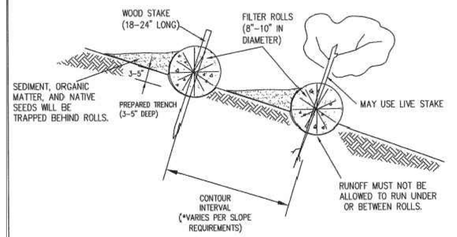
NOTES:
1. PLACE MULCH BLANKET PARALLEL TO FLOW AND ANCHOR SECURELY.
2. WHEN BLANKETS ARE USED IN FLOWING DITCH, BLANKETS SHOULD NOT OVERLAP IN DITCH CENTER PARALLEL TO FLOW.
3. STAPLES INSTALLED/SECURED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
4. WHERE POSSIBLE, CONSTRUCT WITH BIODEGRADABLE MATERIAL.

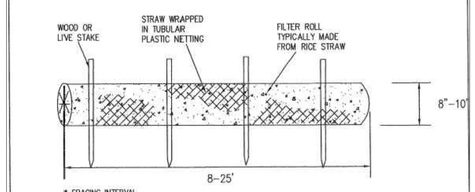
STANDARD SYMBOL

MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

ES33

FILTER ROLLS





* SPACING INTERVAL

SLOPE	1:1	1:2	1:3	1:4	1:6
CONTOUR INTERVAL	3'	4'	5'	6'	8'

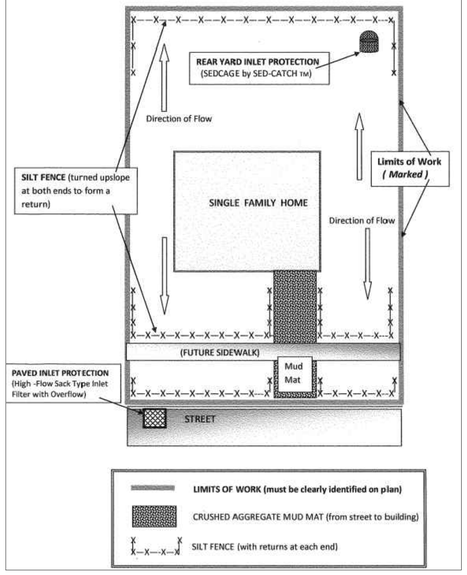
*ADAPTED FROM NRCS, SOMERSET, NJ

STANDARD SYMBOL B

MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

EXAMPLE SOIL EROSION CONTROL PLAN / SINGLE FAMILY RESIDENCE

(ITEMS SHOWN ON THIS DRAWING MUST BE ON SHOWN ON ALL PLANS)



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APPROVED BY:	CH

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REVISIONS:

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MASTER DEED
BROOKSIDE VILLAGE CONDOMINIUM

This Master Deed is made and executed on April 12, 2024, by {BROOKSIDE DEVELOPER} LLC, a Michigan limited liability company, hereinafter referred to as "Developer", whose post office address is _____, pursuant to the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

This recorded document consists of the following:

- This Master Deed;
- The Bylaws attached hereto as Exhibit A; and
- The Condominium Subdivision Plan attached hereto as Exhibit B.

DRAFT
4-15-2024

PREAMBLE: By recording this Master Deed, and the attached Bylaws (Exhibit A) and Condominium Subdivision Plan (Exhibit B) the Developer desires to establish the real property described in Article 2 below, and the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act. Upon recording of this Master Deed, the Developer establishes Brookside Village Condominium as a Condominium Project under the Act and does declare that Brookside Village Condominium (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

Article 1 TITLE AND NATURE. The Condominium Project shall be known as Brookside Village Condominium, Wayne County Condominium Subdivision Plan No. _____. The architectural plans for the Project were approved by The City of Plymouth. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit herein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

Article 2 LEGAL DESCRIPTION. The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows: _____.

Article 3 DEFINITIONS. Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of Brookside Village Condominium Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Brookside Village Condominium as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

DRAFT
4-15-2024

§ 3.1 The "Act" means the Michigan Condominium Act, being Act 59 of Public Acts of 1978, as amended.

§ 3.2 "Administrator" means the Michigan Department of Licensing and Regulatory Affairs or an authorized designee.

§ 3.3 "Affiliate of Developer" means any person who controls, is controlled by, or is under common control with a developer. A person is controlled by another person if the person is a general partner, officer, member, director, or employee of the person, directly or indirectly, individually or with 1 or more persons or subsidiaries owns, controls, or holds power to vote more than 20% of the person, controls in any manner the election of a majority of the directors of the person, or has contributed more than 20% of the capital of the person.

§ 3.4 "Arbitration Association" means the American Arbitration Association or its successor.

§ 3.5 "Association" means Brookside Village Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

§ 3.6 "Bylaws" means Exhibit A hereto, being the By Laws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to the recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

§ 3.7 "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article 4 hereof, and shall specifically exclude heating, cooling, water heating and electrical control units and household appliances.

§ 3.8 "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association as all of the same may be amended from time to time.

DRAFT

§ 3.9 "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Brookside Village Condominium as described above.

4-15-2024

§ 3.10 "Condominium Project", "Condominium" or "Project" means Brookside Village Condominium as a Condominium Project established in conformity with the provisions of the Act.

§ 3.11 "Condominium Subdivision Plan" means Exhibit B.

§ 3.12 "Construction and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer continues to construct or proposes to construct additional Units or other residences or owns or holds an option or other enforceable purchase interest in land for residential development adjacent to the Condominium Premises.

§ 3.13 "Co-owner" means a person, firm, corporation, partnership, Association, trust, or other legal entity or any combination of those entities who owns a Condominium Unit within the

Condominium Project. Co-owner includes land contract vendees and land contract vendors, who are considered jointly and severally liable under the Act and the Condominium Documents, except as the recorded Condominium Documents provide otherwise. The term "Owner", whenever used, shall be synonymous with the term "Co-owner".

§ 3.14 "Developer" means {BROOKSIDE DEVELOPER} LLC a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included with the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents. Developer does not include any of the following: (a) A real estate broker acting as agent for the Developer in selling condominium units; (b) A residential builder who acquires title to 1 or more condominium units for the purpose of residential construction on those condominium units and subsequent resale; and other persons exempted from this definition by rule or order of the Administrator.

§ 3.15 "First Annual Meeting" means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which may properly be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold or (b) mandatorily after (I) the expiration of 54 months from the date of the first Unit conveyance or (ii) 75% of all Units which may be created are sold, whichever first occurs.

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§ 3.16 "General Common Elements" means the common elements other than the Limited Common Elements.

§ 3.17 "Limited Common Elements" means a portion of the common elements reserved in the master deed for the exclusive use of less than all of the co-owners

§ 3.18 "Residential builder" is a person licensed as a residential builder under Article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412.

§ 3.19 "Transitional control date" means the date on which a board of directors for an Association of Co-owners takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

§ 3.20 "Unit" or "Condominium Unit" each means the enclosed space constituting a single complete residential Unit in Brookside Village Condominium, as such space may be described in Exhibit B, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All Units are contained within buildings.

§ 3.21 Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

Article 4 COMMON ELEMENTS. The Common Elements of the Project described in Exhibit B attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as set forth in this Article 4.

§ 4.1 General Common Elements. The General Common Elements are listed below:

¶ 4.1.1 LAND. The land described in Article 2 hereof, including certain driveways, roads, sidewalks and parking spaces, that is not specifically identified as Limited Common Elements.

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¶ 4.1.2 ROADS. The roads in the Project are General Common Elements.

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¶ 4.1.3 ELECTRICAL. The electrical transmission system throughout the Project up to the point of connection to, but not including, the electric meter for each Unit, together with common lighting for the Project, if any is installed.

¶ 4.1.4 TELEPHONE. The telephone system, if any, throughout the Project up to the point of entry to each Unit.

¶ 4.1.5 GAS. The gas distribution system throughout the Project up to the point of connection to, but not including, the gas meter for each Unit.

¶ 4.1.6 WATER. The water distribution system, if any, throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

¶ 4.1.7 SANITARY SEWER. The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

¶ 4.1.8 STORM SEWER. The storm water management system (including any common sump lines) throughout the Project.

¶ 4.1.9 TELECOMMUNICATIONS. The telecommunications and cable television systems, if and when they may be installed, up to, but not including, connections to provide service to individual Units.

¶ 4.1.10 CERATIN SIDEWALKS. Certain sidewalks in the Project are General Common Elements as and to the extent shown on Exhibit B.

¶ 4.1.11 OTHER. General Common Elements include such other elements of the Project that are not otherwise designated as General or Limited Common Elements and are not enclosed within the boundaries of a Unit, but are intended for common use of all Co-Owners or necessary to the existence, upkeep and safety of the Project.

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§ 4.2 Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are listed below:

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¶ 4.2.1 PATIOS AND DECKS. Each individual patio or deck that services a Unit is a Limited Common Element and is restricted in use and enjoyment to the Co-owner of the Unit which opens into such patio or deck and to which such Limited Common Element is appurtenant.

¶ 4.2.2 DRIVEWAYS, PARKING SPACES, AND CERTAIN SIDEWALKS. Certain individual driveways and parking spaces are appurtenant as Limited Common Elements to the specific Units served thereby as depicted on Exhibit B; and certain sidewalks in the Project are Limited Common Elements as and to the extent shown on Exhibit B

¶ 4.2.3 CONSTRUCTION. Foundations, supporting columns, Unit perimeter walls (but not including windows and doors therein), roofs, ceilings, common halls, floor construction and spaces between Unit levels, the spaces between the ceilings and roofs, and

chimneys, are Limited Common Elements, limited in use and enjoyment to the Unit or Units enclosed by those construction elements, as depicted in Exhibit B.

¶ 4.2.4 AIR CONDITIONERS AND COMPRESSORS. Each air conditioner compressor and its pad are Limited Common Elements restricted in use to the Co-owner of the Unit serviced by such air conditioner compressor.

¶ 4.2.5 GARAGE DOORS. Each garage door and its hardware, including garage door openers, shall be a Limited Common Element, limited in use to the Co-owner of the Unit serviced thereby.

¶ 4.2.6 UTILITY METERS. Meters for sewer, water (if any), natural gas and electricity shall be Limited Common Elements respectively appurtenant to each Unit for which they measure such utility service.

¶ 4.2.7 DOORS, WINDOWS AND SCREENS. Doors, windows and screens shall be limited in use to the Co-owners of Units to which they are attached.

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¶ 4.2.8 PORCHES. Each individual porch in this project is a Limited Common Element, restricted in use to the Co-owner of the Unit which opens into such porch as shown on Exhibit B.

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¶ 4.2.9 INTERIOR SURFACES; ATTICS. The interior surfaces of Units (including doors therein), ceilings and floors contained within a Unit, and attic space above a Unit shall be Limited Common Elements, limited and subject to the exclusive use and enjoyment of the Co-owners of such Unit.

§ 4.3 RESPONSIBILITIES. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

¶ 4.3.1 PATIOS AND DECKS. The costs of maintenance, repair and replacement of each patio and deck described in ¶ 4.2.1 above and their contents and surrounding privacy walls or screening devices shall be borne by the Co-owner of the Unit which opens into such patio; provided, however, that the periodicity thereof and the materials utilized in connection therewith shall be determined solely by the Association which may elect, in its discretion, to be responsible for performance of the work at the sole expense of each affected Co-owner.

¶ 4.3.2 AIR CONDITIONERS AND COMPRESSORS. The cost of maintenance, repair and replacement of each individual air conditioner compressor, its related pad and ground surface immediately below the same as described in ¶ 4.2.4 above, shall be borne by the Co-owner of the Unit which such air conditioner compressor services.

¶ 4.3.3 GARAGE DOORS. The costs of maintenance, repair and replacement of each garage door and its hardware, including garage door openers, as described in ¶4.2.5 above, shall be borne by the Co-owner of the Unit to which the same are appurtenant except that periodic exterior repainting of each garage door shall be an Association expense.

¶ 4.3.4 UTILITY METERS. All utility services expense measured through Unit meters and the expenses of those meters described in ¶ 4.2.6 above shall be borne by each Co-owner of the Unit to which the same are appurtenant.

¶ 4.3.5 DOORS, WINDOW AND SCREENS. The maintenance, repair, replacement and interior and exterior maintenance of all doors, window glass and screens referred to in ¶ 4.2.7 above and the costs thereof shall be borne by the Co-owners of the Unit to which any such doors, windows and screens are appurtenant.

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¶ 4.3.6 PORCHES. The costs of maintenance, repair and replacement of each porch described in ¶ 4.2.8 above shall be borne by the Co-owner of the Unit that opens into that porch.

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¶ 4.3.7 INTERIOR SURFACES. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all surfaces referred to in ¶ 4.2.9 above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

¶ 4.3.8 OTHER. The costs of maintenance, repair and replacement of all General Common Elements and Limited Common Elements other than described above in ¶4.3.1 through ¶4.3.7 shall be borne by the Association, subject to the provisions of Article 6, Section 6.13 of the Bylaws.

§ 4.4 USE OF UNITS AND COMMON ELEMENTS. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any

manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

§ 4.5 CONFLICTS BETWEEN MASTER DEED AND SUBDIVISION PLAN. If there is a conflict between the Master Deed and the Condominium Subdivision Plan in the classification or designation of a common element as General Common Element or Limited Common Element, then the classification or designation contained in the Condominium Subdivision Plan shall control.

§ 4.6 UTILITY SYSTEMS. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications facilities, if any, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, the utility lines, systems and equipment, and any telecommunications and cable television facilities, shall be Common Elements only to the extent of the Co-owners' interest in those items, if any, and Developer makes no warranty whatever with respect to the nature or extent of that interest, if any.

Article 5 UNIT DESCRIPTION AND PERCENTAGE OF VALUE.

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§ 5.1 DESCRIPTION OF UNITS. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Brookside Village Condominium, as prepared by Stonefield Engineering & Design, and attached to this Master Deed as Exhibit B. The architectural plans and specifications are on file with The City of Plymouth. Each Unit shall include: (1) For Units that have basements, with respect to each Unit basement, if basements are installed, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists, and (2) with respect to the upper floors of Units, including enclosed garage space, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit B and delineated with heavy outlines. The dimensions shown on the basement and foundation plans in Exhibit B have been or will be physically measured by Stonefield Engineering & Design. In the event that the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in Exhibit B, then the typical upper-floor plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan.

§ 5.2 PERCENTAGE OF VALUE. The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the relative floor areas of the Units, with the resulting percentages reasonably adjusted to total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. Set forth in the table appearing below are each Unit Number as it appears on the Condominium Subdivision Plan and the percentage of value assigned to each Unit:

Unit Number	Percentage of Value
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	

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Unit Number	Percentage of Value
18	
19	
20	
Total	

Article 6 SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS. Notwithstanding any other provisions of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

§ 6.1 BY DEVELOPER. Developer reserves the sole right during the Construction and Sales Period and without the consent (except as required by the Act) of any other Co-owner or any mortgagee of any Unit to:

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¶ 6.1.1 SUBDIVIDE UNITS. Subdivide or resubdivide any Units which it owns and in connection therewith to construct and install walls, floors, ceilings, utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements; such construction shall not adversely affect the structural integrity of the building nor disturb any utility connections serving Units other than temporarily. Such subdivision or resubdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successor or assigns.

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¶ 6.1.2 CONSOLIDATE CONTIGUOUS UNITS. Consolidate under single ownership two or more Units which are separated by only Unit perimeter walls. In connection with such consolidation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by

law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

¶ 6.1.3 RELOCATE BOUNDARIES. Relocate any boundaries between adjoining Units, separated only by Unit perimeter walls or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. In connection with such relocation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

¶ 6.1.4 CONNECT BUILDINGS. Connect any two buildings which are proximately located to one another by a canopy or walls or both to be designated as a General Common Element. In connection with construction of any such canopies or walls, Developer may alter or remove portions of the General Common Element exterior of buildings, provided that the structural integrity of the building is not affected thereby. The location of canopies and walls will be depicted on either an amendment or amendments to the Master Deed. Any such amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

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¶ 6.1.5 AMENDMENTS TO EFFECTUATE MODIFICATIONS. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision shall be separately identified by number and the percentage of value as set forth in Article 5 hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the new Condominium Units resulting in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size of various Units. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so subdivided. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously

consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

§ 6.2 BY CO-OWNERS. One or more Co-owners may undertake:

¶ 6.2.1 SUBDIVISION OF UNITS. The Co-owner of a Unit may subdivide his Unit upon request to the Association and, during the Construction and Sales Period, the Developer in accordance with Section 49 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Wayne County Register of Deeds.

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¶ 6.2.2 CONSOLIDATION OF UNITS; RELOCATION OF BOUNDARIES. Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between 2 or more Units upon written request to the Association and, during the Construction and Sales Period, the Developer in accordance with Section 48 of the Act. Upon receipt of such request the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyance between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the Office of the Wayne County Register of Deeds.

¶ 6.2.3 Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in

furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article 6.

¶ 6.2.4 MUNICIPALITY AND DEVELOPER APPROVAL. No subdivision, consolidation or other modification of Units shall be undertaken without the approval of The City of Plymouth. During the Construction and Sales Period, no subdivision, consolidation or other modification of Units shall be undertaken without the approval of the Developer.

Article 7 EXPANSION OF CONDOMINIUM. The Condominium Project is not expandable.

Article 8 CONTRACTION OF CONDOMINIUM. The Condominium Project is not contractible. However, the Developer may withdraw portions of the Project pursuant to Section 67 of the Act.

Article 9 EASEMENTS.

§ 9.1 EASEMENT FOR MAINTENANCE OF ENCROACHMENTS AND UTILITIES. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

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§ 9.2 EASEMENTS RETAINED BY DEVELOPER.

¶ 9.2.1 UTILITY EASEMENTS. The Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and Exhibit B, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to

have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing easement or transfer of title.

¶ 9.2.2 EASEMENT FOR CONSTRUCTION AND SALES ACTIVITIES. The Developer hereby reserves for the benefit of itself, its successors and assigns and any Residential Builder who during the Construction and Sales Period an easement for the use of all common elements to carry on any activity in connection with or reasonably related to the construction and sales of Units in the Project or on the Area of Future Development. These activities include but are not limited to maintenance of signs, construction trailers, construction equipment, sales trailers, and construction supplies on the Condominium Premises. The Developer reserves the right for itself and its duly authorized agents, representatives, and employees, and all Residential Builders who receive an assignment of rights from the Developer to maintain offices, model units, and other facilities on the Condominium Premises during the Construction and Sales Period. The Developer or a Residential Builder who has received an assignment of rights from Developer shall pay all costs related to the Condominium Units or Common Elements while owned by Developer and shall restore the facilities to habitable status upon termination of use.

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§ 9.3 GRANT OF EASEMENTS BY ASSOCIATION. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and right-of-way, over under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article 7 hereof; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

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§ 9.4 EASEMENTS FOR MAINTENANCE, REPAIR AND REPLACEMENT. The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements, to fulfill any responsibilities of maintenance, repair, decoration or replacements which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

§ 9.5 TELECOMMUNICATIONS AGREEMENTS. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

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§ 9.6 OTHER EASEMENTS. There are other easements throughout the Project as shown on Exhibit B to this Master Deed, which burden and benefit the Project and the Co-owners. All Co-owners and prospective Co-owners should review Exhibit B carefully to determine the nature, extent and effect of all such easements.

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§ 9.7 RECIPROCAL EASEMENTS WITH ADJACENT PROPERTY. The Project is both burdened and benefitted by easements and expense-sharing agreements with an adjacent parcel of land, including easements for ingress, egress, storm water management, and other utilities. The governing documents for those easements provide for cost-sharing by the Condominium Project and the owner of that adjacent parcel. All Co-owners and prospective Co-owners should review the governing documents for those easements carefully to determine the nature, extent and effect of all such easements and cost-sharing agreements.

§ 9.8 EASEMENTS ARE APPURTENANT. The benefits and burdens of the easements hereby reserved, created or provided for shall be appurtenant to and run with the land.

Article 10 AMENDMENT. This Master Deed, the Bylaws and Condominium Subdivision Plan may be amended as set forth in this Article.

§ 10.1 CONSENT REQUIRED FOR MATERIAL CHANGES. Except as provided in this Article the Master Deed, Bylaws, and Condominium Subdivision plan may be amended, even if the amendment will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than 2/3 of the votes of the Co-owners and mortgagees. A mortgagee shall have 1 vote for each mortgage held. The 2/3 majority required in this Section may not be increased by the terms of the Condominium Documents, and a provision in any Condominium Document that requires the consent of a greater proportion of Co-owners or mortgagees for the purposes described in this Section is void and is superseded by this Section. For purposes of this Section, the affirmative vote of a 2/3 of Co-owners means 2/3 of all Co-owners entitled to vote as of the record date for those votes.

§ 10.2 AMENDMENTS THAT DO NOT MATERIALLY AFFECT OWNERS OR MORTGAGEES. The Condominium Documents may be amended by the Developer or the Association without the consent of Co-owners or mortgagees if the amendment does not materially alter or change the rights of a Co-owner or mortgagee. An amendment that does not materially change the rights of a Co-owner or mortgagee includes, but is not limited to, a modification of the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements. An amendment that does not materially change the rights of a mortgagee further includes, but is not limited to, any change in the Condominium Documents that, in the written opinion of an appropriately licensed real estate appraiser, does not detrimentally change the value of any unit affected by the change.

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§ 10.3 MODIFICATION OF PERCENTAGE OF VALUE, UNITS OR COMMON ELEMENTS. The method or formula used to determine the percentage of value of units in the project for other than voting purposes, and any provisions relating to the ability or terms under which a Co-owner may rent a unit, may not be modified without the consent of each affected Co-owner and mortgagee. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article 5, ¶ 5.6.3 of the Bylaws and except as provided in Article 6 of this Master Deed. No Unit dimension may be modified in any material way without the consent of the Co-owner or mortgagee of the Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided to the contrary in this Master Deed.

§ 10.4 BY DEVELOPER. Prior to 1 year after expiration of the Construction and Sales period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project. The Developer may amend the Master Deed, Bylaws and Condominium Subdivision Plan in any manner and at any time without the consent of the Association, any Co-owner, any mortgagee or any other person if the amendment is required by any governmental agency having jurisdiction over any aspect of the Project, including but not limited to amendments required by a road commission, drain commissioner or other agency for the purpose of or in connection with the dedication of General Common Elements to the public. Any provision of the Condominium Documents to the contrary notwithstanding, the Developer may amend the Master Deed, Bylaws and Condominium Subdivision Plan in any manner and at any time without the consent of the Association, any Co-owner, any mortgagee or any other person in connection with the Developer's rights under Article 6 of this Master Deed or in connection with the Developer's rights of withdrawal under Section 67 of the Act.

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§ 10.5 MORTGAGEE CONSENT. Notwithstanding any provision of the Condominium Documents to the contrary, mortgagees are entitled to vote on amendments to the Condominium Documents only under the following circumstances:

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¶ 10.5.1 Termination of the Condominium Project.

¶ 10.5.2 A change in the method or formula used to determine the percentage of value assigned to a unit subject to the mortgagee's mortgage.

¶ 10.5.3 A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Condominium Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association of Co-owners to the Condominium Unit subject to the mortgagee's mortgage.

¶ 10.5.4 Elimination of a requirement for the Association of Co-owners to maintain insurance on the project as a whole or a condominium unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association of Co-owners to the condominium unit subject to the mortgagee's mortgage.

¶ 10.5.5 The modification or elimination of an easement benefitting the condominium unit subject to the mortgagee's mortgage.

¶ 10.5.6 The partial or complete modification, imposition, or removal of leasing restrictions for condominium units in the condominium project.

§ 10.6 MORTGAGEE CONSENT PROCEDURE. To the extent the Act or the Condominium Documents require a vote of mortgagees of Units on amendment of the Condominium Documents, the procedure described in MCL 559.190a, being Section 90a of the Act shall control.

§ 10.7 TERMINATION, VACATION, REVOCATION OR ABANDONMENT. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer together with 80% of the non-Developer Co-owners.

§ 10.8 DEVELOPER APPROVAL. The foregoing notwithstanding, the Association may not amend the Condominium Documents without the consent of the Developer during the Construction and Sales Period regardless of whether or not the amendment materially affects the rights of a Co-owner or mortgagee. Article 6, Article 7, Article 8, Article 9 and this Article 10 shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of expansion of the Condominium Project or possibility of construction of residential units on the land described in Article 7 and Article 8 hereof. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby. Reserved rights may not be amended except by or with the consent of the Developer.

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§ 10.9 COSTS. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of Co-owners and mortgagees or based upon the advisory committee's decision, the costs of which are expenses of administration.

§ 10.10 NOTICE OF AMENDMENTS. Co-owners shall be notified of proposed amendments, under this section, not less than 10 days before the amendment is recorded.

Article 11 PLANNED UNIT DEVELOPMENT. The Project is part of a planned unit development subject to the relevant City of Plymouth Ordinances and all planned unit development agreements, terms, conditions, restrictions and limitations applicable to the planned unit development. Each Co-owner and prospective Co-owner should review the planned unit development agreements and approvals on file with the City of Plymouth before purchasing a Unit in this Project.

Article 12 ASSIGNMENT. Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Wayne County Register of Deeds. Immediately upon expiration of the Construction and Sales Period, all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing shall automatically devolve to the Association.

{BROOKSIDE DEVELOPER} LLC
a Michigan limited liability company

by:_____
Leonard Nadolski, its authorized agent

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STATE OF MICHIGAN)
) ss:
COUNTY OF WAYNE)

On December _____, 2023, the foregoing Master Deed was acknowledged before me by Leonard Nadolski, the authorized agent of {BROOKSIDE DEVELOPER} LLC, a Michigan limited liability company, on behalf of the limited liability company.

4-15-2024

_____

Prepared by and when recorded return to:
George F. Rizik, II (P30595)
9400 S. Saginaw St., Suite E
Grand Blanc, MI 48439
(810) 953-6000
041224-Master Deed Draft.wpd

BROOKSIDE VILLAGE CONDOMINIUM
EXHIBIT A
BYLAWS

Article 1. ASSOCIATION OF CO-OWNERS. Brookside Village Condominium, a residential Condominium Project located in The City of Plymouth, Wayne County, Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of the Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

Article 2. ASSESSMENTS. All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

§ 2.1. ASSESSMENTS FOR COMMON ELEMENTS. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

§ 2.2. DETERMINATION OF ASSESSMENTS. Assessments shall be determined in accordance with the following provisions:

¶ 2.2.1. BUDGET. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall

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be established in the budget and must be funded by regular monthly payments as set forth in Section 2.3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on an noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the Budget shall be delivered to each Co-owner and the assessment for each year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding $2,000.00 annually for the entire Condominium Project or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article 5, Section 5.4 hereof. The discretionary authority of the board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

¶ 2.2.2. SPECIAL ASSESSMENTS. Special assessments, in addition to those required in ¶ 2.2.1 above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding $2,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit, or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in ¶ 2.2.1 above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners in number and in value The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

§ 2.3. APPORTIONMENT OF ASSESSMENTS AND PENALTY FOR DEFAULT. Except as provided in Section 2.4, below, and except as otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article 5 of the Master Deed, without increase or decrease for the

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existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article 2, Section 2.2.1 above shall be payable by Co-owners in 12 equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Each installment in default for 10 or more days shall bear interest from the initial due date thereof at the rate of 7% per annum until each installment is paid in full. The Association may, pursuant to Article 19, Section 19.4 hereof, levy fines for the late payment in addition to such interest. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

§ 2.4. LIMITED COMMON ELEMENTS. Except to the extent that the Condominium Documents expressly provide to the contrary, common expenses associated with the maintenance, repair, renovation, restoration, or replacement of a limited common element shall be specially assessed against the condominium unit to which that limited common element was assigned at the time the expenses were incurred. If the limited common element involved was assigned to more than 1 condominium unit, the expenses shall be specially assessed against each of the condominium units equally so that the total of the special assessments equals the total of the expenses, except to the extent that the condominium documents provide otherwise. Any other unusual common expenses benefitting less than all of the condominium units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the condominium project or by their licensees or invitees, shall be specially assessed against the condominium unit or condominium units involved, in accordance with reasonable provisions as the condominium documents may provide.

§ 2.5. WAIVER OF USE OR ABANDONMENT OF UNIT. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

§ 2.6. ENFORCEMENT.

¶ 2.6.1. REMEDIES. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the

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Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon 7 days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or nonpayment of assessments in accordance with the provisions of Article 19, Section 19.4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

¶ 2.6.2. FORECLOSURE PROCEEDINGS. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

¶ 2.6.3. NOTICE OF ACTION. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, of a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding,

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but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10 day period, the Association may take such remedial action as may be available to it hereunder or under Michigan Law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

¶ 2.6.4. EXPENSES OF COLLECTION. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by a lien on his Unit.

§ 2.1. LIABILITY OF MORTGAGEE. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project who comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges to all Units including the mortgaged Unit).

§ 2.2. DEVELOPER'S RESPONSIBILITY FOR ASSESSMENTS.

¶ 2.2.1. During the Construction and Sales Period, the Developer of the Condominium, although a member of the Association, shall not be responsible for payment of the monthly Association assessment (except with respect to occupied Units that it owns).

¶ 2.2.2. Developer, however, shall during the Construction and Sales Period pay a proportionate share of the Association's actual current expenses of administration relating to maintenance and use of the Units in the Project, based upon the ratio of Completed Units owned by Developer at the time the expense is incurred to the total number of completed Units then in the Condominium.

¶ 2.2.3. Developer also shall, in addition thereto, at all times before and after such Period, pay a proportionate share of the Association's other actual current expenses of administration, based upon the ratio of all Units owned by the Developer at the time the expense is incurred (including for the formula in this sentence only, all incomplete Units and Units with respect to which construction has not yet commenced) to the total number of Units then in the Project.

¶ 2.2.4. Developer also shall at all times before and after such period maintain, at its own expense, any incomplete Units owned by it. In no event shall Developer be responsible for payment, until after said Construction and Sales Period, of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to occupied Units owned by it.

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¶ 2.2.5. After the Construction and Sales Period, Developer shall be responsible for payment of the full monthly Association maintenance assessment for all completed Units owned by it. Except as set forth above, Developer shall not be responsible at any time for payment of said monthly assessments or payment of any expenses whatsoever with respect to unbuilt Units notwithstanding the fact that such unbuilt Units may have been included in the Master Deed.

¶ 2.2.6. "Occupied Unit" shall mean a Unit used and occupied as a residence. "Completed Unit" shall mean a Unit with respect to which a certificate of occupancy has been issued by the local public authority.

§ 2.3. PROPERTY TAXES AND SPECIAL ASSESSMENTS. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

§ 2.4. PERSONAL PROPERTY TAX ASSESSMENT OF ASSOCIATION PROPERTY. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

§ 2.5. CONSTRUCTION LIEN. A construction lien otherwise arising under Act No 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

§ 2.6. SALE OF UNIT; STATEMENT AS TO UNPAID ASSESSMENTS. Upon the sale or conveyance of a condominium unit, all unpaid assessments, interest, late charges, fines, costs, and attorney fees against a condominium unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following: (a) Amounts due the state, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the condominium unit, and (b) payments due under a first mortgage having priority thereto. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special, and all interest, late charges, fines, costs and attorney fees. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments, interest, costs, fines, late charges and attorney fees and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

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Article 3. ARBITRATION.

§ 3.1. SCOPE AND ELECTION. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances, arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

§ 3.2. JUDICIAL RELIEF. In the absence of the election and written consent of the parties pursuant to Section 3.1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

§ 3.3. ELECTION OF REMEDIES. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

Article 4. INSURANCE.

§ 4.1. EXTENT OF COVERAGE. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions.

¶ 4.1.1. RESPONSIBILITIES OF CO-OWNERS AND ASSOCIATION. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsement to the mortgagees of Co-owners. Each Co-owner may obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate to his needs and thereafter to obtain insurance coverage for his personal property and any additional fixtures, equipment and trim (as referred to in ¶4.1.1 below) located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts

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to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

¶ 4.1.1. INSURANCE OF COMMON ELEMENTS AND FIXTURES. All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed amount basis for the entire Condominium Project with appropriate inflation riders in order that no coinsurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be able to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual reevaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. Such coverage shall also include interior walls within any Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accordance with the plans and specifications thereof as are on file with The City of Plymouth (or such replacements thereof as do not exceed the cost of such standard items). **THE ASSOCIATION SHALL CARRY FIRE AND EXTENDED COVERAGE INSURANCE ONLY ON THE STANDARD UNIT AND NOT ON EXTRAS, ADDITIONS, DECORATIONS, IMPROVEMENTS AND BETTERMENTS EITHER INSTALLED BY THE CO-OWNER OR NOT INCLUDED IN THE STANDARD FINISHES FOR UNITS IN THE PROJECT.** It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all fixtures, equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that replacement cost exceeded the original cost of such standard items) whether installed originally by the Developer or subsequently by Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

¶ 4.1.2. PREMIUM EXPENSES. All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

¶ 4.1.3. PROCEEDS OF INSURANCE POLICIES. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account

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and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article 5 of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

§ 4.2. AUTHORITY OF ASSOCIATION TO SETTLE INSURANCE CLAIMS. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney in fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Article 5. RECONSTRUCTION OR REPAIR.

§ 5.1. DETERMINATION TO RECONSTRUCT OR REPAIR. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

¶ 5.1.1. PARTIAL DAMAGE. If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated.

¶ 5.1.2. TOTAL DESTRUCTION. If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless 80% or more of the Co-owners in value and in number agree to reconstruction by vote or in writing within 90 days after the destruction.

§ 5.2. REPAIR IN ACCORDANCE WITH PLANS AND SPECIFICATIONS. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

§ 5.3. CO-OWNER RESPONSIBILITY FOR REPAIR.

¶ 5.3.1. DEFINITION OF CO-OWNER RESPONSIBILITY. If the damage is only to a part of the Unit which is the responsibility of a Co-owner to maintain and repair, it

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shall be the responsibility of the Co-owner to repair such damage in accordance with ¶5.3.2 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

¶ 5.3.2. DAMAGE TO INTERIOR OF THE UNIT. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures and all appliances, whether freestanding or built in. In the event damage to interior walls within a Co-owner's Unit, or to pipes, wires, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5.4 of this Article 5. If any other interior portion of the Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

§ 5.4. ASSOCIATION RESPONSIBILITY FOR REPAIR. Except as otherwise provided in the Master Deed and in Section 5.3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

§ 5.5. TIMELY RECONSTRUCTION AND REPAIR. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within 6 months after the date of occurrence which caused damage to the property.

§ 5.6. EMINENT DOMAIN. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

¶ 5.6.1. TAKING OF UNIT. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the

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Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.

¶ 5.6.2. TAKING OF COMMON ELEMENTS. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

¶ 5.6.3. CONTINUATION OF CONDOMINIUM AFTER TAKING. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article 5 of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

¶ 5.6.1. NOTIFICATION OF MORTGAGEES. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

§ 5.7. NOTIFICATION OF FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds $10,000.00 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds $1,000.00.

§ 5.8. PRIORITY OF MORTGAGEE INTERESTS. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

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Article 6. RESTRICTIONS. All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

§ 6.1. RESIDENTIAL USE. No Unit within the Condominium shall be used for other than single-family residential purposes, and the Common Elements shall be used only for purposes consistent with residential use.

§ 6.2. LEASING AND RENTAL

¶ 6.2.1. RIGHT TO LEASE. A Co-owner may lease his Unit for the same purposes set forth in Section 6.1 of this Article 6; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in ¶ 6.2.2 below with the exception of a lender in possession of a Unit following default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure. No Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least 6 months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion. **Other than the Developer, no person may lease more than one Unit to non-Co-owner third parties, but must reside in one of those Units as his or her principal residence. No Unit and no room in or part of any Unit shall be rented or let to, or occupied by, any person for temporary lodging, homestay, vacation rental, or travel stay, such as renting through services such as, but not limited to, Airbnb, Guesty and Vrbo.**

¶ 6.2.2. LEASING PROCEDURES. The leasing of Units in the Project shall conform to the following provisions:

6.2.2.1. A Co-owner desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee of a Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. The Developer intends to lease Units that it owns as residential rental Units; and Developer is not subject to the provisions of this Subparagraph 6.2.2.1.

6.2.2.2. Tenants or non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

6.2.2.1. If the Association determines that the tenant or Non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action: The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

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The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred. If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the common elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

6.2.2.2. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

§ 6.3. ALTERATIONS AND MODIFICATIONS. No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors, and during the Construction and Sales Period, the Developer, including without limitation exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. If the Developer and the Association consent to the installation of a satellite dish antenna, that dish antenna shall not exceed 18" in diameter and shall be erected on the rear (non-street side) of the Unit. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

§ 6.4. ACTIVITIES. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner

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shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to any activity involving the use of firearms, air rifles, pellet guns, BB guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

§ 6.5. PETS. No animals other than two household pets consisting of a combination of domesticated cats and domesticated dogs neither of which may exceed 80 pounds in weight, shall be maintained in the Condominium by any Co-owner. No animal may be kept or bred for any commercial purpose and all animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article 2 of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with the duly adopted Rules and Regulations.

§ 6.6. AESTHETICS. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage or while the garage is in use by the Co-owner. No unsightly condition shall be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such area shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general,

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no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

§ 6.7. VEHICLES.

¶ 6.7.1. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles and vehicles used primarily for general personal transportation use (except as the Association may make reasonable exceptions thereto from time to time), may be parked or stored upon the premises of the Condominium, unless parked in a garage with the door closed.

¶ 6.7.2. Golf carts, gas and electric low-speed vehicles (so-called LSVs) and personal scooters are permitted.

¶ 6.7.3. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently.

¶ 6.7.4. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) except while making deliveries or pickups in the normal course of business.

¶ 6.7.5. Each Co-owner shall park his vehicles in the garage provided therefor. Parking of cars in driveways is prohibited.

¶ 6.7.6. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises.

¶ 6.7.7. Use of motorized vehicles anywhere on the Condominium Premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this §6.3, is absolutely prohibited.

¶ 6.7.8. Overnight parking on Common Elements of the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time.

§ 6.8. ADVERTISING. No signs or other advertising devises of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and, during the Construction and Sales Period, from the Developer.

§ 6.9. RULES AND REGULATIONS. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners of the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association,

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including the First Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

§ 6.10. RIGHT TO ACCESS OF ASSOCIATION. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

§ 6.11. LANDSCAPING. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association, and during the Construction and Sales Period, the Developer.

§ 6.12. COMMON ELEMENT MAINTENANCE. Sidewalks, yards, landscaped areas, driveways, roads, parking areas and porches shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements.

§ 6.13. CO-OWNER MAINTENANCE. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damage or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article 2 hereof.

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§ 6.14. RESERVED RIGHTS OF DEVELOPER.

¶ 6.14.1. PRIOR APPROVAL BY DEVELOPER. During the Construction and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit (excluding therefrom the finishing of basements, which shall be prohibited by this Section 6.14 during the Construction and Sales Period), nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole and any adjoining properties under development or proposed to be developed by Developer. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

¶ 6.14.2. DEVELOPER'S RIGHTS IN FURTHERANCE OF CONSTRUCTION AND SALES. None of the restrictions contained in this Article 6 shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer; and may continue to do so during the entire Construction and Sales Period. Developer shall restore the areas so utilized to habitable status upon termination of use.

¶ 6.14.1. ENFORCEMENT OF BYLAWS. The Condominium Project shall at all times be maintained in a manner consistent with the highest standard of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost

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thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

Article 7. MORTGAGES.

§ 7.1. NOTICE TO ASSOCIATION. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such unit. The Association shall give the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

§ 7.2. INSURANCE. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

§ 7.3. NOTIFICATION OF MEETINGS. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

Article 8. VOTING.

§ 8.1. VOTE. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article 5 of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and by number.

§ 8.2. ELIGIBILITY TO VOTE. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article 11, Section 11.2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 9.2 of Article 9. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 8.3 of this Article 8 below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of the members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such

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period. At and after the First Annual Meeting the Developer shall be entitled to vote for each Unit which it owns.

§ 8.3. DESIGNATION OF VOTING REPRESENTATIVE. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

§ 8.1. QUORUM. The presence in person or by proxy of 35% of the Co-owners in number and in value qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

§ 8.2. VOTING. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

§ 8.3. MAJORITY. A majority, except where otherwise provided herein, shall consist of more than 50% in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

Article 9. MEETINGS

§ 9.1. PLACE OF MEETING. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

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§ 9.2. FIRST ANNUAL MEETING. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% in number of the Units (determined with reference to the recorded Master Deed) have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to nondeveloper Co-owners of 75% in number of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a nondeveloper Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors and at least 10 days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

§ 9.3. ANNUAL MEETINGS. Annual Meetings of members of the Association shall be held on the first Wednesday of May each succeeding year after the year in which the First Annual Meeting is held at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article 11 of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

§ 9.4. SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

§ 9.1. NOTICE OF MEETINGS. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to service a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article 8, Section 8.3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

§ 9.2. ADJOURNMENT. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

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§ 9.3. ORDER OF BUSINESS. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (g) election of Directors (at annual meetings or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

§ 9.4. ACTION WITHOUT MEETING. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

§ 9.5. CONSENT OF ABSENTEES. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of that meeting.

§ 9.6. MINUTES, PRESUMPTION OF NOTICE. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

Article 10. ADVISORY COMMITTEE. Within 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of one-third (1/3) of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 3 nondeveloper Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that, if more than 50% in number and in value of the

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nondeveloper Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the nondeveloper Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the nondeveloper Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

Article 11. BOARD OF DIRECTORS.

§ 11.1. NUMBER AND QUALIFICATION OF DIRECTORS. The Board of Directors shall be comprised of 3 members all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors of the Association. Directors shall serve without compensation.

§ 11.2. ELECTION OF DIRECTORS.

¶ 11.2.1. FIRST BOARD OF DIRECTORS. The first Board of Directors shall be composed of 3 persons and such first Board of Directors or its successors as selected by the Developer shall manage the affairs of the Association until the appointment of the first nondeveloper Co-owners to the Board. Elections for nondeveloper Co-owner Directors shall be held as provided in ¶¶ 11.2.2 and 11.2.3 below.

¶ 11.2.2. APPOINTMENT OF NONDEVELOPER CO-OWNERS TO BOARD PRIOR TO FIRST ANNUAL MEETING. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Co-owners of 25% in number of the Units that may be created, 1 of the 3 Directors shall be selected by Nondeveloper Co-owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Co-owners of 50% in number of the Units that may be created, 2 of the 3 Directors shall be elected by Nondeveloper Co-owners. When the required percentage levels of conveyance have been reached, the Developer shall notify the nondeveloper Co-owners and request that they hold a meeting and elect the required Director or Directors, as the case may be. Upon certification to the Developer by the Co-owners of the Director or Directors so elected, the Developer shall then immediately appoint such Director or Directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 11.7 of this Article or he resigns or becomes incapacitated.

¶ 11.2.3. ELECTION OF DIRECTORS AT AND AFTER THE FIRST ANNUAL MEETING.

11.2.3.1. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Co-owners of 75% in number of the Units that may be created, the nondeveloper Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 director as long as the

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Units that remain to be created and sold equal at least 10% of all Units that may be created in the Project. Whenever the 75% conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

11.2.3.2. Regardless of the percentage of Units which have been conveyed, upon the lapse of 54 months after the first conveyance of legal or equitable title to a nondeveloper Co-owner of a Unit in the Project, the nondeveloper Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in ¶ 11.2.3.1. Application of this paragraph does not require a change in the size of the Board of Directors.

11.2.3.3. If the calculation of the percentage of members of the board of Directors that the nondeveloper Co-owners have the right to elect under Sub-¶ 11.2.3.2, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the nondeveloper Co-owners under Sub-¶ 11.2.3.2 results in a right of nondeveloper Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the nondeveloper Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this Sub-¶ shall not eliminate the right of the Developer to designate 1 member as provided in Sub-¶ 11.2.3.1.

11.2.3.1. At the First Annual Meeting 1 Director shall be elected for a term of 2 years and 2 Directors shall be elected for a term of 1 year. At such meeting all nominees shall stand for election as 1 slate and the person receiving the highest number of votes shall be elected for a term of 2 years and 2 persons receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter either 1 or 2 Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for 2 of the Directors elected at the First Annual Meeting) of each Director shall be 2 years. The Directors shall hold office until their successors have been elected and hold their first meeting.

11.2.3.2. Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article 9, Section 9.3 hereof.

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§ 11.3. POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

§ 11.4. OTHER DUTIES. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

¶ 11.4.1. To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

¶ 11.4.2. To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

¶ 11.4.3. To carry insurance and collect and allocate the proceeds thereof.

¶ 11.4.4. To rebuild improvements after casualty.

¶ 11.4.5. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

¶ 11.4.6. To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

¶ 11.4.7. To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association in number and in value.

¶ 11.4.8. To make rules and regulations in accordance with Article 6, Section 6.9 of these Bylaws.

¶ 11.4.9. To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

¶ 11.4.10. To enforce the provisions of the Condominium Documents.

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§ 11.5. MANAGEMENT AGENT. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 11.3 and 11.4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 day's written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

§ 11.6. VACANCIES. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director who it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among nondeveloper Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by nondeveloper Co-owners and shall be filled in the manner specified in ¶ 11.2.2 of this Article.

§ 11.7. REMOVAL. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number and in value of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirements for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article 8, Section 8.4. Any Director whose removal has been proposed by the Co-owners shall be given written notice of all grounds upon which a proposed removal "for cause" is based at least 14 days prior to the meeting and an opportunity to be heard on each of those grounds at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the nondeveloper Co-owners to serve before the First Annual meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

§ 11.8. FIRST MEETING. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting. providing a majority of the whole Board shall be present.

§ 11.9. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the

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Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least 10 days prior to the date named for such meeting.

§ 11.10. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of 2 Directors.

§ 11.11. WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

§ 11.12. QUORUM. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for purposes of determining a quorum.

§ 11.13. FIRST BOARD OF DIRECTORS. The actions of the First Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

§ 11.1. FIDELITY BONDS. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Article 12. OFFICERS.

§ 12.1. OFFICERS. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

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¶ 12.1.1. PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

¶ 12.1.2. VICE PRESIDENT. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

¶ 12.1.3. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general perform all duties incident to the office of Secretary.

¶ 12.1.4. TREASURER. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

§ 12.2. ELECTION. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

§ 12.3. REMOVAL. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

§ 12.4. DUTIES. The officers shall have such other duties, powers and responsibilities as shall, from time to time be authorized by the Board of Directors.

Article 13. SEAL. The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

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Article 14. FINANCE.

§ 14.1. RECORDS. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

§ 14.2. FISCAL YEAR. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

§ 14.3. BANK. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation and may also be invested in interest bearing obligations of the United States Government.

Article 15. INDEMNIFICATION OF OFFICERS AND DIRECTORS. Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the

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Association in such amounts as it shall deem appropriate. The premiums for that insurance coverage shall be expenses of administration.

Article 16. AMENDMENTS.

§ 16.1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more in number of the Co-owners by instrument in writing signed by them.

§ 16.2. Meeting. A meeting for consideration of a proposed amendment shall be duly called in accordance with the provisions of these Bylaws.

§ 16.3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for that purpose by an affirmative vote of not less than two-thirds of all Co-owners in number and in value. No consent of mortgagees shall be required to amend these Bylaws unless the amendment would materially alter or change the rights of mortgagees, in which event the approval of two thirds of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held. Mortgage consent, if required, shall be obtained in the same manner and subject to the same conditions as set forth in the Master Deed for obtaining mortgagee consent to amendment of the Master Deed.

§ 16.4. By Developer. Prior to the end of the Development Period, these Bylaws may be amended by the Developer without approval from any other person as long the amendment does not materially diminish the right of a Co-owner or mortgagee. The Developer may amend the Master Deed, Bylaws and Condominium Subdivision Plan in any manner and at any time without the consent of the Association, any Co-owner, any mortgagee or any other person if the amendment is required by any governmental agency having jurisdiction over any aspect of the Project, including but not limited to amendments required by a road commission, drain commissioner or other agency for the purpose of or in connection with the dedication of general common elements to the public.

§ 16.5. During Construction and Sales Period. During the Construction and Sales Period, neither the Master Deed, the Bylaws nor the Subdivision Plan for the Project shall be amended without the written consent of the Developer.

§ 16.6. When Effective. Any amendment to these Bylaws shall become effective upon recording of the amendment in the office of the Wayne County Register of Deeds.

§ 16.7. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption. Amendments to these Bylaws adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project regardless of whether they actually receive a copy of the amendment.

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Article 17. COMPLIANCE. The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act the Act shall govern.

Article 18. DEFINITIONS. All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

Article 19. REMEDIES FOR DEFAULT. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

§ 19.1. LEGAL ACTION. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

§ 19.2. RECOVERY OF COSTS. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.

§ 19.3. REMOVAL AND ABATEMENT. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

§ 19.4. ASSESSMENTS OF FINES. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article 9, Section 9.5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article 9, Section 9.5, and an opportunity for such Co-owner to appear before the Board no less than 7 days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article 2 of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed

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$50.00 for the second violation, $100.00 for the third violation or $150.00 for any subsequent violation. For purposes of assessment of and determination of the amount of fines, after the Association gives a Co-owner written notice of a violation and of its intent to assess fines under this Section, each day thereafter that a violation continues shall be deemed a separate violation.

§ 19.5. NONWAIVER OF RIGHT. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

§ 19.6. CUMULATIVE RIGHTS, REMEDIES AND PRIVILEGES. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

§ 19.7. ENFORCEMENT OF PROVISIONS OF CONDOMINIUM DOCUMENTS. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

Article 20. JUDICIAL ACTIONS AND CLAIMS. Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements. As provided in the Articles of Incorporation of the Association and these Bylaws, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of sixty-six and two-thirds percent (66 2/3%) of all Co-owners and shall be governed by the requirements of this Article 20. The requirements of this Article 20 will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner and the Developer shall have standing to sue to enforce the requirements of this Article 20. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

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§ 20.1. Board Recommendation to Co-owners. The Board shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

§ 20.2. Litigation Evaluation Meeting. Before an attorney is engaged to file a civil action on behalf of the Association, the Board shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

¶ 20.2.1. A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that: (a) it is in the best interests of the Association to file a lawsuit, (b) at least one member of the Board has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success, (c) litigation is the only prudent, feasible and reasonable alternative, and (d) the Board's proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative; and

¶ 20.2.2. A written summary of the relevant experience of the attorney ("litigation attorney") the Board recommends be retained to represent the Association in the proposed civil action, including the following information: (a) the number of years the litigation attorney has practiced law; (b) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed; (c) the litigation attorney's written estimate of the amount of the Association's likely recovery in the lawsuit, net of legal fees, court costs, expert witness fees and all other anticipated litigation expenses; (d) the litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action; (e) the litigation attorney's proposed written fee agreement; (f) the amount to be specially assessed against each Unit to fund the estimated cost of the civil action both in total and on a periodic per Unit basis, as required by Section 20.6; and (g) the litigation attorney's legal theories for recovery of the Association.

§ 20.3. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements, the Board shall obtain written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of

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the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy.. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with written notice of the litigation evaluation meeting.

§ 20.4. Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee arrangement that provides for compensation to the attorney through a combination of hourly compensation and the payment of a contingent fee unless the existence of the agreement is fully disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the litigation evaluation meeting.

§ 20.5. Co-owner Vote Required. At the litigation evaluation meeting, the Co-Owners shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) and the retention of the litigation attorney shall require the approval of sixty-six and two-thirds percent (66 2/3%) of all Co-owners. In the event the litigation attorney is not approved, the entire litigation attorney evaluation and approval process set forth in Section 21.2 hereinabove and in this Section 21.5 shall be conducted prior to the retention of another attorney for this purpose. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

§ 20.6. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Sections 20.1 through 20.10 of this Article 20 shall be paid by special assessment of the Co-owners ("litigation special assessment"). Notwithstanding anything to the contrary herein, the litigation special assessment shall be approved at the litigation evaluation meeting by sixty-six and two-thirds percent (66 2/3%) of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a periodic basis. The total amount of the litigation special assessment shall be collected periodic over a period not to exceed twenty-four (24) months.

§ 20.7. Attorney's Written Report. During the course of any civil action authorized by the Co-owners pursuant to this Article 20, the retained attorney shall submit a written report ("attorney's written report") to the Board every thirty (30) days setting forth:

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¶ 20.7.1. The attorney's fees, the fees of any experts retained by the attorney or the Association, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period");

¶ 20.7.2. All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period;

¶ 20.7.3. A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions;

¶ 20.7.4. The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action; and,

¶ 20.7.5. Whether the originally estimated total cost of the civil action remains accurate.

§ 20.8. Monthly Board Meetings. The Board shall meet monthly during the course of any civil action to discuss and review:

¶ 20.8.1. the status of the litigation;

¶ 20.8.2. the status of settlement efforts, if any; and

¶ 20.8.3. the attorney's written report.

§ 20.9. Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board shall call a special meeting of the Co-owners to review the status of the litigation and allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

§ 20.10. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

Article 21. RIGHTS RESERVED TO DEVELOPER. Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer

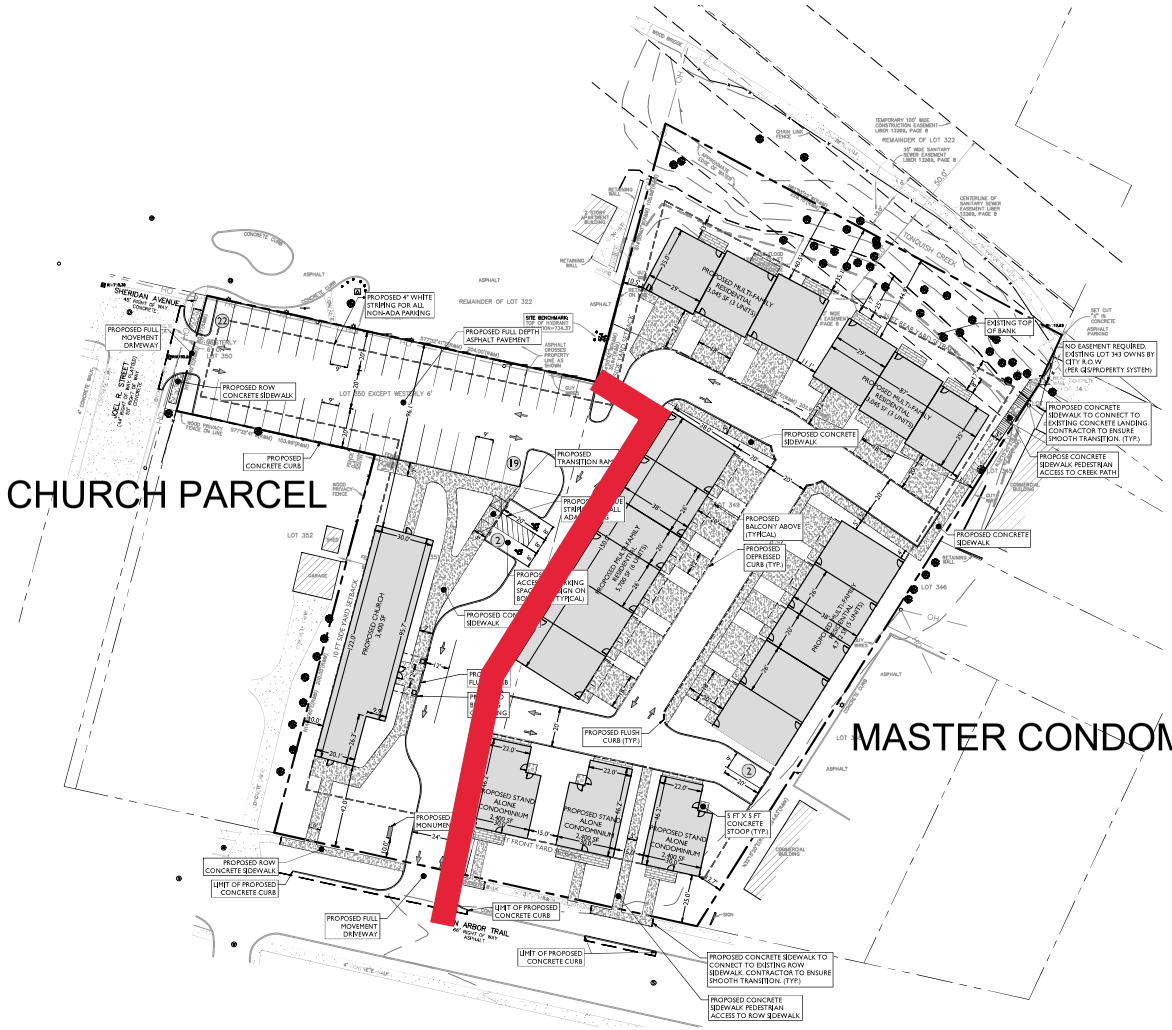
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shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successor shall automatically devolve to the Association, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period as defined in the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents, which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

Article 22. SEVERABILITY. In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such Condominium Documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

DRAFT 4-15-24

EXHIBIT B



LAND USE AND ZONING		
PARCEL ID: 49009030222309		
EXISTING ZONE: MULTIPLE FAMILY RESIDENTIAL DISTRICT (RM-2)		
PROPOSED ZONE: PLANNED UNIT DELOPMENT (PUD)		
PROPOSED USE		
CHURCH	SPECIAL LAND USE	
RESIDENTIAL TOWNHOMES	PERMITTED USE	
ZONING REQUIREMENT	REQUIRED	PROPOSED(PUD)
MINIMUM LOT AREA	N/A	97,818 SF (2.25 AC)
MAXIMUM CHURCH SIDE YARD SETBACK	N/A	10.0 FT
MAXIMUM FRONT YARD SETBACK	N/A	25.0 FT
MAXIMUM BUILDING SEPARATION	N/A	11.1 FT
MAXIMUM OPEN SPACE	N/A	29.7% (29,117 SF)

OFF-STREET PARKING REQUIREMENTS		
CODE SECTION	REQUIRED	PROPOSED
§ 78-272.2.A	**CHURCH:** 1 SPACE PER 3 SEATS OR 4 FT OF PEWS (63 SEATS)/(1 SPACE / 2 SEATS) = 32 SPACES **MULTI-FAMILY:** 2 BEDROOM: 2.5 SPACES PER DWELLING (20 UNITS)(2.5 SPACES / UNIT) = 50 SPACES **TOTAL: 32 + 50 = 82 SPACES**	113 SPACES
§ 78-272.3	**90° PARKING REQUIREMENT:** 9 FT X 20 FT W/ 20 FT AISLES	9 FT X 20 FT W/ 20 FT AISLES

SYMBOL	DESCRIPTION
	PROPERTY LINE
	SETBACK LINE
	SAWCUT LINE
	PROPOSED CURB
	PROPOSED FLUSH CURB
	PROPOSED SIGNS / BOLLARDS
	PROPOSED BUILDING
	PROPOSED CONCRETE
	PROPOSED AREA LIGHT
	PROPOSED RETAINING WALL
	PROPOSED BUILDING DOORS

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY AND FAMILIARIZE THEMSELVES WITH THE EXISTING SITE CONDITIONS AND THE PROPOSED SCOPE OF WORK (INCLUDING DIMENSIONS, LAYOUT, ETC.) PRIOR TO INITIATING THE IMPROVEMENTS IDENTIFIED WITHIN THESE DOCUMENTS. SHOULD ANY DISCREPANCY BE FOUND BETWEEN THE EXISTING SITE CONDITIONS AND THE PROPOSED WORK THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. PRIOR TO THE START OF CONSTRUCTION.
2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND ENSURE THAT ALL REQUIRED APPROVALS HAVE BEEN OBTAINED PRIOR TO THE START OF CONSTRUCTION. COPIES OF ALL REQUIRED PERMITS AND APPROVALS SHALL BE KEPT ON SITE AT ALL TIMES DURING CONSTRUCTION.
3. ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS STONEFIELD ENGINEERING & DESIGN, LLC. AND IT'S SUB-CONSULTANTS FROM AND AGAINST ANY DAMAGES AND LIABILITIES INCLUDING ATTORNEY'S FEES ARISING OUT OF CLAIMS BY EMPLOYEES OF THE CONTRACTOR IN ADDITION TO CLAIMS CONNECTED TO THE PROJECT AS A RESULT OF NOT CARRYING THE PROPER INSURANCE FOR WORKERS COMPENSATION, LIABILITY INSURANCE AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE.
4. THE CONTRACTOR SHALL NOT DEVIATE FROM THE PROPOSED IMPROVEMENTS IDENTIFIED WITHIN THIS PLAN SET UNLESS APPROVAL IS PROVIDED IN WRITING BY STONEFIELD ENGINEERING & DESIGN, LLC.
5. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE MEANS AND METHODS OF CONSTRUCTION.
6. THE CONTRACTOR SHALL NOT PERFORM ANY WORK OR CAUSE DISTURBANCE ON A PRIVATE PROPERTY NOT CONTROLLED BY THE PERSON OR ENTITY WHO HAS AUTHORIZED THE WORK, WITHOUT PRIOR WRITTEN CONSENT FROM THE OWNER OF THE PRIVATE PROPERTY.
7. THE CONTRACTOR IS RESPONSIBLE TO RESTORE ANY DAMAGED OR UNDERMINED STRUCTURE OR SITE FEATURE THAT IS IDENTIFIED TO REMAIN ON THE PLAN SET. ALL REPAIRS SHALL USE NEW MATERIALS TO RESTORE THE FEATURE TO ITS EXISTING CONDITION AT THE CONTRACTORS EXPENSE.
8. CONTRACTOR IS RESPONSIBLE TO PROVIDE THE APPROPRIATE SHOP DRAWINGS, PRODUCT DATA, AND OTHER REQUIRED SUBMITTALS FOR REVIEW. STONEFIELD ENGINEERING & DESIGN, LLC. WILL REVIEW THE SUBMITTALS IN ACCORDANCE WITH THE DESIGN INTENT AS REFLECTED WITHIN THE PLAN SET.
9. THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
10. THE CONTRACTOR IS REQUIRED TO PERFORM ALL WORK IN THE PUBLIC RIGHT-OF-WAY IN ACCORDANCE WITH THE APPROPRIATE GOVERNING AUTHORITY AND SHALL BE RESPONSIBLE FOR THE PROCUREMENT OF STREET OPENING PERMITS.
11. THE CONTRACTOR IS REQUIRED TO RETAIN AN OSHA CERTIFIED SAFETY INSPECTOR TO BE PRESENT ON SITE AT ALL TIMES DURING CONSTRUCTION & DEMOLITION ACTIVITIES.
12. SHOULD AN EMPLOYEE OF STONEFIELD ENGINEERING & DESIGN, LLC. BE PRESENT ON SITE AT ANY TIME DURING CONSTRUCTION, IT DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES AND REQUIREMENTS LISTED IN THE NOTES WITHIN THIS PLAN SET.

30' 0' 30' 60'
GRAPHIC SCALE IN FEET
1" = 30'

ISSUE	DATE	BY	DESCRIPTION
1	06/17/2024	JRC	SUBMISSION FOR PRELIMINARY PUD APPROVAL

NOT APPROVED FOR CONSTRUCTION

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Princeton, NJ · Tampa, FL · Rutherford, NJ
www.stonefieldeng.com
607 Shelby Suite 200, Detroit, MI 48226
Phone: 248.247.1115

SITE DEVELOPMENT PLANS

BROOKSIDE VILLAGE

PROPOSED PLANNED UNIT DEVELOPMENT

PARCEL ID: 49009030222309
N. ARBOR TRAIL
CITY OF PLYMOUTH
WAYNE COUNTY, MICHIGAN

STATE OF MICHIGAN
CHRISTOPHER COOMEY
ENGINEER
6201054408
PROFESSIONAL ENGINEER
LICENSED PROFESSIONAL ENGINEER

STONEFIELD engineering & design

SCALE: 1" = 30' | PROJECT ID: DET-220084

TITLE: SITE PLAN

DRAWING: C-3

Brookside Village Condominium Association of Plymouth DRAFT		
Income		
	Association Monthly Dues	$ -
	Additonal Assesments	$ -
	Other Income	$ -
Expenses		
	Accounting	$ -
	Admin	$ -
	Animal Control	$ -
	Ashphalt	$ -
	Holiday Decorations	$ -
	Insurance	$ -
	Lawn and Grounds	$ -
	Legal	$ -
	Painting	$ -
	Parking Rent	$ -
	Reserve Contribution	$ -
	Snow Removal	$ -
	Trash Service	$ -
	Tree Service	$ -
	Utlities	$ -
	Water/Sewer	$ -
	Window Cleaning	$ -
	Operating Expense Total	
	NOI	

SITE DEVELOPMENT PLANS

FOR

BROOKSIDE VILLAGE

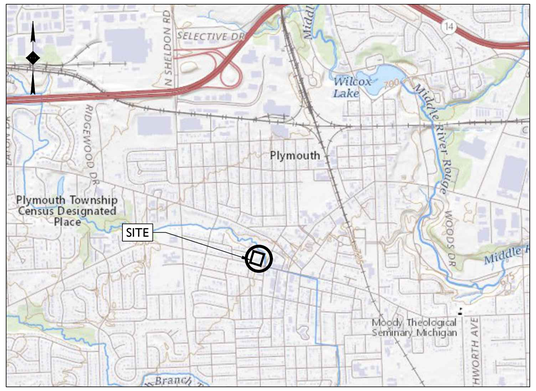
PLYMOUTH MICHIGAN

PROPOSED PLANNED UNIT DEVELOPMENT

PID: 49009030322309

1100 WEST ANN ARBOR TRAIL

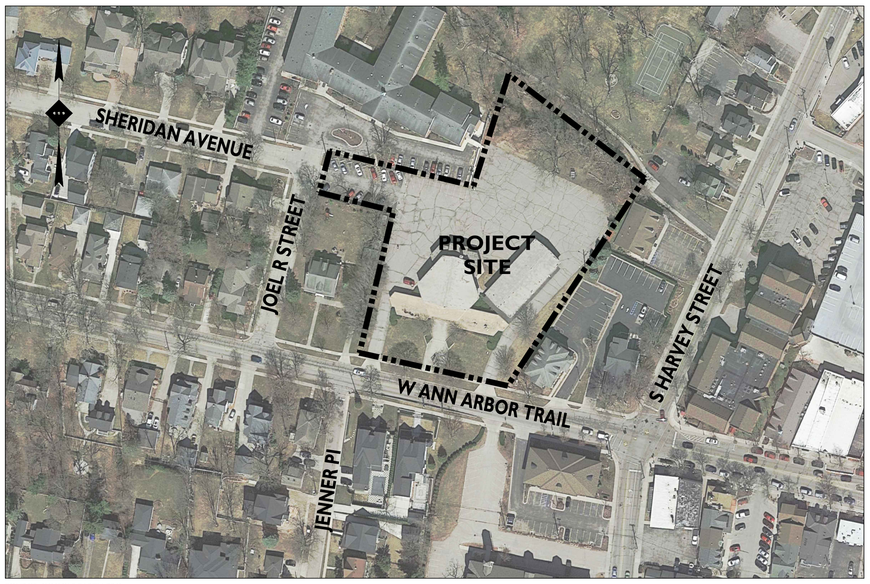
CITY OF PLYMOUTH ,WAYNE COUNTY, MICHIGAN



SOURCE: USGS NATIONAL MAPPER

LOCATION / KEY MAP

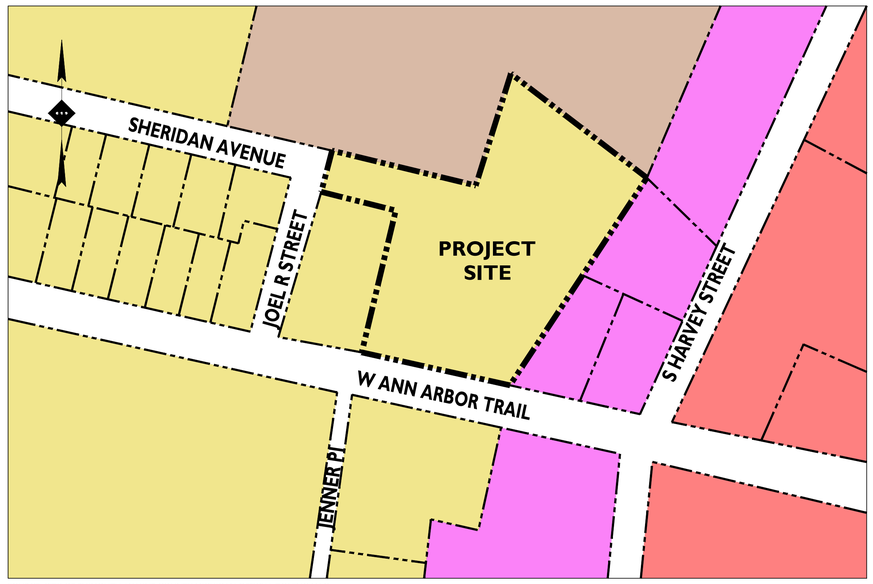
SCALE: 1" = 2,000'±



SOURCE: GOOGLE EARTH PRO

AERIAL MAP

SCALE: 1" = 100'±



SOURCE: CITY OF PLYMOUTH, WAYNE COUNTY MICHIGAN OFFICIAL ZONING MAO

- B-2: CENTRAL BUSINESS DISTRICT
- M-2: MULTIPLE-FAMILY RESIDENTIAL DISTRICT
- O-1: OFFICE DISTRICT
- R-1 SINGLE FAMILY RESIDENTIAL DISTRICT

ZONING MAP

SCALE: 1" = 100'±

PLAN REFERENCE MATERIALS:

1. THIS PLAN SET REFERENCES THE FOLLOWING DOCUMENTS INCLUDING, BUT NOT LIMITED TO:
   - ALTA/NSPS LAND TITLE SURVEY PREPARED BY KEM-TEC DATED 06/22/2022
   - ARCHITECTURAL PLANS PREPARED BY SVA ARCHITECTS & LINDHOUT ASSOCIATES ARCHITECTS DATED 07/11/2023
   - AERIAL MAP OBTAINED FROM GOOGLE EARTH PRO 07/10/2023
   - LOCATION MAP OBTAINED FROM USGS ONLINE MAPS 07/10/2023
2. ALL REFERENCE MATERIAL LISTED ABOVE SHALL BE CONSIDERED A PART OF THIS PLAN SET AND ALL INFORMATION CONTAINED WITHIN THESE MATERIALS SHALL BE UTILIZED IN CONJUNCTION WITH THIS PLAN SET. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN A COPY OF EACH REFERENCE AND REVIEW IT THOROUGHLY PRIOR TO THE START OF CONSTRUCTION.

811

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PLANS PREPARED BY:

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555 S Old Woodward Ave, Suite 12L, Birmingham, MI 48009
Phone 248.247.1115

ARCHITECTURAL SHEET INDEX (CHURCH)

DRAWING TITLE	SHEET #
ARCHITECTURAL FLOOR PLAN	CH101
EXTERIOR ELEVATIONS	CH301
EXTERIOR ELEVATIONS	CH302

ARCHITECTURAL SHEET INDEX (RESIDENTIAL)

DRAWING TITLE	SHEET #
PLAN/SECTION/ELEVATION STUDIES	A-1
ELEVATIONS & COMMON AREA ELEMENTS	A-2
RENDERINGS	A-3
RENDERINGS	A-4
STREETSIDE CONDO HOMES - DESIGN CRITERIA	

ADDITIONAL SHEETS

DRAWING TITLE	SHEET #
ALTA / NSPS LAND TITLE SURVEY	C-1

SHEET INDEX

DRAWING TITLE	SHEET #
COVER SHEET	C-1
DEMOLITION PLAN	C-2
SITE PLAN	C-3
GRADING PLAN	C-4
STORMWATER MANAGEMENT PLAN	C-5
UTILITY PLAN	C-6
LIGHTING PLAN	C-7
LANDSCAPING PLAN	C-8
LANDSCAPING NOTES & DETAILS	C-9
CONSTRUCTION DETAILS	C-10 TO C-11

APPLICANT/ OWNER

LL REAL ESTATE, LLC
5000 E GRAND RIVER AVENUE
HOWELL, MI 48843
313-282-6432
HAMGROUP2@GMAIL.COM

ARCHITECTS

STUCKY VITALE ARCHITECTS
27172 WOODWARD AVENUE
ROYAL OAK, MI 48067
248-546-6700

LINDHOUT ASSOCIATES ARCHITECTS
10465 CITATION DRIVE
BRIGHTON, MI 48116
810-227-5668

ISSUE	DATE	BY	DESCRIPTION
2	01/22/2025	JRC	RESUBMISSION FOR PRELIMINARY PUD APPROVAL
1	04/15/2024	JRC	SUBMISSION FOR PRELIMINARY PUD APPROVAL

NOT APPROVED FOR CONSTRUCTION

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SITE DEVELOPMENT PLANS

BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN

PROPOSED PLANNED UNIT DEVELOPMENT

PARCEL ID: 49009030322309
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH
WAYNE COUNTY, MICHIGAN

JONATHAN FRED COOKSEY ENGINEER — STATE OF MICHIGAN — LICENSED PROFESSIONAL ENGINEER — LICENSE NO. 6201069428

STONEFIELD engineering & design

SCALE: AS SHOWN | PROJECT ID: DET-220084

TITLE: COVER SHEET

DRAWING: C-1

V:\DET\2022\DET-220084 LL REAL ESTATE, LLC\1100 W ANN ARBOR TRAIL, PLYMOUTH, MI\CAD\PLOT\DP-01-COVER.DWG

Know what's **below**
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ALL SITE FEATURES WITHIN THE PROPERTY LINE ON THIS PLAN ARE TO BE REMOVED / DEMOLISHED UNLESS OTHERWISE NOTED. ALL FEATURES WITHIN THE RIGHT-OF-WAY ARE TO REMAIN AND BE PROTECTED THROUGHOUT CONSTRUCTION UNLESS OTHERWISE NOTED.THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. IF SIGNIFICANT DISCREPANCIES ARE DISCERNED BETWEEN THIS PLAN AND FIELD CONDITIONS

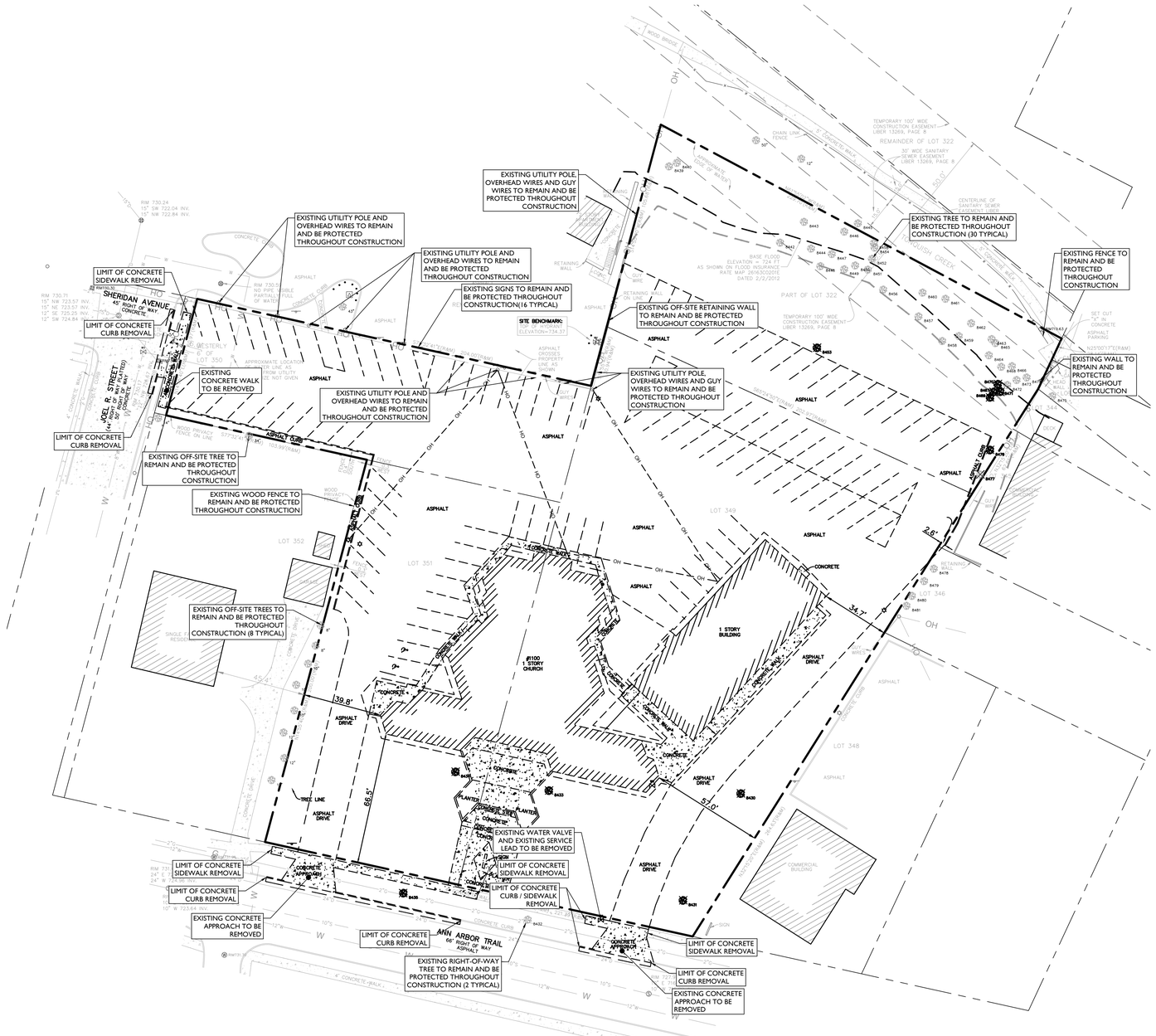
TREE REMOVAL AND MITIGATION REQUIREMENTS

CODE SECTION	REQUIRED	PROPOSED
§ 34-18(1)	HERITAGE TREE REPLACEMENT REQUIREMENTS HERITAGE TREES SHALL BE REPLACED AT A SLIDING SCALE RATE SET BY THE CITY COMMISSION (2) TWO HERITAGE TREES PROPOSED TO BE REMOVED	 2 TREES PROPOSED
§ 34-19(1)	FRONT YARD REPLACEMENT REQUIREMENTS TREES > 6" BUT LESS THAN HERITAGE TREE TREES SHALL BE REPLACED AT A SLIDING SCALE RATE SET BY THE CITY COMMISSION (2) TWO NON HERITAGE TREES PROPOSED TO BE REMOVED IN THE FRONT YARD	 2 TREES PROPOSED

DEMOLITION NOTES

1. THE WORK REFLECTED ON THE DEMOLITION PLAN IS TO PROVIDE GENERAL INFORMATION TOWARDS THE EXISTING ITEMS TO BE DEMOLISHED AND/OR REMOVED. THE CONTRACTOR IS RESPONSIBLE TO REVIEW THE ENTIRE PLAN SET AND ASSOCIATED REPORTS/REFERENCE DOCUMENTS INCLUDING ALL DEMOLITION ACTIVITIES AND INCIDENTAL TASKS NECESSARY TO COMPLETE THE SITE IMPROVEMENTS.
2. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE MEANS AND METHODS OF DEMOLITION ACTIVITIES.
3. EXPLOSIVES SHALL NOT BE USED UNLESS WRITTEN CONSENT FROM BOTH THE OWNER AND ANY APPLICABLE GOVERNING AGENCY IS OBTAINED. BEFORE THE START OF ANY EXPLOSIVE PROGRAM, THE CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL LOCAL, STATE, AND FEDERAL PERMITS. ADDITIONALLY, THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL SEISMIC TESTING AS REQUIRED AND ANY DAMAGES AS THE RESULT OF SAID DEMOLITION PRACTICES.
4. ALL DEMOLITION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL CODES. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING ALL UTILITIES ARE DISCONNECTED IN ACCORDANCE WITH THE UTILITY AUTHORITY'S REQUIREMENTS PRIOR TO STARTING THE DEMOLITION OF ANY STRUCTURE. ALL EXCAVATIONS ASSOCIATED WITH DEMOLISHED STRUCTURES OR REMOVED TANKS SHALL BE BACKFILLED WITH SUITABLE MATERIAL AND COMPACTED TO SUPPORT SITE AND BUILDING IMPROVEMENTS. A GEOTECHNICAL ENGINEER SHOULD BE PRESENT DURING BACKFILLING ACTIVITIES TO OBSERVE AND CERTIFY THAT BACKFILL MATERIAL WAS COMPACTED TO A SUITABLE CONDITION.
5. DEMOLISHED DEBRIS SHALL NOT BE BURIED ON SITE. ALL WASTE/DEBRIS GENERATED FROM DEMOLITION ACTIVITIES SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN ALL RECORDS OF THE DISPOSAL TO DEMONSTRATE COMPLIANCE WITH THE ABOVE REGULATIONS.

SYMBOL	DESCRIPTION
	PROPERTY LINE
	FEATURE TO BE REMOVED / DEMOLISHED
	EXISTING TREE TO BE REMOVED
	EXISTING TREE TO REMAIN



TREE REMOVAL SCHEDULE

TREE #	D.B.H.	CANOPY RADIUS	BOTANICAL NAME	COMMON NAME	CONDITION	COMMENTS	"(N) NOT REGULATED (c = condition)"	HERITAGE (H)	RECOMMENDATION
8430	21	21'	*Acer saccharum*	Sugar Maple	good			H	TO BE REMOVED
8431	18	18'	*Acer saccharum*	Sugar Maple	poor	- Extensive rot & dead branches	N (c)		TO BE REMOVED
8432	21	21'	*Acer platanoides*	Norway Maple	fair	- Girdling root(s)		H	
8433	6 / 6 / 6 /...	10'	*Malus spp.*	Crabapple	fair	- Dead branch(es)			TO BE REMOVED
8434	10 / 8 / 6 /...	10'	*Malus spp.*	Crabapple	fair	- Rot in trunk			TO BE REMOVED
8435	22	22'	*Acer platanoides*	Norway Maple	fair	- Girdling root(s)		H	
8436	17	17'	*Acer platanoides*	Norway Maple	fair	- Scarred trunk			
8437	6	6'	*Acer negundo*	Boxelder	poor	- 75% or more dead	N (c)		
8438	6 / 3	6'	*Acer negundo*	Boxelder	fair	- Vine-choked			
8439	9	9'	*Acer platanoides*	Norway Maple	poor	- Substantial rot, missing leader, & substantial lean	N (c)		
8440	19	---	---	---	dead		N (c)		
8441	8	8'	*Acer platanoides*	Norway Maple	fair	- Bent/crooked/bowed leader			
8442	8	8'	*Acer negundo*	Boxelder	poor	- 75% or more dead	N (c)		
8443	6	6'	*Ailanthus altissima*	Tree-of-Heaven	poor	- Hollow/extensive rot	N (c)		
8444	14	---	---	---	dead		N (c)		
8445	14	14'	*Ulmus spp.*	Elm	poor	- Base of tree undermined by erosion	N (c)		
8446	9	9'	*Ailanthus altissima*	Tree-of-Heaven	poor	- Missing main leader, and large area of dead bark	N (c)		
8447	9	9'	*Acer negundo*	Boxelder	poor	- Lean > 45 degrees	N (c)		
8448	30	30'	*Juglans spp.*	Walnut	fair	- Rot in trunk		H	
8449	7	7'	*Acer negundo*	Boxelder	poor	- Lean > 45 degrees	N (c)		
8450	6 / 4	6'	*Acer negundo*	Boxelder	poor	- Lean > 45 degrees	N (c)		
8451	21	21'	*Juglans spp.*	Walnut	poor	- 75% or more dead	N (c)		
8452	6	6'	*Acer negundo*	Boxelder	poor	- 50% or more dead	N (c)		
8453	43	43'	*Juglans spp.*	Walnut	fair	- Rot in trunk		H	TO BE REMOVED
8454	8	8'	*Acer negundo*	Boxelder	poor	- 50% or more dead	N (c)		
8455	6	6'	*Ulmus spp.*	Elm	fair	- Contorted crown			
8456	14	14'	*Acer negundo*	Boxelder	poor	- 50% or more dead	N (c)		
8457	7	7'	*Ulmus spp.*	Elm	fair	- Bent/crooked/bowed leader			
8458	10	10'	*Acer negundo*	Boxelder	poor	- Extensive rot & dead branches	N (c)		
8459	6	---	---	---	dead		N (c)		
8460	11	---	---	---	dead		N (c)		
8461	27	27'	*Populus deltoides*	Cottonwood	poor	- 50% or more dead	N (c)		
8462	29	29'	*Salix spp.*	Willow	poor	- 75% or more dead	N (c)		
8463	10	10'	*Acer platanoides*	Norway Maple	fair	- Dead branch(es)			
8464	9	---	---	---	dead		N (c)		
8465	26	26'	*Salix spp.*	Willow	poor	- 75% or more dead	N (c)		
8466	7	5'	*Ulmus spp.*	Elm	poor	- More than half of leader missing	N (c)		
8467	6	6'	*Acer platanoides*	Norway Maple	fair	- Bent/crooked/bowed leader			TO BE REMOVED
8468	6 / 5	6'	*Acer negundo*	Boxelder	poor	- 50% or more dead	N (c)		
8469	7 / 7	7'	*Acer negundo*	Boxelder	poor	- Lean > 45 degrees	N (c)		TO BE REMOVED
8470	8 / 4	8'	*Ulmus spp.*	Elm	fair	- More than half of leader missing			TO BE REMOVED
8471	6	6'	*Acer platanoides*	Norway Maple	poor	- More than half of leader missing	N (c)		TO BE REMOVED
8472	10	10'	*Acer negundo*	Boxelder	fair	- Contorted crown			
8473	7	---	---	---	dead		N (c)		
8474	6	2'	*Acer platanoides*	Norway Maple	poor	- More than half of leader missing	N (c)		
8475	7	2'	*Cercis canadensis*	Eastern Redbud	poor	- More than half of leader missing	N (c)		
8476	10 / 8	10'	*Acer platanoides*	Norway Maple	fair	- Utility-pruned			TO BE REMOVED
8477	7	7'	*Pseudotsuga menziesii*	Douglasfir	fair	- Utility-pruned			TO BE REMOVED
8478	9	9'	*Picea pungens*	Colorado Blue Spruce	good				
8479	10	10'	*Picea pungens*	Colorado Blue Spruce	good				

ISSUE	DATE	BY	DESCRIPTION
2	01/22/2025	JRC	RESUBMISSION FOR PRELIMINARY PUD APPROVAL
1	04/15/2024	JRC	SUBMISSION FOR PRELIMINARY PUD APPROVAL

NOT APPROVED FOR CONSTRUCTION

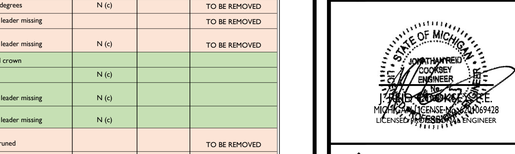
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Phone 248.247.1115

SITE DEVELOPMENT PLANS

BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN

PROPOSED PLANNED UNIT DEVELOPMENT

PARCEL ID: 490903032309
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH
WAYNE COUNTY, MICHIGAN



STONEFIELD engineering & design

SCALE: 1" = 30' | PROJECT ID: DET-220084

TITLE:

DEMOLITION PLAN

DRAWING:

C-2

V:\DET\2022\DET-220084\LL REAL ESTATE, LLC (1001 ANN ARBOR TRAIL, PLYMOUTH, MI)\CAD\DWG\PLOTSET-01.DWG PDWG



LAND USE AND ZONING		
PARCEL ID: 49009030322309		
EXISTING ZONE:MULTIPLE FAMILY RESIDENTIAL DISTRICT (RM-2)		
PROPOSED ZONE: PLANNED UNIT DELOPMENT (PUD)		
PROPOSED USE		
CHURCH	SPECIAL LAND USE	
RESIDENTIAL TOWNHOMES	PERMITTED USE	
ZONING REQUIREMENT	**REQUIRED**	**PROPOSED(PUD)**
MINIMUM LOT AREA	N/A	97,818 SF (2.25 AC)
MAXIMUM CHURCH SIDE YARD SETBACK	N/A	10.0 FT
MAXIMUM FRONT YARD SETBACK	N/A	25.0 FT
MAXIMUM BUILDING SEPARATION	N/A	11.1 FT
MAXIMUM OPEN SPACE	N/A	29.7% (29,117 SF)

OFF-STREET PARKING REQUIREMENTS		
CODE SECTION	**REQUIRED**	**PROPOSED**
§ 78-271.2.A	**CHURCH:** 1 SPACE PER 2 SEATS OR 4 FT OF PEWS (63 SEATS)/(1 SPACE / 2 SEATS) = 32 SPACES **MULTI-FAMILY:** 2 BEDROOM: 2.5 SPACES PER DWELLING (20 UNITS)(2.5 SPACES / UNIT) = 50 SPACES **TOTAL: 32 + 50 = 82 SPACES**	113 SPACES
§ 78-272.2	**90° PARKING REQUIREMENT:** 9 FT X 20 FT W/ 20 FT AISLES	9 FT X 20 FT W/ 20 FT AISLES

SYMBOL / **DESCRIPTION**

- PROPERTY LINE
- SETBACK LINE
- SAWCUT LINE
- PROPOSED CURB
- PROPOSED FLUSH CURB
- PROPOSED SIGNS / BOLLARDS
- PROPOSED BUILDING
- PROPOSED CONCRETE
- PROPOSED AREA LIGHT
- PROPOSED RETAINING WALL
- PROPOSED BUILDING DOORS

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY AND FAMILIARIZE THEMSELVES WITH THE EXISTING SITE CONDITIONS AND THE PROPOSED SCOPE OF WORK (INCLUDING DIMENSIONS, LAYOUT, ETC.) PRIOR TO INITIATING THE IMPROVEMENTS IDENTIFIED WITHIN THESE DOCUMENTS. SHOULD ANY DISCREPANCY BE FOUND BETWEEN THE EXISTING SITE CONDITIONS AND THE PROPOSED WORK THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. PRIOR TO THE START OF CONSTRUCTION.
2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND ENSURE THAT ALL REQUIRED APPROVALS HAVE BEEN OBTAINED PRIOR TO THE START OF CONSTRUCTION. COPIES OF ALL REQUIRED PERMITS AND APPROVALS SHALL BE KEPT ON SITE AT ALL TIMES DURING CONSTRUCTION.
3. ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS STONEFIELD ENGINEERING & DESIGN, LLC. AND IT'S SUB-CONSULTANTS FROM AND AGAINST ANY DAMAGES AND LIABILITIES INCLUDING ATTORNEY'S FEES ARISING OUT OF CLAIMS BY EMPLOYEES OF THE CONTRACTOR IN ADDITION TO CLAIMS CONNECTED TO THE PROJECT AS A RESULT OF NOT CARRYING THE PROPER INSURANCE FOR WORKERS COMPENSATION, LIABILITY INSURANCE, AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE.
4. THE CONTRACTOR SHALL NOT DEVIATE FROM THE PROPOSED IMPROVEMENTS IDENTIFIED WITHIN THIS PLAN SET UNLESS APPROVAL IS PROVIDED IN WRITING BY STONEFIELD ENGINEERING & DESIGN, LLC.
5. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE MEANS AND METHODS OF CONSTRUCTION.
6. THE CONTRACTOR SHALL NOT PERFORM ANY WORK OR CAUSE DISTURBANCE ON A PRIVATE PROPERTY NOT CONTROLLED BY THE PERSON OR ENTITY WHO HAS AUTHORIZED THE WORK WITHOUT PRIOR WRITTEN CONSENT FROM THE OWNER OF THE PRIVATE PROPERTY.
7. THE CONTRACTOR IS RESPONSIBLE TO RESTORE ANY DAMAGED OR UNDERMINED STRUCTURE OR SITE FEATURE THAT IS IDENTIFIED TO REMAIN ON THE PLAN SET. ALL REPAIRS SHALL USE NEW MATERIALS TO RESTORE THE FEATURE TO ITS EXISTING CONDITION AT THE CONTRACTORS EXPENSE.
8. CONTRACTOR IS RESPONSIBLE TO PROVIDE THE APPROPRIATE SHOP DRAWINGS, PRODUCT DATA, AND OTHER REQUIRED SUBMITTALS FOR REVIEW. STONEFIELD ENGINEERING & DESIGN, LLC. WILL REVIEW THE SUBMITTALS IN ACCORDANCE WITH THE DESIGN INTENT AS REFLECTED WITHIN THE PLAN SET.
9. THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
10. THE CONTRACTOR IS REQUIRED TO PERFORM ALL WORK IN THE PUBLIC RIGHT-OF-WAY IN ACCORDANCE WITH THE APPROPRIATE GOVERNING AUTHORITY AND SHALL BE RESPONSIBLE FOR THE PROCUREMENT OF STREET OPENING PERMITS.
11. THE CONTRACTOR IS REQUIRED TO RETAIN AN OSHA CERTIFIED SAFETY INSPECTOR TO BE PRESENT ON SITE AT ALL TIMES DURING CONSTRUCTION & DEMOLITION ACTIVITIES.
12. SHOULD AN EMPLOYEE OF STONEFIELD ENGINEERING & DESIGN, LLC. BE PRESENT ON SITE AT ANY TIME DURING CONSTRUCTION, IT DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES AND REQUIREMENTS LISTED IN THE NOTES WITHIN THIS PLAN SET.

30' 0' 30' 60'
GRAPHIC SCALE IN FEET
1" = 30'

ISSUE	DATE	BY	DESCRIPTION
2	01/22/2025	JRC	RESUBMISSION FOR PRELIMINARY PUD APPROVAL
1	04/15/2024	JRC	SUBMISSION FOR PRELIMINARY PUD APPROVAL

NOT APPROVED FOR CONSTRUCTION

STONEFIELD engineering & design
Detroit, MI · New York, NY · Boston, MA
Princeton, NJ · Tampa, FL · Rutherford, NJ
www.stonefieldeng.com
555 S Old Woodward Ave, Suite 12L, Birmingham, MI 48009
Phone 248.247.1115

SITE DEVELOPMENT PLANS

BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN

PROPOSED PLANNED UNIT DEVELOPMENT

PARCEL ID: 49009030322309
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH
WAYNE COUNTY, MICHIGAN

STATE OF MICHIGAN
TIMOTHY J. MCGOOSEY
LICENSED PROFESSIONAL ENGINEER
No. 6201069428
MICHIGAN LICENSE NUMBER 6201069428
LICENSED PROFESSIONAL ENGINEER

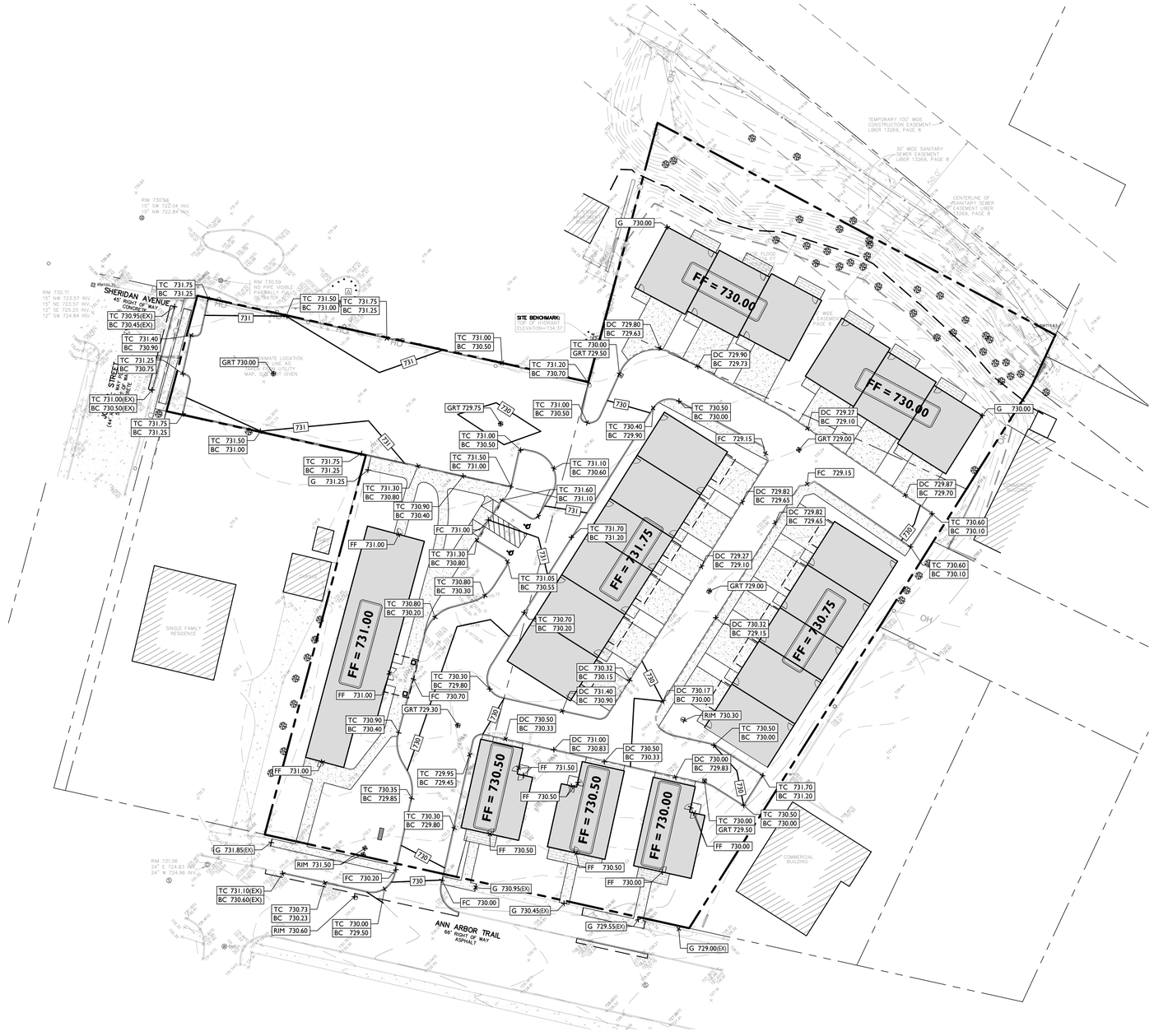
STONEFIELD engineering & design

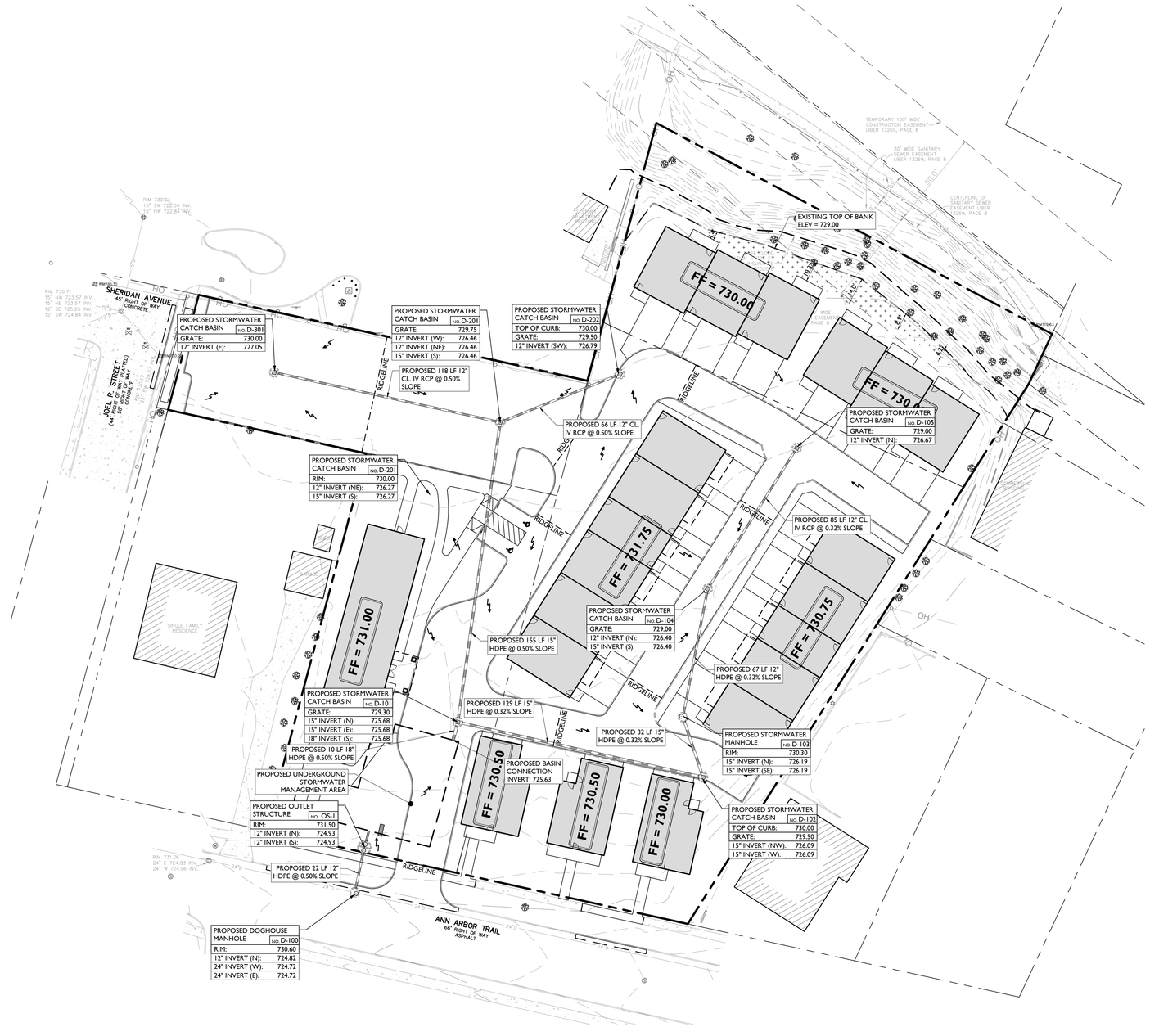
SCALE: 1" = 30' | PROJECT ID: DET-220084

TITLE: SITE PLAN

DRAWING: C-3

V:\DET\2022\DET-220084\ALL REAL ESTATE, LLC (100%)\1 ANN ARBOR TRAIL, PLYMOUTH, MI\CAD\DP\DET-DP-03 SITE.DWG


SHERIDAN AVENUE
45' RIGHT OF WAY
CONCRETE
STREET
45' RIGHT OF WAY
ASPHALT
ANN ARBOR TRAIL
66' RIGHT OF WAY
ASPHALT
SITE BENCHMARK:
TOP OF HYDRANT
ELEVATION=734.33
APPROXIMATE LOCATION
OF PROPERTY LINE AS
TAKEN FROM UTILITY
MAP, SURVEY NOT GIVEN
TEMPORARY 100' WIDE
CONSTRUCTION EASEMENT
LIBER 13269, PAGE 8
30' WIDE SANITARY
SEWER EASEMENT
LIBER 13269, PAGE 8
CENTERLINE OF
SANITARY SEWER
EASEMENT LIBER
13269, PAGE 8
SINGLE FAMILY
RESIDENCE
COMMERCIAL
BUILDING
FF = 731.00
FF = 731.75
FF = 730.00
FF = 730.50
FF = 730.50
FF = 730.00
FF = 730.75
RIM 730.71
15" NW 723.57 INV.
15" NE 723.57 INV.
12" SE 725.25 INV.
12" SW 724.84 INV.
RIM 730.59
NO PIPE VISIBLE
PROBABLY WATER
RIM 730.94
24" E 724.83 INV.
24" W 724.96 INV.
RIM 731.06
24" E 724.84 INV.
24" W 724.96 INV.
RIM 730.94
24" E 724.84 INV.
24" W 724.96 INV.
RIM 730.96
24" E 724.84 INV.
24" W 724.96 INV.
RIM 730.94



SYMBOL / DESCRIPTION

SYMBOL	DESCRIPTION
	PROPERTY LINE
100	PROPOSED GRADING CONTOUR
RIDGELINE	PROPOSED GRADING RIDGELINE
	PROPOSED STORMWATER STRUCTURES
	PROPOSED STORMWATER PIPING
	PROPOSED UNDERGROUND OUTLET STRUCTURE

DRAINAGE AND UTILITY NOTES

1. THE CONTRACTOR TO PERFORM A TEST PIT PRIOR TO CONSTRUCTION (RECOMMEND 30 DAYS PRIOR) AT LOCATIONS OF EXISTING UTILITY CROSSINGS FOR STORMWATER IMPROVEMENTS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. IN WRITING.
2. CONTRACTOR SHALL START CONSTRUCTION OF STORM LINES AT THE LOWEST INVERT AND WORK UP-GRADIENT.
3. THE CONTRACTOR IS REQUIRED TO CALL THE APPROPRIATE AUTHORITY FOR NOTICE OF CONSTRUCTION/EXCAVATION AND UTILITY MARK OUT PRIOR TO THE START OF CONSTRUCTION IN ACCORDANCE WITH STATE LAW. CONTRACTOR IS REQUIRED TO CONFIRM THE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES IN THE FIELD. SHOULD A DISCREPANCY EXIST BETWEEN THE FIELD LOCATION OF A UTILITY AND THE LOCATION SHOWN ON THE PLAN SET OR SURVEY, THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. IMMEDIATELY IN WRITING.
4. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN A RECORD OF THE AS-BUILT LOCATIONS OF ALL PROPOSED UNDERGROUND INFRASTRUCTURE. THE CONTRACTOR SHALL NOTE ANY DISCREPANCIES BETWEEN THE AS-BUILT LOCATIONS AND THE LOCATIONS DEPICTED WITHIN THE PLAN SET. THIS RECORD SHALL BE PROVIDED TO THE OWNER FOLLOWING COMPLETION OF WORK.

EXCAVATION, SOIL PREPARATION, AND DEWATERING NOTES

1. THE CONTRACTOR IS REQUIRED TO REVIEW THE REFERENCED GEOTECHNICAL DOCUMENTS PRIOR TO CONSTRUCTION. THESE DOCUMENTS SHALL BE CONSIDERED A PART OF THE PLAN SET.
2. THE CONTRACTOR IS REQUIRED TO PREPARE SUBGRADE SOILS BENEATH ALL PROPOSED IMPROVEMENTS AND BACKFILL ALL EXCAVATIONS IN ACCORDANCE WITH RECOMMENDATIONS BY THE GEOTECHNICAL ENGINEER OF RECORD.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING SHORING FOR ALL EXCAVATIONS AS REQUIRED. CONTRACTOR SHALL HAVE THE SHORING DESIGN PREPARED BY A QUALIFIED PROFESSIONAL. SHORING DESIGNS SHALL BE SUBMITTED TO STONEFIELD ENGINEERING & DESIGN, LLC. AND THE OWNER PRIOR TO THE START OF CONSTRUCTION.
4. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL OPEN EXCAVATIONS ARE PERFORMED AND PROTECTED IN ACCORDANCE WITH THE LATEST OSHA REGULATIONS.
5. THE CONTRACTOR IS RESPONSIBLE FOR ANY DEWATERING DESIGN AND OPERATIONS, AS REQUIRED, TO CONSTRUCT THE PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL OBTAIN ANY REQUIRED PERMITS FOR DEWATERING OPERATIONS AND GROUNDWATER DISPOSAL.

STORMWATER INFILTRATION BMP CONSTRUCTION NOTES

1. PRIOR TO THE START OF CONSTRUCTION, ANY AREA DESIGNATED TO BE USED FOR AN INFILTRATION BMP (E.G. BASIN, BIORETENTION AREA, ETC.) SHALL BE FENCED OFF AND SHALL NOT BE UTILIZED AS STORAGE FOR CONSTRUCTION EQUIPMENT OR AS A STOCKPILE AREA FOR CONSTRUCTION MATERIALS. NO ACTIVITY SHALL BE PERMITTED WITHIN THE INFILTRATION BASIN AREA UNLESS RELATED TO THE CONSTRUCTION OF THE INFILTRATION BASIN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY ALL SUBCONTRACTORS OF BASIN AREA RESTRICTIONS.
2. THE CONTRACTOR SHALL MAKE EVERY EFFORT, WHERE PRACTICAL, TO AVOID SUBGRADE SOIL COMPACTION IN THE AREAS DESIGNATED TO BE USED FOR AN INFILTRATION BMP.
3. ALL EXCAVATION WITHIN THE LIMITS OF ANY INFILTRATION BMP SHALL BE PERFORMED WITH THE LIGHTEST PRACTICAL EXCAVATION EQUIPMENT. ALL EXCAVATION EQUIPMENT SHALL BE PLACED OUTSIDE THE LIMITS OF THE BASIN WHERE FEASIBLE. THE USE OF LIGHT-WEIGHT, RUBBER-TIRED EQUIPMENT (LESS THAN 8 PSI APPLIED TO THE GROUND SURFACE) IS RECOMMENDED WITHIN THE BASIN LIMITS.
4. THE SEQUENCE OF SITE CONSTRUCTION SHALL BE COORDINATED WITH BASIN CONSTRUCTION TO ADHERE TO SEQUENCING LIMITATIONS.
5. DURING THE FINAL GRADING OF AN INFILTRATION BASIN, THE BOTTOM OF THE BASIN SHALL BE DEEPLY TILLED WITH A ROTARY TILLER OR DISC HARROW AND THEN SMOOTHED OUT WITH A LEVELING DRAW OR EQUIVALENT GRADING EQUIPMENT. ALL GRADING EQUIPMENT SHALL BE LOCATED OUTSIDE OF THE BASIN BOTTOM WHERE FEASIBLE.
6. FOLLOWING CONSTRUCTION OF AN INFILTRATION BASIN, SOIL INFILTRATION TESTING BY A LICENSED GEOTECHNICAL ENGINEER IS REQUIRED TO CERTIFY COMPLIANCE WITH THE DESIGN INFILTRATION RATES IN ACCORDANCE WITH APPENDIX E OF THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION'S BEST MANAGEMENT PRACTICES MANUAL, LATEST EDITION. IF THE FIELD INFILTRATION RATES ARE LOWER THAN THE RATE USED DURING DESIGN, THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. IN WRITING IMMEDIATELY TO DETERMINE THE APPROPRIATE COURSE OF ACTION.
7. THE CONTRACTOR SHALL NOTIFY THE MUNICIPALITY TO DETERMINE IF WITNESS TESTING IS REQUIRED DURING INFILTRATION BASIN EXCAVATION AND/OR SOIL INFILTRATION TESTING.

STORMWATER UNDERGROUND BMP CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL INSTALL AND BACKFILL THE UNDERGROUND BMP IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
2. UNDERGROUND BASINS SHALL UTILIZE A STONE BACKFILL WITH A MINIMUM VOID RATIO OF 40%.
3. NO CONSTRUCTION LOADING OVER UNDERGROUND BASINS IS PERMITTED UNTIL BACKFILL IS COMPLETE PER THE MANUFACTURER'S SPECIFICATIONS. NO VEHICLES SHALL BE STAGED OR OPERATE FROM A FIXED POSITION OVER THE BASIN.

30' 0' 30' 60'
GRAPHIC SCALE IN FEET
1" = 30'

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Phone 248.247.1115

SITE DEVELOPMENT PLANS

BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN

PROPOSED PLANNED UNIT DEVELOPMENT

PARCEL ID: 49099020222109
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH
WAYNE COUNTY, MICHIGAN

STATE OF MICHIGAN
JONATHAN ROBERT COOKSEY
ENGINEER
JONATHAN R. COOKSEY, P.E.
MICHIGAN LICENSE NO. 6201069428
LICENSED PROFESSIONAL ENGINEER

STONEFIELD engineering & design

SCALE: 1" = 30' | PROJECT ID: DET-220084

TITLE:

STORMWATER MANAGEMENT PLAN

DRAWING:

C-5

V:\DET\2022\DET-220084-LL-REAL ESTATE, LLC-1100 W ANN ARBOR TRAIL, PLYMOUTH, MI\CAD\PLOT\DET-SITE PLAN.DWG

REU DETERMINATION

CHURCH = (0.11 REU / 1,000 SF)(3,400 SF) = 0.374
SINGLE FAMILY RESIDENCE = (1.00 REU / DWELLING)(20 UNITS) = 20.00

INITIAL/ULTIMATE REU: 20.37

PEAKING FACTOR

POPULATION FACTOR: (3.50 PERSONS/REU)

INITIAL/ULTIMATE POPULATION: (20.37 REU)(3.50 PERSONS/REU) = 71.30
INITIAL/ULTIMATE PEAKING FACTOR: (18+√(71.30/1,000)) / ((4+√71.30/1,000)) = 4.28

(*) OAKLAND COUNTY WATER RESOURCES COMMISSIONER: APPENDIX VI 2018 SCHEDULE OF UNIT ASSIGNMENT FACTORS

SANITARY BASIS OF DESIGN

CONTRIBUTION PER REU: 350 GPD/REU

AVERAGE FLOW: (350 GPD/REU)(20.37 REU) = 7,130 GPD (0.0110 CFS)

PEAK FLOW: AVERAGE FLOW * PEAKING FACTOR = (7,130 GPD)(4.28) = 30,516 GPD (0.0472 CFS)

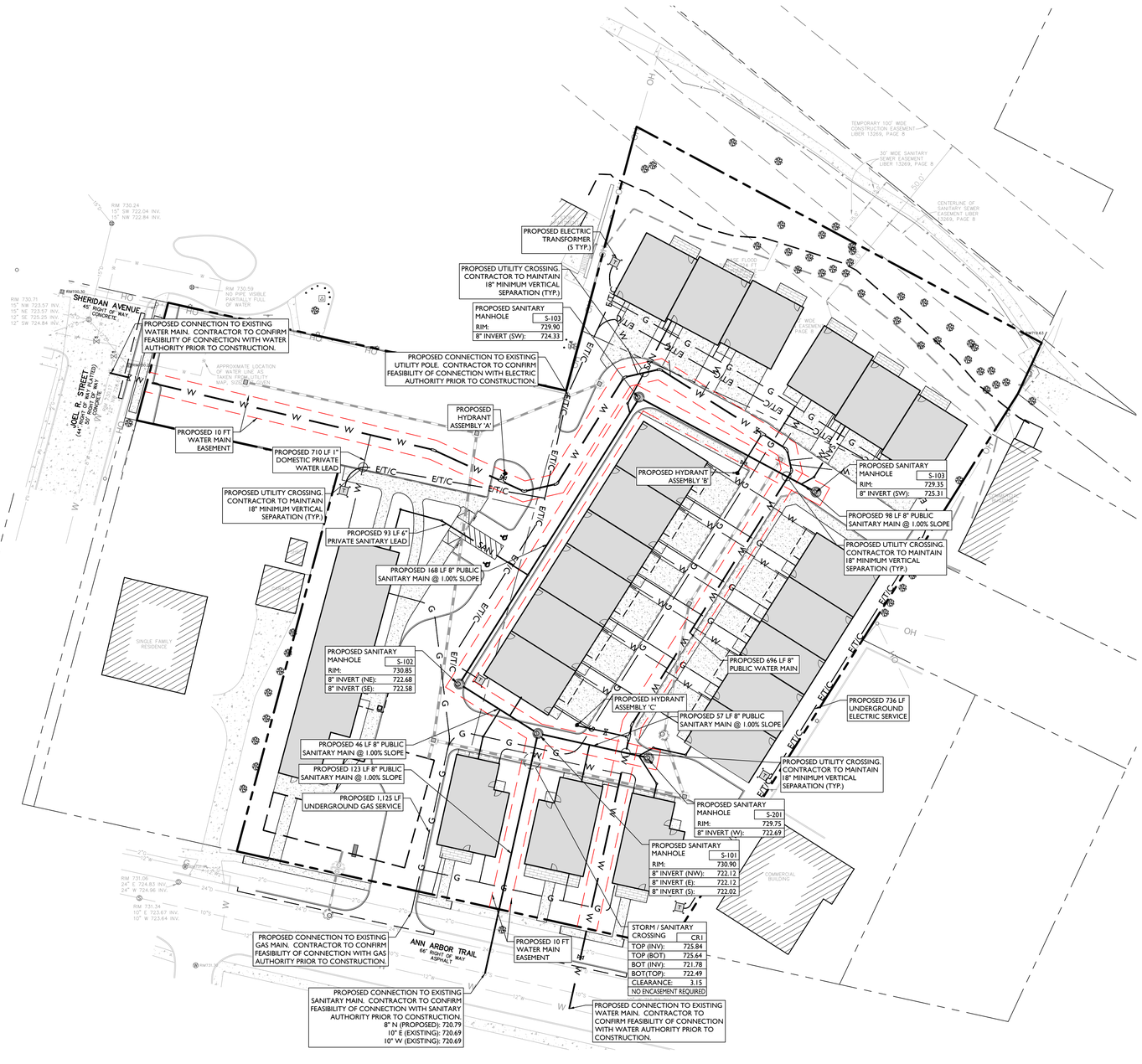
6" LATERAL FLOW (1.00% SLOPE): 0.24 CFS
6" LATERAL VELOCITY (1.00% SLOPE): 2.49 FPS
(WHEN HALF FULL)

WATER BASIS OF DESIGN

CONTRIBUTION PER REU: 350 GPD/REU

AVERAGE FLOW: (350 GPD/REU)(20.37 REU) = 7,130 GPD (0.0110 CFS)

PEAK FLOW: AVERAGE FLOW * PEAKING FACTOR = (7,130 GPD)(4.28) = 30,516 GPD (0.0472 CFS)



SYMBOL / DESCRIPTION

SYMBOL	DESCRIPTION
	PROPERTY LINE
SAN	PROPOSED SANITARY LATERAL
W	PROPOSED DOMESTIC WATER SERVICE
E/T/C	PROPOSED ELECTRICAL/DATA CONDUITS
G	PROPOSED GAS LINE
	PROPOSED VALVE
	PROPOSED WATER TEE / BEND
	PROPOSED FIRE HYDRANT
S	PROPOSED SANITARY MANHOLE / CLEANOUT
T	PROPOSED TRANSFORMER ON CONCRETE PAD WITH BOLLARDS

DRAINAGE AND UTILITY NOTES

1. THE CONTRACTOR IS REQUIRED TO CALL THE APPROPRIATE AUTHORITY FOR NOTICE OF CONSTRUCTION/EXCAVATION AND UTILITY MARK OUT PRIOR TO THE START OF CONSTRUCTION IN ACCORDANCE WITH STATE LAW. CONTRACTOR IS REQUIRED TO CONFIRM THE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES IN THE FIELD. SHOULD A DISCREPANCY EXIST BETWEEN THE FIELD LOCATION OF A UTILITY AND THE LOCATION SHOWN ON THE PLAN SET OR SURVEY, THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC IMMEDIATELY IN WRITING.
2. THE CONTRACTOR IS RESPONSIBLE TO PROTECT AND MAINTAIN IN OPERATION ALL UTILITIES NOT DESIGNATED TO BE REMOVED.
3. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO ANY EXISTING UTILITY IDENTIFIED TO REMAIN WITHIN THE LIMITS OF THE PROPOSED WORK DURING CONSTRUCTION.
4. A MINIMUM HORIZONTAL SEPARATION OF 10 FEET IS REQUIRED BETWEEN ANY SANITARY SEWER SERVICE AND ANY WATER LINES. IF THIS SEPARATION CANNOT BE PROVIDED, A CONCRETE ENCASEMENT SHALL BE UTILIZED FOR THE SANITARY SEWER SERVICE AS APPROVED BY STONEFIELD ENGINEERING & DESIGN, LLC.
5. ALL WATER LINES SHALL BE VERTICALLY SEPARATED ABOVE SANITARY SEWER LINES BY A MINIMUM DISTANCE OF 18 INCHES. IF THIS SEPARATION CANNOT BE PROVIDED, A CONCRETE ENCASEMENT SHALL BE UTILIZED FOR THE SANITARY SEWER SERVICE AS APPROVED BY STONEFIELD ENGINEERING & DESIGN, LLC.
6. THE CONTRACTOR TO PERFORM A TEST PIT PRIOR TO CONSTRUCTION (RECOMMEND 30 DAYS PRIOR) AT LOCATIONS OF EXISTING UTILITY CROSSINGS FOR WATER AND SANITARY SEWER CONNECTION IMPROVEMENTS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. IN WRITING.
7. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING GAS, ELECTRIC AND TELECOMMUNICATION CONNECTIONS WITH THE APPROPRIATE GOVERNING AUTHORITY.
8. CONTRACTOR SHALL START CONSTRUCTION OF ANY GRAVITY SEWER AT THE LOWEST INVERT AND WORK UP-GRADIENT.
9. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN A RECORD SET OF PLANS REFLECTING THE LOCATION OF EXISTING UTILITIES THAT HAVE BEEN CAPPED, ABANDONED, OR RELOCATED BASED ON THE DEMOLITION/REMOVAL ACTIVITIES REQUIRED IN THIS PLAN SET. THIS DOCUMENT SHALL BE PROVIDED TO THE OWNER FOLLOWING COMPLETION OF WORK.
10. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN A RECORD OF THE AS-BUILT LOCATIONS OF ALL PROPOSED UNDERGROUND INFRASTRUCTURE. THE CONTRACTOR SHALL NOTE ANY DISCREPANCIES BETWEEN THE AS-BUILT LOCATIONS AND THE LOCATIONS DEPICTED WITHIN THE PLAN SET. THIS RECORD SHALL BE PROVIDED TO THE OWNER FOLLOWING COMPLETION OF WORK.

30' 0' 30' 60'
GRAPHIC SCALE IN FEET
1" = 30'

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1	04/15/2024	JRC	SUBMISSION FOR PRELIMINARY PUD APPROVAL

NOT APPROVED FOR CONSTRUCTION

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SITE DEVELOPMENT PLANS

BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN

PROPOSED PLANNED UNIT DEVELOPMENT

PARCEL ID: 49009310322309
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH
WAYNE COUNTY, MICHIGAN

STATE OF MICHIGAN
JONATHAN D. COONEY
ENGINEER
JAMES R. BUCKLER, P.E.
MICHIGAN LICENSE NO. 6201069428
LICENSED PROFESSIONAL ENGINEER

STONEFIELD engineering & design

SCALE: 1" = 30' | PROJECT ID: DET-220084

TITLE: UTILITY PLAN

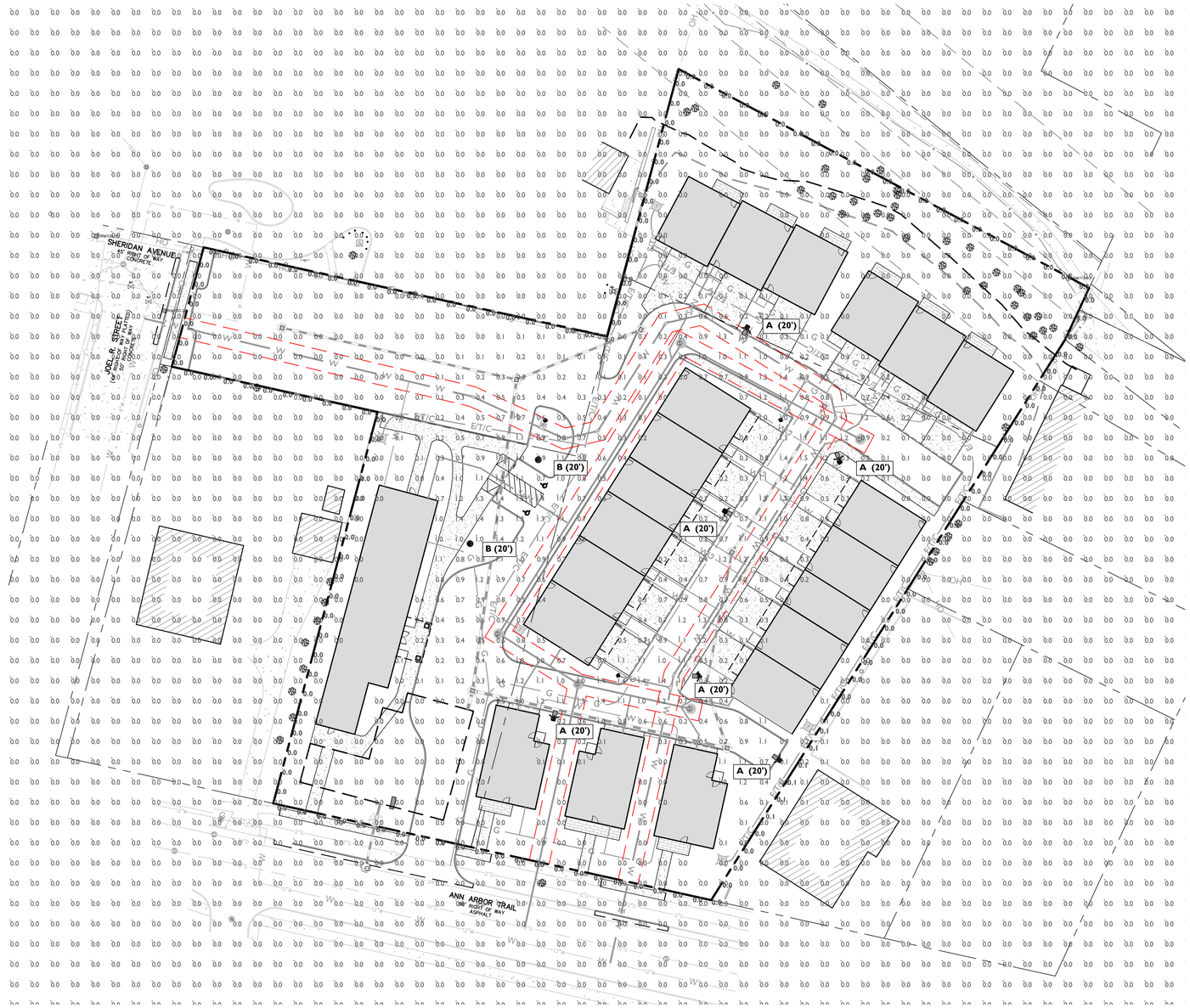
DRAWING: C-6

V:\DET\2022\DET-220084 LA REAL ESTATE, LLC (100 W ANN ARBOR TRAIL, PLYMOUTH, MI)\ACAD\PLOTS\DP-8A-UTIL.DWG



FIXTURES 'A' & 'B'

PROPOSED LUMINAIRE SCHEDULE							
SYMBOL	LABEL	QUANTITY	SECURITY LIGHTING	DISTRIBUTION	LLF	MANUFACTURER	IES FILE
	A	6	PROV 2 ARCHITECTURAL AREA/SITE W/ HOUSE-SIDE SHIELD - SINGLE	IV	0.90	CURRENT	PROV2-36L-510-4K7-4W-HS.IES
	B	2	PROV 2 ARCHITECTURAL AREA/SITE WIDE, SINGLE	V	0.90	CURRENT	PROV2-36L-510-4K7-4K7-5W.IES



SYMBOL / **DESCRIPTION**

- PROPERTY LINE
- A (XX') — PROPOSED LIGHTING FIXTURE (MOUNTING HEIGHT)
- +XX — PROPOSED LIGHTING INTENSITY (FOOTCANDLES)
- PROPOSED AREA LIGHT
- PROPOSED PEDESTRIAN LIGHT

LIGHTING REQUIREMENTS		
CODE SECTION	**REQUIRED**	**PROPOSED**
§ 78-204(a)(1)	ALL OUTDOOR LIGHTING IN RESIDENTIAL USE DISTRICTS USED TO LIGHT THE GENERAL AREA OF A SITE SHALL BE SHIELDED OR DIRECTED IN A MANNER WHICH REDUCES GLARE AND SHALL BE SO ARRANGED AS TO REFLECT OBJECTIONABLE LIGHTS AWAY FROM ALL ADJACENT RESIDENTIAL DISTRICTS OR ADJACENT RESIDENCES	COMPLIES
§ 78-204(b)(3)a.	MAXIMUM PROPERTY LINE (RESIDENTIAL): 0.1 FC	0.0 FC
§ 78-204(b)(3)a.	MAXIMUM PROPERTY LINE (NON-RESIDENTIAL): 1.0 FC	0.1 FC
§ 78-204(b)(3)b.1.	MINIMUM ILLUMINATION OF LIGHTED AREAS (RESIDENTIAL AND CHURCHES): 0.4 FC	0.0 FC (W)
§ 78-204(b)(3)b.1.	MAXIMUM ILLUMINATION OF LIGHTED AREAS (RESIDENTIAL AND CHURCHES): 0.6 FC	1.5 FC (W)
§ 78-204(B)(3)B.1.	MAXIMUM HEIGHT: 25 FT OR HEIGHT OF BUILDING, WHICHEVER IS LESS	20 FT

(W) WAIVER

LIGHTING STATISTICS			
DESCRIPTION	**AVERAGE**	**MINIMUM**	**MAXIMUM**
OVERALL PARCEL	0.28 FC	0.0 FC	1.5 FC
PROPERTY LINE (RESIDENTIAL)	0.0 FC	0.0 FC	0.0 FC
PROPERTY LINE (NON-RESIDENTIAL)	0.2 FC	0.0 FC	0.1 FC

GENERAL LIGHTING NOTES

1. THE LIGHTING LEVELS DEPICTED WITHIN THE PLAN SET ARE CALCULATED UTILIZING DATA OBTAINED FROM THE LISTED MANUFACTURER. ACTUAL ILLUMINATION LEVELS AND PERFORMANCE OF ANY PROPOSED LIGHTING FIXTURE MAY VARY DUE TO UNCONTROLLABLE VARIABLES SUCH ARE WEATHER, VOLTAGE SUPPLY, LAMP TOLERANCE, EQUIPMENT SERVICE LIFE AND OTHER VARIABLE FIELD CONDITIONS.
2. WHERE APPLICABLE, THE EXISTING LIGHT LEVELS DEPICTED WITHIN THE PLAN SET SHALL BE CONSIDERED APPROXIMATE. THE EXISTING LIGHT LEVELS ARE BASED ON FIELD OBSERVATIONS AND THE MANUFACTURER'S DATA OF THE ASSUMED OR MOST SIMILAR LIGHTING FIXTURE MODEL.
3. UNLESS NOTED ELSEWHERE WITHIN THIS PLAN SET, THE LIGHT LOSS FACTORS USED IN THE LIGHTING ANALYSIS ARE AS FOLLOWS:
   - LIGHT EMITTING DIODES (LED): 0.90
   - HIGH PRESSURE SODIUM: 0.72
   - METAL HALIDE: 0.72
4. THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. IN WRITING, PRIOR TO THE START OF CONSTRUCTION, OF ANY PROPOSED LIGHTING LOCATIONS THAT CONFLICT WITH EXISTING/ PROPOSED DRAINAGE, UTILITY, OR OTHER IMPROVEMENTS.
5. THE CONTRACTOR IS RESPONSIBLE TO PREPARE A WIRING PLAN AND PROVIDE ELECTRIC SERVICE TO ALL PROPOSED LIGHTING FIXTURES. THE CONTRACTOR IS REQUIRED TO PREPARE AN AS-BUILT PLAN OF WIRING AND PROVIDE COPIES TO THE OWNER AND STONEFIELD ENGINEERING & DESIGN, LLC.

30' 0' 30' 60'

GRAPHIC SCALE IN FEET

1" = 30'

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2	01/22/2025	JRC	RESUBMISSION FOR PRELIMINARY PUD APPROVAL
1	04/15/2024	JRC	SUBMISSION FOR PRELIMINARY PUD APPROVAL

NOT APPROVED FOR CONSTRUCTION

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Princeton, NJ · Tampa, FL · Rutherford, NJ
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Phone 248.247.1115

SITE DEVELOPMENT PLANS

BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN

PROPOSED PLANNED UNIT DEVELOPMENT

PARCEL ID: 49099303232309
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH
WAYNE COUNTY, MICHIGAN

STATE OF MICHIGAN
JONATHAN FRED COOKSEY
ENGINEER
LICENSE NUMBER 6201069428
LICENSED PROFESSIONAL ENGINEER

STONEFIELD engineering & design

SCALE: 1" = 30' | PROJECT ID: DET-220084

TITLE:

LIGHTING PLAN

DRAWING:

C-7

V:\DET\2022\DET-220084\LL REAL ESTATE, LLC (1100 E ANN ARBOR TRAIL, PLYMOUTH, MI)\ADD\PHOTOMETRIC\LIGHT.DWG

LANDSCAPE MAINTENANCE SCHEDULE

MAINTENANCE TASK	WINTER			SPRING				SUMMER				FALL			
	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	FREQUENCY	JUNE	JULY	AUGUST	FREQUENCY	SEPTEMBER	OCTOBER	NOVEMBER	FREQUENCY
SITE INSPECTION				X			ONCE PER SEASON		X		ONCE PER SEASON			X	ONCE PER SEASON
DEBRIS & WEED CONTROL				X	X	X	BI-WEEKLY	X	X	X	BI-WEEKLY	X	X		BI-WEEKLY
IRRIGATION MAINTENANCE					X		ONCE PER SEASON				N/A		X		ONCE PER SEASON
MULCHING					X		ONCE PER SEASON				N/A				N/A
SEASONAL PLANTINGS						X	ONCE PER SEASON	X	X	X	WEEKLY	X	X	X	WEEKLY
MOWING OF TURF				X	X	X	WEEKLY	X	X	X	WEEKLY	X	X	X	WEEKLY
MOWING OF WILDFLOWERS							N/A				N/A			X	ONCE PER SEASON
PRUNING				X	X		MONTHLY				N/A			X	ONCE PER SEASON
FERTILIZER & AMENDMENTS				X	X	X	MONTHLY	X	X	X	BI-WEEKLY	X	X	X	BI-WEEKLY
INSECT & DISEASE CONTROL						X	ONCE PER SEASON	X	X	X	BI-WEEKLY	X	X		N/A
PLANTING RENOVATION				X			ONCE PER SEASON				N/A		X		ONCE PER SEASON
LANDSCAPE STRUCTURES INSPECTION					X		ONCE PER SEASON				N/A				N/A
LIGHTING MAINTENANCE				X			ONCE PER SEASON				N/A		X		ONCE PER SEASON
PAVED SURFACE MAINTENANCE					X		ONCE PER SEASON				N/A				N/A



LANDSCAPING AND BUFFER REQUIREMENTS

CODE SECTION	REQUIRED	PROPOSED
	PARKING AREA SCREENING	
§ 78-167.(e)(1)a.	OFF-STREET PARKING SHALL BE BUFFERED FROM VIEW FROM PUBLIC RIGHTS-OF-WAY	COMPLIES
§ 78-167.(e)(2)d.	MINIMUM 4 FT BUFFER REQUIRED BETWEEN PARKING AREA AND STREET	ANN ARBOR TRAIL: N/A(1) JOEL R STREET: 5.4 FT PROVIDED
	36" HIGH MASONRY SCREENING REQUIRED	36" HIGH EVERGREEN HEDGE PROPOSED
	1 TREE FOR EVERY 40 LF OF FRONTAGE	
	ANN ARBOR TRAIL: NO PARKING PROPOSED	N/A(1)
	JOEL R. STREET: 40 FT	
	(40 FT) * (1 TREE / 40 LF OF FRONTAGE) = 1 TREE	1 TREE PROPOSED
	INTERIOR PARKING LOT LANDSCAPING	
§ 78-168.(a)(1)a.	PARKING LOTS 25 - 100 SPACES:	
	1 TREE FOR EVERY 10 SPACES	
	(122 SPACES) * (1 TREE / 10 SPACES) = 12 TREES	12 TREES PROPOSED
	100 SF OF LANDSCAPE AREA FOR EVERY 10 SPACES	
	(122 SPACES) * (100 SF / 10 SPACES) = 1,200 SF	1,969 SF PROVIDED
§ 78-168.(a)(2)	MINIMUM LANDSCAPE AREA: 60 SF	55 SF PROVIDED

(N/A) NOT APPLICABLE
(1) INTERNAL DRIVE ISLES AND PARKING DO NOT ABUT ROADWAY FRONTAGE.

PLANT SCHEDULE

DECIDUOUS TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
	ACE	7	ACER SACCHARUM	SUGAR MAPLE	3" - 3.5" CAL	B&B	NATIVE, DROUGHT TOLERANT
	CEL	1	CELTIS OCCIDENTALIS	COMMON HACKBERRY	3.5" - 4" CAL	B&B	NATIVE, DROUGHT TOLERANT, SALT TOLERANT
EVERGREEN TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
	JVK	24	JUNIPERUS VIRGINIANA 'KETELEERI'	KETELEERI EASTERN REDCEDAR	6' - 7' HT	B&B	NATIVE CULTIVAR
ORNAMENTAL TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
	AME	2	AMELANCHIER ARBOREA	DOWNY SERVICEBERRY	2" - 2.5" CAL	B&B	NATIVE, DROUGHT TOLERANT, SALT TOLERANT
	CER	3	CERCIS CANADENSIS	EASTERN REDBUD	2.5" - 3" CAL	B&B	NATIVE
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
	CEA	9	CEANOTHUS AMERICANUS	NEW JERSEY TEA	30" - 36"	POT	NATIVE, DROUGHT TOLERANT
	VER	3	ILEX VERTICILLATA 'RED SPRITE'	RED SPRITE WINTERBERRY	30" - 36"	POT	NATIVE, SALT TOLERANT
	ROS	6	ROSA VIRGINIANA	VIRGINIA ROSE	30" - 36"	POT	NATIVE, DROUGHT TOLERANT, SALT TOLERANT
	VIB	7	VIBURNUM ACERIFOLIUM	MAPLELEAF VIBURNUM	36" - 42"	POT	NATIVE, DROUGHT TOLERANT
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
	ICH	22	ILEX CRENATA 'CHESAPEAKE'	CHESAPEAKE JAPANESE HOLLY	36" - 42"	POT	-
	ILE	39	ILEX GLABRA 'COMPACTA'	COMPACT INKBERRY	36" - 42"	POT	DROUGHT TOLERANT, SALT TOLERANT
	TAX	58	TAXUS CANADENSIS	CANADA YEW	30" - 36"	POT	NATIVE, DROUGHT TOLERANT

NOTE: IF ANY DISCREPANCIES OCCUR BETWEEN AMOUNTS SHOWN ON THE LANDSCAPE PLAN AND WITHIN THE PLANT LIST, THE PLAN SHALL DICTATE.

IRRIGATION NOTE:

IRRIGATION CONTRACTOR TO PROVIDE A DESIGN FOR AN IRRIGATION SYSTEM SEPARATING PLANTING BEDS FROM LAWN AREA, PRIOR TO CONSTRUCTION. DESIGN IS TO BE SUBMITTED TO THE PROJECT LANDSCAPE DESIGNER FOR REVIEW AND APPROVAL. WHERE POSSIBLE, DRIP IRRIGATION AND OTHER WATER CONSERVATION TECHNIQUES SUCH AS RAIN SENSORS SHALL BE IMPLEMENTED. CONTRACTOR TO VERIFY MAXIMUM ON SITE DYNAMIC WATER PRESSURE AVAILABLE MEASURED IN PSI. PRESSURE REDUCING DEVICES OR BOOSTER PUMPS SHALL BE PROVIDED TO MEET SYSTEM PRESSURE REQUIREMENTS. DESIGN TO SHOW ALL VALVES, PIPING, HEADS, BACKFLOW PREVENTION, METERS, CONTROLLERS, AND SLEEVES WITHIN HARDSCAPE AREAS.

LANDSCAPING NOTES

1. THE CONTRACTOR SHALL RESTORE ALL DISTURBED GRASS AND LANDSCAPED AREAS TO MATCH EXISTING CONDITIONS UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET.
2. THE CONTRACTOR SHALL RESTORE ALL DISTURBED LAWN AREAS WITH A MINIMUM 4 INCH LAYER OF TOPSOIL AND SEED.
3. THE CONTRACTOR SHALL RESTORE MULCH AREAS WITH A MINIMUM 3 INCH LAYER OF MULCH .
4. THE MAXIMUM SLOPE ALLOWABLE IN LANDSCAPE RESTORATION AREAS SHALL BE 3 FEET HORIZONTAL TO 1 FOOT VERTICAL (3:1 SLOPE) UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET.
5. THE CONTRACTOR IS REQUIRED TO LOCATE ALL SPRINKLER HEADS IN AREA OF LANDSCAPING DISTURBANCE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL RELOCATE SPRINKLER HEADS AND LINES IN ACCORDANCE WITH OWNER'S DIRECTION WITHIN AREAS OF DISTURBANCE.
6. THE CONTRACTOR SHALL ENSURE THAT ALL DISTURBED LANDSCAPED AREAS ARE GRADED TO MEET FLUSH AT THE ELEVATION OF WALKWAYS AND TOP OF CURB ELEVATIONS EXCEPT UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET. NO ABRUPT CHANGES IN GRADE ARE PERMITTED IN DISTURBED LANDSCAPING AREAS.

811 Know what's **below** **Call** before you dig.

30' 0' 30' 60'
GRAPHIC SCALE IN FEET
1" = 30'

ISSUE	DATE	BY	DESCRIPTION
2	01/22/2025	JRC	RESUBMISSION FOR PRELIMINARY PUD APPROVAL
1	04/15/2024	JRC	SUBMISSION FOR PRELIMINARY PUD APPROVAL

NOT APPROVED FOR CONSTRUCTION

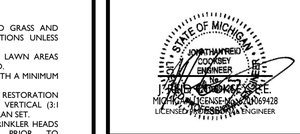
STONEFIELD engineering & design
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Princeton, NJ · Tampa, FL · Rutherford, NJ
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555 S Old Woodward Ave, Suite 12L, Birmingham, MI 48009
Phone 248.247.1115

SITE DEVELOPMENT PLANS

BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN

PROPOSED PLANNED UNIT DEVELOPMENT

PARCEL ID: 49009030323309
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH
WAYNE COUNTY, MICHIGAN



STONEFIELD engineering & design

SCALE: 1" = 30' | PROJECT ID: DET-220084

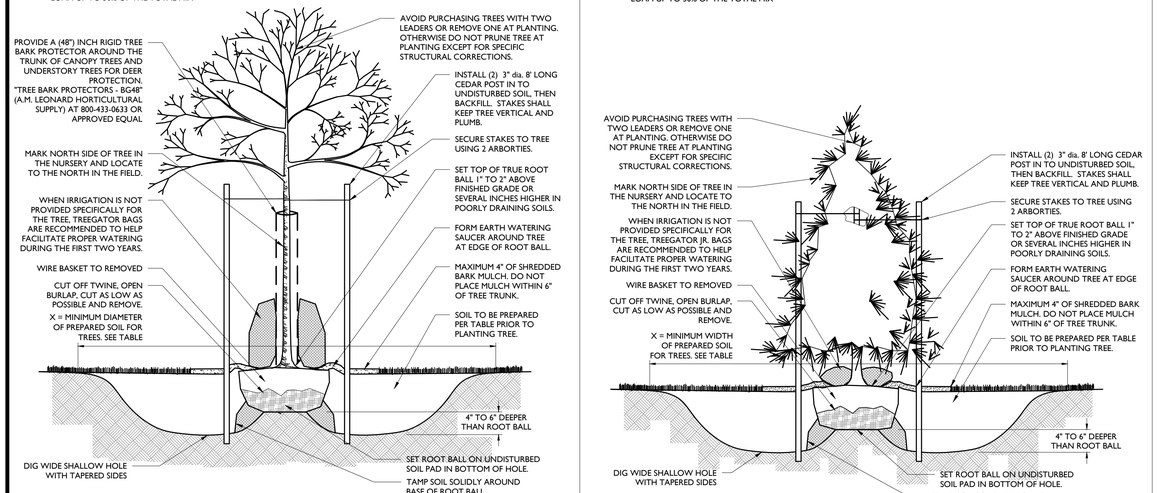
TITLE: LANDSCAPING PLAN

DRAWING: C-8

V:\DET\2022\DET-220084\LL REAL ESTATE, LLC (100 W ANN ARBOR TRAIL, PLYMOUTH, MI)\ADMIN\PLOTTOP-BUILDING LANDSCAPING

NOTES:

1. FOR CONTAINER-GROWN TREES, USE FINGERS OR SMALL HAND TOOLS TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL; THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.
2. THOROUGHLY SOAK THE TREE ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
3. SOIL AMENDMENTS:
   - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM
   - MODIFY EXTREMELY SANDY SOILDS (MORE THAN 85% SAND) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX



DECIDUOUS TREE PLANTING DETAIL

NOT TO SCALE

1

NOTES:

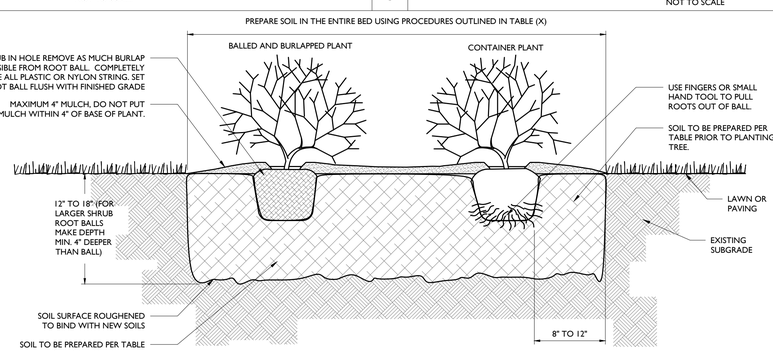
1. FOR CONTAINER-GROWN TREES, USE FINGERS OR SMALL HAND TOOLS TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL; THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.
2. THOROUGHLY SOAK THE TREE ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
3. SOIL AMENDMENTS:
   - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM
   - MODIFY EXTREMELY SANDY SOILS (MORE THAN 85% SAND) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX

CONIFEROUS TREE PLANTING DETAIL

NOT TO SCALE

2

PREPARE SOIL IN THE ENTIRE BED USING PROCEDURES OUTLINED IN TABLE (X)



NOTES:

1. FOR CONTAINER-GROWN SHRUBS, USE FINGERS OR SMALL HAND TOOL TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL; THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.
2. THOROUGHLY SOAK THE SHRUB ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
   - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM
   - MODIFY EXTREMELY SANDY SOILS (MORE THAN 85% SAND) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL

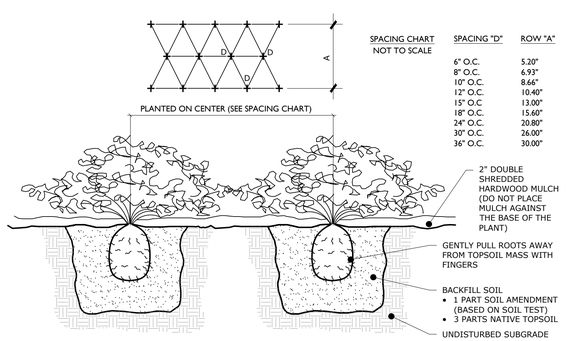
DECIDUOUS AND EVERGREEN SHRUB PLANTING DETAIL

NOT TO SCALE

3

NOTES:

1. THOROUGHLY SOAK THE GROUND COVER ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
2. SOIL AMENDMENTS:
   - MODIFY HEAVY CLAY OR SILT SOILDS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM
   - MODIFY EXTREMELY SANDY SOILDS (MORE THAN 85% SAND) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX
3. ALL GROUND COVER AREAS SHALL BE TREATED WITH A PRE-EMERGENT PER MANUFACTURER'S SPECIFICATIONS



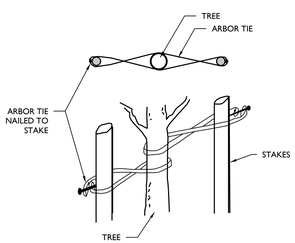
SPACING CHART
NOT TO SCALE

SPACING "D"	ROW "A"
6" O.C.	5.20"
8" O.C.	6.93"
10" O.C.	8.66"
12" O.C.	10.40"
15" O.C.	13.00"
18" O.C.	15.60"
24" O.C.	20.80"
30" O.C.	26.00"
36" O.C.	30.00"

GROUND COVER/PERENNIAL/ANNUAL PLANTING DETAIL

NOT TO SCALE

4



INSTALLATION GUIDELINES:

1. LOOP TIE AROUND TREE AND NAIL TO CEDAR STAKE.
2. REMOVE ALL STAKING AND TIES AT END OF FIRST GROWING SEASON.
3. FOLD ENDS OF ARBORTIE BACK. SECURE TO STAKES WITH 1" GALVANIZED ROOFING NAIL OR USE A KNOT.
4. CONSULT LANDSCAPE ARCHITECT FOR STAKING OF TREES LARGER THAN 6".
5. SOURCES INCLUDE:
   GEMPLERS 1-800-332-6744 or GEMPLERS.COM
   CSP OUTDOORS 1-800-592-6940 or CSPOUTDOORS.COM

ARBORTIE DETAIL

NOT TO SCALE

5

GENERAL LANDSCAPING NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL FURNISH ALL MATERIALS AND PERFORM ALL WORK IN ACCORDANCE WITH THESE SPECIFICATIONS, APPROVED OR FINAL DRAWINGS, AND INSTRUCTIONS PROVIDED BY THE PROJECT LANDSCAPE DESIGNER, MUNICIPAL OFFICIALS, OR OWNER/OWNER'S REPRESENTATIVE. ALL WORK COMPLETED AND MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH THE INTENTION OF THE SPECIFICATIONS, DRAWINGS, AND INSTRUCTIONS AND EXECUTED WITH THE STANDARD LEVEL OF CARE FOR THE LANDSCAPE INDUSTRY.
2. WORK MUST BE CARRIED OUT ONLY DURING WEATHER CONDITIONS FAVORABLE TO LANDSCAPE CONSTRUCTION AND TO THE HEALTH AND WELFARE OF PLANTS. THE SUITABILITY OF SUCH WEATHER CONDITIONS SHALL BE DETERMINED BY THE PROJECT LANDSCAPE DESIGNER OR GOVERNING MUNICIPAL OFFICIAL.
3. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR, BEFORE ORDERING OR PURCHASING MATERIALS, TO PROVIDE SAMPLES OF THOSE MATERIALS TO THE PROJECT LANDSCAPE DESIGNER OR GOVERNING MUNICIPAL OFFICIAL FOR APPROVAL, IF SO REQUESTED.
4. IF SAMPLES ARE REQUESTED, THE LANDSCAPE CONTRACTOR IS TO SUBMIT CERTIFICATION TAGS FROM TREES, SHRUBS AND SEED VERIFYING TYPE AND PURITY.
5. UNLESS OTHERWISE AUTHORIZED BY THE PROJECT LANDSCAPE DESIGNER OR GOVERNING MUNICIPAL OFFICIAL, THE LANDSCAPE CONTRACTOR SHALL PROVIDE NOTICE AT LEAST FORTY-EIGHT HOURS (48 HRS.) IN ADVANCE OF THE ANTICIPATED DELIVERY DATE OF PLANT MATERIALS TO THE PROJECT SITE. A LEGIBLE COPY OF THE INVOICE, SHOWING VARIETIES AND SIZES OF MATERIALS INCLUDED FOR EACH SHIPMENT SHALL BE FURNISHED TO THE PROJECT LANDSCAPE DESIGNER, OR GOVERNING MUNICIPAL OFFICIAL.
6. THE PROJECT LANDSCAPE DESIGNER OR GOVERNING MUNICIPAL OFFICIAL RESERVES THE RIGHT TO INSPECT AND REJECT PLANTS AT ANY TIME AND AT ANY PLACE.

PROTECTION OF EXISTING VEGETATION NOTES:

1. BEFORE COMMENCING WORK, ALL EXISTING VEGETATION WHICH COULD BE IMPACTED AS A RESULT OF THE PROPOSED CONSTRUCTION ACTIVITIES MUST BE PROTECTED FROM DAMAGE BY THE INSTALLATION OF TREE PROTECTION FENCING. FENCING SHALL BE LOCATED AT THE DRIP-LINE OR LIMIT OF DISTURBANCE AS DEPICTED WITHIN THE APPROVED OR FINAL PLAN SET, ESTABLISHING THE TREE PROTECTION ZONE. NO INSTALLATION SHALL BE IN ACCORDANCE WITH THE PROVIDED "TREE PROTECTION FENCE DETAIL." NO WORK MAY BEGIN UNTIL THIS REQUIREMENT IS FULFILLED. THE FENCING SHALL BE INSPECTED REGULARLY BY THE LANDSCAPE CONTRACTOR AND MAINTAINED UNTIL ALL CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED.
2. IN ORDER TO AVOID DAMAGE TO ROOTS, BARK OR LOWER BRANCHES, NO VEHICLE, EQUIPMENT, DEBRIS, OR OTHER MATERIALS SHALL BE DRIVEN, PARKED OR PLACED WITHIN THE TREE PROTECTION ZONE. ALL ON-SITE CONTRACTORS SHALL USE ANY AND ALL PRECAUTIONARY MEASURES WHEN PERFORMING WORK AROUND TREES, WALKS, PAVEMENTS, UTILITIES, AND ANY OTHER FIXTURES EITHER EXISTING OR PREVIOUSLY INSTALLED UNDER THIS CONTRACT.
3. IN RARE INSTANCES WHERE EXCAVATING, FILL, OR GRADING IS REQUIRED WITHIN THE DRIP-LINE OF TREES TO REMAIN, THE WORK SHALL BE PERFORMED AS FOLLOWS:
   - TRENCHING: WHEN TRENCHING OCCURS AROUND TREES TO REMAIN, THE TREE ROOTS SHALL NOT BE CUT, BUT THE TRENCH SHALL BE TUNNELED UNDER OR AROUND THE ROOTS BY CAREFUL HAND DIGGING AND WITHOUT INJURY TO THE ROOTS. NO ROOTS, LIMBS, OR WOODS ARE TO HAVE ANY PAINT OR MATERIAL APPLIED TO ANY SURFACE.
   - RAISING GRADES: WHEN THE GRADE AT AN EXISTING TREE IS BELOW THE NEW FINISHED GRADE, AND FILL NOT EXCEEDING 6 INCHES (6") IS REQUIRED, CLEAN, WASHED GRAVEL FROM ONE TO TWO INCHES (1" - 2") IN SIZE SHALL BE PLACED DIRECTLY AROUND THE TREE TRUNK. THE GRAVEL SHALL EXTEND OUT FROM THE TRUNK ON ALL SIDES A MINIMUM OF 18 INCHES (18") AND FINISH APPROXIMATELY TWO INCHES (2") ABOVE THE FINISH GRADE AT TREE. INSTALL GRAVEL BEFORE ANY EARTH FILL IS PLACED. NEW EARTH FILL SHALL NOT BE LEFT IN CONTACT WITH THE TRUNK OF ANY TREE REQUIRING FILL. WHERE FILL EXCEEDING 6 INCHES (6") IS REQUIRED, A DRY LAID TREE WELL SHALL BE CONSTRUCTED. IF APPLICABLE, THESE WELL INSTALLATION SHALL BE IN ACCORDANCE WITH THE PROVIDED "TREE WELL DETAIL."
   - LOWERING GRADES: EXISTING TREES LOCATED IN AREAS WHERE THE NEW FINISHED GRADE IS TO BE LOWERED, SHALL HAVE RE-GRADING WORK DONE BY HAND TO THE INDICATED ELEVATION, NO GREATER THAN SIX INCHES (6"). ROOTS SHALL BE CUT CLEANLY THREE INCHES (3") BELOW FINISHED GRADE UNDER THE DIRECTION OF A LICENSED ARBORIST. WHERE CUT EXCEEDING 6 INCHES (6") IS REQUIRED, A DRY LAID RETAINING WALL SHALL BE CONSTRUCTED. IF APPLICABLE, THE RETAINING WALL INSTALLATION SHALL BE IN ACCORDANCE WITH THE PROVIDED "TREE RETAINING WALL DETAIL."

SOIL PREPARATION AND MULCH NOTES:

1. LANDSCAPE CONTRACTOR SHALL OBTAIN A SOIL TEST OF THE IN-SITU TOPSOIL BY A CERTIFIED SOIL LABORATORY PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL ALLOW FOR A TWO WEEK TURNAROUND TIME FROM SUBMITTAL OF SAMPLE TO NOTIFICATION OF RESULTS.
2. BASED ON SOIL TEST RESULTS, ADJUST THE RATES OF LIME AND FERTILIZER THAT SHALL BE MIXED INTO THE TOP SIX INCHES (6") OF TOPSOIL. THE LIME AND FERTILIZER RATES PROVIDED WITHIN THE "SEED SPECIFICATION" OR "SOD SPECIFICATION" IS APPROXIMATE AND FOR BIDDING PURPOSES ONLY. IF ADDITIONAL AMENDMENTS ARE NECESSARY, ADJUST THE TOPSOIL AS FOLLOWS:
   - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM.
   - MODIFY EXTREMELY SANDY SOILS (MORE THAN 85%) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX.
3. TOPSOIL SHALL BE FERTILE, FRIABLE, NATURAL TOPSOIL OF LOAMING CHARACTER, WITHOUT ADMIXTURE OF SUBSOIL MATERIAL OBTAINED FROM A WELL-DRAINED ARABLE SITE, FREE FROM ALL CLAY, LUMPS, COARSE SANDS, STONES, PLANTS, ROOTS, STICKS, AND OTHER FOREIGN MATERIAL GREATER THAN ONE INCH (1").
4. TOPSOIL SHALL HAVE A PH RANGE OF 5.0-7.0 AND SHALL NOT CONTAIN LESS THAN 6% ORGANIC MATTER BY WEIGHT.
5. OBTAIN TOPSOIL ONLY FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THAT FOUND AT THE PROJECT SITE.
6. CONTRACTOR SHALL PROVIDE A SIX INCH (6") DEEP LAYER OF TOPSOIL IN ALL PLANTING AREAS. TOPSOIL SHALL BE SPREAD OVER A PREPARED SURFACE IN A UNIFORM LAYER TO ACHIEVE THE DESIRED COMPACTED THICKNESS. THE SPREADING OF TOPSOIL SHALL NOT BE CONDUCTED UNDER MUDDY OR FROZEN SOIL CONDITIONS.
7. UNLESS OTHERWISE NOTED IN THE CONTRACT, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF TOPSOIL AND THE ESTABLISHMENT OF FINE-GRADING WITHIN THE DISTURBED AREA OF THE SITE.
8. LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE SUB-GRADE ELEVATION MEETS THE FINISHED GRADE ELEVATION (LESS THE REQUIRED TOPSOIL) IN ACCORDANCE WITH THE APPROVED OR FINAL GRADING PLAN.
9. ALL LAWN AND PLANTING AREAS SHALL BE GRADED TO A SMOOTH, EVEN AND UNIFORM PLANE WITH NO ABRUPT CHANGE OF SURFACE AS DEPICTED WITHIN THE APPROVED OR FINAL CONSTRUCTION SET UNLESS OTHERWISE DIRECTED BY THE PROJECT LANDSCAPE DESIGNER OR MUNICIPAL OFFICIAL.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER SURFACE AND SUBSURFACE PLANT BED DRAINAGE PRIOR TO THE INSTALLATION OF PLANTINGS. IF POOR DRAINAGE CONDITIONS EXIST, CORRECTIVE ACTION SHALL BE TAKEN PRIOR TO INSTALLATION. ALL PLANTING AND LAWN AREAS SHALL BE GRADED AND MAINTAINED TO ALLOW A FREE FLOW OF SURFACE WATER.
11. DOUBLE SHREDDED HARDWOOD MULCH OR APPROVED EQUAL SHALL BE USED AS A FOUR INCH (4") TOP DRESSING IN ALL SHRUB PLANTING BEDS AND AROUND ALL TREES PLANTED BY LANDSCAPE CONTRACTOR. GROUND COVER, PERENNIAL, AND ANNUAL PLANTING BEDS SHALL BE MULCHED WITH A TWO INCH (2") TOP DRESSING. SINGLE TREES OR SHRUBS SHALL BE MULCHED TO AVOID CONTACT WITH TRUNK OR PLANT STEM. MULCH SHALL BE OF SUFFICIENT CHARACTER AS NOT TO BE EASILY DISPLACED BY WIND OR WATER RUNOFF.
12. WHENEVER POSSIBLE, THE SOIL PREPARATION AREA SHALL BE CONNECTED FROM PLANTING TO PLANTING.
13. SOIL SHALL BE LOOSENED WITH A BACKHOE OR OTHER LARGE COARSE-TILING EQUIPMENT UNLESS THE SOIL IS FROZEN OR EXCESSIVELY WET. TILING THAT PRODUCES LARGE, COARSE CHUNKS OF SOIL IS PREFERABLE TO TILING THAT RESULTS IN FINE GRAINS UNIFORM IN TEXTURE. AFTER THE AREA IS LOOSENED IT SHALL NOT BE DRIVEN OVER BY ANY VEHICLE.
14. APPLY PRE-EMERGENT WEED CONTROL TO ALL PLANT BEDS PRIOR TO MULCHING. ENSURE COMPATIBILITY BETWEEN PRODUCT AND PLANT MATERIAL.
15. ALL PLANTING SOIL SHALL BE AMENDED WITH THE FOLLOWING:

MYCRO® TREE SAVER - A DRY GRANULAR MYCORRHIZAL FUNGI INOCULANT THAT IS MIXED IN THE BACKFILL WHEN PLANTING TREES AND SHRUBS. IT CONTAINS SPORES OF BOTH ECTOMYCORRHIZAL AND VA MYCORRHIZAL FUNGI (VAM), BENEFICIAL RHIZOSPHERE BACTERIA, TERRA-SORB SUPERABSORBENT HYDROGEL TO REDUCE WATER LEACHING, AND SELECTED ORGANIC MICROBIAL NUTRIENTS.

- DIRECTIONS FOR USE: USE 3-OZ PER EACH FOOT DIAMETER OF THE ROOT BALL, OR 3-OZ PER INCH CALIPER. MIX INTO THE BACKFILL WHEN TRANSPLANTING TREES AND SHRUBS. MIX PRODUCT IN A RING-SHAPED VOLUME OF SOIL AROUND THE UPPER PORTION OF THE ROOT BALL, EXTENDING FROM THE SOIL SURFACE TO A DEPTH OF ABOUT 8 INCHES, AND EXTENDING OUT FROM THE ROOT BALL ABOUT 8 INCHES INTO THE BACKFILL APPLY WATER TO SOIL SATURATION.
- MYCOR® TREE SAVER® IS EFFECTIVE FOR ALL TREE AND SHRUB SPECIES EXCEPT RHODODENDRONS, AZALEAS, AND MOUNTAIN LAUREL, WHICH REQUIRE ERICOID MYCORRHIZAE.
- SOIL PH: THE FUNGI IN THIS PRODUCT WERE CHOSEN BASED ON THEIR ABILITY TO SURVIVE AND COLONIZE PLANT ROOTS IN A PH RANGE OF 3 TO 9.
- FUNGICIDES: THE USE OF CERTAIN FUNGICIDES CAN HAVE A DETRIMENTAL EFFECT ON THE INOCULATION PROGRAM. SOIL APPLICATION OF ANY FUNGICIDE IS NOT RECOMMENDED FOR TWO WEEKS AFTER APPLICATION.
- OTHER PESTICIDES: HERBICIDES AND INSECTICIDES DO NOT NORMALLY INTERFERE WITH MYCORRHIZAL FUNGAL DEVELOPMENT, BUT MAY INHIBIT THE GROWTH OF SOME TREE AND SHRUB SPECIES IF NOT USED PROPERLY.

HEALTHY START MACRO TABS 12-8-8

- FERTILIZER TABLETS ARE PLACED IN THE UPPER 4 INCHES OF BACKFILL SOIL WHEN PLANTING TREES AND SHRUBS.
- TABLETS ARE FORMULATED FOR LONG-TERM RELEASE BY SLOW BIODEGRADATION, AND LAST UP TO 2 YEARS AFTER PLANTING. TABLETS CONTAIN 12-8-8 NPK FERTILIZER, AS WELL AS A MINIMUM OF SEVEN PERCENT (7%) HUMIC ACID BY WEIGHT, MICROBIAL NUTRIENTS DERIVED FROM SEA KELP, PROTEIN BYPRODUCTS, AND YUCCA SCHIDIGERA, AND A COMPLEMENT OF BENEFICIAL RHIZOSPHERE BACTERIA. THE STANDARD 21 GRAM TABLET IS SPECIFIED HERE. DIRECTIONS FOR USE: FOR PLANTING BALLED & BURLAPPED (B&B) TREES AND SHRUBS, MEASURE THE THICKNESS OF THE TRUNK, AND USE ABOUT 1 TABLET (21-G) PER HALF-INCH. PLACE THE TABLETS DIRECTLY NEXT TO THE ROOT BALL EVENLY DISTRIBUTED AROUND ITS PERIMETER, AT A DEPTH OF ABOUT 4 INCHES.

IRRIGATION DURING ESTABLISHMENT

SIZE AT PLANTING	IRRIGATION FOR VITALITY	IRRIGATION FOR SURVIVAL
< 2" CALIPER	DAILY FOR TWO WEEKS, EVERY OTHER DAY FOR TWO MONTHS, WEEKLY UNTIL ESTABLISHED	TWO TO THREE TIMES WEEKLY FOR TWO TO THREE MONTHS
2"-4 CALIPER	DAILY FOR ONE MONTH, EVERY OTHER DAY FOR THREE MONTHS, WEEKLY UNTIL ESTABLISHED	TWO TO THREE TIMES WEEKLY FOR THREE TO FOUR MONTHS
4 >" CALIPER	DAILY FOR SIX WEEKS, EVERY OTHER DAY FOR FIVE MONTHS, WEEKLY UNTIL ESTABLISHED	TWICE WEEKLY FOR FOUR TO FIVE MONTHS

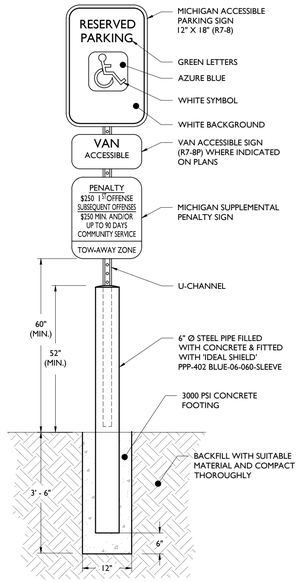
TABLE NOTES:
1. AT EACH IRRIGATION, APPLY TWO TO THREE GALLONS PER INCH TRUNK CALIPER TO THE ROOT BALL SURFACE. APPLY IT IN A MANNER SO ALL WATER SOAKS THE ENTIRE ROOT BALL. DO NOT WATER IF ROOT BALL IS WET/SATURATED ON THE IRRIGATION DAY.

2. WHEN IRRIGATING FOR VITALITY, DELETE DAILY IRRIGATION WHEN PLANTING IN WINTER OR WHEN PLANTING IN COOL CLIMATES. ESTABLISHMENT TAKES THREE TO FOUR MONTHS PER INCH TRUNK CALIPER. NEVER APPLY IRRIGATION IF THE SOIL IS SATURATED.

3. WHEN IRRIGATION FOR SURVIVAL, TREES TAKE MUCH LONGER TO ESTABLISH THAN REGULARLY IRRIGATED TREES. IRRIGATION MAY BE REQUIRED IN THE NORMAL HOT, DRY PORTIONS OF THE FOLLOWING YEAR.

PLANT QUALITY AND HANDLING NOTES:

1. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004) OR LATEST REVISION AS PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
2. IN ALL CASES, BOTANICAL NAMES LISTED WITHIN THE APPROVED OR FINAL PLANT LIST SHALL TAKE PRECEDENCE OVER COMMON NAMES.
3. ALL PLANTS SHALL BE OF SELECTED SPECIMEN QUALITY, EXCEPTIONALLY HEAVY, TIGHTLY KNIT, SO TRAINED OR FAVORED IN THEIR DEVELOPMENT AND APPEARANCE AS TO BE SUPERIOR IN FORM, NUMBER OF BRANCHES, COMPACTNESS AND SYMMETRY. ALL PLANTS SHALL HAVE A NORMAL HABIT OR SOUND, HEALTHY, VIGOROUS PLANTS WITH WELL DEVELOPED ROOT SYSTEM. PLANTS SHALL BE FREE OF DISEASE, INSECT PESTS, EGGS OR LARVAE.
4. PLANTS SHALL NOT BE PRUNED BEFORE DELIVERY. TREES WITH ABRASION OF THE BARK, SUNSCALDS, DISFIGURING KNOTS OR FRESH CUTS OF LIMBS OVER ONE AND ONE-FOURTH INCHES (1-1/4") WHICH HAVE NOT COMPLETELY CALLOUSED SHALL BE REJECTED.
5. ALL PLANTS SHALL BE TYPICAL OF THEIR SPECIES OR VARIETY AND SHALL HAVE A NORMAL HABIT OF GROWTH AND BE LEGIBLY TAGGED WITH THE PROPER NAME AND SIZE.
6. THE ROOT SYSTEM OF EACH PLANT SHALL BE WELL PROVIDED WITH FIBROUS ROOTS. ALL PARTS SHALL BE SOUND, HEALTHY, VIGOROUS, WELL-BRANCHED AND DENSELY FOLIATED WHEN IN LEAF.
7. ALL PLANTS DESIGNATED BALL AND BURLAP (B&B) MUST BE MOVED WITH THE ROOT SYSTEM AS SOLID UNITS WITH BALLS OF EARTH FIRMLY WRAPPED WITH BURLAP. THE DIAMETER AND DEPTH OF THE BALLS OF EARTH MUST BE SUFFICIENT TO ENCOMPASS THE FIBROUS ROOT FEEDING SYSTEMS NECESSARY FOR THE HEALTHY DEVELOPMENT OF THE PLANT. NO PLANT SHALL BE ACCEPTED WHEN THE BALL OF EARTH SURROUNDING ITS ROOTS HAS BEEN BADLY CRACKED OR BROKEN PREPARATORY TO OR DURING THE PROCESS OF PLANTING. THE BALLS SHALL REMAIN INTACT DURING ALL OPERATIONS. ALL PLANTS THAT CANNOT BE PLANTED AT ONCE MUST BE HEELED-IN BY SETTING IN THE GROUND AND COVERING THE BALLS WITH SOIL OR MULCH AND THEN WATERING. HEMP BURLAP AND TWINE IS PREFERABLE TO TREATED. IF TREATED BURLAP IS USED, ALL TWINE IS TO BE CUT FROM AROUND THE TRUNK AND ALL BURLAP IS TO BE REMOVED.
8. PLANTS TRANSPORTED TO THE PROJECT IN OPEN VEHICLES SHALL BE COVERED WITH TARPS OR OTHER SUITABLE COVERS SECURELY FASTENED TO THE BODY OF THE VEHICLE TO PREVENT INJURY TO THE PLANTS. CLOSED VEHICLES SHALL BE ADEQUATELY VENTILATED TO PREVENT OVERHEATING OF THE PLANTS. EVIDENCE OF INADEQUATE PROTECTION FOLLOWING DIGGING, CARELESSNESS WHILE IN TRANSIT OR STORAGE SHALL BE CAUSE FOR REJECTION OF PLANT MATERIAL. ALL PLANTS SHALL BE KEPT MOIST, FRESH, AND PROTECTED. SUCH PROTECTION SHALL ENCOMPASS THE ENTIRE PERIOD DURING WHICH THE PLANTS ARE IN TRANSIT, BEING HANDLED, OR ARE IN TEMPORARY STORAGE.
9. ALL PLANT MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH THE CORRESPONDING LANDSCAPE PLAN AND PLANTING DETAILS.
10. LANDSCAPE CONTRACTOR SHALL MAKE BEST EFFORT TO INSTALL PLANTINGS ON THE SAME DAY AS DELIVERY. IF PLANTS ARE NOT PLANTED IMMEDIATELY ON SITE, PROPER CARE SHALL BE TAKEN TO PLACE THE PLANTINGS IN PARTIAL SHADE WHEN POSSIBLE. THE ROOT BALL SHALL BE KEPT MOIST AT ALL TIMES AND COVERED WITH MOISTENED MULCH OR ADDED WOODCHIPS. PROPER IRRIGATION SHALL BE SUPPLIED SO AS TO NOT ALLOW THE ROOT BALL TO DRY OUT. PLANTINGS SHALL BE UNTIED AND PROPER SPACING SHALL BE ALLOTTED FOR AIR CIRCULATION AND TO PREVENT DISEASE, WILTING, AND LEAF LOSS. PLANTS THAT REMAIN UNPLANTED FOR A PERIOD OF TIME GREATER THAN THREE (3) DAYS SHALL BE HEALED IN WITH TOPSOIL OR MULCH AND WATERED AS REQUIRED TO PRESERVE ROOT MOISTURE.
11. NO PLANT MATERIAL SHALL BE PLANTED IN MUDDY OR FROZEN SOIL.
12. PLANTS WITH INJURED ROOTS OR BRANCHES SHALL BE PRUNED PRIOR TO PLANTING UTILIZING CLEAN, SHARP TOOLS. ONLY DISEASED OR INJURED PLANTS SHALL BE REMOVED.
13. IF ROCK OR OTHER UNDERGROUND OBSTRUCTION IS ENCOUNTERED, THE LANDSCAPE DESIGNER RESERVES THE RIGHT TO RELOCATE OR ENLARGE PLANTING PITS OR DELETE PLANT MATERIAL FROM THE CONTRACT.
14. IF PLANTS ARE PROPOSED WITHIN SIGHT TRIANGLES, TREES SHALL BE LIMBED AND MAINTAINED TO A HEIGHT OF EIGHT FEET (8') ABOVE GRADE, AND SHRUBS, GROUND COVER, PERENNIALS AND ANNUALS SHALL BE MAINTAINED TO A HEIGHT NOT TO EXCEED TWO FEET (2') ABOVE GRADE UNLESS OTHERWISE NOTED OR SPECIFIED BY THE GOVERNING MUNICIPALITY OR AGENCY.
15. INSTALLATION SHALL OCCUR DURING THE FOLLOWING SEASONS:
    PLANTS (MARCH 15 - DECEMBER 15)
    LAWNS (MARCH 15 - JUNE 15 OR SEPTEMBER 1 - DECEMBER 1)
16. THE FOLLOWING TREES ARE SUSCEPTIBLE TO TRANSPL

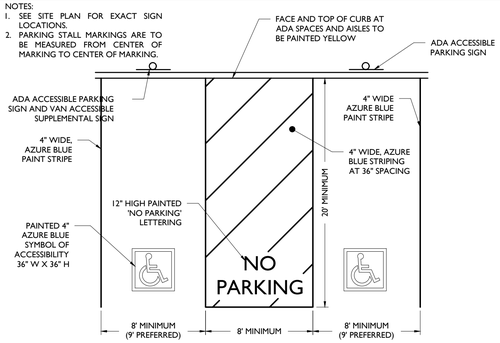


ACCESSIBLE PARKING SIGN WITH BOLLARD DETAIL

NOT TO SCALE

1

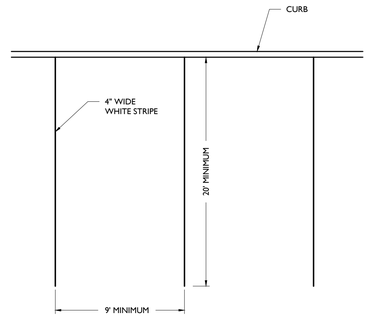
NOTES:
1. SEE SITE PLAN FOR EXACT SIGN LOCATIONS.
2. PARKING STALL MARKINGS ARE TO BE MEASURED FROM CENTER OF MARKING TO CENTER OF MARKING.



ACCESSIBLE PARKING STALL MARKINGS

NOT TO SCALE

2



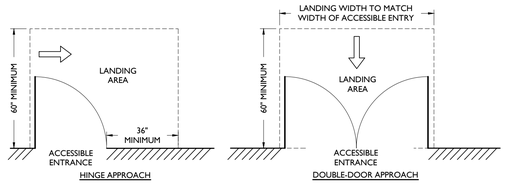
90° PARKING STALL MARKINGS

NOT TO SCALE

3

PAVEMENT STRIPING & MARKINGS NOTES:
1. ALL SIGNING AND STRIPING IN EXISTING CONDITION IN CONFLICT WITH THE PROPOSED DESIGN PLAN SHALL BE REMOVED.
2. ALL PROPOSED SIGNING AND STRIPING SHALL CONFORM TO THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION.
3. PAVEMENT STRIPING AND MARKINGS SHALL BE INSTALLED IN CONFORMANCE WITH ALL APPLICABLE LOCAL, COUNTY AND STATE REQUIREMENTS.
4. UNLESS OTHERWISE SPECIFIED, ALL STRIPING AND MARKINGS IN THE PUBLIC RIGHT-OF-WAY SHALL BE OF THERMOPLASTIC PAINT OR PREFORMED THERMOPLASTIC MARKINGS.
5. UNLESS OTHERWISE SPECIFIED, ON SITE PARKING STALL STRIPING, FIRE LANE STRIPING AND DIRECTIONAL ARROWS SHALL BE EPOXY PAINT. ON SITE STOP BARS, "DO NOT ENTER" BARS, AND ASSOCIATED LETTERING SHALL BE THERMOPLASTIC PAINT OR PREFORMED THERMOPLASTIC MARKINGS.

4

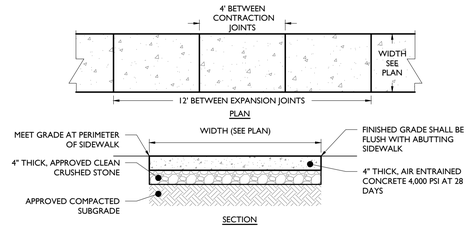


ACCESSIBLE ENTRANCE LANDING DETAIL

NOT TO SCALE

NOTES:
1. MAXIMUM SLOPE ON LANDING SHALL BE 1:50 IN ALL DIRECTIONS
2. DIMENSIONS SHOWN HERE ARE THE MINIMUM DIMENSIONS REQUIRED FOR AN ADA COMPLIANT LANDING AT THE ACCESSIBLE ENTRANCE. REFER TO SITE PLAN FOR SITE SPECIFIC DIMENSIONS THAT MAY SPECIFY A LARGER LANDING AREA.
3. CONTRACTOR SHALL CONTACT THE ENGINEER BEFORE CONSTRUCTION IF THE ACCESSIBLE ENTRANCE ON SITE DOES NOT MATCH THE SCENARIO SHOWN ABOVE.

5

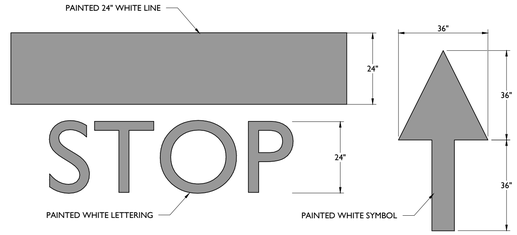


CONCRETE WALKWAY DETAIL

NOT TO SCALE

NOTES:
1. MAXIMUM CROSS SLOPE SHALL BE ¼" PER FOOT.
2. ½" EXPANSION JOINTS SHALL BE PROVIDED AT 12' INTERVALS WITH PRE-MOLDED, BITUMINOUS JOINT FILLER, RECESSED ¼" FROM THE SURFACE.
3. 1" DEEP BY ¼" WIDE, TOOLED CONTRACTION JOINTS SHALL BE PROVIDED AT 4' INTERVALS.
4. EXPANSION JOIN SHALL BE PROVIDED WHERE ADJACENT TO A BUILDING.

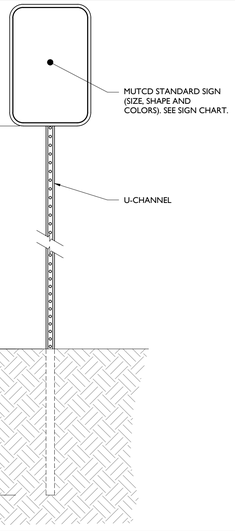
6



STOP BAR & ARROW DETAILS

NOT TO SCALE

7



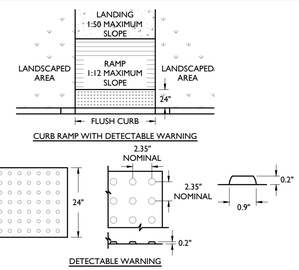
M.U.T.C.D. NUMBER	TEXT	COLOR		SIZE OF SIGN (WIDTH X HEIGHT)	TYPE OF MOUNT
		LEGEND	BACKGROUND		
STOP SIGN (R1-1)	STOP	WHITE	RED	36"x36"	GROUND
DO NOT ENTER (R5-1)	DO NOT ENTER	RED	WHITE	30"x30"	GROUND

NOTES:
1. ALL SIGNS SHALL BE IN ACCORDANCE WITH THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), EXCEPT AS NOTED.
2. ALL SIGNS SHALL BE MOUNTED AS TO NOT OBSTRUCT THE SHAPE OF "STOP" (R1-1) AND "YIELD" (R1-2) SIGNS.

SIGN DETAIL & DATA TABLE

NOT TO SCALE

8

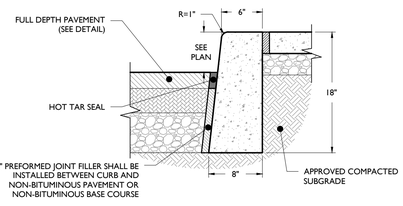


CURB RAMP DETAIL

NOT TO SCALE

NOTES:
1. CROSS SLOPE ON RAMP SHALL NOT EXCEED 2%
2. A FLUSH CURB SHALL HAVE A MINIMUM WIDTH OF 36". SEE PLAN FOR EXACT WIDTH.
3. DOMES SHALL BE ALIGNED ON A SQUARE GRID IN THE PREDOMINANT DIRECTION OF TRAVEL TO PERMIT WHEELS TO ROLL BETWEEN DOMES.
4. VISUAL CONTRAST: THERE SHALL BE A MINIMUM OF 70% CONTRAST IN LIGHT REFLECTANCE BETWEEN THE DETECTABLE WARNING AND AN ADJOINING SURFACE.
5. DETECTABLE WARNING STRIP REQUIRED WHERE RAMP DIRECTS PEDESTRIAN TRAFFIC TOWARDS VEHICLE TRAVEL WAY. WARNING STRIP SHALL BE CAST-IN-PLACE.
6. RAMP SHALL HAVE A MAXIMUM RISE OF 6" WITHOUT A HANDRAIL

9



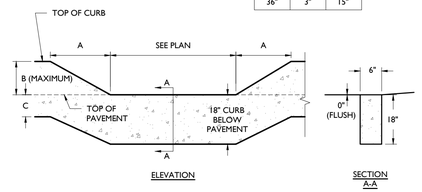
CONCRETE CURB DETAIL

NOT TO SCALE

NOTES:
1. CONCRETE SHALL BE 3500 PSI AT 28 DAYS, AIR-ENTRAINED.
2. TRANSVERSE EXPANSION JOINTS SHALL BE PROVIDED AT 20 FOOT INTERVALS WITH PRE-MOLDED, BITUMINOUS JOINT FILLER, RECESSED ¼" FROM SURFACE.
3. HALF DEPTH CONTRACTION JOINTS SHALL BE PROVIDED AT 10 FOOT INTERVALS.
4. 18" CURB DEPTH SHALL BE MAINTAINED AT DEPRESSED OR FLUSH CURBED AREAS.

10

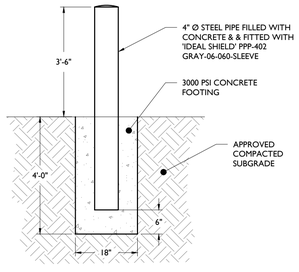
FLUSH CURB DIMENSIONS		
A	B	C
72"	6"	12"
60"	5"	13"
48"	4"	14"
36"	3"	15"



FLUSH CURB DETAIL

NOT TO SCALE

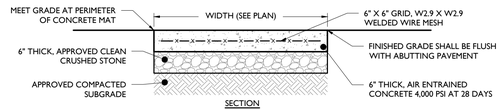
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BOLLARD DETAIL

NOT TO SCALE

12

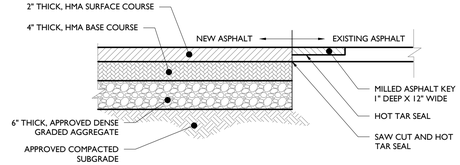


REINFORCED 6" CONCRETE MAT (FOR TRANSFORMER PAD)

NOT TO SCALE

NOTES:
1. ½" EXPANSION JOINTS WITH WATER SEAL SHALL BE PROVIDED AT 12' INTERVALS WITH PRE-MOLDED, BITUMINOUS JOINT FILLER, RECESSED ½" FROM THE SURFACE. LONGITUDINAL REBAR TO BE CUT AT EXPANSION JOINTS.
2. 1" DEEP BY ¼" WIDE, TOOLED CONTRACTION JOINTS SHALL BE PROVIDED AT MID-POINT BETWEEN EXPANSION JOINTS OR 6' INTERVALS MAX.
3. CONCRETE SHALL RECEIVE BROOM FINISH.
4. ALL EXPOSED CORNERS TO HAVE 12" CHAMFER.

13



FULL DEPTH ASPHALT PAVEMENT DETAIL

NOT TO SCALE

NOTE:
HMA MIX AND DENSE GRADED AGGREGATE SHALL CONFORM TO STATE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

14

V:\DET\2020\DET-220084-LL-REAL ESTATE, LLC-(1)\SHI ANN ARBOR TRAIL, PLYMOUTH, MI\CAD\DP\DET-SDP-11-DETS.DWG

ISSUE	DATE	BY	DESCRIPTION
2	01/22/2025	JRC	RESUBMISSION FOR PRELIMINARY PUD APPROVAL
1	04/15/2024	JRC	SUBMISSION FOR PRELIMINARY PUD APPROVAL

NOT APPROVED FOR CONSTRUCTION

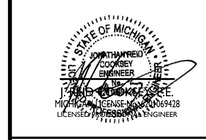
STONEFIELD engineering & design
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Phone 248.247.1115

SITE DEVELOPMENT PLANS

BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN

PROPOSED PLANNED UNIT DEVELOPMENT

PARCEL ID: 49099203232109
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH
WAYNE COUNTY, MICHIGAN

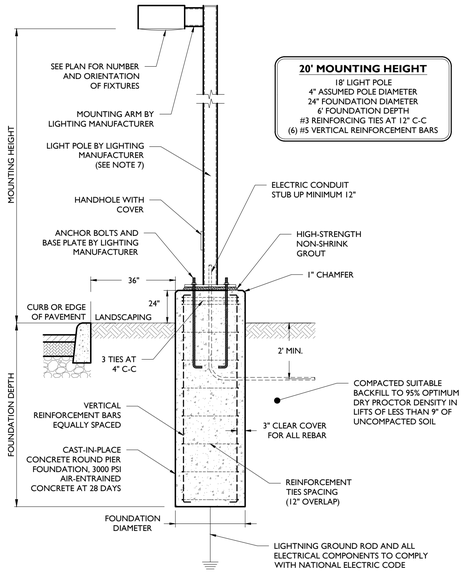


STONEFIELD engineering & design

SCALE: AS SHOWN | PROJECT ID: DET-220084

TITLE: CONSTRUCTION DETAILS

DRAWING: C-10



LIGHT POLE INSTALLATION DETAIL

NOT TO SCALE

NOTES:
1. MINIMUM SOIL BEARING PRESSURE OF 1500 PSF, SOIL FRICTION ANGLE OF 30 DEGREES, AND SOIL DRY UNIT WEIGHT OF 120 PCF SHALL BE CONFIRMED IN THE FIELD BY A QUALIFIED PROFESSIONAL.
2. CAST-IN-PLACE CONCRETE SHALL BE CONSOLIDATED USING VIBRATOR.
3. ALL REBAR TO BE NEW GRADE 60 STEEL.
4. PRE-CAST PIERS ACCEPTABLE UPON WRITTEN APPROVAL OF SHOP DRAWING BY ENGINEER.
5. CONCRETE TO BE INSTALLED A MINIMUM OF 7 DAYS PRIOR TO INSTALLING LIGHT POLE. POURED CONCRETE MIX REQUIRED TO OBTAIN 80% OF DESIGN STRENGTH PRIOR TO INSTALLING LIGHT POLE.
6. CONCRETE SHALL HAVE A MAXIMUM SLUMP OF 4" (WITHIN 1" TOLERANCE).
7. POLE SHALL BE RATED FOR 10 MPH HIGHER THAN MAXIMUM WIND SPEED 33FT ABOVE GROUND FOR THE AREA BASED ON ANSI/ASCE 7-93.
8. POUR TO BE TERMINATED AT A FORM.
9. WORK SHALL CONFORM TO ACI BEST PRACTICES FOR APPROPRIATE TEMPERATURE AND WEATHER CONDITIONS.
10. CONTRACTOR TO TEMPORARILY SUPPORT ADJACENT SOIL AND STRUCTURES DURING EXCAVATION IF REQUIRED.

1

architectural area lighting

PROV2
ARCHITECTURAL AREA/SITE

DATE: LOCATION:
TYPE: PROJECT:
CATALOG #:

FEATURES
- Reliable, uniform, glare free illumination
- Types 1, 2, 3, 4W, 5Q, and 5W distributions
- Amber, 3000K, 4000K, 5000K CCT
- 0-10V dimming ready
- Integral Surge protection: 10k in parallel, 20k in series
- Upgrade Kits

PROVIDENCE®



Providence Medium

3000K and warmer CCTs only

PROV2-36L-510-4K7-4W-HS.IES

PROV2-36L-510-4K7-5W.IES

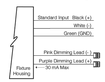
SPECIFICATIONS

CONSTRUCTION
- All housing components aluminum 360 alloy, sealed with continuous silicone rubber gaskets
- Standard configurations do not require a flat lens, optional lenses are tempered glass
- All internal and external hardware is stainless steel
- Finish: fade and abrasion resistant, electrostatically applied, thermally cured, triglycidal isocyanurate (TGIC) polyester powdercoat
- Optical bezel finish to match the luminaire housing

LED/OPTICS
- Optical cartridge system consisting of a die cast heat sink, LED engine, TIR optics, gasket and bezel plate
- Optics are held in place without the use of adhesives
- Molded silicone gasket ensures a weather-proof seal around each individual LED.
- Features individual LED optical control based on high performance TIR optical designs
- House Side Shield is available on Standard and Clear Lens options except any Type 5 distribution. House Side Shield is not available for any distribution using a Diffused Lens

INSTALLATION
- Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury

ELECTRICAL
- Luminaires have UL recognized integral surge protection, and have a surge current rating of 10,000 Amps using the industry standard 8/20uSec wave and surge rating of 372 J
- Drivers are UL recognized with an inrush current maximum of <20.0 Amps maximum at 230VAC
- 100%-1% dimming range. Fixture will be wired for low voltage 0-10V dimming control



- Driver and surge suppressor are mounted to a prewired tray with quick disconnects that may be removed from the gear compartment
- Surge protection: 10,000k in parallel, 20,000k in series

CONTROLS
- Egress adapter(s) will slip over a 4"/100mm DIA. pole with the luminaire or arm slipping over the adapter to add a total of 4.5"/114mm to the overall height. Adapter(s) are prewired, independently rotatable 359°, and have a cast access cover with an integral lens and lanyard

CONTROLS (CONTINUED)
- Egress adapter will require an auxiliary 120 volt supply for operation of an integral MR16 lamp in the event of emergency. The lamp may be aimed and locked into position with an adjustment range of 15°-45°. Adapter will have a socket that accepts miniature bi-pin MR16 lamps up to 50 watts, lamp by others
- Photocell adapter includes a 7-Pin internal twist lock receptacle. Photocell by others

CERTIFICATIONS
- ETL listed under UL 1598 and CSA C22.2 No. 250.0-08 for wet locations
- This product qualifies as a "designated country construction material" per FAR 52.225-11 Buy American-Construction Materials under Trade Agreements effective 5/29/2020

WARRANTY
- 5 year warranty

KEY DATA	
LUMEN RANGE	1,81-9,336
WATTAGE RANGE	31.52–71.6
EFFICACY RANGE (LPW)	44.9–118.9
INPUT CURRENT RANGE (mA)	295–615 mA
WEIGHT	29 lbs / 13.15 kg
EPA	1.33

Current

currentlighting.com/aal

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aal_prov2led_spec_R02

SPECIFICATIONS FOR FIXTURE 'A' & 'B'

NOT TO SCALE

2

architectural area lighting

PROV2
ARCHITECTURAL AREA/SITE

DATE: LOCATION:
TYPE: PROJECT:
CATALOG #:

ORDERING GUIDE

Example: PROV2-36L-325-3K7-4W-BL-SLA1-DF-HS-AD5-UNV

CATALOG #

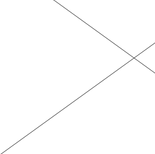
HOUSING

Housing		LED Quantity		Lumen output		CCT/CRI		Distribution		Finish	
PROV2		36L	36 LED	295	450mA Microcore Equivalent	AM8	Amber 595nm Peak [1]	1	Type I	BLS	Black Gloss Smooth
PROV2	Providence Medium 2.0			325	525mA, 4500 Lumens	3K7	3000K, 70 CRI	2	Type II	BLT	Black Matte Textured
				510	510mA, 6500 Lumens	4K7	4000K, 70 CRI	3	Type III	DBS	Dark Bronze Gloss Smooth
				525	700mA Microcore Equivalent	5K7	5000K, 70 CRI	4W	Type V Wide	DBT	Dark Bronze Matte Textured
				615	615mA, 7500 Lumens	Contact factory for options listed below		5Q	Type V Square	GTT	Graphite Matte Textured
						27K8	2700K, 80 CRI	5W	Type V Wide	LGS	Light Grey Gloss Smooth
						80 or 90 CRI for standard color temperatures				LGT	Light Grey Matte Textured
										PSS	Platium Silver Gloss Smooth
										VGT	Verde Green Matte Textured
										WHS	White Gloss Smooth
										WHT	White Matte Textured
										Color Option	
										CC [1]	Custom Color

Mounting		Optional Lens		Options		Mounting Options		Voltage	
Pole Mount		CL	Clear Lens	HS	House Side Shield [4,5]	AD5	Adaptor-5" OD Pole	UNV	120-277V
STND_MNT [4]	Standard Mount	DL	Diffused Lens [3]	PTN	Brass Colored Finish	PCA-C	Photocell Adapter Contemporary		
PT23	3" tenon			SPK	Cast Spikes	PCA-T	Rotatable photocell housing. The housing slips over a 4"/100mm o.d. poles a fixture slips over the 4"/100mm O.D tenon. Includes an internal twist lock receptacle, and an access cover with integral lens and stainless steel tether. Adds 5"/125mm to the overall height of the pole/fixture assembly. Prewire don the load side and line side for easy installation. Photocell by others		
PT3	3" tenon			BPS	Brass Colored Struts				
PT4	4" tenon			SF	Single Fuse (120, 277)				
Arm Mount				DF	Double Fuse (208, 240)				
SLA1	4" pole or tenon								
TRA5U-4	4" pole or tenon								
TRA6U-4	4" pole or tenon								
TRA8U-4	4" pole or tenon								
TRA5S-4	4" pole or tenon								
TRA5U-5	5" pole or tenon								
TRA8U-5	5" pole or tenon								
TRA8U-5	5" pole or tenon								
TRA5S-5	5" pole or tenon								
TRA5S-5	5" pole or tenon								
Wall Mount									
WMA55	Wall Mount								
WMA56	Wall Mount								
Pier Mount									
PMI	Pier Mount 1								
PM2	Pier Mount 2								
PM3	Pier Mount 3								

EPA-C	Egress Adapter Contemporary

DIMENSIONS



Notes:
1. Turtle Friendly
2. Diffused Lens is available only with T3 and T5W distribution
3. House side Shield is available only with T1, T2, T3 and T4W distributions
4. Consult factory for custom color, metrix and corrosive finish options
5. Contact Factory for additional glare shield options
6. Slide over 4" OD Pole

Current

currentlighting.com/aal

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Rev 08/03/23
aal_prov2led_spec_R02

SPECIFICATIONS FOR FIXTURE 'A' & 'B'

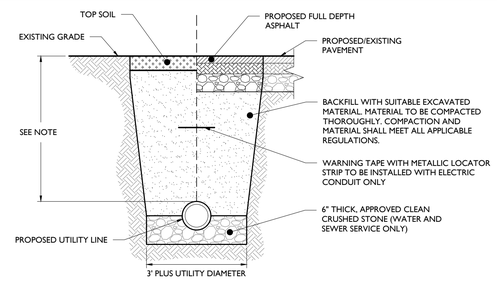
NOT TO SCALE

3

WAYNE COUNTY DPS GENERAL NOTES:

1. ALL WORK WITHIN THE WAYNE COUNTY ROAD RIGHT-OF-WAY (ROW) AND DRAIN EASEMENT SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND GENERAL SPECIFICATIONS, INCLUDING SOIL EROSION AND SEDIMENTATION CONTROL OF THE WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES, AND MDOT 2012 SPECIFICATIONS FOR CONSTRUCTION.
2. THESE PLANS ARE NOT VALID WITHOUT ATTACHMENT OF THE WAYNE COUNTY PERMIT SPECIFICATIONS FOR CONSTRUCTION WITHIN THE ROAD ROW, PARKS, DRAIN EASEMENT OR SANITARY SEWER UNDER JURISDICTION OF THE WAYNE COUNTY (07/01/93) REVISED 12/15/2004
3. CONTRACTOR SHALL CONTACT MISS DIG AT 811 TO IDENTIFY AND FLAG / MARK THE LOCATIONS OF ALL UNDERGROUND UTILITIES AT THE PROPOSED CONSTRUCTION AREAS PRIOR TO START OF CONSTRUCTION, AND SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND UTILITIES, AND RESOLVE ANY CONFLICT BETWEEN THE PROPOSED WORK AND THE EXISTING UNDERGROUND OR ABOVEGROUND UTILITIES.
4. CONTRACTOR SHALL MAINTAIN 18" MINIMUM VERTICAL CLEARANCE AND 3 FEET MINIMUM HORIZONTAL CLEARANCE BETWEEN THE PROPOSED AND EXISTING UTILITIES. ANY PROPOSED UTILITY PERMITTED TO CROSS UNDER THE ROAD OR DRAIN, MUST BE PLACED A MINIMUM OF 7 FEET BELOW THE LOWEST POINT OF THE ROAD, OR 6 FEET BELOW THE DRAIN BOTTOM, OVERHEAD WIRES/CABLES MUST BE INSTALLED 18 FEET MINIMUM ABOVE THE ROAD CENTERLINE. TO RELOCATE ANY UTILITY WITHIN THE ROAD ROW, THE CONTRACTOR SHALL COORDINATE THE RELOCATION WITH THE UTILITY COMPANY AND AS DIRECTED BY THE WAYNE COUNTY ENGINEER.
5. ALL SURVEY MONUMENTS / CORNERS AND BENCH MARKS LOCATED WITHIN THE CONSTRUCTION AREA MUST BE PRESERVED IN ACCORDANCE WITH PUBLIC ACT 74 AS AMENDED (INCLUDING ACT 34, P.A. 2000) AND AS PER WAYNE COUNTY PERMIT RULE 1.5. THE PERMIT HOLDER AND CONTRACTOR SHALL COORDINATE THE WORK WITH A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF MICHIGAN DURING CONSTRUCTION ACTIVITIES FOR THE PURPOSE OF WITNESSING, PRESERVING OR REPLACING SURVEY MONUMENTS AND MONUMENT BOXES.
6. EXPOSURE OF ANY UTILITIES UNDER THE PAVEMENT WILL NOT BE PERMITTED, UNLESS APPROVED BY THE WAYNE COUNTY ENGINEER. PAVEMENT REMOVAL AND REPLACEMENT SHALL BE PERFORMED PER APPLICABLE WAYNE COUNTY STANDARD DETAILS AN AS DIRECTED BY THE WAYNE COUNTY ENGINEER.
7. CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS WITHIN THE WAYNE COUNTY ROAD ROW AND DRAIN EASEMENT WITH 3" TOPSOIL, THM SEED MIX AND MULCH. SLOPES STEEPER THAN 1 ON 3 SHALL BE RESTORED BY PLACING SOD ON 2" TOPSOIL.
8. ALL BACKFILLS UNDER OR WITHIN 3 FEET OF THE PROPOSED OR EXISTING PAVEMENT, CURB OR SIDEWALK SHALL CONFORM TO THE WAYNE COUNTY TRENCH "B" BACKFILL REQUIREMENTS. TRENCH "A" BACKFILL MAY BE USED WITHIN THE ROAD ROW AREAS UNDER CONDITIONS OTHER THAN THOSE SPECIFIED FOR TRENCH "B".
9. CONTRACTOR IS RESPONSIBLE FOR RESTORING OR REPLACING ALL DISTURBED LANDSCAPED AREAS, SPRINKLER SYSTEMS, FENCES, SIGNS, MAIL BOXES, ETC. WITHIN THE WAYNE COUNTY ROAD ROW AND / OR AS DIRECTED BY THE COUNTY ENGINEER.
10. CONTRACTOR SHALL MAINTAIN TWO-WAY TRAFFIC AT ALL TIMES. OTHERWISE, DETOURING TRAFFIC MUST BE PER APPROVED PLANS. ALL SIGNING AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF M.M.U.T.C.D.
11. MAINTAIN A SAFE AND ADEQUATE TRAVEL ROUTE FOR PEDESTRIANS AT ALL TIMES THROUGHOUT THE PROJECT DURATION.
12. TUNNELING, BORING AND JACKING OPERATIONS SHALL BE IN ACCORDANCE WITH THE WAYNE COUNTY SPECIFICATIONS AND DETAILS. BORE PITS SHALL BE PLACED AT MINIMUM 10 FEET FROM THE BACK OF CURB OR EDGE OF PAVEMENT.
13. REMOVE ALL ABANDONED CONDUITS FROM THE COUNTY ROADS ROW OR AS DIRECTED BY THE WAYNE COUNTY ENGINEER.
14. CONTRACTOR SHALL PROVIDE COLD WEATHER PROTECTION FOR ALL PROPOSED CONCRETE WORK (PAVEMENTS, SIDEWALKS, DRIVE APPROACHES, ETC.) AS DIRECTED BY THE WAYNE COUNTY ENGINEER.
15. OVERNIGHT VEHICLE PARKING AND STORAGE OF CONSTRUCTION MATERIALS AND EQUIPMENT'S ARE NOT PERMITTED WITHIN THE WAYNE COUNTY ROADS RIGHTS-OF-WAY.
16. CONTRACTOR SHOULD OBTAIN SOIL EROSION AND SEDIMENTATION CONTROL PERMIT FROM THE WAYNE COUNTY DPS. CONTACT THE WAYNE COUNTY SOIL EROSION OFFICE AT (734) 326-5565, OR THE COMMUNITY HAVING JURISDICTION OVER THE SOIL EROSION PERMIT.
17. CONTRACTOR SHALL NOTIFY THE WAYNE COUNTY TRAFFIC SIGNAL SHOP AT (734) 955-2161 AT LEAST 72 HOURS PRIOR TO START OF WORK AT OR NEAR ANY SIGNALIZED INTERSECTIONS.
18. CONTRACTOR SHALL NOTIFY WAYNE COUNTY 72 HOURS PRIOR TO START OF CONSTRUCTION. CONTACT THE PERMIT OFFICE AT (734) 858-2761.

4



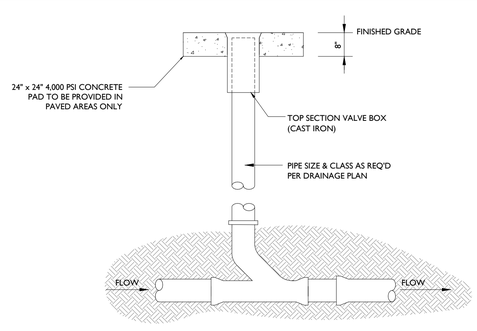
UTILITY TRENCH DETAIL

NOT TO SCALE

NOTE:

MINIMUM PIPE COVER SHALL BE AS FOLLOW:
- ELECTRIC SERVICE - PER APPLICABLE UTILITY AUTHORITY
- GAS SERVICE - PER APPLICABLE UTILITY AUTHORITY
- SEWER SERVICE - 36" MINIMUM
- WATER SERVICE - 48" MINIMUM

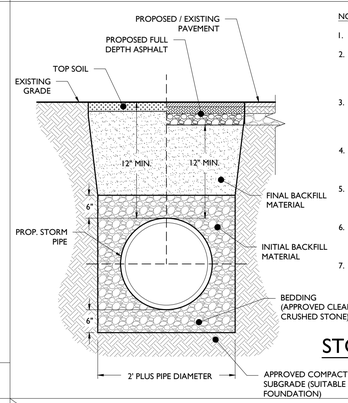
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CLEAN-OUT

NOT TO SCALE

6

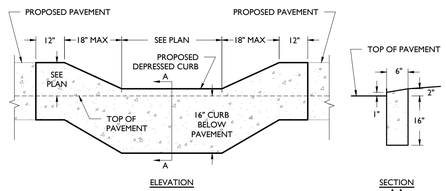


NOTES:
1. ALL PIPE SYSTEM INSTALLATIONS SHALL MEET ALL APPLICABLE STANDARDS AND SPECIFICATIONS.
2. ALL HDPE PIPE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY FLOW APPLICATIONS" (LATEST EDITION).
3. ALL RCP PIPE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM C76-15, "STANDARD SPECIFICATION FOR REINFORCED CONCRETE CULVERT, STORM DRAIN, AND SEWER PIPE" (LATEST EDITION).
4. FOR NON HDPE OR RCP PIPE INSTALLATIONS, CONTRACTOR SHALL INSTALL PIPE IN ACCORDANCE WITH ALL APPLICABLE STANDARDS AND SPECIFICATIONS.
5. WHERE THE TRENCH BOTTOM IS UNSTABLE, CONTRACTOR SHALL PROVIDE SUITABLE BACKFILL MATERIAL AS REQUIRED BY ENGINEER OR PER GEOTECH RECOMMENDATIONS.
6. MINIMUM COVER IN TRAFFIC AREAS IS 12" UP TO 48" DIAMETER PIPE AND 24" FOR 54" - 60" DIAMETER PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TOP OF RIGID PAVEMENT.
7. CONTRACTOR SHALL INSTALL SUITABLE MATERIAL FOR INITIAL AND FINAL BACKFILL. BACKFILL COMPACTION SHOULD MEET ALL APPLICABLE STANDARDS AND SPECIFICATIONS.

STORM TRENCH DETAIL

NOT TO SCALE

7



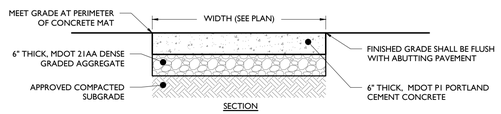
ELEVATION

SECTION A-A

DEPRESSED CURB DETAIL

NOT TO SCALE

8



SECTION

STANDARD DUTY CONCRETE PAVEMENT

NOT TO SCALE

NOTES:
1. ½" EXPANSION JOINTS WITH WATER SEAL SHALL BE PROVIDED AT 12' INTERVALS WITH PRE-MOLDED, BITUMINOUS JOINT FILLER, RECESSED ½" FROM THE SURFACE. LONGITUDINAL REBAR TO BE CUT AT EXPANSION JOINTS.
2. 1" DEEP BY ½" WIDE TOOLED CONTRACTION JOINTS SHALL BE PROVIDED AT MID-POINT BETWEEN EXPANSION JOINTS OR 6' INTERVALS MAX.
3. CONCRETE SHALL RECEIVE BROOM FINISH.
4. ALL EXPOSED CORNERS TO HAVE 12" CHAMFER.

9

ISSUE	DATE	BY	DESCRIPTION
1	04/12/2024	JRC	RESUBMISSION FOR PRELIMINARY PUD APPROVAL
2	01/22/2025	JRC	SUBMISSION FOR PRELIMINARY PUD APPROVAL

NOT APPROVED FOR CONSTRUCTION

STONEFIELD engineering & design
Detroit, MI - New York, NY - Boston, MA
Princeton, NJ - Tampa, FL - Rutherford, NJ
www.stonefieldeng.com
555 S Old Woodward Ave, Suite 12L, Birmingham, MI 48009
Phone 248.247.1115

SITE DEVELOPMENT PLANS

BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN

PROPOSED PLANNED UNIT DEVELOPMENT

PARCEL ID: 49099103232109
I 100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH
WAYNE COUNTY, MICHIGAN

STATE OF MICHIGAN
JONATHAN FRED COOKSEY
ENGINEER
JONATHAN F. COOKSEY, P.E.
MICHIGAN LICENSE NO. 6201069428
LICENSED PROFESSIONAL ENGINEER

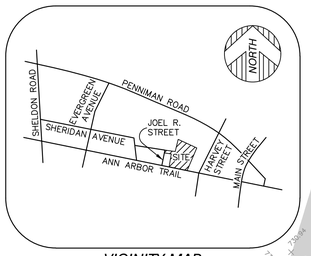
STONEFIELD engineering & design

SCALE: AS SHOWN | PROJECT ID: DET-220084

TITLE: CONSTRUCTION DETAILS

DRAWING: C-11

V:\DET\2022\DET-220084\LL REAL ESTATE, LLC \ 100W ANN ARBOR TRAIL, PLYMOUTH, MI\CAD\DP\DETDP-01.11.DETL.DWG



VICINITY MAP

(NOT TO SCALE)

PARKING

HANDICAP PARKING = 2 STALLS
STANDARD PARKING = 94 STALLS

PARCEL AREA

97,818 SQUARE FEET = 2.25 ACRES

BASIS OF BEARING

SOUTH 77°32'41" EAST, BEING THE NORTHERLY RIGHT OF WAY LINE OF ANN ARBOR TRAIL AS SHOWN IN LIBER 66, PAGE 46 OF PLATS, WAYNE COUNTY RECORDS.

BENCHMARK

TOP OF HYDRANT.
ELEVATION = 734.37' (NAVD 88)

SURVEYOR'S NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES OTHER THAN THE STRUCTURE INVENTORY SHOWN HEREON.

LEGEND

- SET 1/2" REBAR WITH CAP P.S. 47976
- FOUND MONUMENT (AS NOTED)
- 000.00 GROUND POINT
- (R&M) RECORD AND MEASURED DIMENSION
- (R) RECORD DIMENSION
- (M) MEASURED DIMENSION
- TRANSFORMER
- UTILITY POLE
- LIGHT POLE WITH STREET LAMP
- LIGHTPOST/LAMP POST
- FIRE HYDRANT
- WATER VALVE
- BOLLARD
- STORM MANHOLE
- ROUND CATCH BASIN
- SQUARE CATCH BASIN
- CLEANOUT
- SANITARY MANHOLE
- SINGLE POST SIGN
- HANDICAP PARKING
- PARCEL BOUNDARY LINE
- PLATTED LOT LINE
- EASEMENT (AS NOTED)
- BUILDING
- BUILDING OVERHANG
- CURB (AS SHOWN)
- EDGE OF CONCRETE (CONC.)
- EDGE OF ASPHALT (ASPH.)
- FENCE (AS NOTED)
- WALL (AS NOTED)
- OVERHEAD UTILITY LINE
- G GAS LINE
- S SANITARY LINE
- D STORM LINE
- W WATER LINE
- FLOOD LINE
- MINOR CONTOUR LINE
- MAJOR CONTOUR LINE
- BUILDING AREA
- ASPHALT
- CONCRETE

FLOOD NOTE

SUBJECT PARCEL LIES WITHIN:

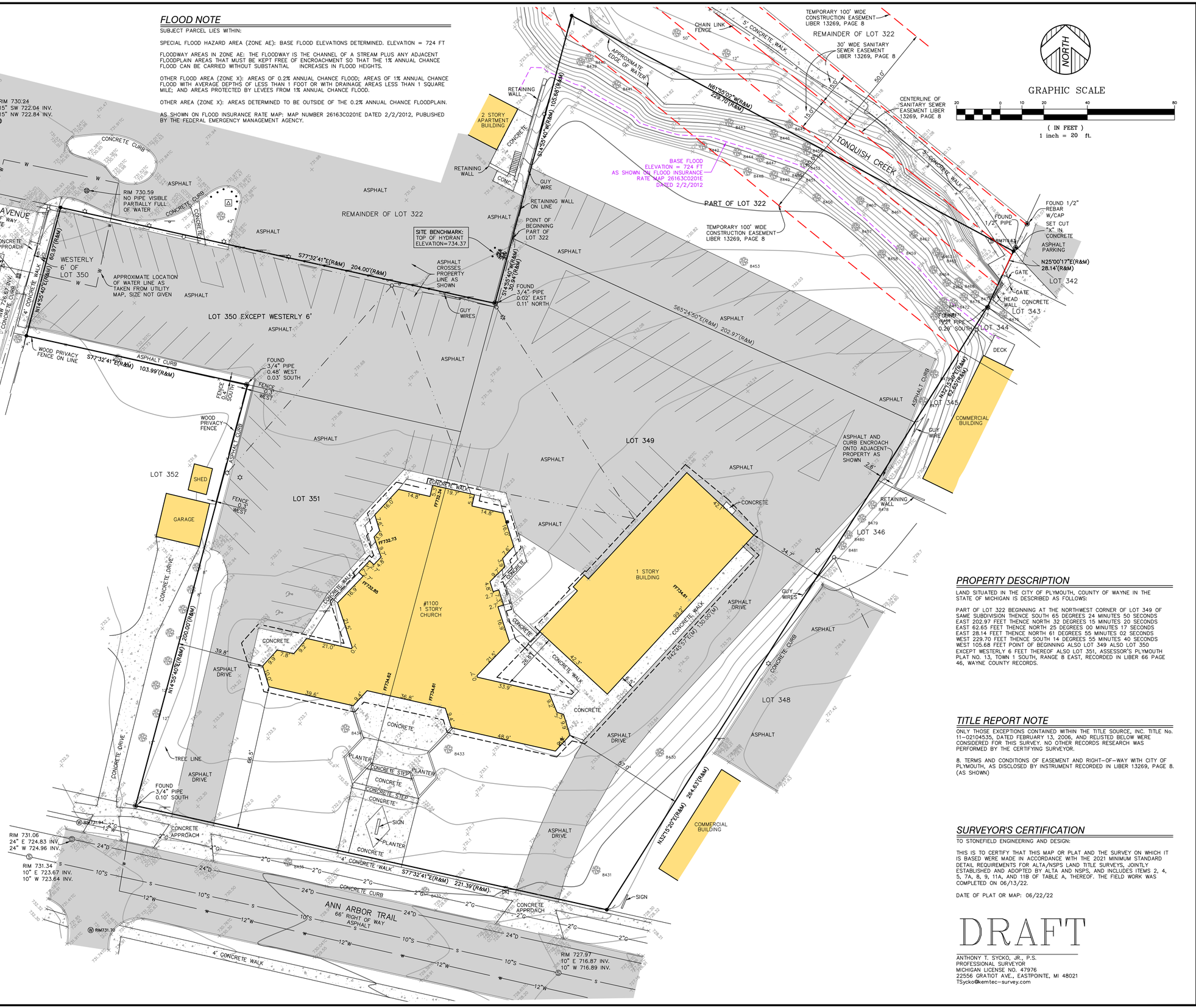
SPECIAL FLOOD HAZARD AREA (ZONE AE): BASE FLOOD ELEVATIONS DETERMINED. ELEVATION = 724 FT

FLOODWAY AREAS IN ZONE AE: THE FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS.

OTHER FLOOD AREA (ZONE X): AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

OTHER AREA (ZONE X): AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

AS SHOWN ON FLOOD INSURANCE RATE MAP: MAP NUMBER 26163C0201E DATED 2/2/2012, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.



PROPERTY DESCRIPTION

LAND SITUATED IN THE CITY OF PLYMOUTH, COUNTY OF WAYNE IN THE STATE OF MICHIGAN IS DESCRIBED AS FOLLOWS:

PART OF LOT 322 BEGINNING AT THE NORTHWEST CORNER OF LOT 349 OF SAME SUBDIVISION THENCE SOUTH 65 DEGREES 24 MINUTES 50 SECONDS EAST 202.97 FEET THENCE NORTH 32 DEGREES 15 MINUTES 20 SECONDS EAST 62.65 FEET THENCE NORTH 25 DEGREES 00 MINUTES 17 SECONDS EAST 28.14 FEET THENCE NORTH 61 DEGREES 55 MINUTES 02 SECONDS WEST 229.70 FEET THENCE SOUTH 14 DEGREES 55 MINUTES 40 SECONDS WEST 105.68 FEET POINT OF BEGINNING ALSO LOT 349 ALSO LOT 350 EXCEPT WESTERLY 6 FEET THEREOF ALSO LOT 351, ASSESSOR'S PLYMOUTH PLAT NO. 13, TOWN 1 SOUTH, RANGE 8 EAST, RECORDED IN LIBER 66 PAGE 46, WAYNE COUNTY RECORDS.

TITLE REPORT NOTE

ONLY THOSE EXCEPTIONS CONTAINED WITHIN THE TITLE SOURCE, INC. TITLE No. 11-02104535, DATED FEBRUARY 13, 2006, AND RELISTED BELOW WERE CONSIDERED FOR THIS SURVEY. NO OTHER RECORDS RESEARCH WAS PERFORMED BY THE CERTIFYING SURVEYOR.

8. TERMS AND CONDITIONS OF EASEMENT AND RIGHT-OF-WAY WITH CITY OF PLYMOUTH, AS DISCLOSED BY INSTRUMENT RECORDED IN LIBER 13269, PAGE 8. (AS SHOWN)

SURVEYOR'S CERTIFICATION

TO STONEFIELD ENGINEERING AND DESIGN:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 4, 5, 7A, 8, 9, 11A, AND 11B OF TABLE A, THEREOF. THE FIELD WORK WAS COMPLETED ON 06/13/22.

DATE OF PLAT OR MAP: 06/22/22

DRAFT

ANTHONY T. SYCKO, JR., P.S.
PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47976
22556 GRATIOT AVE., EASTPOINTE, MI 48021
TSycko@kemtec-survey.com

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PROFESSIONAL ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES
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ALTA / NSPS LAND TITLE SURVEY

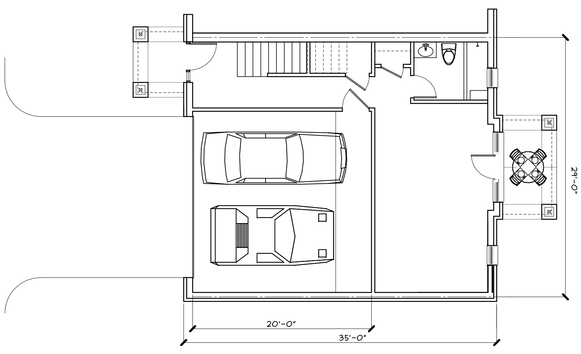
PREPARED FOR: STONEFIELD ENGINEERING AND DESIGN
1100 W. ANN ARBOR TRAIL, PLYMOUTH, MICHIGAN,
PART OF SECTION 27,
TOWN 1 SOUTH, RANGE 8 EAST

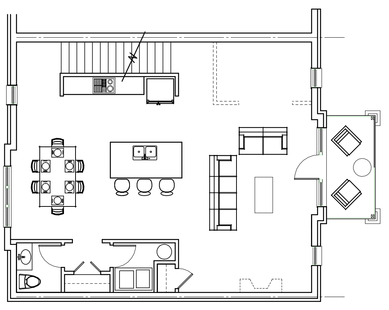
REVISION	DATE	BY	DESCRIPTION

DRAWN BY:	MRJ
CHECKED BY:	MRJ
DATE:	JUNE 22, 2022
PROJECT NO.	22-01402
SCALE:	1" = 20'
DATE	06/22/22
DATE	06/22/22

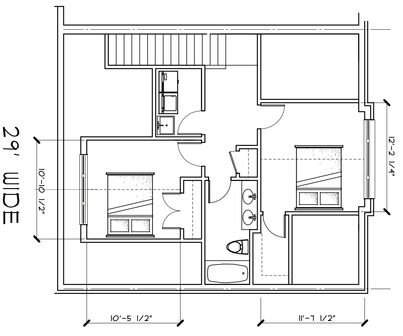
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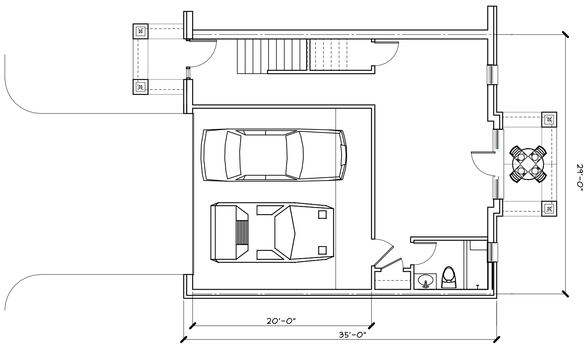
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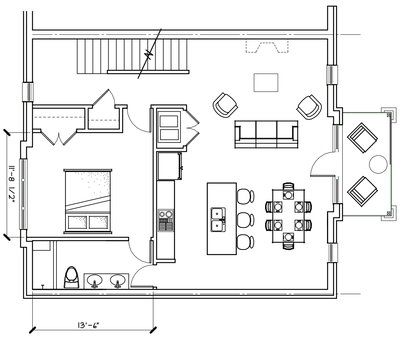




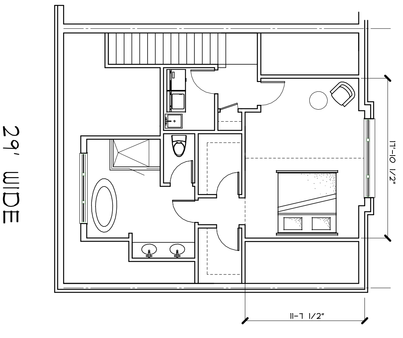
29' WIDE

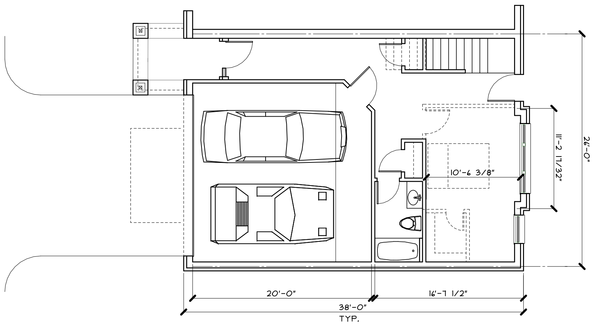


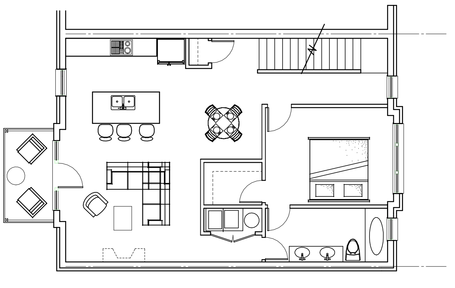




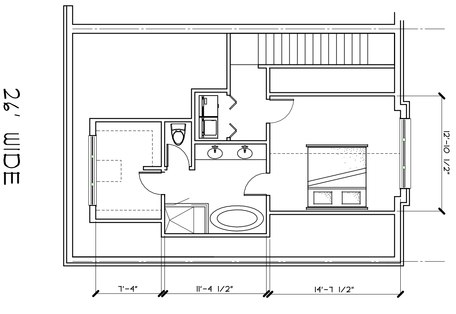
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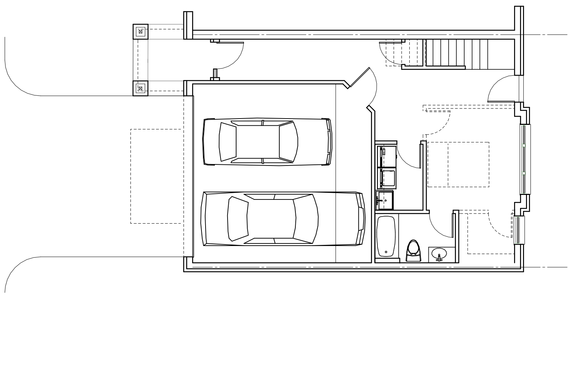


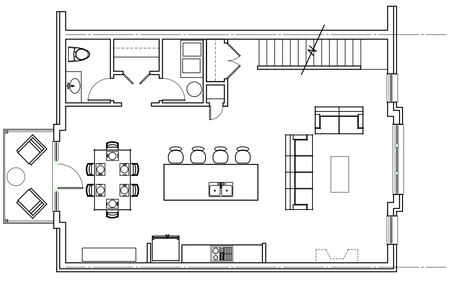




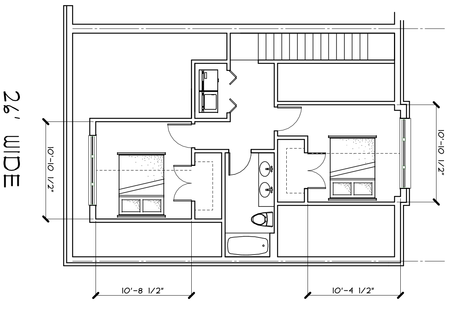
26' WIDE

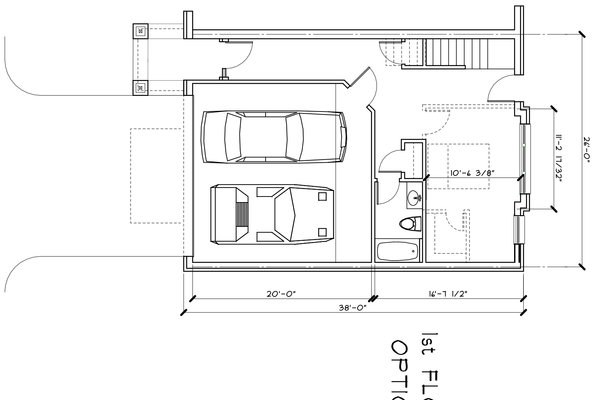


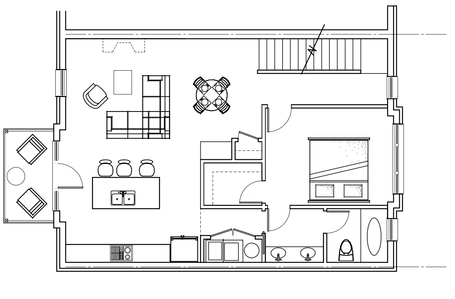




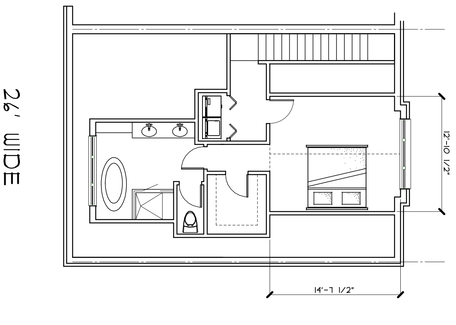
26' WIDE







26' WIDE



1st FLOOR OPTIONS

2nd FLOOR OPTIONS

3rd FLOOR OPTIONS

SCALE: 1/8" = 1'-0"

BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN
FLOOR PLAN OPTIONS

dr: JWE ck'd: JWE app'd: JWE	01-20-25 2-23-24 date	Revisions Submission for Preliminary PUD Approval issued for

consultant

Lindhout Associates
architects aia pc
10465 citation drive, brighton, michigan 48116-9510
www.lindhout.com (810)227-5668 fax:(810)227-5855



29' WIDE - FRONT ELEVATION



26' WIDE - FRONT ELEVATION



29' WIDE - REAR ELEVATION

* ALL FIBER CEMENT TO BE PAINTED. SEE SHEETS A3 & A4 FOR COLORS.

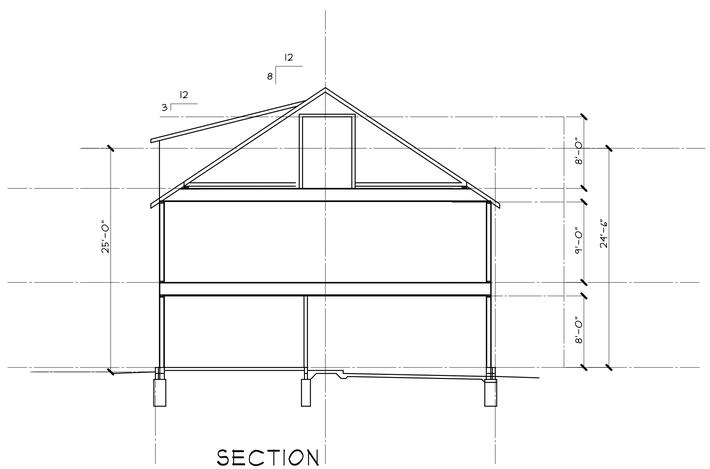
* MATERIALS ARE TYPICAL FOR ALL UNITS.



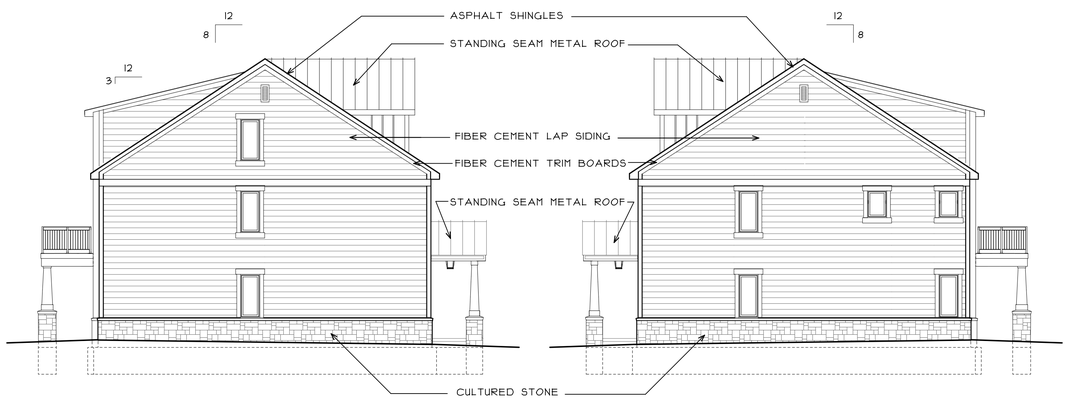
26' WDIE - REAR ELEVATION

* ALL FIBER CEMENT TO BE PAINTED. SEE SHEETS A3 & A4 FOR COLORS.

* MATERIALS ARE TYPICAL FOR ALL UNITS.



SECTION



SIDE ELEVATION

SIDE ELEVATION

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consultant

Revisions
Submission for Preliminary PUD Approval
issued for

01-20-25
2-23-24
date

dr: JWE
ck'd: JWE
app'd: JWE

BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN
ELEVATIONS & SECTION STUDY

A2

24012

1/A2 ELEVATIONS & SECTION

SCALE: 1/8" = 1'-0"

1
A3

RENDERINGS

NOT TO SCALE

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consultant

Revisions
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app'd: JWE
01-20-25
2-23-24
date

BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN
RENDERINGS

A3

24012









1
A4 RENDERINGS

NOT TO SCALE

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		01-20-25
		2-23-24
		date

BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN
RENDERINGS

A4
24012

BROOKSIDE VILLAGE

PLYMOUTH MICHIGAN

STREETSIDE CONDO HOMES – DESIGN CRITERIA

The three stand-alone homes to be located directly along Ann Arbor Trail, will not become finally designed until a later date to allow for buyer input where possible. In lieu of providing a specific design at this time, we pledge that the eventual design will take design ques from the rich and varied Architecture in the quaint surrounding Plymouth neighborhoods. Assorted images on this sheet provide the design ques for what these final designs will be based on. Specific descriptions of what design characteristics these homes will contain include:

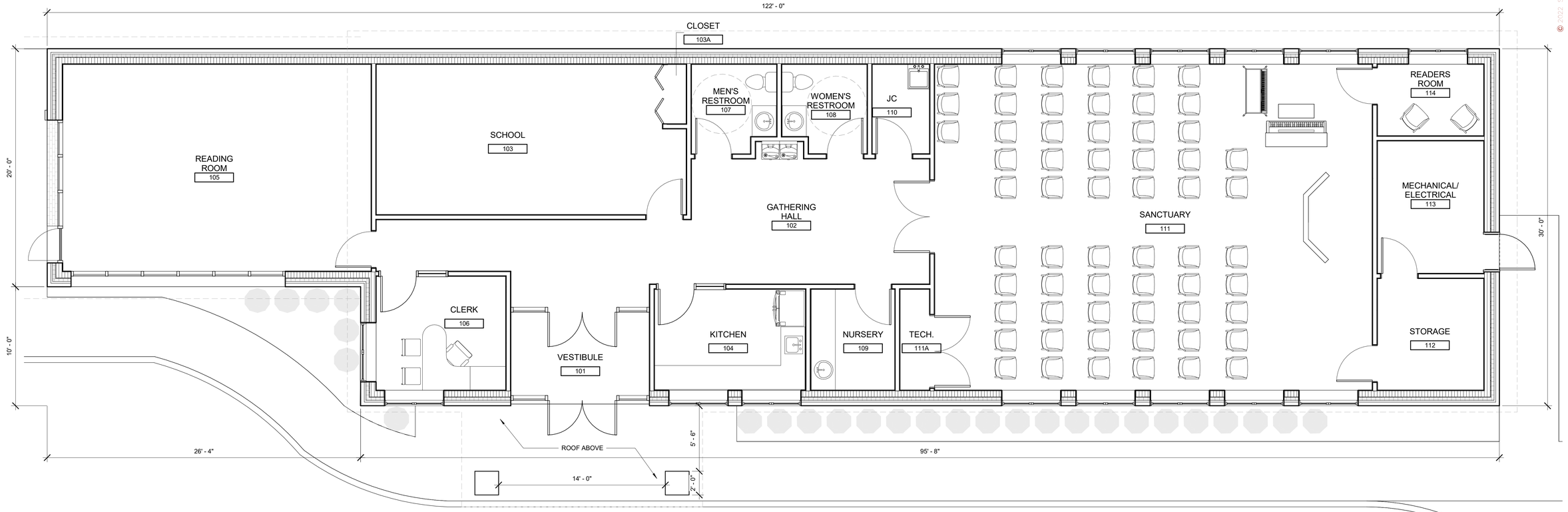
- All units will have attached garages that are accessed from the rear of the unit, not Ann Arbor Tr.
- All units will be in conformance with the setbacks and spacings as shown on the site plan.
- All units will adhere to the ordinance building heights.
- All units will have some version of a covered porch
- The detailing of the elevations will follow traditional Architectural styling utilizing gables, ornamental railings, decorative trim consistent with Victorian, Modern Farmhouse, Craftsman or similar styles like the images represented on this sheet.
- Streetside Landscaping shall be enhanced and attractive.
- All materials utilized shall be high quality, low maintenance and in conformance to ordinance guidelines.

In essence, these 3 homes will appear as if they have been part of this neighborhood for many years.





SITE PLAN AT STREETSIDE HOMES



1 | ARCHITECTURAL FLOOR PLAN

© 2022 Sticky White Architects

FIRST CHURCH OF CHRIST SCIENTIST

2023.033

FIRST CHURCH OF CHRIST SCIENTIST
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH, MI

Drawn by : JML
Checked by : ARR

ARCHITECTURAL FLOOR PLAN

CH101

© 2022 Stucky Vitale Architects



1 | PERSPECTIVE RENDER A

FIRST CHURCH OF CHRIST SCIENTIST

2023.033

FIRST CHURCH OF CHRIST SCIENTIST
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH, MI

Drawn by : JML
Checked by : ARR

CONCEPTUAL RENDER

AR102

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1 | PERSPECTIVE RENDER B

SVA

2023.033

FIRST CHURCH OF CHRIST SCIENTIST
1100 WEST ANN ARBOR TRAIL
CITY OF PLYMOUTH, MI

Drawn by : JML
Checked by : ARR

CONCEPTUAL RENDER

FIRST CHURCH OF CHRIST SCIENTIST

AR103

CHAMPION DEVELOPMENT GROUP

BROOKSIDE VILLAGE

PLYMOUTH MICHIGAN

FIRST CHURCH OF CHRIST, SCIENTIST, PLYMOUTH

January 22, 2025

Ms. Greta Bolhuis /
Plymouth Planning Commission
City of Plymouth, Michigan
201 S. Main
Plymouth, MI 48170

Subject: **Updated PUD Submission**
Proposed Brookside Village Development
1100 W Ann Arbor Trail

Ms. Bolhuis and the Planning Commission,

We are pleased to be submitting a significant update to the previously submitted Brookside Village PUD proposal at the 1100 W Ann Arbor Trail property. The contents of this submission include:

DOCUMENTS

- **Project Narrative & Public Benefits**
- **Ordinance Section 78-313 Narrative Response**
- **Trip Generation Analysis - (Fleis & Vandenbrink Consultants)**
- **Tonquish Creek Corridor Restoration Master Plan - (ECT Consultants)**
- **Tonquish Creek Slope Stabilization (ECT Consultants)**
- **Draft Condominium Documents**

DRAWINGS

Site / Civil

C-1	COVER SHEET
C-2	DEMOLITION PLAN
C-3	SITE PLAN
C-4	GRADING PLAN
C-5	STORMWATER MANAGEMENT PLAN
C-6	UTILITY PLAN
C-7	LIGHTING PLAN
C-8	LANDSCAPING PLAN
C-9	LANDSCAPING NOTES & DETAILS
C-10	CONSTRUCTION DETAILS
C-11	CONSTRUCTION DETAILS
1	ALTA / TOPO Survey

Architectural – Townhouse Residential Condominium

A-1	FLOOR PLAN OPTIONS
A-2	ELEVATIONS & SECTION STUDY
A-3	RENDERINGS
A-4	RENDERINGS STREETSIDE CONDO HOMES-DESIGN CRITERIA

Architectural – Church and General

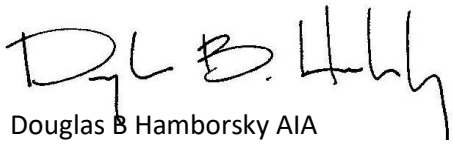
CH101	FLOOR PLAN (Church)
CH301	EXTERIOR ELEVATIONS (Church)
CH302	EXTERIOR ELEVATIONS (Church)

As you will see from your review, the design and scope of this submission is very similar to the previous version from May, 2024. The primary differences for this scope as compared to the most recent version revolve around the following items:

- We are proposing to **ELLIMINATE** the car access of the new Church parking lot to Sheridan Street. (This will fully address any traffic concerns previously raised by the Sheridan neighbors.)
- We have maintained the project density to **20 units** (17 Townhouses + 3 Stand Alone units) as previously proposed.
- We have adjusted the proposed **Public Benefits** based on feedback from the most recent PC meeting.

We understand that we may be able to appear at the **February 12** Planning Commission meeting. We greatly look forward to being able to move this project forward at that meeting. Should you have any questions, please do not hesitate to contact us.

Regards,



Douglas B Hamborsky AIA
Director of Design and Construction
Champion Development Group

Hamgroup2@gmail.com
313-282-6432

Memorandum

To:	Greta Bolhuis, Planning & Community Development Director Adam Gerlach, Assistant Director of Utilities
From:	Shawn Keough, PE, Wade Trim
Date:	February 6, 2025
Subject:	PUD Review for First Church of Christ, Scientist 1100 W Ann Arbor Trail, City of Plymouth

We have reviewed the plans provided to Wade Trim on January 27, 2025, by the City of Plymouth. The PUD submittal set consists of 115 pages of written text, pictures, exhibits, draft master deed and plans. Our review focused primarily on the plans, with specific attention to the overall plan (sheet C-3), the storm water management plan (sheet C-5) and the utility plan (sheet C-6).

We offer the following comments for the Planning Commission consideration:

Public Sanitary Sewer

1. There is a 10-inch sanitary sewer on Ann Arbor Trail that is available for connection from the site to the City's public sanitary sewer. A new manhole will need to be constructed over the existing 10-inch sanitary sewer. Since the public sanitary sewer is located down the middle of Ann Arbor Trail, the connection work will likely require a temporary shut down of this section of Ann Arbor Trail.
2. The proposed site plan proposes to install a new 8-inch sanitary sewer between two of the proposed townhomes that are adjacent to Ann Arbor Trail. This is a poor location for public sanitary sewer. While the applicant has indicated that they would grant a public easement over the location of the proposed sanitary sewer, this location is not a desirable location for the City to provide long term maintenance. It is simply too close to the proposed townhomes and not in an accessible location.
3. We recommend that the sanitary sewer enter the site at a location under the proposed access driveway off of Ann Arbor Trail.
4. The minimum size public sanitary sewer is 10-inch in diameter.
5. We also recommend a minimum of 12-feet for the width of the sanitary sewer easement.
6. A Part 41 permit from the State of Michigan Department of Environment, Great Lakes & Energy (EGLE) for new sanitary sewer construction will be required.

Public Water Supply

1. There is a 12-inch water main along Ann Arbor Trail that is available for the site to connect to for public water. There is also public water main available at the corner of Joel and Sheridan, where the city recently installed a new gate valve & well for this property to connect.
2. Similar to the proposed sanitary sewer, the current site plan proposes an 8-inch water main entering the site from Ann Arbor Trail between two of the proposed townhomes. This is a poor location for the proposed water main.
3. We agree that the project should loop the water main and have two connections – one at Ann Arbor Trail and the other at Joel and Sheridan.
4. We recommend that the plan be revised so that the proposed 8-inch water main connects to the new gate, valve and well at Joel and Sheridan. We further recommend that the new water main follows along the north edge of the property (adjacent to Tonquish Creek Manor) in such a manner that the water main easement runs along the north property line. This will allow the city the opportunity to access this public main in the future with minimal disruption.
5. For the connection to/from Ann Arbor Trail, we recommend that the water main runs along the east property line until just north of the first set of townhomes. We agree that the water main needs to run between the two garage areas of the townhomes as part of connecting through the project site.
6. It is our understanding that the City's Department of Municipal Services prefers one larger (2-inch perhaps) water service into each multi-unit building rather than multiple individual water services to each townhome.
7. A permit from EGLE for new water system construction will be required for the new water main.

Storm Water Management Comments

1. The plans propose an underground storm water detention area in the southwest corner of the property.
2. The current storm water management plan has the storm water discharging to the city's storm sewer on Ann Arbor Trail.
3. The Tonquish Creek passes by/through the northern edge of this property. As part of the project, easements should be granted to provide adequate access for future maintenance of Tonquish Creek.
4. We reserve the right to provide further review of the proposed storm water management system once the location of the other public utilities has been finalized.

Site Access and Circulation Concerns

1. We are aware that the general public has indicated that they do not want an access driveway off of Joel Street at the Sheridan intersection. We would like to offer some additional thoughts on this topic from the perspective of public safety and general traffic mobility. From our perspective, we believe that there should be two access driveways into this future site.
2. First, from a public safety perspective, the additional driveway would be very beneficial if there was ever a fire on the proposed property. We believe that the fire department would want to connect their hose to multiple hydrants to draw water to fight the fire. Access to the hydrant at Joel and Sheridan would prove difficult without an access driveway on that part of the project.

3. From a general traffic mobility perspective, if the project only has one entrance, it will mean more left turns from east bound Ann Arbor Trail into the proposed development. Ann Arbor Trail is not wide enough in this area for a car to go around a vehicle turning left into the proposed site, which may cause unnecessary delays along this major city street. Having a second access to the site means there will be a better disbursement of traffic to and from the site.
4. Within the site, there is a proposed drop off zone in front of the future church building. With only one entrance off of Ann Arbor Trail, all cars that plan to use the drop off zone will be required to enter the site and drive all the way through the site in order to position their vehicle at the drop off point. And then depending on how far south they pull up to drop someone off, the vehicle may have to leave the site in order to re-enter the site to park.

General Comments

1. The public sidewalk on Ann Arbor Trail should continue through the proposed drive approach.
2. It appears that there will be a significant amount of dirt removed from the site. The proposed finished floor elevations of the townhomes are approximately 2 to 3 feet lower than existing ground elevations.

We trust that these comments are helpful to the city and the Planning Commission as you review this development. At this time, we do not recommend approval of this plan due to the poor location of the proposed public utilities and the poor site circulation/limited access that is provided. Please feel free to contact us at any time with questions. We appreciate the opportunity to assist the City of Plymouth on this plan review.

Cc: John Buzuvis, Economic Development Manager
Chris Porman, Director of Municipal Services

Carlisle | Wortman
ASSOCIATES, INC.
117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Date: July 31, 2023
Rev.: March 6, 2024
Rev.: April 29, 2024
Rev.: February 5, 2025

Planned Unit Development
For
City of Plymouth, Michigan

GENERAL INFORMATION

Applicant: Champion Development Group
LL Real Estate, LLC
5000 E. Grand River
Howell, MI 48843

Project Name: Brookside Village-Christian Science PUD Development

Plan Date: Engineered Site Plans: January 22, 2025
Architectural Plans: January 20, 2025
Architectural Plans (Church): Modified but not dated

Location: 1100 West Ann Arbor Trail

Zoning: R-1, Single-Family Residential District

Action Requested: Preliminary PUD Approval

PROJECT DESCRIPTION

The applicant is proposing a Planned Unit Development (PUD) on this site, including a small worship building for the current property owner, Christian Science of Plymouth, renovation of the existing parking for this use, and 20 condominium units on the remainder of the site. The plans have been revised several times. The original formal proposal included 30 units, then the plans were revised down to 24 units, with the current set of plans proposing 20 units.

Three (3) condominium units along E. Ann Arbor Trail will be in the style of a single-family home, while the remaining 17 units will be designed as attached townhomes. The project is also proposing to install 500-lineal feet of 8-foot-wide aggregate trail along Tonquish Creek, between Tonquish Creek Manor west to McKinley St. Additional improvements to the Tonquish Creek trail are also proposed behind Tonquish Creek Manor, and creekbank restoration is proposed along the stream that abuts this project.

The applicants appeared before the Planning Commission at their March 8 and April 12, 2023, meetings to present their concepts and receive input. They discussed a formal submission with the Commissioners at their August 8, 2023, meeting and the May 8, 2024, meeting. They are returning with a revised plan for formal Preliminary PUD review.

An aerial of the proposed project area is shown below.

Figure 1. Subject Site



Source: Near Maps (Image Capture June 17, 2023)

At the May 2024 Planning Commission meeting, the minutes reflect that the Commissioners discussed the PUD application and brought up the following points, as listed in the minutes of this meeting:

- The reduced density was appropriate.
- The public benefit was inadequate – the pocket parks seemed more like landscaping, Tonquish Creek plan didn't include specific work to be performed.
- Some were concerned with additional traffic and related safety, one pointed out that traffic was not an issue at the multi-family units at Union and Hamilton, a larger complex.
- Greenspace and other impervious surfaces were inadequate.
- Concerns about the length of the wall along the West property line.
- The placement was awkward in a transitional property, particularly when considering the potential future form-based codes.
- The traffic study was actually a trip generation study.

- The city did not need property deeded to it because there is already an easement.
- The stairs were too steep and would have to be maintained by the city.
- The property was undersized for a church, per existing ordinance requirements.

In comparing the most recent set of plans with the previous submission, we have identified the following changes. The headings (in bold text) describe the topic covered by the change and also relate the change to the Commissioner's comments in the May 2024 meeting.

1) **Public Benefits**: The project now proposes to construct 500 lineal feet of 8-foot-wide aggregate trail along Tonquish Creek, between Tonquish Creek Manor west to McKinley St. Two new benches and one new light pole are proposed within this portion of the trail.
2) **Traffic**: The existing vehicular driveway from the northern church parking lot to Joel R./Sheridan Ave. has been closed off. The proposed project will not allow vehicles to leave the site via Joel R./Sheridan Ave.
3) **Greenspace**: The pocket park in front of the church building now includes a pergola structure (shown on building elevations). The new developed pocket park behind Tonquish Creek Manor has been removed from the plan (however, this will help to preserve existing trees that were slated for removal to build the new pocket park).
4) **Church West Wall**: The length of this wall has not changed, but building floor plans now show 6 windows in this wall (compared to the previous plans that showed 15 windows). An evergreen screen is proposed along the portion of the west wall without windows.
5) **Deeded Property**: The proposed property deeded to city has been removed from plans, given the existing easement.
6) **Stairway**: The proposed concrete stairway down to Tonquish Creek Trail has been removed from the plans.
7) **Streetside Condominium Building Architecture:** The most recent submission states that the style of these units will not be finally designed until a later date to allow for buyer input where possible. See our comments of this proposal on Page 11 of this review.

We have considered the comments made by Commissioners at the last meeting, and how the revised plan addresses them, throughout this review.

PUD PROCESS AND PLAN REQUIREMENTS

According to Section 78-314 of the Zoning Ordinance and the prescribed PUD procedures for review, the applicant attended several pre-application conferences with City staff, the most recent in June 2023. A formal application has been submitted and includes the transmittal of preliminary PUD plans/site plans.

The requirements of a preliminary site plan submission that accompany a PUD plan (Sec. 78-314) include the following information. We included this list in our previous review and show any new comments in *italics*.

1. The ordinance requires a narrative report to accompany the site plan explaining the manner in which the PUD criteria (Sec. 78-313) has been met. A narrative has been included with the submission that addresses some of the PUD criteria but doesn't address all of the criteria. **The narrative should list the criteria in the ordinance (Section 78-311(c)) and respond to each.**

   CWA Comments: The applicant has submitted responses to each PUD criteria.

2. The ordinance also requires the developer to provide an explanation of why the submitted PUD is superior to a plan which could have been prepared under strict adherence to related sections of the Zoning Ordinance. This needs to be provided and could be included in the narrative responding to the PUD criteria.

   <u>CWA Comments</u>: *The materials in this submission do not include a direct explanation of why the submitted PUD is superior to a plan under strict adherence to the Zoning Ordinance (or the underlying R-1, Single Family Residential District). However, in the May 2024 submission, page 7 of the "Project Update Narrative" (dated April 17, 2024), includes a paragraph on the R-1, Single-Family Lot Concept. The conclusion of this paragraph is: "…with the market cost of the land combined with high construction costs, there was simply no way to realize a profitable development of single-family homes for this property….Simply put, there is no way to sell single family homes on tiny lots for the price needed to cover the project costs." The paragraph also illustrates that the land occupied by the proposed townhomes could accommodate 7 single-family lots that meet the minimum lot width and lot size requirements of the R-1 zoning district. This statement is repeated in the current submission on Page 10 of 11, item 5 (document titled "Project Narrative & Public Benefits).*

3. Description of how the project implementation will be phased in, if at all, should be provided.

   <u>CWA Comments:</u> Page 9 of 11 in the document titled "Project Update Narrative" (dated January 2025) describes the construction phasing, to be based on sales pace and activity. It describes the phases as follows:

   a. *Phase 1:* *Site grading, internal roads, parking, utilities, church building, three stand-alone condominium buildings fronting Ann Arbor Trail, townhome building along east property line.*
   b. *Future Phases:* *Other townhome buildings to match sales activity*

Note that the Planning Commission may request additional information needed to assist in determining the appropriateness of the PUD.

***Items to be Addressed**: None.*

PUD CRITERIA

Section 78-311(c) of the Zoning Ordinance establishes PUD criteria which determine the overall eligibility for a Planned Unit Development. The project must demonstrate that they meet all of these criteria to be entitled to PUD treatment. The criteria are provided below, with our comments after each.

(1) Grant of the planned unit development will result in one (1) of the following:

a. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations;

CWA Comment:

- **Preservation of House of Worship.** The existing property owner, Christan Science Church, has no need for the existing large building on site given the size of their current congregation. The proposed redevelopment will provide this group with a building that meets their current needs and allow them to stay in the City of Plymouth.

  The planning profession generally considers houses of worship "quasi-public" facilities because they are used by the broader community. Houses of worship often open their doors to other, secular groups (AA, Girl/Boy Scouts, community theater/choruses, etc.), providing meeting and performances spaces. For these reasons, we also consider preservation of a house of worship on this site to provide a public benefit.

- **Alternative Housing Type.** The project offers a housing type other than single-family homes. According to the Southeast Michigan Council of Governments (SEMCOG) and the 2021 American Community Survey, Plymouth's housing stock is 60% single-family homes, and 40% multi-unit housing. (Sixty-two percent of the multi-family units are owner-occupied.) The population of Plymouth is also aging. Since 2010, the average age of Plymouth residents has changed from 39.2 to 45.7 years. Also, the number of residents aged 55 and older has increased from 26% of the City's population in 2010 to 32% of the population in 2021. People in this age bracket are often downsizing and looking for housing opportunities that require less maintenance. This project provides an alternative to a single-family house for aging Plymouth residents.

- The project narrative describes other benefits that this project offers. Note that the ordinance defines "benefit" in the PUD section as follows: "…*where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations*." Therefore, we haven't included the full list of benefits listed by the applicant because some would be achieved by <u>*any*</u> redevelopment of this site. The benefits (that meet the ordinance definition) offered by the project that wouldn't be achieved without application of a PUD include:
  1. **Shared parking for the adjacent Tonquish Creek Manor operations**. The narrative states that the northerly parking lot has been designed to provide more parking spaces than needed by the church, and that: "*This produces additional parking spaces that can be shared in some fashion going forward. Specific neighbors and use arrangements will be defined over time*." Required parking for the church is 32 spaces; the plans show 43 spaces, for an excess of 11 spaces. At the May 2024 meeting, the church presented a "Shared Parking Plan Letter of Intent." (See attached) We have the following comments:

A. Is this letter of intent still being offered? If so, we would consider the shared parking to be a public benefit, because this letter defines the way the parking will be shared, and with whom. If the Planning Commission agrees, we recommend any Preliminary PUD Plan approval be conditioned upon the applicant providing signed agreements with Tonquish Creek Manor and Covington Dental at the Final PUD Plan stage.
B. If the Shared Parking Plan Letter of Intent is no longer still being offered, we consider this an "idea," but not fleshed out enough to be a public benefit, as there are no details about whether the shared parking will ever be implemented.

2. **Work associated with Tonquish Creek streambank and trail improvements**:
   i. **Tonquish Creek Corridor Restoration Master Plan & Aggregate Pathway**. The materials include a "*Tonquish Creek Corridor Restoration Master Plan*." This document provides a preliminary assessment of approximately 1,900 lineal feet of the creek corridor, and provides general recommendations on how to address streambank and streambed issues. We believe this assessment is unlikely to have been provided with a straight site plan.

   One change in this submission is that the applicant will construct approximately 500 lineal feet of pathway along Tonquish Creek (between Tonquish Creek Manor west to McKinley St.). Currently, the existing pathway is difficult to use, given the poor condition of boardwalks, debris, barriers, and lack of a safe walking surface. This project will double the length of the usable trail. The plan could also be used by the City or other authorities to seek funding and grants so that the City can perform other action items identified in the plan.
   ii. **Restore 230 feet of creek slopes abutting proposed project.** Plans titled "*Tonquish Creek Slope Stabilization Project at Brookside Village*" show bank restoration activities on the north side of the development (south side of creek). However, these plans show that much of this work will be on property owned by the City of Plymouth. The property lines on these plans compared to the property lines on the site plans are significantly different. While we believe most of this work will occur on the applicant's property, we would recommend that the Planning Commission condition any Preliminary PUD approval, if granted, on the applicant resolving these differences.

   The narrative states that the developer will perform a complete restoration of the creek banks along their northern property line. The work will include removal of invasive species and dead trees, removal of debris and broken concrete, trimming healthy trees, and planting native shrubs and herbaceous plants to fill in and stabilize the bank.

   We have the following comments:
   - The applicant understands that any work within the streambed itself will require an Inland Lakes and Streams Permit from the Michigan Department of Energy, Great Lakes and Environment (EGLE).
   - This set of plans shows restoration activities prepared by ECT, an organization with experience in ecological restoration. If this project moves forward, we recommend that the Planning Commission condition any Preliminary PUD plan approval, if granted, on the Final PUD Plans providing the following:

a. More information, including (but not limited to), tree survey information about existing trees and those slated for removal, proposed shrub species, species in Native Slope Stabilization Mix, and a description of the activities necessary to ensure the new plantings become established and the maintenance activities necessary to ensure the plantings are not overrun by invasive species.
b. The applicant has characterized this work as an ecological benefit. We would agree, but to be such, the implementation of the work needs to be conducted by ecological restoration professionals. A note will need to be added to the Final PUD Plans that the work along the creekbank must be conducted by professionals with demonstrated experience in streambank restoration work.

iii. **Tonquish Creek Trail Improvements at Tonquish Creek Manor**. As requested, the narrative now specifies that the project will provide seven (7) new benches, and six (6) new light poles with ornamental fixtures along the trail between this project and the west side of Tonquish Creek Manor.

3. **Pocket park at the Reading Room bookstore**. A 250 s.f. concrete pad is shown in front of the new church building/reading room and is described as a "park." The narrative states that landscaping and a bike rack will be added. As mentioned above, the revised church building renderings also show a pergola structure over this seating area.

   If this project moves forward, we recommend that the Planning Commission condition any Preliminary PUD Plan approval, if granted, on the Final PUD Plans providing the following:
   A. Show the proposed park landscaping, benches, bike racks and pergola on the site plan.
   B. If the applicant intends to make this area a "public park," the plans should show an easement over the area to be used as a "public park," a note added to the plans that this area will be a public park, accessible by the public in perpetuity.

Page 8 of the applicant's "*Public Narrative & Public Benefits*" document lists the approximate value of the public benefit items listed by the applicant. We can't confirm these figures, but note that updated utilities and stormwater management would have to be constructed for any development, and does not meet the ordinance definition of a "public benefit."

Summary
Public benefits that we consider clearly articulated are retaining the church on this site, offering a different housing type in Plymouth, constructing 500-l.f. of new trail along Tonquish Creek, Tonquish Creek Master Plan (to be used by the City to obtain grant funding for other plan tasks), updating the trail amenities (benches & light fixtures/poles) behind Tonquish Creek Manor, the creekbank restoration proposed along the northern edge of their property (as long as it is implemented by professionals with demonstrated experience in such work), and the shared parking (conditioned on applicant providing signed agreements with Tonquish Creek Manor and Covington Dental. Other benefits described by the applicant are either not shown on the plans, or are not fully flushed out, including:

- Continuing to allow Tonquish Creek Manor residents to park on the church's property.
- "Public" park in front of the church building.

To make a recommendation to the City Commission, the Planning Commission will need to decide if the deviations from the ordinance balance with the public benefits offered by the project. The additional information described above regarding the proposed benefits should be provided.

b. Long-term protection and preservation of natural resources and natural features of a significant quantity and/or quality, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations;

CWA Comment. This set of plans addresses our concerns that construction of the northern-most townhouses would negatively impact the streambank. The footprints of the buildings have been moved approximately 5-feet to the south, away from the top of the bank. Now the building foundations are between 8 – 22 feet away from the top of the bank. Also, the orientation of the units is now staggered (vs. being in a straight line), which better aligns with the curve of the creek (and top of bank). The site plan shows that patios will be constructed on the rear of the condominium buildings, the closest being 3-feet from the top of the bank. In our opinion, construction of patios should not impact the top of the bank.

Page 9 of 11 in the "Project Narrative and Project Benefits" document also explains that the following techniques will be implemented to protect the streambank:

- The streambank restoration project will be completed before construction of the townhomes in this part of the project (see the Phasing description on Page 4 of this review). The restoration will better stabilize the streambank.
- The townhomes will be built on a slab, and basements will not be excavated.
- Silt-fence will be installed along the top of bank to ensure construction equipment/materials will not intrude on the slope.

c. Long-term protection of historic structures or significant architecture worthy of historic preservation; or

CWA Comment. There are no known historic resources on the property.

d. A nonconforming use shall, to a material extent, be rendered more conforming, or less offensive, to the zoning district in which it is situated.

CWA Comment: N.A.

(2) The proposed type and density of use shall not result in an unreasonable increase in the need for or burden upon public services, facilities, roads and utilities.

CWA Comment:

- **Utilities.** We assume that the City's water and sewer system has additional capacity to handle this development. This needs to be confirmed by the City's Engineer and an opinion provided at this stage of the project review.

- **Traffic.** Regarding traffic, the applicant has included a Trip Generation Analysis (revised January 20, 2025), which estimates the number of vehicle trips generated by the proposal. At peak morning hour, the project will generate 10 trips (4-in and 6-out). At peak evening hour, the project will generate 16 trips (10-in and 6-out). On Sundays, the peak hour will generate 52 trips

(27-in and 25-out). Compared to the number of trips generated by a large (300-seat) house of worship on this site, the proposal generates 101 fewer trips at peak hour on a Sunday.

The report also provides an estimate of "vehicle distribution," which makes a prediction about how the traffic generated by the proposal will use the existing street grid. This prediction is based on the proposed development, study roadway network (proposed site access plan and driveway configurations), peak hour traffic patterns in the adjacent roadway network, and the methodologies published by the International Transportation Engineers. This report has been updated, and considers the closed driveway to Joel R./Sheridan. The model predicts all trips to and from the project will use Ann Arbor Trail. For example, 39% of Sunday trips (or 11-in and 10-out) will use the east leg of Ann Arbor Trail, and 61% of Sunday trips (or 16-in and 15-out) will use the west leg of Ann Arbor Trail.

The conclusions of the report state that, compared to the existing church with full occupancy (300 seats), the proposed project will generate significantly less vehicle trips (and therefore, traffic). While this comparison isn't a reflection of the current conditions (since the church membership is significantly less than 300 people), it does show that the proposal will not generate a significant number of new trips when compared to the SEMCOG data currently using this portion of Ann Arbor Trail. SEMCOG estimates that the average weekday traffic on Ann Arbor Trail (or 7,330 trips). The number of trips generated by this project (161 trips) represents 2% of the typical weekday flow on Ann Arbor Trail (or 161 / 7,330 trips = 2%).

At the August 2023 meeting, the Planning Commission asked that the applicant supply a comprehensive traffic study in order to better understand the impact this project could have. Sec. 78-389 requires projects to provide a traffic impact study if the project would be expected to generate 100 directional vehicle trips (i.e. 100 inbound or 100 outbound trips) during the peak hour of the traffic generator or the peak hour on the adjacent streets. The Trip Generation Analysis for this project predicts that this project will generate 10 trips during weekday morning peak hour, 16 trips during weekday evening peak hour, and 52 trips during Sunday peak hour. While the PUD ordinance gives the Planning Commission the ability to request a Traffic Impact Study, the ordinance would not require it. No study is included in the most recent submission.

Another item the Planning Commission could consider is to limit construction traffic to main thoroughfares such as Ann Arbor Trail, and away from the secondary streets, such as Joel R., Sheridan, and the like. This could be a condition of Final PUD Plan approval, if granted.

(3) The proposed planned unit development shall be consistent with the public health, safety and welfare of the City.

CWA Comment: We would consider this project to be, in general, consistent with the public health, safety and welfare of the City.

(4) The proposed planned unit development shall not result in an unreasonable negative environmental impact or loss of a historic structure on the subject site or surrounding land.

CWA Comment: The project is proposing to improve environmental conditions on this site. A portion of the streambank will be cleaned up, cleared of invasive species, and planted with an

environmentally-beneficial mix of native species. This part of the project will stabilize the streambank, improving the water quality of the stream by minimizing erosion and pollutants reaching the water, and encouraging stormwater infiltration along the streambank.

The percentage of impervious surface on the site would improve slightly if the proposed development is built. The current site is approximately 70.6% impervious surface (existing buildings and pavement), while the new development would be approximately 67.1%.

No information on the existing site soils has been provided. However, according to the *Soil Survey of Wayne County*, the site soils consist of Boyer loamy sand, 0-6% slopes. This soil type is well-drained sandy soil with good infiltration characteristics. The project design could be refined to include rain gardens and infiltration basins to reduce stormwater runoff and encourage infiltration.

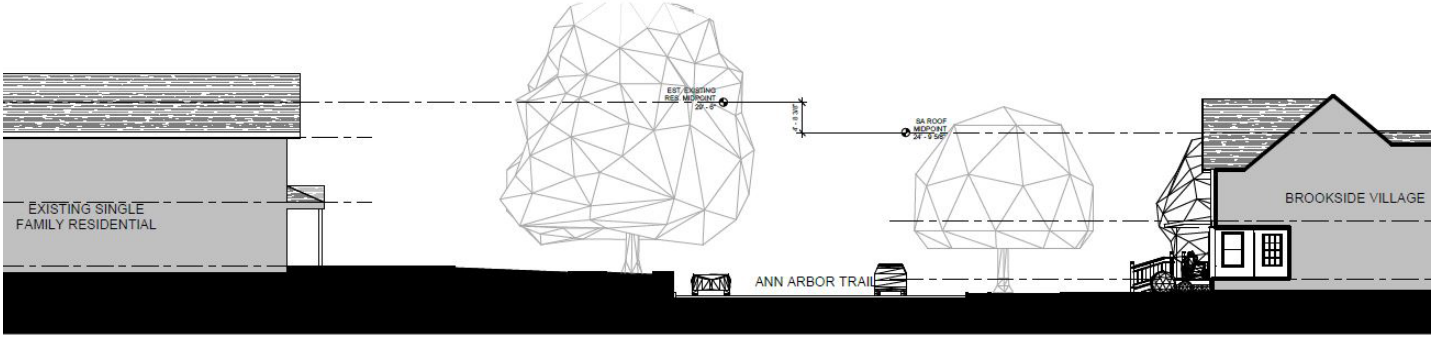
(5) The proposed planned unit development shall not result in an unreasonable negative economic impact upon surrounding properties.

CWA Comment: The applicants "*Project Narrative and Public Benefits* " discusses estimated tax revenue generated by 20 new households, and potential revenue gleaned by Plymouth businesses from these new households. We can't comment on this information. However, we believe that this criterion is talking about whether or not the development "fits" into the neighborhood and doesn't take away from the character (and therefore desirability of) the neighborhood.

New development can "fit" into the existing fabric of a neighborhood if the new buildings are of similar height and massing of surrounding residential buildings, have similar architectural characteristics and level of detail, and that the setbacks from the street have a relationship to the adjacent buildings along the street.

Regarding **height**, we looked at all three building types below:

- The 3 detached units along Ann Arbor Trail are proposed at 2.5-stories, 24.75-feet tall at the midpoint of the roof. These buildings have not changed from the previous submission. A previous submission included the image below, showing how the project will relate to the single-family homes on the south side of Ann Arbor Trail. The midpoint of the house on the south side of the street is 29.5-feet, which is 4.75-feet taller than the proposed unit. The office building to the east is approximately 28-feet tall. The proposed detached units are about 3-feet shorter at 24.75 feet.



- The 17 attached townhome units on the interior of the site are proposed at 2.5-stories, 25-feet tall at the midpoint of the roof. These units are only a few inches taller than the units facing Ann Arbor Trail, and will likely be perceived as virtually the same height, or slightly lower due to the sloping topography (the site slightly slopes down from the street to the back by 2-feet).

- The church building is proposed at one-story, 20-feet tall at the midpoint of the roof. This building's height has not changed from the previous submission. This building will be lower than most buildings along Ann Arbor Trail, and will not dominate the street.

- Regarding **massing**, the three detached units along Ann Arbor Trail are proposed at 2,400 s.f. (per Sheet C-3). Researching the existing homes along Ann Arbor Trail, the three proposed detached units along Ann Arbor Trail are similar to the average size of the homes on both sides of the street (traditional & new). They are significantly (31%) smaller than the average-sized new homes on the street. We have tallied these results in the table below:

Table 1: Average home sizes on Ann Arbor Trail – Subject Site to McKinley St.

Subject Site to McKinley St.	Average Home Size (s.f.)
South Side:	
Traditional (1950s-older)*	2,258 s.f.
New (1960-younger)	3,493 s.f.
North Side:	
Traditional (1950s-older)	1,559 s.f.
Both Sides/All Ages:*	**2,147 s.f.**

*Note: The large house on the southeast corner of Ann Arbor Trail/McKinley was not included in this analysis. If included, this would change the average "traditional" house size on the south side of the street to 2,595 s.f., and the "Both Sides/All Ages" average to 2,285 s.f.

Regarding the **architectural characteristics, and level of detail** of the proposed structures:

- The most recent submission no longer proposes a specific building design, but states that the three stand-alone homes located directly along Ann Arbor Trail will not be finally designed until a later date to allow for buyer input where possible. The applicant pledges that the eventual design will contain:
  1) Attached garages access from the rear of the unit.
  2) All units will be in conformance with the setbacks and spacings as shown on the site plan.
  3) Adhere to the ordinance building height maximum.
  4) Have some version of a covered porch.
  5) Elevation detailing will follow traditional architectural styling utilizing gables, ornamental railings, decorative trim consistent with Victorian, Modern Farmhouse, Craftsman or similar styles like the images represented on the submitted sheet.
  6) Streetside landscaping will be enhanced and attractive.
  7) All materials shall be high quality, low maintenance and in conformance with ordinance guidelines.

  PUDs are a rezoning to a specific site plan. In our view, the proposal to finalize the house design later is somewhat contrary to the intent of "rezoning to a specific site plan." If the Planning Commission agrees with the applicant, and permits this flexibility, any PUD approval should be conditioned upon the house design to be consistent with the design aspects pledged by the applicant (as determined by the Community Development Director), in addition to:
  1) Limited to 2,400 s.f. in area.
  2) Match the footprint configuration, size, and location of the footprint shown on the site plan.
  3) Each home is to have a covered "front" porch.

- The front façade of the 6-unit townhome building facing the church (and shared internal drive) is visible from the street (see the top right images on Sheets A3 and A4). This orientation places the

garage doors at the rear, and not facing the shared drive, which is positive. The rear elevation with the garage doors faces an internal street that is partially blocked from view of Ann Arbor Trail by one of the detached units.

- The current church building is a contemporary style with low-pitched roofs and a horizontal orientation. The proposed church building also has a contemporary style.

Regarding **front setbacks** of the proposed buildings, the buildings that define this development are the 3 single-unit residential buildings that face Ann Arbor Trail, and the church building. The applicant pledges to keep the setbacks the same, as shown on the site plan.

Table 2: Existing and Proposed Front Setbacks:

	Front Setback – Existing Buildings on North Side of AA Trail	**Front Setback – Proposed Buildings on North Side of AA Trail**
Office Building	9 - 22 feet	--
Residential Buildings	House to west of church: 67 feet Average house setback (Joel R to McKinley): 19 feet	Front Porch: 20 feet House: 25 feet
Church Building	63 feet	42 feet

We have the following observations. **These observations are all based on the current footprint configuration, size, and location of the three units along Ann Arbor Trail being maintained, as shown on the current plans, even if the Planning Commission allows other features of these units "[to] not be finally designed until a later date to allow for buyer input where possible**:"

- Both the proposed single-unit residential buildings and church building are oriented to be parallel to Ann Arbor Trail, which is consistent with the other residential buildings in the vicinity. However, the office building to the east is at an angle to the street. In our opinion, we think this difference helps to create a transition between the residential uses on Ann Arbor Trail, and the beginning of downtown.
- The front porches of the proposed residential buildings are almost the same distance from the street to the average existing front porch on this side of Ann Arbor Trail. The body of the proposed detached units are slightly behind the other existing houses along Ann Arbor Trail.
- On the current set of plans, the proposed church building is set back 42-feet from the front edge of the property. Sec. 78-296 requires a front setback minimum of 50-feet. This change represents a small deviation.

  The proposed church setback provides a more gradual transition between the new residential buildings and the house to the west.

  Locating the church building as shown screens activity at the church from the neighbors to the west. A privacy fence is located on the neighbor's property, which will help to screen their rear yard from activity on the church site.

(6) The proposed planned unit development shall be under single ownership and/or control such that there is a single person, corporation, or partnership having responsibility for completing the project in conformity with this article.

CWA Comment: Note: Our response to this criterion has not changed, and no new information has been provided. **One owner must be responsible for construction of both the church project and the townhouse/single unit building project**. The applicant's response does not say this and needs to.

A previous narrative stated that the Champion Development Group has entered into a contract with the First Church of Christ, Scientist, Plymouth to purchase the available remaining portion of the property and is working together to define a Master Site layout. The intention of the Champion Development group is to develop a townhouse style residential condominium community as depicted in the submission. In our view, it doesn't appear that there is a "single" entity with the responsibility for completing the project. It appears that Champion will be responsible for the townhomes, and the church for their part of the project. The information provided does not confirm that this criterion is met. The applicant needs to clearly state who will be responsible for completing the entire project in conformity with this article.

The narrative also describes how the *future* ownership of the property will be handled. It states that the property will be divided into a Church section and Townhouse section. Both sections will be part of a "Master" Condominium site that will have assorted rights and obligations, as defined in the Condominium Documents. The applicant has submitted a draft Master Deed for Brookside Village Condominium, but this document has no mention of the First Church of Christ, Scientist. In our view, the submitted information does not meet this criterion. As we mentioned in our previous review, Sec. 78-215 requires that the Condominium Documents be reviewed and approved by the City. Due to the unusual nature of the proposed condominium, we recommend that the Planning Commission condition any approval of the Preliminary PUD plans on the applicant providing draft Condominium Documents that align with their statements with their Final PUD plan submission.

(7) The proposed planned unit development shall be consistent with the goals and policies of the City Master Plan.

CWA Comment: The project is proposing a mix of townhouse (multi-family) residences, and a house of worship. The Master Plan identifies this area as "Mixed Use: Low Density." The Plan describes this future land use designation as follows:

> *The Mixed Use Low Density designation is specific to land uses where it is appropriate to have a low-impact commercial use adjacent to single-family or multi-family residential areas. This land use allows for single and multi-family uses to continue and be established, while encouraging lower-intensity commercial and office uses that can serve the residential areas. The Mixed Use Low Density land use designation is generally detached buildings with the character of single-family residences that are no more than two stories. Parking in this land use should be located at the rear of the property.*

The proposal is consistent/inconsistent with the Master Plan vision in the following ways:

1. The Christian Science Reading Room is a low-impact commercial use that would be adjacent to single- and multi-family residential development. (Consistent).
2. The project is proposing to establish multi-family uses. Houses of worship are often combined with residential uses in the same district; however, houses of worship are considered a "Special Land Use." (Consistent)
3. The site design along the street frontage locates three single-unit residential buildings, which look like a single-family residence, and is consistent with the Master Plan (assuming resolution of the "future design" issue described on Page 11-12, under "**Architectural characteristics and level of**

detail" above). The buildings in the interior and rear of the site are of a "townhouse" (multi-family) character. Also, all the proposed residential buildings are 2.5-stories, which is taller than the height called for in the Master Plan. However, the top ½ story is integrated into the roof, with dormers, which creates a two-story appearance. The actual building height dimension is within the maximum permitted in the R-1, One-Family Residential District:

Table 3: Maximum Permitted and Proposed Building Heights in R-1 District:

Building Type	Maximum Permitted Height	Proposed Height
Church Building	25 feet	20 feet
Single-Unit Residential Buildings		24.75 feet
Townhouse Buildings (See below)		25 feet

Townhouse Building: Section 78-313, *PUD General Design Standards*, states that the schedule of regulations for each respective land use must be met, unless the Planning Commission and City Commission approve deviations that advance the objectives of the Zoning Ordinance. The townhouse buildings are considered "multi-family" buildings, and are regulated by the bulk requirements in the RM-2, Multi-Family Residential District (since the proposed buildings are 2.5-stories). Multi-family districts regulate height by the number of stories. If the building has more than 2-stories, a maximum height dimension is not provided in the ordinance. In our interpretation, the proposed townhouse buildings are consistent with the RM-2 District requirements.

4. Parking is proposed at the side and rear of the buildings, as required. (Consistent)

The Planning Commission should discuss the applicant's request to allow them to finalize the design of the three single-unit buildings at a later date, and the inconsistency of the project and Master Plan (multi-family/townhouse vs. single-family appearance) with the applicant. Also reference our Density Analysis later in this review.

(8) The proposed use or uses shall be of such location, size, and character as to be in harmony with the zoning district in which it is situated, and shall not be detrimental to the adjoining zoning districts.

CWA Comment: The project is located in the R-1, Single-Family Residential District. The project is proposing a multi-family product. This use is not single-family, but in our opinion, the residential buildings harmonize with single-family residential uses because of the single-unit buildings along Ann Arbor Trail, and because of the height of the townhouse buildings in the interior of the site. The project is relatively small, and will provide a logical transition between the downtown to the east and single-family residential homes to the west. As mentioned above, the Planning Commission requested the applicant supply a comprehensive traffic study in order to better understand the impact this project could have. Also reference our Density Analysis later in this review.

(9) A demonstration that the PUD is not proposed in an attempt by the applicant to circumvent the strict application of zoning standards.

CWA Comment: We don't believe the applicant is proposing the project to circumvent the strict application of the zoning standards. The Master Plan identifies this site as appropriate for multi-family

residential use, in combination with low-intensity commercial uses that support the neighboring residential properties. We would argue that a house of worship also supports the community.

The most recent set of plans has reduced the number of units from 37 units originally discussed with the Community Development Department, to 20 units. They have also limited the townhomes to 2.5-stories, and designed the buildings to appear like 2-story buildings to better coordinate with the existing homes along the street. Townhomes also provide a logical transition between the downtown and single-family residential uses.

The Planning Commission needs to evaluate the above criteria pertaining to PUD eligibility.

Summary
In summary, the PUD project appears to meet some of the criteria. The following information should be provided and discussed with the Planning Commission:

1. Public Benefits:
   a. **Shared parking with Tonquish Creek Manor**. If "Parking Plan for Shared Parking" is still being offered, recommend conditioning any Preliminary PUD Plan approval on the applicant providing signed, written agreements between property owner and Tonquish Creek Manor/Covington Dental describing how the 11 parking spaces will be shared between them, and signed agreements submitted with Final PUD plans.
   b. **Creek Slope Stabilization**. If granted, condition Preliminary PUD approval on the following changes in the Final PUD Plan:
      i. Resolve difference in property lines shown on "Tonquish Creek Slope Stabilization Project at Brookside Village" plans and site plans.
      ii. Add note to plans regarding need for EGLE permit if any work in streambed is conducted.
      iii. Show tree survey information about existing trees, and those slated for removal, proposed shrub species, species in Native Slope Stabilization Mix, and description of maintenance activities necessary to ensure the new plantings become established and ensure plantings are not overrun by invasive species.
      iv. Add note to plans to specify that all creek bank work shall be conducted by professionals with demonstrated experience in streambank restoration work.
   c. **Pocket park at the Church Reading Room**. If granted, condition Preliminary PUD approval on the following changes in the Final PUD Plan:
      i. Add proposed park landscaping, benches, bike racks and pergola to plans.
      ii. Show easement on plans allowing public use of front concrete pad and front yard as "public park;" add note to the plans that the easement will allow public use in perpetuity.
      iii. Add language to the Master Deed dedicating this easement to use by the public.

2. Confirmation by City Engineer that the City's water and sewer system has additional capacity to handle this development.

3. Applicant to supply a comprehensive traffic study to provide a better understanding of the impact this project could have, if still required by Planning Commission.

4. Add raingardens, infiltration basins, or other above-ground stormwater infiltration facilities to the proposed design.

5. If the Planning Commission agrees to allow the applicant to design the three single-family units (facing Ann Arbor Trail) at a later date, we recommend that the Planning Commission condition any Preliminary PUD approval, if granted, based on a design of these units to be consistent with the design features pledged by the applicant (as determined by the Community Development Director), limiting these three units to 2,400 s.f., matching the footprints shown on the site plan (configuration, size, location), and each unit having a covered "front" porch.

6. The applicant needs to document that the project will be under single ownership/control, such that there is a single person, corporation, or partnership having responsibility for completing the project in conformity with this article (Article XXIV. PLANNED UNIT DEVELOPMENT).

7. Revise Master Deed to include First Church of Christ, Scientist. Recommend that the Planning Commission condition any approval of the Preliminary PUD plans, if granted, on the applicant providing draft Condominium Documents that align with their statements with their Final PUD plan submission.

8. Planning Commission to discuss project inconsistency with Master Plan (multi-family/townhouse vs. single-family appearance).

***Items to be Addressed**: 1) Is Shared Parking Plan Letter of Intent still being offered? If so, recommend Planning Commission condition any Preliminary PUD Plan approval upon the applicant providing signed agreements with Tonquish Creek Manor and Covington Dental with Final PUD Plan. 2) Recommend Planning Commission condition Preliminary PUD approval, if granted on the following: a. Resolve property ownership differences shown on "Tonquish Creek Slope Stabilization Project at Brookside Village" and site plan. b. Add details to Final PUD Plan for the creek slope stabilization project, as listed on Page 15 of this review (dated February 3, 2025). c. Add details to Final PUD Plan for pocket park at church reading room, as listed on Page 15 of this review (dated February 3, 2025). 3) City Engineer confirm water/sewer capacity adequate to accommodate project. 4) Applicant to supply comprehensive traffic study regarding project impacts. 5) Planning Commission should discuss the applicant's request to allow them to finalize the design of the three single-unit buildings at a later date. 6) Add raingardens, infiltration basins, or other above-ground stormwater facilities to plans. 7) If design of units facing Ann Arbor Trail are designed at a later date, recommend Planning Commission condition Preliminary PUD approval, if granted, on design to be consistent with applicant's pledges (as determined by the Community Development Director), and limiting these three units each to 2,400 s.f. in area, that the units match the footprint (configuration, size, location) shown on site plan, and that each of the three units has a covered "front" porch. 8) Applicant to document that project is under single ownership/control, such that there is a single person, corporation, or partnership having responsibility for completing the project in conformity with PUD Article in ordinance. 9) Recommend that Planning Commission condition any approval of the Preliminary PUD plans, if granted, on the applicant providing draft Condominium Documents that align with their statements with their Final PUD plan submission. 10) Planning Commission to discuss project inconsistency with Master Plan (multi-family/townhouse vs. single-family appearance).*

DENSITY ANALYSIS

The project will establish 20 new residential units in the City, allowing some current Plymouth residents to move, or provide homes for new residents. When discussed last, the Commissioner's considered the reduction to 20 units as appropriate.

With the previous submission, the applicant prepared a "parallel plan" to illustrate that seven (7) single-family lots could fit on site under current zoning. The proposal offers approximately 13 more residential units than if the site were re-developed for single-family homes under current zoning. This would be considered a deviation from the existing R-1 zoning.

At their August 2023 meeting, the Planning Commission determined that the townhome density should be calculated by the area occupied by the townhomes. Based on the current site plan, we estimate that the land occupied by the church is approximately 31,212 s.f., and the land occupied by the townhomes is approximately 66,879 s.f.

As mentioned above, Section 78-313, *PUD General Design Standards*, states that the schedule of regulations for each respective land use must be met, unless the Planning Commission and City Commission approve deviations that advance the objectives of the Zoning Ordinance. Therefore, we have evaluated the density of the townhomes using the RM-2, Multi-Family Residential District, since this district permits multi-family buildings up to 4-stories in height. (Note: RM-1 Multi-Family Residential District only permits multi-family buildings up to 2-stories in height; since the proposed buildings are 2.5 stories, we must use RM-2 standards.) Townhomes are considered a "permitted" use in the RM-2 District.

The ordinance calculates permitted density by dividing the area of the lot by 900 s.f. (Sec. 78-191(c)). The table below shows the results of this calculation using the land area occupied by the townhomes and associated maneuvering lanes:

Table 4: Calculating Number Of "Rooms"

Permitted Density per RM-2, Multi-Family Residential District
66,879 s.f. / 900 = 74 rooms

The ordinance assigns a specific number of "rooms" to a unit, based on the number of bedrooms in each unit. Other rooms, such as a den, office, or similar extra space, are considered bedrooms when calculating density. The number of rooms assigned to a unit is assigned as follows:

Efficiency apartment unit = 1 room
One-bedroom unit = 2 rooms
Two-bedroom unit = 3 rooms
Three-bedroom unit = 4 rooms
Four-bedroom unit = 5 rooms

The proposal could result in either a 3-bedroom unit or a 4-bedroom unit. Revised floor plans (dated 1-20-25) show the attached units to have a possible maximum of 3 bedrooms. Using this information, the density of the project is proposed as listed in the table below. We have also included the maximum allowed under the RM-2 Zoning District for comparison:

Table 5: Density Analysis

	Proposed Number of Rooms/Units
Single-Unit Buildings (4 "bedrooms") (3 units)	3 units x 5 rooms = 15 rooms
If Townhomes all had 3 "bedrooms" (17 units)	17 units x 4 rooms = 68 rooms
If Townhomes all had 2 "bedrooms" (17 units)	17 units x 3 rooms = 51 rooms
TOTAL	20 units/ 66 - 83 rooms

At the least, the density could be 11% under the ordinance standard for a multi-family project on this site; and at the most, the density could be 12% over the ordinance standard. If the townhomes were an even mix of units having 2 to 4 bedrooms (or 67 rooms), then the density would be 9% below the ordinance standard.

Another way to look at density is to calculate "dwelling units per acre." We have estimated the density of other similar projects in Plymouth in the table below. This will allow the Planning Commission to experience the density of the built projects and understand the character these projects offer, and how they fit into the existing streetscape.

Table 6: Similar Existing Projects

Project	Density	Comments
Brookside Village (Current Proposal)	20 units / 1.53 ac. = 13 DU/AC	2.5- story townhouses on Ann Arbor Trail.
Saxton's– Jewell/Maple PUD	10 units / 0.75 ac. = 13 DU/AC	2.5-story townhouses on Maple St.
Plymouth Trail Condominiums	29 units / 2.15 ac. = 13.5 DU/AC	1.0-2.0-story attached single-family on A2 Trail.
Daisy PUD	159 units / 10.47 ac. = 15 DU/AC	2.0-story attached single-family & 3.0-story townhouses on N. Union St.
A2 Trial & Hamilton	10 units / .52 ac. = 19 DU/AC	2.5 story townhouses on Ann Arbor Trail.
Hamilton St.	27 units / 1.13 ac. = 28 DU/AC	3.0-story condominium building on Hamilton St.

The project could build-out to be below or above the maximum number of rooms depending on how each unit is designed. If looking at the project via "dwelling units per acre," this project is on the low end of other similar projects in Plymouth.

If the Planning Commission deems that 17, 3-bedroom townhomes are appropriate (or 83 rooms for the entire project), then this would be a deviation from the ordinance (or over the maximum in the ordinance by 9 rooms, or 12%).

In our opinion, we evaluate density on the land's ability to support the proposed development, as well as what "fits" within the context of the setting, and similar developments already built in the community. Our analysis above has provided the opinion that the proposal has a number of characteristics that fit into the character of the existing street. In addition, this project proposes a rate of "dwelling units per acre" which is on the low end of other similar projects in town.

***Items to be Addressed**: 1) Planning Commission to determine if potential density deviation is consistent with the intent of the Master Plan.*

SITE PLAN

SCHEDULE OF REGULATIONS

Section 78-313 states that the schedule of regulations for each respective land use must be met, unless the Planning Commission and City Commission approve deviations that advance the objectives of the Zoning Ordinance. The proposed church is evaluated by the R-1 One-Family Residential District standards, while the proposed townhomes are evaluated by the RM-2 Multi-Family Residential District standards.

Table 7: Schedule of Regulations Requirements: Church Building

			R-1 Required	Proposed (Church)
Minimum Lot Size/Width			3-acres / 200 feet road frontage	Approx. 0.72-acres / 81 feet road frontage**
Height of building			2 stories, 25 feet maximum	1 story, 20 feet
Setbacks:				
	Front (Ann Arbor Trail)		50 feet*	**42 feet (Described Above)**
	Sides	**Least one**	30 feet least*	**10 feet (See Below)**
	Rear		50 feet*	96 feet
Frontage			Located on street with min. 86-foot right-of-way	Ann Arbor Trail – 66-foot right-of-way**

*Per Special Land Use standards in Sec. 78-296.

**The church already occupies this site, and currently doesn't meet these ordinance standards. We consider these conditions to be existing non-conformities that could be approved through the PUD process.

Table 8: Schedule of Regulations Requirements: Townhome Buildings

			RM-2 Required	Proposed (Townhomes)
Minimum Lot Size/Width			10,000 s.f. (No min. width req.)	Approx. 66,879 s.f.
Height of building			4 stories	2.5 stories, 25 feet
Setbacks:				
	Front (Ann Arbor Trail)		25 feet, or equal to the height of the building (or 24.75 feet)***	52 feet***
	Sides	**Least one**	10 least / 20 total	10 feet (east) 17.9 feet (west)
	Rear		35 feet	35 feet
Distance Between Buildings			70 feet - Front to Front 70 feet - Rear to Rear 25 feet - End to End (sides) 50 feet - End to Front 50 Feet -End to Rear	N/A - Front to Front **31 feet - Rear to Rear (See Below)** N/A feet - End to End (sides) N/A feet - End to Front **33 Feet -End to Rear (See Below)**
Minimum usable open space			150 s.f. x 43 to 77 beds = 6,450 s.f. to 11,550 s.f.	29,117 s.f.

***Sec. 78-191 states that ½ of the right-of-way width may be considered as a front yard setback. The Ann Arbor Trail right-of-way is 66-feet wide. Therefore, if ½ of the right-of-way width is counted toward the front setback, then the location of the townhomes along this street frontage is 52 feet (or 19-feet on the subject site, and 33-feet of right-of-way width).

Side Setbacks: Section 78-296 requires a minimum 30-foot side setback for the church. The current building is located 39.8 feet away from the westerly property line. The new proposal locates the church building 10-feet from the westerly property line. This is a deviation of the proposed project.

Distance Between Buildings: The ordinance requires a certain dimension between buildings. The purpose of these requirements is to ensure there is enough space for vehicular access, and to create a more campus-like setting. However, it's our opinion that these distances are more attuned to a suburban setting, and not a built-out city. Also, the other, similar developments in the City noted above do not fully comply with these requirements. Distance between buildings would be a project deviation.

***Items to be Addressed**: 1) Proposed front yard setback deviation of church building. 2) Proposed side yard setback deviation of church building. 3) Proposed distance deviation between buildings for townhouse buildings.*

PARKING, LOADING

Again, the required parking is difficult to calculate given the flexibility in how the townhomes could be build-out (2 bedrooms to 4 bedrooms). The table below shows a range of required parking for the townhomes, parking required for the church, and the proposed parking shown on the site plan:

Table 9: Parking Requirements

	Parking Required	Parking Provided
Townhouses	2 spaces per 2-bedrooms unit, and 2.5 spaces per units with 3 or more bedrooms = (3 units x 2.5) + (17 units x 2) = 42 spaces to (20 units x 2.5) = 50 spaces	2 garage spaces per unit, plus 2 driveway spaces for 17 units (20 units x 2) + (17 x 2) = 74 spaces Plus 2 visitor spaces **TOTAL: 76 spaces**
Church Building	One parking space per 2 seats = 63 seats / 2 = 32 spaces	43 spaces
TOTAL	74 to 82 spaces	119 spaces

Number of Parking Spaces

The proposal exceeds the requirement for number of parking spaces. However, the three individual units along Ann Arbor Trail have no visitor parking spaces, and there are only 2 visitor spaces outside of driveways. The previous submission (with the church's shared parking plan) proposed that the church will share five (5) parking spaces in their lot with the residential portion of the project. How the parking will be shared should be described in the Master Deed document.

The church lot shows the required number of barrier-free parking spaces, with at least one van-accessible parking space (8-foot wide space with 8-foot wide aisle).

Location of Parking Lots

Sec. 78-296 (applicable to church parking) requires that parking lots be setback a minimum of 15-feet from the side and rear property lines. The proposed church parking lot is in the same location as the existing church parking lot, and is located directly on the property lines. We consider this condition an existing non-conformity.

Screening of Parking Lots

Section 78-203 requires a 10-foot landscaped strip between a parking lot and any abutting street. This requirement applies to the parking lot that abuts Joel R Street, as the parking lot does not abut Ann Arbor Trail. The current parking lot has no buffer, and pavement abuts the sidewalk along Joel R. The proposal shows two new landscape areas of 5-8-feet wide between the rear parking lot and the public sidewalk. We would consider this change to reduce an existing non-conformity.

Sec. 78-206 also requires that where a multi-family use is located next to a single-family residential district, a 4.5-6.5-tall wall, fence, or landscaped berm is required between land uses. The house to the west of the church currently has a fence along the shared property line (both north and east boundaries of the house). Since Tonquish Creek Manor is zoned multi-family, a screening wall, fence or berm isn't required along this shared property line.

Parking Lot/Space Dimensions
The dimensions of the proposed parking spaces meet ordinance requirements.

The maneuvering lane in the church lot meets the minimum width of 20-feet.

The internal maneuvering lane in the townhouse portion of the project is 20-feet wide, meeting the minimum width in the ordinance.

Loading Space
The plans do not show any loading/unloading space. Given that the church has a reading room, the applicant should describe the types of delivery trucks visiting the site, and indicate where they would "stand" while making their delivery.

Clear Vision Area
No buildings are within the clear vision area along either street facade.

Items to be Addressed: *1) How the five church parking spaces will be shared with the townhouse units added to Master Deed. 2) Provide information on truck deliveries to the reading room, and proposed standing location on site while making deliveries.*

CIRCULATION

Access to both the church and townhouse development are provided via a shared driveway from Ann Arbor Trail.

Both driveways currently exist, but the Ann Arbor Trail driveway has been shifted to the east, and as mentioned above, the Joel R. driveway will be eliminated. We consider sharing the driveway between uses as a positive aspect of the plan. The previous narrative stated that there will be a "Cross Access Use Agreement" between the two entities that will define this sharing. At a minimum, this agreement should be referenced in the Master Deed, or be part of the Master Deed.

Items to be Addressed*: 1) At a minimum, Master Deed to reference "Cross Access Use Agreement," or agreement incorporated into Master Deed; draft language provided with Final PUD plans.*

SIDEWALKS

Currently, public sidewalks exist along both street frontages. The plans proposed to retain these walks.

The sidewalk between the public sidewalk along Ann Arbor Trail and the Tonquish Creek trail has been eliminated from the plans, along with the stairway down to the Tonquish Creek trail.

Items to be Addressed*: None.*

LANDSCPAING/LIGHTING/SIGNAGE

Information regarding landscaping, lighting, and signage are components of a Final PUD Site Plan. We will evaluate these topics upon Final Site Plan review.

***Items to be Addressed**: None.*

ARCHITECTURAL ELEVATIONS AND FLOOR PLANS

The plan set provides architectural elevations and floor plans of the proposed church, and the multi-family townhouse buildings. However, as mentioned in our previous review, the following has not been provided, and needs to be added to the submission:

- Floor plans for the new 20-foot wide townhome units; and
- The *floor area* of the townhome units. The provided floor plans show units in the range of:
  - 2,579 s.f. (38' x 26' footprint), and
  - 2,736 s.f. (35' x 29')

  The applicant should confirm the possible floor area range of the townhomes on the plans. Also note that in the previous submission, the smallest unit (41.5 x 18.5) was approximately 2,160 s.f. and the large unit (35' x 26') was approximately 2,620 s.f. The number of units has gone down, but the size of the most units has increased.

We have provided our opinions regarding the character of the proposed buildings under the "PUD Criteria" section of this review.

***Items to be Addressed**: 1) Applicant to provide floor plans for the 20-foot-wide townhome units. 2) Applicant to provide the range of floor area of townhomes on plans.*

RECOMMENDATIONS

We support the general concept illustrated in this PUD proposal, as it, in our opinion, meets most of the PUD criteria. (Criteria where additional information is needed are listed below.) We consider the project to be mostly consistent with the vision in the Master Plan for this site, which is to provide a transition between downtown Plymouth and residences along Ann Arbor Trail. A multi-family development accomplishes this goal with a housing type not readily available in the city. The one inconsistency is the "attached" style of the townhomes behind the single-family detached units along Ann Arbor Trail. We also consider maintaining the church building (as a quasi-public facility) as well as the improvements along Tonquish Creek to provide public benefits that would otherwise likely be unfeasible without application of the PUD technique.

The Planning Commission should consider the proposed deviations in light of the proposed "public benefits" offered by the project (see Appendix) and evaluate the project against the other PUD criteria.

PUD Criteria:

A. *PUD Criteria: Additional Information Requested of Applicant*

1) Applicant to provide a narrative listing the PUD criteria (Sec. 78-311(c)) and describe how the project meets each.
2) *Is Shared Parking Plan Letter of Intent still being offered? If so, recommend Planning Commission condition any Preliminary PUD Plan approval upon the applicant providing signed agreements with Tonquish Creek Manor and Covington Dental with Final PUD Plan.*
3) City Engineer confirm water/sewer capacity adequate to accommodate project.
4) Applicant to supply comprehensive traffic study regarding project impacts.
5) Add raingardens, infiltration basins, or other above-ground stormwater facilities to plans.
6) Applicant to document that project is under single ownership/control, such that there is a single person, corporation, or partnership having responsibility for completing the project in conformity with PUD Article in ordinance.
7) Planning Commission to discuss the applicant's request to allow them to finalize the design of the three single-unit buildings at a later date.
8) Planning Commission to discuss project inconsistency with Master Plan (multi-family/townhouse vs. single-family appearance).

B. *Recommended Conditions of Preliminary PUD Plan Approval, if Granted*

1) If Shared Parking Plan Letter of Intent is still being offered, condition approval on the applicant providing signed shared parking agreements with Tonquish Creek Manor and Covington Dental with Final PUD Plan.
2) Condition it upon applicant adding the following details to the Final PUD Plan:
   a. Resolve property ownership differences shown on "*Tonquish Creek Slope Stabilization Project at Brookside Village*" and site plan.
   b. Creek slope stabilization project details, as listed on Page 15 of this review (dated February 3, 2025).
   c. Pocket park details at church reading room, as listed on Page 15 of this review (dated February 3, 2025).
3) If design of units facing Ann Arbor Trail are designed at a later date, condition approval on design to be consistent with applicant's pledges (as determined by the Community Development Director) and:
   - Limiting these three units each to 2,400 s.f. in area,
   - That the units match the footprint shown on site plan (configuration, size and location), and
   - That each of the three units has a covered "front" porch.
4) Applicant providing draft Condominium Documents that align with their statements with their Final PUD plan submission.

Preliminary Site Plan

C. Parking/Loading.

1) How the five church parking spaces will be shared with the townhouse units added to Master Deed.
2) Provide information on truck deliveries to the reading room and proposed standing location on site while making deliveries.

D. Circulation.

1) At a minimum, Master Deed to reference "Cross Access Use Agreement," or agreement incorporated into Master Deed; draft language provided with Final PUD plans.

E. Architectural Elevations and Floor Plans.

1) Applicant to provide floor plans for the 20-foot-wide townhome units.
2) Applicant to provide the range of floor area of townhomes on plans.

Sally M. Elmiger

CARLISLE/WORTMAN ASSOC., INC.
Sally M. Elmiger, AICP, LEED AP
Principal

#152-1804

cc: Greta Bolhuis
John Buzuvis
Marleta Barr

APPENDIX:

Project Benefits that Could Not/Not Likely Part of Project without application of PUD Process	Project Deviations
1. Project allows church (quasi-public facility) to remain in Plymouth, continuing to serve as a community resource.	1. 20 vs. max. of 7 units using underlying single-family zoning
2. Project offers housing type alternative not readily available in the City.	2. Townhouse design vs. single-family appearance (As called for in Master Plan).
3. Tonquish Creek and Trail Restoration Plan (Prepared by ECT).	3. Possible 12% increase in density (Calculated using "bedrooms," as defined in the ordinance). The scope of this deviation depends on how the units are built-out.
4. 500 lineal feet of public trail along Tonquish Creek.	4. Church building side setback (10' vs. req. 30')
5. 230 lineal feet of streambank restoration (removal of invasive species, planting of beneficial native species)	5. Church building front setback (42' vs. req. 50')
6. New benches/light fixtures and poles along Tonquish Creek trail behind Tonquish Creek Manor.	6. Townhouse distance between buildings
Project Benefits that Require More Details	
1. Shared 11 parking spaces with Tonquish Creek Manor residents (Signed agreement).	
2. Pocket park at church reading room (Easement on plans; Dedication of easement to public in Master Deed)	

Provided at 5-4-24 Planning Commission Meeting

CHAMPION DEVELOPMENT GROUP

BROOKSIDE VILLAGE
PLYMOUTH MICHIGAN

FIRST CHURCH OF CHRIST, SCIENTIST, PLYMOUTH

FIRST CHURCH OF CHRIST, SCIENTIST, PLYMOUTH

1100 W. Ann Arbor Trail - Plymouth, Michigan

SHARED PARKING PLAN
LETTER OF INTENT

The current submission for the Brookside Village PUD project includes a **43 space** parking lot to be constructed, owned and managed by our church, First Church of Christ, Scientist, Plymouth. This lot has been designed to have more parking spaces than the 32 spaces required by the Church per zoning Ordinance requirements. In addition, our Church only requires regular use of our spaces on Sunday mornings and Wednesday evenings (currently) to support Church Service attendance. This could change in the future. For now, this means there will be an abundance of unused parking spaces available to be shared with the neighboring community in some fashion.

The following represents our plan for how we intend to offer spaces into the future:

1. We will be allowing 11 spaces to be used by Tonquish Creek Manor (TCM) during weekdays and Saturday for their staff, contractors, or other daily need persons.
2. We will be offering for rent an additional 11 spaces to TCM for the overnight parking needs of certain residents.
3. We will have a monthly rental agreement with the new Brookside Village Condominium Association to provide 5 spaces during non-Church times for guest parking.
4. We will have a monthly rental agreement with Covington Dental for 3 spaces during weekdays.
5. We will offer any remaining available spaces to other neighbors as needed.

On a monthly basis, the Church will adjust and manage all parking arrangements to maximize use of the lot by various neighborhood community members. The goal is to make sure as many spaces as possible are being utilized.

Each space will be numbered. Spaces with rental agreements in place will have additional signage defining who can use the spaces. We plan to have a Church staff member or rental manager administer the parking program.

The net result from sharing this valuable parking resource with the community is that the amount of cars presently parking on the nearby streets will become significantly reduced. As the review and approval process continues forward, we will further memorialize all specific arrangements related to the sharing of this parking area.

Authorized Representative,

Leslie M. Evans
Committee Representative
First Church of Christ, Scientist, Plymouth

From:	Scott Lorenz
To:	Scott Lorenz
Subject:	* URGENT* ZONING CHANGE SIGN on Christian Science Church! It"s on PC Agenda for WED. Feb. 12 @7pm
Date:	Tuesday, January 28, 2025 12:50:52 PM
Attachments:	image001.png image002.png image003.png

Dear Plymouth Community Members

- **If you oppose the proposed development, please respond to this email with your signature: more explanation below.**

We are reaching out regarding an important matter that could significantly impact our community. A proposal has been made to rezone Christian Science Church – on Ann Arbor Trail to allow for the development of ***20 multi-family condos*** and AND a 3,400 Sq Foot Christian Science Church.
While we understand the need for housing solutions, this particular development raises concerns, including increased traffic (safety for our children coming and going to school / downtown activities), strain on infrastructure, loss of community character!
To ensure our voices are heard and to protect the best interests of our community, we are organizing an opposition to this rezoning proposal.
How you can help:

1. **Email back with your signature and address that you are o**ppose to the rezoning and development. Your signature will send a strong message to decision-makers that our community values thoughtful, sustainable planning.
2. **Share this email** with your friends, neighbors, and community members to gather more support.
3. **Attend the planning commission meeting** on February 12, 2025 at 7pm to voice your concerns directly.

This link is the digital version of their submittal. You can also view the materials in person at City Hall.
https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:f21dc8f0-ecb7-4bee-98d1-7b355bb91030

Please review this document and plan on attending the Planning Commission meeting to voice your concerns AND
send an email to the entire **Planning Commission** at planning@plymouthmi.gov
You can also send an email to the **City Commission** at: commission@plymouthmi.gov
Your involvement is crucial to preserving the integrity of our neighborhood. Together, we can make a difference and advocate for responsible development that aligns with the needs and character of our community.
Thank you for your time and support. Please don't hesitate to reach out with any questions or suggestions.
Best regards,
Scott Lorenz
Kathryn Szary
Karen and Hank Jallos
David Pierce
Bob Bake

Here's a list of the Planning Commission Members

Members

Name	Appointed	Term Expires
Hollie Saraswat, Chair	December 2017	December 31, 2025
Kyle Medaugh, Vice-Chair	February 2022	December 31, 2026
Sidney Filippis	January 2024	December 31, 2026
Zachary Funk	May 2023	December 31, 2027
Joseph Hawthorne	November 2018	December 31, 2025
Latricia Horstman	January 2024	December 31, 2026
Marni Schroeder	January 2025	December 31, 2027
Dave Scott	January 2025	December 31, 2027
Eric Stalter	September 2021	December 31, 2025
Brock Minton, City Commission Liaison		
Jennifer Kehoe, Alternate Liaison		

If you want to be removed from these notifications please reply with REMOVE in the subject line.

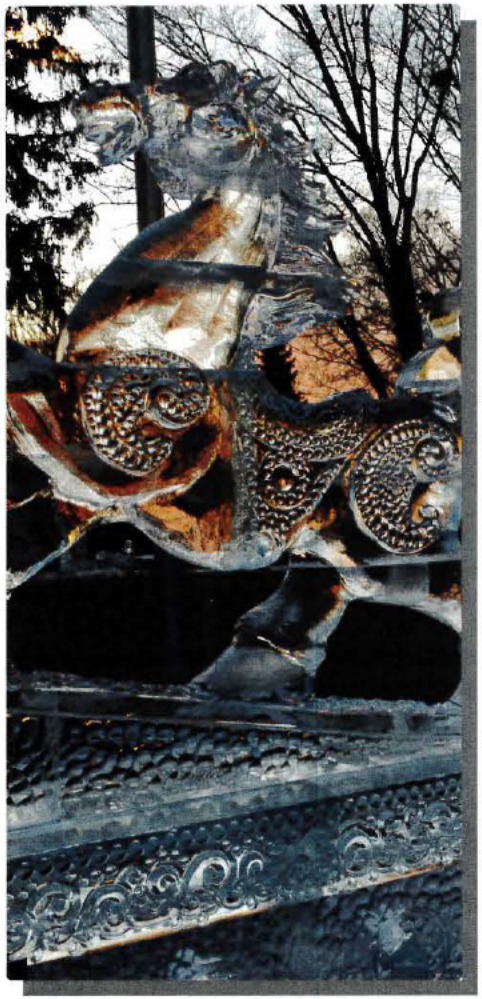
From: Joe Tebben [redacted]
Sent: Friday, January 31, 2025 11:29 AM
To: Group - Planning Commission <planning@plymouthmi.gov>; Group - Commission <commission@plymouthmi.gov>
Subject: Christian Science Church Development Project

To whom it may concern,

I am writing this message in support of my family and other community members against the new proposed development project located at the current Christian Science Church in Plymouth, MI. As a long time resident of Plymouth I feel the development is too large, does not align well with the current residential neighborhood, and in general not a good long term development strategy for that location.

Thanks very much for your consideration.

Joe Tebben
1471 Linden St, Plymouth, MI 48170
[redacted]



Dear Planning Commission Members,

When I started the **Plymouth Ice Sculpture Spectacular** 43 years ago, it was to boost business for the Plymouth community during January, our slowest month in terms of retail and restaurant sales. We wanted a family friendly event, fun for all. I was originally inspired by a segment on 60 Minutes about the Sapporo Winter Snow Festival. After firsthand research attending various ice and snow events from Minneapolis to Houghton, Quebec City, Montreal, and Japan, I applied that knowledge to our event. I ran the event for 10 years without pay, building a strong foundation.

I care deeply about the City of Plymouth. My wife and I have lived here since 1979, we raised our family here and live two blocks from where my grandparents lived on Harvey Street. My grandfather moved here in 1918 and worked at the Daisy Air Rifle Factory. My father Ralph Lorenz ran the Mayflower Hotel from 1939 to 1992. He always said, "If you're not changing then you're going backwards."

I embrace positive development and change, and have been involved with much change in this city including the beginning of the DDA. But the proposed development at the Christian Science Church is egregious. Adding 20 townhomes and a 3400-square-foot building to such a small lot is greed, pure and simple.

We do not owe the church anything and we certainly do not owe the developer anything either. The Tonquish Creek can be fixed with donations, volunteerism and grants. We don't need CHAMPION to offer this as some sort of 'public benefit.' If we want to do it we can do it without them.

Bottom line: The Taxpaying residents of the City of PLYMOUTH are not in favor of this. I urge you to get out and talk to them as I have.

One more thing: Building 4-5 new homes on this lot instead would yield the same tax value with far less disruption and destruction of our quality of life and the charm of our hometown.

I urge you to vote NO on February 12TH.

I hope you enjoy the Ice Sculptures—one of the best shows in the country. I'm proud to be it's founder.

Want to talk about it? Please call me.

Scott Lorenz
1310 Maple Street
[redacted]

Here's an article about the event origins that just popped up today.

https://associatednewspaperstheeagle.blogspot.com/2025/01/43rd-plymouth-ice-festival-will-begin.html

Scott Lorenz

From: Karen J [redacted]
Sent: Sunday, February 2, 2025 1:14 PM
To: Group - Planning Commission <planning@plymouthmi.gov>
Subject: Fwd: Tell me what you think not sent....To all serving on the planning commission...to...

Hollie Sarawat, Kyle Medaugh, Sidney Filippis, Zachary Funk, Joe Hawthorne, Latricia Horstman, Marni Schroeder, Dave Scott, Eri Salter, Brock Minton, Jennifer Kehoe.

We write to strongly object to the ever invading Champion project and people who will not accept no for Plymouth's answer. It seems largely because some do not see at all what their debacle will do to the gateway to our desirable small town character. It is just that old school simplicity that draws everyone from every area here.

We recall a meeting's conclusion long ago where the owner of Champion said to the townspeople, "I could not build several single family homes on the church land, as you all wish, because I would have to charge a million dollars". Directly across the street, had he cared to consider, are two homes on the Trail, beautiful new homes which defy his erroneous statement. These homes are much closer to 2 million and owners have been offered more. Another new home on the corner of the Trail and McKinley is closer to 3 million.

So, there is a way to keep this property single homes and remain profitable. Single family homes reduce the density, the traffic, and the number of cars incredibly. Therefore the property leaves the streets safer for the school children from our two schools. It leaves the walking areas for the senior Tonquish Creek housing as a friendly stretch. Those residents and the streets around this would be traumatized by this development. The gateway to our city of homes would be dangerously congested. It simply cannot happen as we have said with one voice every single time they disrespectfully return.

We oppose the changing of the PUD for the church property. Our Mayor has removed and replaced talented people (Scott Silver) who do listen to the townspeople and see the inherent dangers in this proposal. This request would not have come before you again, with its insults, had the traffic study been done by a third, legitimate party, not by Champion. This planning commission would be totally responsible should a student of either school or resident of Tonquish Creek, or any person, be injured or killed on the intersections and streets affected here.

The landscaping of the natural Tonquish Creel is of great concern.
The bit of our Rouge is a place for children, in their wellies, to see nature at its best, ducks paddling by. Yes, the city and residents need to clear invasive species and follow the advice of Friends of the Rouge. We do not need it landscaped and add 20 condos and 50 parking places to become its surrounding border.

Those four of you who are new to this commision have not heard all the hours of meetings, caring, educating, begging and detailing the harm to be done here. It cannot be overstated.

Please honor the people who care so much to stop this careless grab of precious Plymouth green space. Our signature...A City of Homes.

Hank and Karen Jallos
505 McKinley
Our rare town as it is..Plymouth

From: HARTSIG JOHN F[redacted]
Sent: Wednesday, February 5, 2025 10:57 AM
To: Group - Planning Commission <planning@plymouthmi.gov>
Subject: Fw: Brookside Development

My name is Cindy McLaren Hartsig and I represent a fourth Plymouth generation. My roots run deep in this town, with three generations having had their businesses in the Plymouth community. Although I do not live in Plymouth at this time, I still support this community and will always have wonderful memories that this town has given me and my family members.

Two years ago, I learned of the proposal to redevelop the property of First Church of Christ Scientist. I know this church property because right next door, to the west of this site at 1156 West Ann Arbor Trail, was my grandparent's home. It was built for their marriage in 1913. My father was born there, and my grandparents lived in this house for their entire married life. My grandfather passed away in 1968 and my grandmother remained there until her death in 1990. When the house was finally sold, we knew that the new owners would honor and preserve this early 20th century gem.

So now, two years later, here I am again to discuss the future of the Christian Science Church and how it will negatively impact this community. My Grandparents and his neighbors came to terms in the middle to late 50's to support the CSC's construction, providing the height and setbacks were compatible to their adjoining home, and would also be acceptable for the neighborhood. And now, after almost 3 years the disturbing density of this latest revision for a church and condos still exist. There are MANY red flags with this development.

The Ann Arbor Trail neighborhoods, the Plymouth residents, and former Plymouth residents have been sharing their dismay over this Brookside Development. The CSC's proposal would change the dynamics of this neighborhood and town. This acreage has been zoned for single family housing for a reason, and it should remain so. It was not meant to be a conglomerate of housing units and a church facility. It would never enhance the environment of this sweet community. Instead, it would be destroying the core values and the "welcome" people as they enter into or exit from Plymouth. I am so thankful that they have been preserved for future generations to enjoy.

It is sad that the CSC did not choose to follow the path of other Plymouth churches. The Catholic Church, the Methodist Church and a Baptist Church all needed more room for their congregation. They still wanted to be a part of the community, but not wanting to disrupt or alter a neighborhood or town, they chose to look for property in the Plymouth Township that would fit their needs and only be minutes away from the downtown businesses. Today, we can find two of those churches located on Territorial and the third on Joy Road.

FOR THE LOVE OF PLYMOUTH, and all those who came before us and worked so hard to preserve its heritage and FOR THE LOVE OF YOUR NEIGHBORS, who would have to look at this development 24/7 and endure an already overloaded traffic congestion, please find another piece of property for your future development.

Cindy McLaren Hartsig
2829 Golf Club Rd.
Howell, Michigan

1100 W Ann Arbor Trail FIRST CHURCH OF CHRIST, SCIENTIST, PLYMOUTH PROPOSED PUD DEVELOPMENT (Revised) – JANUARY, 2025

PUD Analysis – Ron Picard

The PUD contains 9 criteria all of which must be met. In other words, if any of the 9 are not met, then the PUD must be denied.

Sec. 78-311. - General authority, criteria.

(c) The applicant for a planned unit development must demonstrate all of the following criteria as a condition to being entitled to planned unit development treatment:

(1) Grant of the planned unit development will result in one of the following:

a. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations;

b. Long-term protection and preservation of natural resources and natural features of a significant quantity and/or quality, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations;

c. Long-term protection of historic structures or significant architecture worthy of historic preservation; or

d. A nonconforming use shall, to a material extent, be rendered more conforming, or less offensive, to the zoning district in which it is situated.

Status: Does not meet criteria

Notes: In previous meetings many residents and members of the planning commission have pointed out that the public benefit proposed by the developer is minimal and does not justify all the negative aspects of the proposed PUD. The changes in this proposal are no different. During his presentation last year, the developer acknowledged that each individual item was not a huge public benefit in itself, but when all the benefits are taken together, he believed the public benefit was sufficient.

This has resulted in the developer listing anything he can think of as a public benefit. The fact that he has dropped some of these items from previous proposals highlights that he is grasping at straws and some items were so ludicrous that he thought better than to list them again. Others remain, so once again they are addressed.

In other sections of the proposal the developer implies another public benefit is the Christian Science Church can remain in Plymouth. I've numbered this #0 and addressed it below.

The developer has identified 12 other items as its "public benefit" contribution. The PUD

criteria insist the benefit "would otherwise be unfeasible or unlikely to be achieved" without the PUD (sec 78-311) and "The public benefit shall be one which could not be achieved under the regulations of the underlying district alone, or that of any other zoning district (sec 78-313).

0. **The Christian Science Church can stay in Plymouth. (This was not in the list, but is mentioned in other sections of the presentation.)**

The Christian Science church can stay in Plymouth, even if they do not stay on this property.

Smaller churches within the City of Plymouth have been listed for sale. Churches move all the time. In fact, this property isn't the original Plymouth location of the Christian Science Church

The Church is the only one that benefits from them remaining at this address. Should they sell the property and move to another location within Plymouth, the benefits to the city remain the same.

Conclusion: There is no public benefit.

1. **New Housing Type Per Master Plan Goals**

This is just absurd. The reason this is a "New Housing Type" is because no other developer has had the gall to propose such a high-density housing option, especially in an area designated to be "low density".

This may be a new housing type, but it is not a desirable one, especially for this location.

Indeed, the developer tries to hide this fact. On page 15 when discussing density the proposal states, "A SIMPLE DIRECT CALCULATION IS NOT APPLICABLE. THE DENSITY OF THIS PROJECT IS APPROPRIATE FOR THIS UNIQUE TRANSISTION PROPERTY SURROUNDED BY VERY DENSE MULTI-FAMILY, COMMERCIAL / OFFICE AND THE ONE SINGLE FAMILY USE."

A density calculation is simple and EXTREMELY APPLICABLE. It is not provided because it is EXTREMELY DAMAGING to the developer's proposal, especially in an area designated low density.

Also, to describe Tonquish Manor as Very Dense Multi-family is as misleading as stating there is only ONE single family home in the area.

Conclusion: There is no public benefit. In fact, it is a public detriment.

2. **Extend and Improve Tonquish Creek Trail to McKinley Ave.**

This is the only public benefit in the proposal that is more than a typical Eagle Scout project. On its own this benefit falls far short of what would be required to approve the PUD, which is

why I suspect the developer has tried to list all these other items as "public benefit". (The developer has actually acknowledged this in previous meetings which is discussed later).

I would suggest comparing this PUD to ones that have previously passed and others that have failed. This will help determine what the minimum Public Benefit should be. A trail and some benches do not seem to be on par with cleaning up an environmental brownfield.

Conclusion: There is some public benefit.

3. **Provide Select Improvements for the existing Tonquish Creek Trail**

This is a public benefit, although I'm not sure how they could value it at $75,000.

Conclusion: There is some public benefit.

4. **Additional Parking Availability**

This section contains a lot of hypothetical language to raise hopes that the Church may decide to share its parking. Even if the proposal contained something concrete, the Church at any time could alter that agreement.

This, in fact, is not a hypothetical. In 2024 the Church informed Tonquish Creek Manor that they were changing their agreement regarding the use of the parking spaces. There is no reason to believe the Church won't do it again after the PUD is approved and construction is completed.

The City entered into a 99-year lease with Plymouth-Canton School District to obtain access to the land the Cultural Center sits on. This type of long-term legal agreement is required to protect the city. Since there is no guarantee of the longevity of the Church on this site, I don't believe even a 99-year lease is sufficient.

If the Church wants to include the parking lot as a public benefit, they should deed the parking area to the City of Plymouth with an understanding on how the city will enforce rules that would be acceptable to the Church. Previous proposals included deeding worthless property to the city as a public benefit. If they're serious about including the parking as a public benefit, they should give it to the city and trust the city to abide by an agreement instead of the city having to trust the church. Anything less is an empty promise.

Conclusion: There is no public benefit.

5. **Provide a new Public Park at the Reading Room Bookstore.**

The Church has stated their Reading Room Bookstore is their main outreach. This pocket park is intended to supplement the reading room. It would not be inviting to those walking along Ann Arbor Trail as a park. The only benefit is to the Church.

Conclusion: There is no public benefit.

6. **Provide Restoration for the Brookside Section of the Creek Bank**

It's unfortunate the Church has neglected the maintenance of this portion of their property for as long as they have. With that history there is no reason to believe any maintenance will occur once the PUD has completed construction.

This public benefit is similar to a new house putting in their original landscaping, but never putting in any time, effort or money to keep it maintained.

NOTE: The requirement as stated in 78-311/C/1b is that the improvement must be long-term. The developer could make this improvement long-term if they contribute enough money into an endowment fund that would pay for the long-term maintenance of the creek bank.

Conclusion: The public benefit is minimal but does not qualify.

7. **Produce Significant Net Traffic Reduction – PERMENANTLY**

There are currently two functioning churches occupying the property. The traffic study is based on the assumptions of what they have declared one "fully functioning" church would generate.

They have basically made assumptions that would result in a worst-case traffic scenario.

The developer has previously stated that without the PUD the property as it is currently zoned could support 10 single family houses. The traffic volume should this be the final configuration of the property the resulting traffic would be greatly reduced.

Their imaginary "fully functional" church, and 10 single family homes scenarios are equally likely.

Thus, it fails the PUD guidelines Sec. 78-311, "where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations."

Conclusion: There is no tangible public benefit.

8. **Provide Significant New Tax Revenue for the City**

Again, the developer has stated 10 single family homes would fit on the property without rezoning.

The tax difference between 10 larger family homes on the entire site, and 20 small townhomes is negligible. To try and list this as a public benefit the developer chooses only to compare their design to the existing church and not to how the property is currently zoned.

Conclusion: The public benefit is minimal, but does not qualify under PUD guidelines Sec. 78-313

9. Addition of 20 New Families for the Downtown Community

The developer gets really creative here...so let me break it down

a) **"Addition of 20 new homes and they will frequent Plymouth businesses."** Again, the developer has stated the site could support 10 single family homes.

Comparing 20 retirement homes (1.5 people on a fixed income per home) vs 10 families (3 people per home) the PUD will not provide more customers for our downtown businesses.

If you compare this to their imaginary "fully functional" church, all those church goers will also frequent downtown businesses.

b) **"The new customers will NOT require any additional parking since each unit has its own abundant parking spaces."**

On p. 96 it states there are 2.5 spaces per residence. This looks like it includes the driveway of each residence and some spaces that the Church controls.

With no basements, it's probable that some residents will park their cars in their driveways permanently, leaving no room for guests.

Also, as stated above, unless the Church deeds the parking area to the city, the Church's promise to share cannot be counted on and should not be included in the decision.

This hardly seems like the "abundant' parking the developer claims.

Conclusion: There is no tangible public benefit.

10. Site to be Updated with All New Construction and Utilities

Using modern materials and following current building code does not qualify as a public benefit. That's the cost of doing business. It certainly fails the PUD test that states the improvement would not occur without the PUD. Any and all new development will follow code.

Why would the PUD statute require any public benefit if using modern materials satisfies that requirement?

If the developer chose construction materials that are far and away superior to what is required by code, that could be a public benefit.

Conclusion: There is no public benefit.

11. Provide Tonquish Creek and Trail Restoration MASTER PLAN

I feel bad because I believe the developer was trying to do something positive by commissioning this report. However, at best it may be used as a starting point should the city ever decide to convert the trail from a nature trail to a botanical garden trail. The odds of the city using this plan as is are slim to none.

I think the developer realizes this, which is why it was listed as the #2 public benefit last time, but is #11 this time.

Conclusion: The public benefit is minimal.

12. SUPPORT FOR RLUIPA

This is silly at best, and disgusting at worst.

As stated above, this Christian Science Church has occupied multiple properties within Plymouth in their 120 history. The Church was not hampered, or was any way diminished when they moved from their prior location to the current property.

To now claim that they can only exist if they **build** a right-sized building, and they cannot exist if they **purchase** a right-sized building is silly.

The claim, "Thus, the only way for them to exist in their 120-year home of Plymouth is via the PUD process and a new smaller Church building" is not true. It is false. It is a lie.

If this is a veiled threat to begin legal action should the PUD be denied, it is disgusting. I hope this is not the case, but it's the only explanation I can come up with why they would try to lie and state this is the only way for them to stay in Plymouth.

Conclusion: There is no public benefit.

(1) Public Benefit Summary: At 1:25:45 point of the 5/8/24 meeting recording the developer said regarding the previous proposal's 13 public benefit items, "individually they may not look substantial or material to you but if you take them all together as a package, they are. And we believe they satisfy this requirement."

Because so many of these items are pulled directly from the May 2024 proposal, and many do not actually contain public benefit, or contain less public benefit than is claimed we can conclude that as a package they once again do not meet the public benefit requirement.

(2) The proposed type and density of use shall not result in an unreasonable increase in the need for or burden upon public services, facilities, roads and utilities.

Status: May not meet criteria

Notes: On page 15 the developer claims the density calculation is not applicable. This is absurd.

Somehow the developer can claim both the density is consistent with other townhouses in

the city but the actual density calculation is not applicable.

I believe the density calculation should be provided by the developer and that number be used to determine if the townhouses conform to "Mixed use, Low Density" per the Future Land Uses Map.

This should be done before a provisional approval is given. There is no reason the developer shouldn't provide the density calculation number today.

(3) The proposed planned unit development shall be consistent with the public health, safety and welfare of the city.

Status: May meet criteria

Notes: The developer has addressed some traffic concerns for Sheridan Street. It's unclear if this also addresses the safety concerns that have been previously raised.

Expectations should be set that this will probably require additional expenditures from the developer if the PUD is conditionally approved.

(4) The proposed planned unit development shall not result in an unreasonable negative environmental impact or loss of a historic structure on the subject site or surrounding land.

Status: Meets criteria

(5) The proposed planned unit development shall not result in an unreasonable negative economic impact upon surrounding properties.

Status: Does not meet criteria

Notes: It's indisputable that the property adjacent to the Church will be negatively affected.

If the proposed development goes through as is, the house will be next to a huge long building. The picturesque view they have enjoyed for decades will be destroyed.

Realtors have acknowledged that this will negatively affect their property value.

The owners may not be vocal about it, but that's not the requirement. They are private people and this requirement doesn't state that the owners must complain.

It may seem extreme that negatively affecting one house could derail the whole project, but the PUD was written to protect existing property owners. This requirement is designed to prevent the city from taking some property value from existing residents and giving it to the developer.

The developer could rectify this by moving the church to the east side of the property.

(6) The proposed planned unit development shall be under single ownership and/or control such that there is a single person, corporation, or partnership having responsibility for completing the project in conformity with this article.

Status: Meets criteria

(7) The proposed planned unit development shall be consistent with the goals and policies of the city master plan.

Status: Meets criteria except in the resulting density discussed above.

(8) The proposed use or uses shall be of such location, size, and character as to be in harmony with the zoning district in which it is situated, and shall not be detrimental to the adjoining zoning districts.

Status: Does not meet criteria

Notes: This is a minor no...but a no nonetheless. Long-term, should the church ever need to sell the as-yet to be built church, the odds of another 40-member church being able to afford the property are small. So, it will be sold to some sort of business.

A design with the church on the west side of the property adds to the disjointed character of that area. It will one day be residential-commercial-residential-downtown.

This is another time when moving the church to the east side of the property would address this issue.

(9) A demonstration that the PUD is not proposed in an attempt by the applicant to circumvent the strict application of zoning standards.

Status: Does not meet criteria

Notes: While I don't believe this was the original intent of the developer, I believe that as the project has progressed it morphed into circumventing the zoning standards, in particular the minimum lot size required for a church.

In fact, the developer said as much during the 5/8/24 meeting as outlined below.

The church is currently non-compliant and sits on a lot size smaller than the minimum allowed for a church. However, the church is grandfathered in. Being grandfathered in allows them to exist without being required to bring the site up to code, i.e. purchase additional land to bring the lot size up to the minimum required.

Being grandfathered in does not mean you are forever not required to follow the rules.

If I own a house that is taller than what is currently allowed for homes, I'm grandfathered in and am not required to reduce the height of my house.

However, I'm not allowed to tear my house down and build a new house twice as tall as the original, all because I'm grandfathered in.

In essence, that's what you would be allowing the church to do if they reduce their lot size by half. I don't think that's a precedent you should set.

The developer acknowledged that he cannot achieve the project under the current zoning restrictions when he stated the PUD is the only method that will allow the church to remain at this location.

> See 5/8/24 meeting recording @ 3:19:04 – "We're two years into this. We started with splitting the property, church do your thing, we'll do our thing...The reason this is the PUD and the reason. The mission of the project is to keep the church on that property. And with that as the fundamental mission the only way to do that is with a PUD."
>
> See 5/8/24 meeting recording @ 3:20:06 – "There's no way to do that on this property regardless of the size of the church. That's the reason we're a year and a half into the PUD."

Final Thoughts:

Historically the debate about this PUD has centered around whether the developer has met the minimum requirement when it comes to its "Public Benefit". This is understandable because of the documents the developer has submitted. From the start the developers have contained claims that random design attributes constitute "Public Benefit". Some of those items have been dropped (remember when including driveways was included as a public benefit?) and some remain (we will follow code during construction).

This has required residents to return each time to point out the actual public benefit is insufficient and why this PUD is not right for Plymouth. Each time the developer returns and complains that this design is better than the last design...so why won't you approve it?

The planning commission has denied other PUDs in the past based on the public benefit not being substantial enough. In my opinion that is also the case here.

What has not been discussed as much is, does the PUD meet the other 8 requirements under Sec 78-311. It must meet all 9 to be approved. In my opinion this proposal does not come close to meeting some of these requirements either.

This PUD has been brought before the planning commission multiple times. It may be better than the first submission, but it does not come close to meeting the nine requirements that the law requires.

It should not be postponed. At this point I believe the PUD should be voted on and denied.

Reference:

Sec. 78-313. - General design standards.

(e) The public benefit shall be one which could not be achieved under the regulations of the underlying district alone, or that of any other zoning district.

February 4, 2025

TO: Paul Sincock, City Manager
John Buzuvis, Economic Development Manager
Greta Bolhuis, Community Development Director
City of Plymouth Planning Commission

RE: Re-zoning Proposal of 1100 W. Ann Arbor Trail, Plymouth, MI, Proposed PUD of Brookside Village

I am writing to you in **opposition** of the rezoning of the property at 1100 West Ann Arbor Trail, adjacent to our home at 1217 West Ann Arbor Trail. Our home is across the street from Joel R. This rezoning and proposed development at 1100 West Ann Arbor Trail has numerous issues, most of which you've heard from others in the neighborhood. I'd like you to see it from a different perspective: overdevelopment and lack of **surrounding** community support. I continue to hear that there is overwhelming support for this project. In reviewing the Planning Commission meeting minutes, your data shows otherwise- an overwhelming majority of persons supporting Brookside Village do **NOT** live within the city limits.

Many of you were present at the August 9, 2023 Planning Commission meeting when Champion presented a revised Brookside Village proposal. The meeting lasted late and had many letters written in support/opposition as well as persons present speaking. I looked at the meeting minutes from the City website noticed a trend of all of the supporting speakers vs. the opposing persons. It's actually very interesting; tables of your data follow for reference. It's hard to keep a handle on who is a resident vs. non-resident when in these meetings. The charted data is specifically taken from the August 9, 2023 meeting minutes and includes all comments/letters.

Persons in SUPPORT of the project that wrote letters: 26 (however, two residences submitted two form letters each, one residence submitted four). While these form letters were submitted by city residents, not one of their addresses is within a five block radius of this proposed project. Five total support letters (limits multiples from the same address to one) out of 26 were submitted by city residents. The remaining letters were from church members, none of whom are city residents. The form letters signed by city business owners do not have residential addresses in our city; two of the businesses no longer exist.

Persons in SUPPORT of the project that spoke either in person or online total: 16. Of the 16 persons speaking, only **ONE** resides within a five block radius of 1100 West Ann Arbor Trail. Four total city residents spoke in support of Brookside Village. One residents address said Plymouth, but no address is listed (City or Township address?) and he said he was in support of the project **ONLY** if density is reduced. Five speakers were church members.

Persons OPPOSING the project that wrote letters: 14

Persons OPPOSING the project that spoke in person or via live feed: 22...all of which are residents from addresses on W Ann Arbor Trail (between Harvey and Sheldon roads), Sheridan, Jener, Maple, Penniman and Woodland Place. ALL OF THESE ADDRESSES ARE WITHIN A FIVE BLOCK RADIUS of 1100 W Ann Arbor Trail. These are the people that will be most affected by this overdevelopment. Five of the speakers also submitted a letter.

Your City of Plymouth residents are speaking out and nobody is listening! I feel like the deck is stacked against the neighborhood residents. The Planning Commissioner Chair and Vice-Chair, both senior members of the commission who asked multiple questions and exhibited concern about this project have just been replaced. It may just be bad timing but it's ironic that the change was made after Champion Development had a meeting at city hall. This is 100% my observation and absolutely is speculation....quite a coincidence though.

Letters Received in Favor of Brookside Village from August 9, 2023 Planning Commission Meeting Minutes

Writer's Name	Church Affiliation?	City of Plym Resident	City of Residence
John Fuerstanu	X		Canton MI
Kathryn Schmitt	X		Novi
Leslie Mack Evans	X		Northville
Meg Worchester	X		Ann Arbor
Susan Anderson	X		Northville
Janice Erickson	X		No City Listed, Form Letter from Church
Ken & Barbara Kelsey	X		Northville
James Oakleaf	X	X	City of Plymouth, 1350 Ross St-near Smith School, same address as Lucy Ross, speaker
Cindy McLaren Hartsig	X		Howell
Judy Sarns	X		Livonia
William & Melinda West	X		Plymouth Township
Yvonne Carl	X		Plymouth Township
Nicholas Sobeck	X		Plymouth Township
Scott LaRiche			Northville resident, owned Lou LaRiche Chevrolet - no longer in business
Letters submitted by Bill Skubik, Church Realtor			
Michael Hurley/Dairy King			Plymouth Township resident
Robert Gilliken /Tri County Title			Canton resident
Paul Ansara/Diamond Castle			South Lyon resident
Kevin Felts/Plym Jewelry			South Lyon resident
Jeff Crawford/Crawfords Kitchen			Plymouth Township resident
Aquil Dennison/Henna Leaf			No longer in business, Redford resident
Kilian Pauls/Meridian Coffee		X	500 Ford St, E of Main St near Ann Arbor Rd
Carol Uber/Home Sweet Home			Trenton resident
Bradley & Martha Waite		X	Submitted two letters from same address, 730 Harding St, E of Main St, S of Ann Arbor Trail
Marybeth Kocsis, Brad Allen,Sam Allen, Karl Allen		X	Submitted four letters from same address, 701 N Evergreen, Evergreen Near Junction, N of Farmer
Leo & Tammy Toppi		X	Submitted two letters from same address, 853 Church St, Harvey N of Penniman
In Person & Online Meeting Participants-spoke in support of the project			
Ken Kelsey	X		Northville Resident, Church Member
Joan Seiter		X***	1160 Shenandoah***the only city of Plymouth resident within five blocks of the proposed project
Walker Evans			Northville Resident
Barry Nayback		X	898 Arthur, N of Penniman
Andrew Hinrichs		X	575 N Evergreen, Arthur N of Farmer St
Judy Sarns	X		Livonia Resident*also submitted letter
Meg Wooster(name wrong on notes)	X		Ann Arbor resident*also submitted letter
Susan Anderson	X		Northville resident*also submitted letter
Bill West			Plymouth Township resident
Rodney Tripp			8316 Joy Rd, Plymouth Township resident
Lucy Ross		X	1350 Ross, near Smith School*resident from same address submitted letter
Maria, no last name or address in minutes	X		??says from Plymouth but did not say address, Twp or City?
Steven, no last name or address in minutes			Says he's a former resident
Elizabeth Tripp			8316 Joy Rd, Plymouth Township resident - 2nd speaker from address
Michael Gladchun			Says Plymouth resident but no address, Twp or City, says he would support project with less density
Patrick O'Neill			Says city business owner, no address or business noted

Letters from same meeting OPPOSING Brookside Village

Writer's Name	Church Affiliation?	City of Plym Resident	City of Residence
Robert Bake		X	1303 Park Place, Hough Park/McKinley
Nick Jallos		X	1227 Maple, Hough Park
Amy Georvassilis		X	1217 W Ann Arbor Trl, Ann Arbor Trl/Joel
Beth Borys		X	1396 Sheridan, Sheridan/Evergreen
Scott Lorenz		X	1310 Maple, Hough Park, Maple/McKinley
Julie Nelson		X	1464 W Ann Arbor Trl, Ann Arbor Trail just E of Sheldon
Susie Patrosso		X	1456 W Ann Arbor Trl, Ann Arbor Trail just E of Sheldon
Tom & Sherry Doran		X	1191 Sheridan St, Sheridan/Joel R
Susan & Win Schrader		X	1345 Park Place, Hough Park, McKinley
Ronald Shmyr		X	1312 Maple St, Maple/McKinley
David Pierce		X	1147 W Ann Arbor Trl
Cathy Timmers		X	1429 Sheridan St, Sheridan/Evergreen
Rachel Rutter		X	1348 Sheridan St, Sheridan/Evergreen
Karen & Hank Jallos		X	505 McKinley, McKinley/Maple
In Person & Online Meeting Participants-spoke in opposition of the project			
Sue Bailey		X	1160 Sheridan
Mike Mountain		X	1211 Sheridan
Denise Varner		X	1428 Sheridan
Karen Patrosso		X	1456 W Ann Arbor Trl *letter submitted from different person at address
Julie Nelson		X	1464 W Ann Arbor Trl * also submitted letter
Tom & Sherry Doran		X	1191 Sheridan * Also submitted letter
Courtney Mangus		X	1147 W Ann Arbor Trl
Ron Picard		X	1373 Sheridan
Matt Krawczak		X	1320 W Ann Arbor Trl
Dave Pierce		X	1147 W Ann Arbor Trl * submitted density analysis
Elaine Attridge		X	1192 W Ann Arbor Trl
Paul Schantz		X	1192 W Ann Arbor Trl
Patricia Gatto		X	1316 Sheridan
Joann Samuels		X	1372 Sheridan
Jeff Singer		X	1246 W Ann Arbor Trl
Jane Libbing		X	979 Penniman
Nick Pagan		X	1156 W Ann Arbor Trl
Kathryn Szary		X	1107 W Ann Arbor Trl
David Szary		X	1107 W Ann Arbor Trl
Scott Lorenz		X	1310 Maple *also submitted letter
David Sibbold		X	1351 Woodland Place,
Stephanie Fraser		X	451 Jener

Champion Development is asking for numerous exceptions. Why should this development be granted more exemptions **in addition to** any previous 'grandfathered in' variances? If any new developer proposed a church ONLY, what would the lot size requirement be in comparison to this proposal on the same sized property? Parking requirements? Champion Development should be required to adhere to the same restrictions as any other incoming developer. This small parcel should be a low density development as it is in an already congested downtown area. The proposed revised density of this development is still too high for this property. **The 2023 EPIC resident survey shows results that 58% of residents say there are 'enough' duplexes, apartments or townhomes.** 72% of residents said home sizes are still too large after FAR changes/COVID. Champion has compared their PUD proposal to the Pulte development on Mill Street. The Pulte Mill Street project allows for differing variances, as it should, as it is NOT in the middle of an existing neighborhood but utilized a previously contaminated empty parcel of land. That PUD was specific and perfect for the location on Mill. Such a PUD does not belong on Ann Arbor Trail. David Pierce put together an analyzation showing density facts; this is his profession (also is part of the meeting minutes). Comparison of the two PUDs and their community benefits is comparing apples to oranges.. Additionally, the latest copy of the proposal/master deed/proposed association bylaws says that the design of the three homes fronting Ann Arbor Trail will be determined at a later date. It also states within that the developer can divide units, consolidate contiguous units, relocate boundaries, connect buildings and alter/remove portions of common element exterior of buildings, providing that structural integrity is not affected. A lot of possibilities with different outcomes that can be interpreted many ways.

The revised proposal states they have eliminated access from Brookside to Sheridan Street. At the same time they are offering 'additional parking availability to citizens as well as residents of Tonquish Creek. This is contradictory. How will anyone else access this parking? If it is connected to the Tonquish Creek existing parking lot, it is merely rerouting drivers through the Tonquish Manor parking lot onto Sheridan Street. A full independent ACTUAL traffic study is necessary; one that is not merely figuring numbers on paper. 'Our expert thinks..." is NOT enough. Figuring that hundreds of vehicles enter and exit the church parking lot vs. 20 cars is not what is happening. Right now, there are not hundreds of cars at the church-there haven't been in years. The '20' is not accurate either as 95%+ of households have two cars. 20x2 plus church traffic (they said their member total is 60) equates to more than 90 vehicles clogging the intersections at Harvey and Sheldon. On paper it looks great, in reality it doesn't work.

Champion Development says this project will reduce traffic on Ann Arbor Trail permanently. Not possible, traffic is terrible along this area(s) of road: Ann Arbor Trail from Harvey to Sheldon, the full length of Sheridan Street, Joel R., Jener Place and Maple Street. It has become the main artery into the City. Normal daily traffic makes it hard to enter/exit driveways for homeowners. Sheridan and Maple residents also deal with school traffic and parking to pick up their children as the pickup line for schools on Sheldon is blocks traffic flow daily. **The 2023 EPIC survey suggests residents would most like to see bike lanes added along Ann Arbor Trail which will further increase congestion.** One of five drivers MIGHT be obeying the posted 25 MPH speed limit along this stretch of road. Parking on Sheridan and Joel R. cannot accommodate more parking or traffic: the new 'no parking' signs on the west side of the street do not help enough, especially during the day. Ann Arbor Trail is the route for semi trucks and ambulances. When westbound Ann Arbor Trail is busy drivers cut down Sheridan, cutting off the back up at Sheldon Road. Likewise, Maple has become a bypass for the Ann Arbor Trail/Sheldon intersection. The Waze app frequently directs me to use Joel R to Sheridan to Sheldon when exiting our driveway during daily traffic (I use Waze daily due to area road construction). A lighted flashing crossing signal was necessary at the corner of Ann Arbor Trail and Evergreen because the street is always so busy and crossing is a safety hazard for walkers including students. **There is significantly more traffic than you think;** realistically, a traffic study should be done on Ann Arbor Trail, Penniman, Farmer and Harvey. It is the only con to living in this area (well, two would be the trains).

The 2023 EPIC Survey was absolute and used as a tool when asking residents to support the Park Millage...why is it that it holds no significance when working with outside developers? Please, stop this overdevelopment!

Amy Georvassilis
1217 W Ann Arbor Trail

Public Comment: Plymouth Planning Commission
Re: proposed Champion Brookside development
February 12, 2025

Tom Doran, 1191 Sheridan, the corner of Sheridan and Joel. IF the City's recent Sheridan-Joel parking restrictions are made permanent at the February 17 City Commission meeting, and IF access to and egress from a proposed Brookside development onto Sheridan Street is prohibited as Champion's January 2025 proposal promises, and IF several years of Brookside construction traffic is also prohibited on these fragile streets and underground infrastructure, then the Sheridan-Joel neighborhood with more than 100 seniors residing at the corner will be significantly safer than it would otherwise be.

Speaking as a lifelong infrastructure engineer, the City's evaluation ought to include a comprehensive understanding of the full impact—benefits AND burdens—of about 50 additional residents, along with their service workers and visitors, on the few acres of land already occupied by over 100 apartment dwellers and many homeowners. A traffic study that identifies the real impact of additional Brookside traffic is essential, rather than Champion's projected traffic from an unreasonable scenario of a fully active church on the property. With Wade-Trim's extensive knowledge of Plymouth, that engineering firm could prepare such a study in short order.

Sincerely,
Tom Doran

From: Sue Owens
Sent: Thursday, February 6, 2025 11:51 AM
To: Group - Planning Commission <planning@plymouthmi.gov>
Subject: Christian Science Church Development plan

I have looked at the proposed development plan and would like to express my objection to such a development. It seems too much for the space. Like another big foot house that crowds out the things around it. Not a fan and think it would not be good for the downtown community.
Thanks,
Sue Owens

****CAUTION:This email originated from outside of your organization. Use caution when clicking on links or opening attachments. Contact the sender by phone to validate the contents.****

WILCOX MILL RESTORATION

FINAL PUD SUBMISSION PACKAGE

JANUARY 2025

DONOFRIO WIL COX, LLC

P.O. Box 935
Northville, MI 48167

Wilcox Mill Restoration – PUD Narrative

1/22/2024

The Wilcox Mill restoration project will focus on the restoration and adaptive reuse of the historic Wilcox Mill building. The Wilcox Mill was built in 1923, one year after the completed construction of the Phoenix Mill, just up the road on Hines Drive. The Mill building was constructed by the Ford Motor Company and was part of Henry Ford's Village Industry Mill buildings. The building was instrumental in making durable tooling, bolt thread taps, for Model T's and Model A's, shipping the tools down to the mighty Rouge River factory. This small factory helped "put the world on wheels" and was part of our country's "Arsenal of Democracy," making parts for World War II, and is an important part of our local history.

The Wilcox Mill was previously owned by Wayne County from the late 1940's until late 2023. The building stored vehicles for Wayne County and then holiday decorations for the annual Hines Drive light parade. The building has been boarded up for decades. Water penetration and lack of maintenance/upkeep has caused significant damage to the building. Water, gas, and electric were all cut off from the building many years ago. Without restoration, the building will continue to deteriorate, eventually becoming unsalvageable.

The aim of the project is to seal, secure, and restore the Mill building, putting it back into productive use for the community. The primary focus will be on ensuring the proper restoration of the building, including saving and restoring the original steel sash window frames and restoring the Wilcox Road facing façade, bringing back the original look.

In order to maximize the local community benefit and take advantage of the Mill's location adjacent to Hines Park, the targeted use of the building will be a Coffee Shop, with a potential retail front on the lower level aimed at enhancing the Park experience. The back side, with an opened-up spillway, will seamlessly integrate the Wilcox parcel land to the surrounding park space, providing park benches and cleaned-up green spaces to explore. Given the location adjacent to the Hines Park space, a PUD is imperative to allow maximum use and community benefit.

The Building

The building will undergo an extensive exterior cleaning and inspection. There are many areas where the concrete has deteriorated and metal rebar has become exposed. This will lead to the rebar rusting, growing in size, and further damaging the concrete. Without repair, these issues could become structural damage. This can be seen in the small exterior steps on the west side of the building. The concrete deteriorated and the exposed rebar rusted away. Those steps have become unsalvageable and will be rebuilt. The steps will be built in the same manner as the original steps. Those steps lead to an historic metal door. This door has severe rusting and will need extensive repair, but will be preserved.

The original window frames will be completely restored. Cleaned down to bare metal, the windows will receive donor material in areas that are too rusted to use. The window frames will all receive new window sill metal as the original bottom metal pieces have completely rusted away, which caused most of the concrete window sills to pop out and fall to the ground. Once new window sill metal is welded in place, new window sills will be poured. The window frames will then be primed and painted with a special rust inhibiting paint. All new individual pane glass will be installed. This will be argon filled low-e double paned insulated glass, consist this the glass used in the Phoenix Mill and Northville Mill restorations. The building exterior concrete will be painted the same color as the original building paint (a light tan color). The Wilcox Road facing side will have its non-original garage doors removed. The original concrete knee walls will be returned with large panes of glass. The main entrance will be off of this side, as was originally designed. A paver patio will be created on the apron for outdoor seating and will be protected by a steel guardrail encased in brick.

Exterior Building Materials: The exterior will be repaired and restored and will be maintained as painted concrete.

There will be no changes to the existing height of the building. See Figure 1 & 2 for front and back elevations.

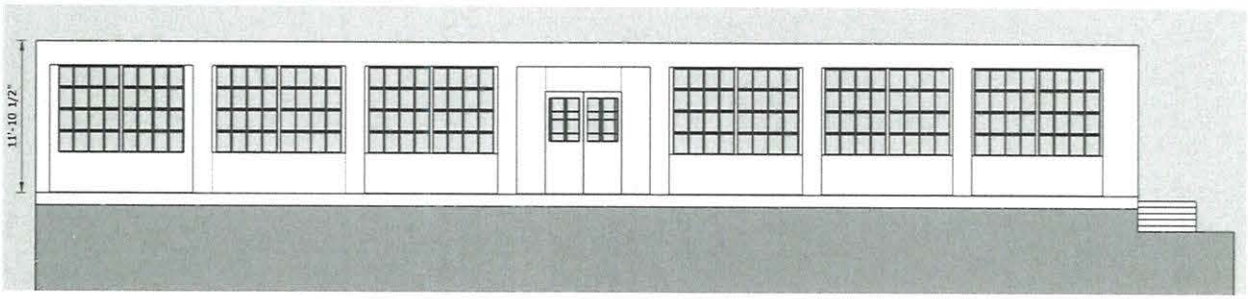


Figure 1: Wilcox Front Elevation – View from Wilcox Rd.

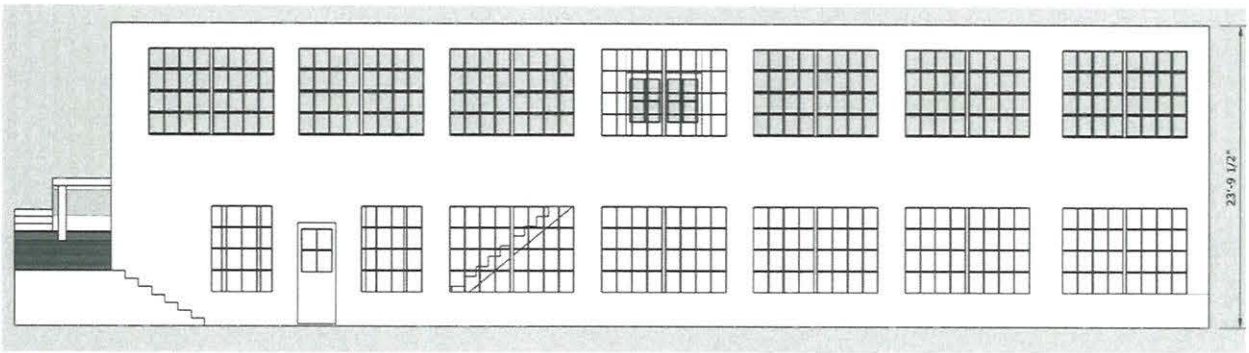


Figure 2: Wilcox Back Elevation

The HVAC equipment is planned to be ground mounted and screened with vegetation on the west side of the building. Power will come to the building underground instead of the previous overhead installation.

The interior will be cleaned and painted the original Ford colors (off white and green). None of the original walls or columns will be disrupted. The floors will remain concrete and will be ground and polished. Minimal buildout will occur in the upper level. A couple metal stud walls for bathrooms and a closet and a coffee bar will be built. The rest will remain open. The lower level will maintain the same configuration, with updated bathrooms to code. All light fixtures will be custom built based on the original design.

The Grounds

The original spillway that carried water out the back side of the building exists and will need concrete repair. The spillway and hill sides will be completely cleaned up and opened up. This will be a very unique feature and will contribute to the overall "park" experience. The small parking lot on the SE side, serving the lower level, will get maintained with surface repairs. The open lot on the SW side will get a parking lot that will serve the upstairs area through a subtle sloped winding sidewalk. There will be two biofiltration areas to absorb the rain water runoff from the hard surfaces. There will be a brick monument sign, similar to the one at the Phoenix Mill. This will help tie the Plymouth mills together. There will be bicycle parking and a bicycle repair station, similar to Phoenix Mill. There currently are two entrances off of Hines Dr. One that leads to the SE parking lot and one that leads to the SW open area. These entrances will be maintained. No large healthy trees will be disrupted and new trees are planned to be planted. Overall, the intent of the exterior work is to seamlessly integrate this area into the surrounding Hines Park for the public's enjoyment.

Flood Plain

Initial analysis shows the building to be in a 100-year flood plain. Although not in a more challenging Flood Way, consultation will still be provided by Alpine Land Surveying, one of the foremost experts in flood plain work in the State of Michigan. The process to get a site out of a flood plain could take up to two years. Initial review has been completed and there is a chance to do a new study and provide exact elevations of then damn and building to FEMA and petition for a flood plain map amendment. Alternatively, a small topping coat on the upper level floor could be adequate to remove the building from the flood plain without more extensive analysis. The flood plain status will not prevent working with Michigan EGLE to complete the site plan as submitted with proper cut-fill calculations and EGLE communication.

PUD Eligibility – Uses

The main purpose of the restoration and adaptive reuse of the Wilcox Mill is to preserve the building for future generations. On-going maintenance and preservation of historic structures is costlier and more challenging than newer construction. To ensure these structures are properly maintained, having successful tenants is a must. Maximum zoning flexibility is crucial for the long-term success of the Wilcox Mill. Any tenant, however, will not fit with the desired vision of the project. The vision for the restoration/repurposing is to create a building and space that benefits the surrounding community. There are several uses, as well as yet-to-be-invented uses, in several zoning districts which could meet the goal of providing a community benefit. A PUD is a planning tool used when a building/property does not fit neatly into a defined zoning district. This is the case for the Wilcox Mill. In order to protect the flexible uses of the building, the PUD would encompass permitted uses in the B-1 Local Business District. Additional potential uses could include uses in other districts, and could include:

- Medical office, dental office, physical therapy and chiropractic office; including clinics. Professional offices of lawyers, architects, engineers, and similar or allied professions.

- Offices and showrooms of plumbers, electricians, decorator or similar trades, in connection with which not more than 25 percent of the floor area of the building or part of the building occupied by the establishment is used for making, assembling, remodeling, repairing, altering, finishing, or refinishing its products or merchandise; and provided that the ground floor premises facing upon, and visible from any abutting street shall be used only for entrances, offices, or display. All storage of material on any land shall be within the confines of the building or part thereof occupied by the establishment.
- Pool or billiard parlor or club.
- Storage of materials or goods to be sold at retail provided such storage is within a building or is enclosed as not to be visible to the public from any abutting non-industrial district or public street.

- Any of the following uses shall be permitted when the manufacturing, compounding or processing is conducted wholly within a completely enclosed building. That portion of land used for open storage facilities for materials or equipment, shall be screened from view of public roadways and any adjoining residential uses.

  a. The manufacture, compounding, processing, packaging or treatment of such products as, but not limited to: bakery goods, candy, cosmetics, pharmaceutical, toiletries, food products, hardware and cutlery, tool, die, wood, glass, metal, gauge and machine shops, breweries, wineries and distilleries.

  b. Warehousing and wholesale establishments.

  c. The manufacture, compounding, assembling, reassembly, packaging or treatment of articles or merchandise from previously prepared materials.

  d. The manufacture of textiles, ceramics, glass, clay or stone product.

  e. Manufacture of instruments, plastics or plastic molded products.

- Any of the following uses charged with the principal function of basic research, design pilot or experimental product development, and medical facilities when conducted within a completely enclosed building:
    a. Life science technology and medical laboratories, including but not limited to medical support facilities, biomedical engineering, biotechnology, genomics, proteomics, molecular and chemical ecology.
    b. Material science products, including but not limited to plastics, polymers, laser technology and robotics.
    c. Information technology, including but not limited to electronics, data processing and computer hardware and software.
    d. Automotive.
    e. Alternative energy.
    f. Food products and beverages.

The Special Land Uses sections of each of the Code of Ordinance Articles referenced above will still require review and approval of the Planning Commission.

The current Wilcox Mill Parcel is zoned as R-1 Single Family Residential and is bounded by the R-1 and RM-2 (Multi-Family Residential) zoning groups (see Figure 3). A significant wooded buffer will remain between the other zoned areas and the new Wilcox PUD, ensuring the Wilcox Mill remains an open community asset, without creating a nuisance to others.

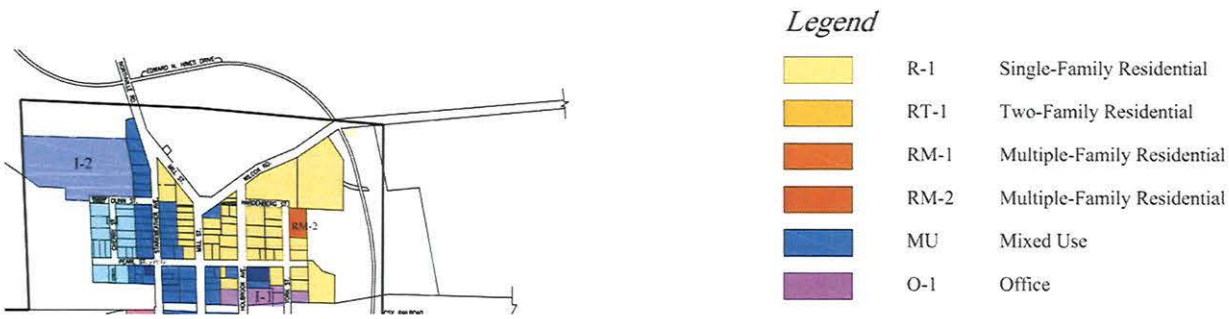


Figure 3: Plymouth City Zoning Surrounding Wilcox Mill

To further ensure the repurposed Wilcox Mill serves the public benefit, the business hours will be limited to 6am – 10pm. This will ensure the current planned uses (Coffee shop, ancillary coffee production, and other retail) fit within the area.

Interested Parties:



Gregory Donofrio – Owner

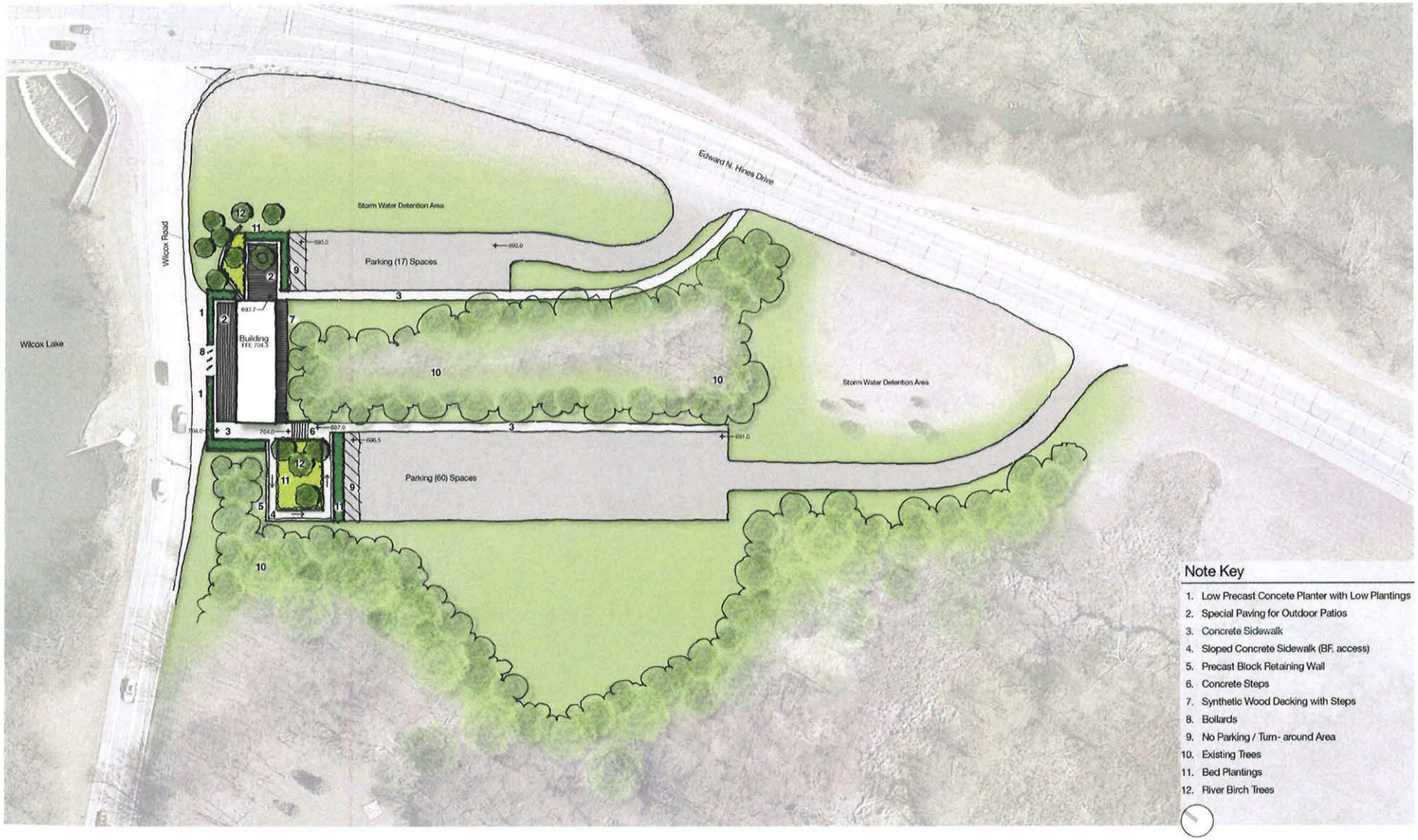


Richard Cox - Owner

RENDERINGS

Building & Conceptual Landscaping Plan





Wilcox Building
Plymouth, Michigan

Conceptual Site Plan
06.06.2022

GRISSIM
METZ ASSOCIATES
ANDRIESE

Lighting Plan

Separate Attachment

MONUMENT SIGN

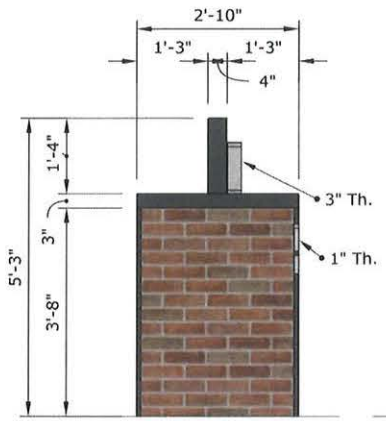
*SIGN WILL BE INDENTICAL TO THE PHOENIX MILL SIGN (SHOWN), EXCEPT WITH 'WILCOX MILL' THIS WILL KEEP CONSISTENCY BETWEEN THE RESTORED FORD MILL BUILDINGS IN OUR PLYMOUTH COMMUNITY.



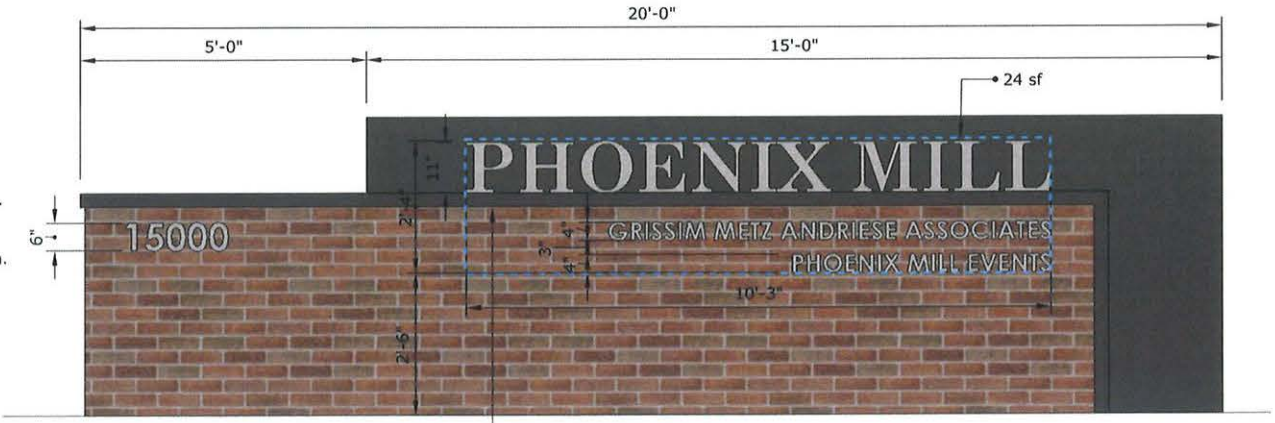
Phoenix Mill
Plymouth Township, Michigan

Entrance Monument Sign
Perspective Rendering
05.24.2022

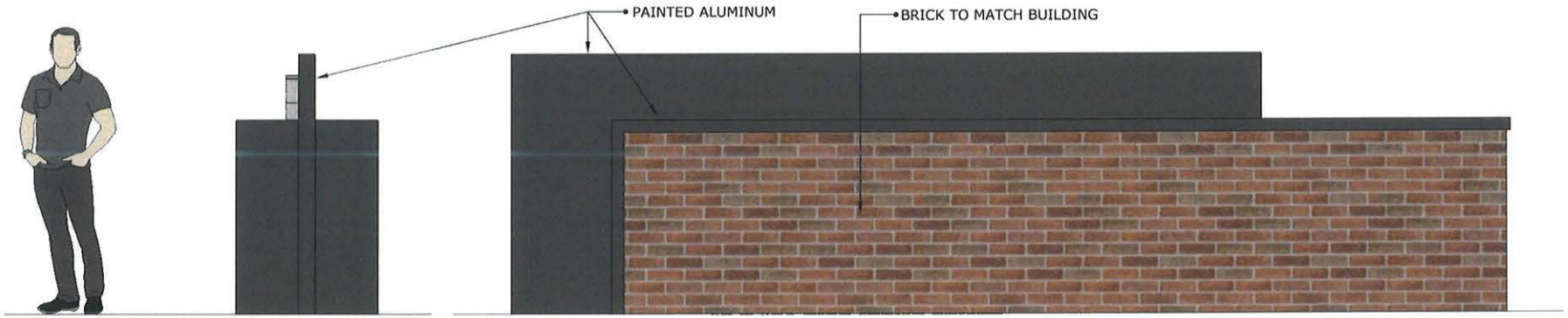
GRISSIM METZ ASSOCIATES ANDRIESE



LEFT SIDE ELEVATION



FRONT ELEVATION



Scale: 1/2" = 1'-0"

Phoenix Mill
Plymouth Township, Michigan

Entrance Monument Sign
Sign Elevations
05.24.2022

GRISSIM METZ ASSOCIATES ANDRIESE

RESTORATION TIMELINE

Building Restoration Timeline

	Est. Start Date	Est. Time to Complete
Side Stair/Platform Rebuild	4/1/25	3 weeks
UL Window Restoration	7/1/24	8 weeks
LL Window Restoration	2/1/25	7 weeks
Exterior Concrete Restoration	4/1/25	4 weeks
Interior Concrete Restoration	5/1/25	4 weeks
Front (Upper- Wilcox Rd Facing) Window/Door Restoration	4/15/25	7 weeks
Lower Level NE Window/Door Installation	6/1/25	7 weeks
UL Buildout	7/1/25	6 weeks
LL Buildout	8/1/25	5 weeks
UL Occupancy	9/15/25	1 week
LL Occupancy	10/15/25	1 week

ENVIRONMENTAL

Phase I Environmental Site Assessment was completed by PM Environmental on February 23rd, 2022. The report references 2 underground storage tanks (USTs) that were previously removed by Wayne County. The removal and monitoring was performed between 1989-1992. After initial removal, soil removal (210 cubic yards) and soil sampling, the excavations were backfilled by Wayne County. After correspondence with the Michigan Department of Natural Resources (MDNR), it was determined that the sampling was insufficient and another 3rd party environmental company (Enkon Environmental Services, Inc.) was engaged. As part of their assessment, they installed 4 monitoring wells. Results were noted below the MDNR Type B soil limits and the result was a recommendation of a Type B closure for the property. The monitoring wells previously noted were part of this analysis and are no longer in use and currently not locatable.

Historical UST Information

Size	Contents	Location	Date Installed	Date Removed	Source
1,500-gallons	Gasoline	South of the current building	Unknown	1989	Building Department records and Regulatory files
6,000-gallons*			1973/1974		

*Some sources also document this UST as being 10,000-gallons

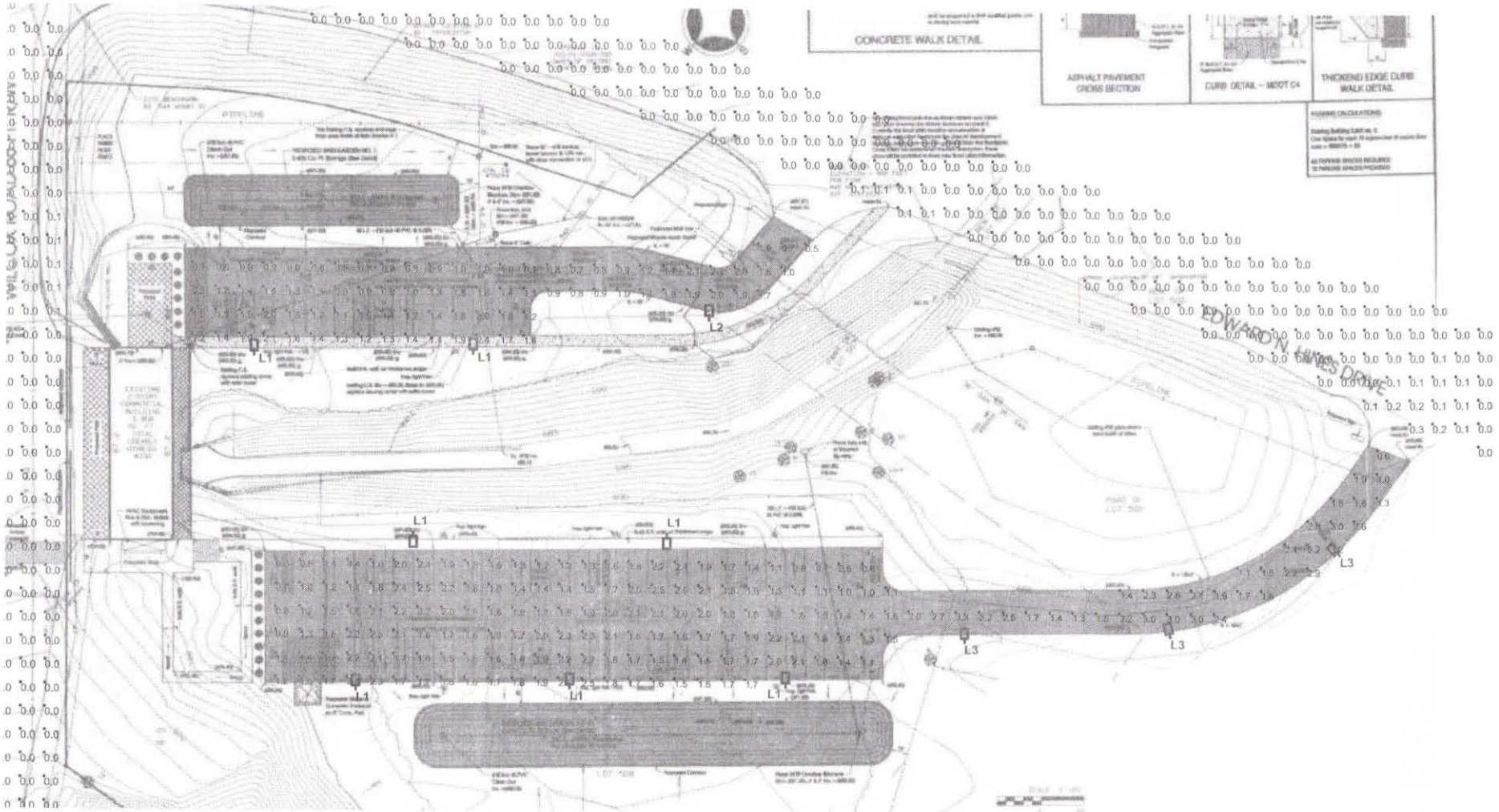
Figure 1: Historical UST table from Phase 1 report by PM Environmental

PICTURES

Historic & Current

FLOOR PLANS

Separate Attachment



Scale: 1 inch= 20 Ft.

Luminaire Schedule							
Symbol	Qty	Label	LLF	Description	Lum. Watts	Lum. Lumens	Mounting Height
	7	L1	0.900	LUMARK PRV-PA1B-730-U-T4W	74	8869	20
	1	L2	0.900	LUMARK PRV-PA1B-730-U-T3	74	8977	20
	3	L3	0.900	LUMARK PRV-PA1A-730-U-T2R	54	6926	20

Calculation Summary						
Label	Units	Avg	Max	Min	Max/Min	Avg/Min
Edward N Hines Drive	Fc	0.01	0.3	0.0	N.A.	N.A.
North Parking Lot	Fc	1.28	2.4	0.5	4.80	2.56
South Parking Lot	Fc	1.76	3.3	0.6	5.50	2.93
Wilcox Road	Fc	0.00	0.1	0.0	N.A.	N.A.

CALCULATION POINTS TAKEN AT GRADE.

NOTES

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF LAYOUT TO EXISTING/FUTURE FIELD CONDITIONS AND ALL MANDATORY BUILDING AND LIFE SAFETY CODES AND COMPLIANCE.

LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS/LEDS AND OTHER VARIABLE FIELD CONDITIONS.

MOUNTING HEIGHTS INDICATED ARE FROM GRADE TO BOTTOM OF LUMINAIRE LENS OR FROM FLOOR TO BOTTOM OF LUMINAIRE LENS, UNLESS OTHERWISE NOTED.

CLARUS DOES NOT ACT AS THE ELECTRICAL, CIVIL OR STRUCTURAL ENGINEER AND DOES NOT DETERMINE BASE REQUIREMENTS AND APPLICABLE CODE COMPLIANCE. CLARUS IS NOT LIABLE FOR ANY CODE COMPLIANCE DISCREPANCY.

LIGHTING LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT OF RECORD IS RESPONSIBLE TO REVIEW FOR CODE COMPLIANCE, INCLUDING AND NOT LIMITED TO - NFPA 101 LIFE SAFETY CODE, MICHIGAN ENERGY CODE, MICHIGAN BUILDING CODE AND/OR IBC CODE, LIGHTING QUALITY COMPLIANCE AND LOCAL LIGHTING ORDINANCES.

FOR SITE PLAN PHOTOMETRICS, THE USE OF ALTERNATES MUST BE RESUBMITTED TO THE CITY FOR APPROVAL.

REVISION
X

date

CLARUS LIGHTING CONTROLS
30775 Barrington St.
Madison Heights, MI 48071
P. 248.677.3560
F. 248.677.3512
E. info@clarusLighting.com

PROJECT TITLE
PHOENIX MILLS PHASE 2
PLYMOUTH, MI

SHEET TITLE
PHOTOMETRIC CALCULATION
SITE

DATE
03-11-24

PROJECT No.
CLC24-114973

SHEET No.
L201

WILCOX ROAD 66 FT. R/W

EDWARD N. HINES DRIVE

Proposed Patio

Proposed Patio

EXISTING 2-STORY COMMERCIAL BUILDING 3,950 SQ. FT. TOTAL USEABLE ADDRESS: #230 ZONING R-1

PROPOSED CONSERVATION EASEMENT OVER NATURAL WATERWAY (Crosshatched area)

Concrete Walk

Proposed Masonry Dumpster Enclosure on 8" Conc. Pad

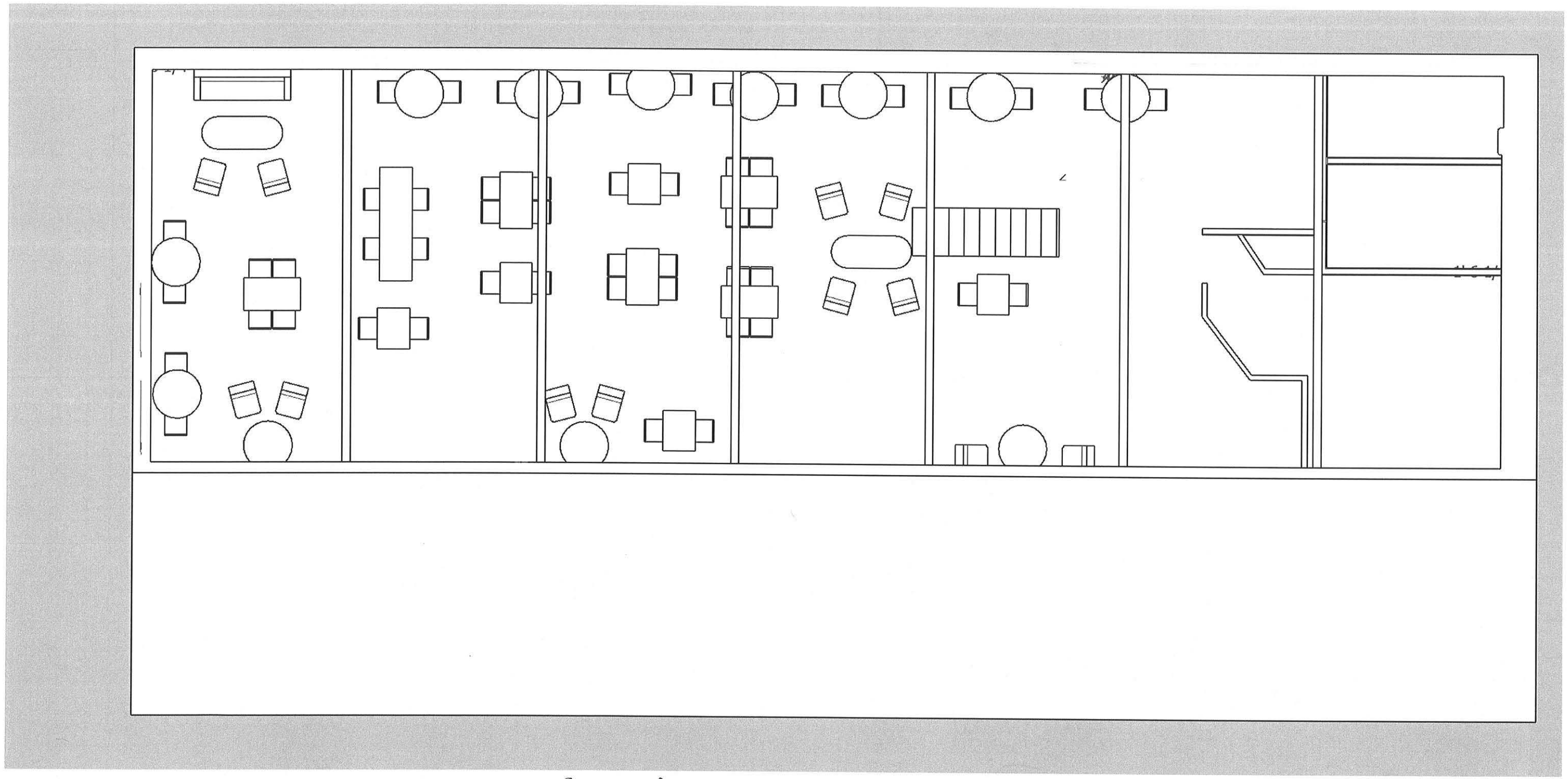
L1 L2 L3

SCALE 1"=20'

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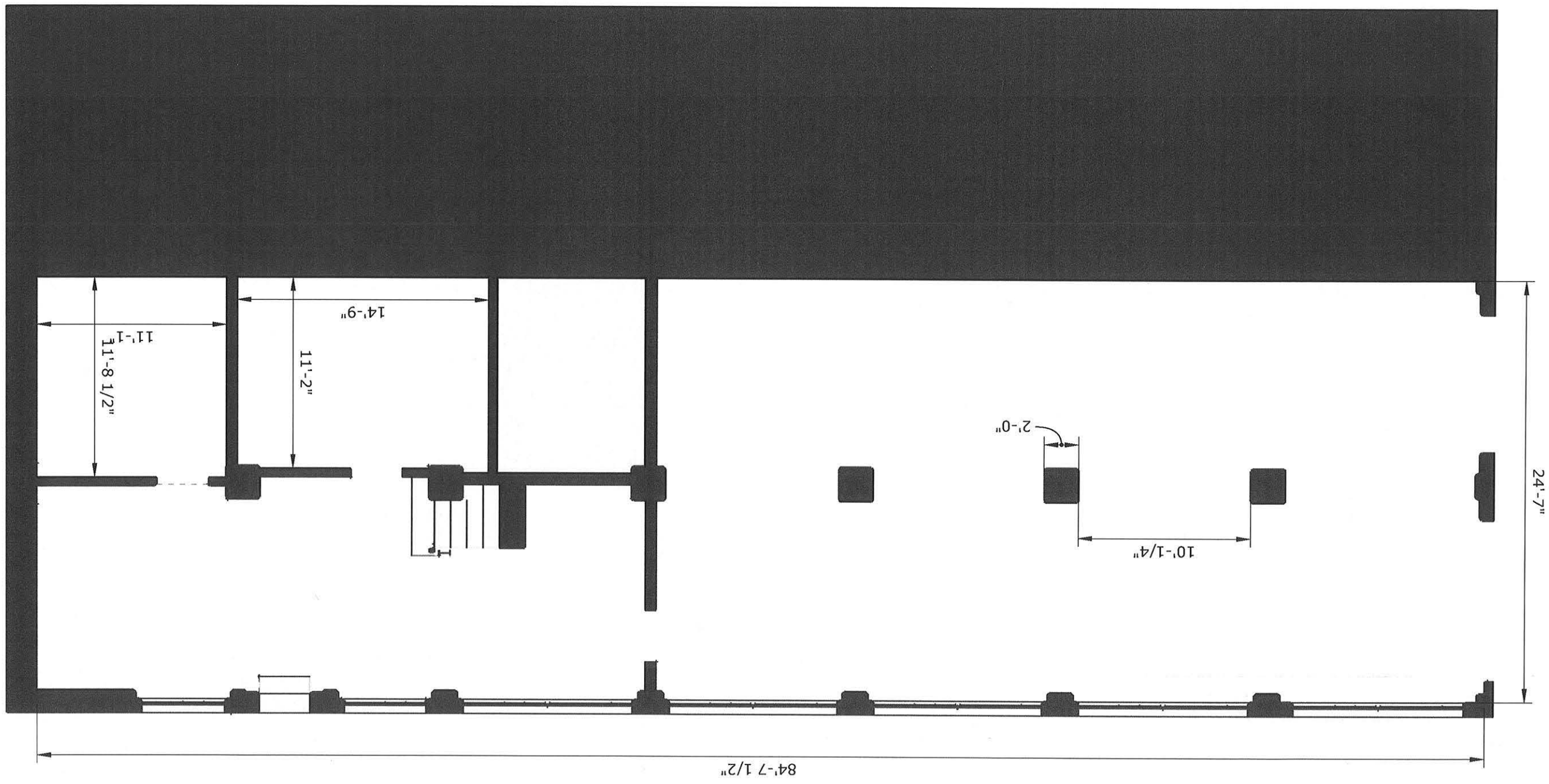
PHOTOMETRIC PLAN PLAN
FOR: DONOFRIO WIL COX, LLC

ALL OF LOT 508 AND PART OF LOTS 506 AND 507, "ASSESSORS PLYMOUTH PLAT NO 16", CITY OF PLYMOUTH, COUNTY OF WAYNE, STATE OF MICHIGAN, AS RECORDED IN L. 66, P. 82 OF PLATS W.C.R.



Upper Level ~ Wilcox

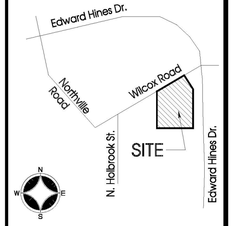
Power Panel – Wilcox



PROPOSED SITE IMPROVEMENT PLANS

DONOFRIO WIL COX, LLC

CITY OF PLYMOUTH, WAYNE COUNTY, MICHIGAN.



VICINITY MAP

GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION, AND IS RESPONSIBLE FOR ANY DAMAGE TO THEM DURING CONSTRUCTION.
2. LOCATIONS OF EXISTING UNDERGROUND UTILITIES, WATER MAIN, GAS MAIN, ELECTRIC AND TELEPHONE LINES WERE OBTAINED FROM EXISTING TOPOGRAPHICAL SURVEY (BY OTHERS), NO GUARANTEE CAN BE MADE TO THE COMPLETENESS OR EXACTNESS OF THE LOCATIONS. UNDERGROUND UTILITIES NOT SHOWN HEREIN MAY EXIST.
3. ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
4. CURRENT ZONING: R–1
   (PROPERTY WILL REQUIRE RE–ZONING) CONSULT WITH CITY OF PLYMOUTH FOR REZONING APPLICATION AND REQUIREMENTS.
5. PARKING CALCULATIONS:
   EXISTING BUILDING 3,950 SQ. FT.
   ONE FOR EACH 75 SQUARE FEET OF USABLE FLOOR AREA
   = 3950/75 = 53

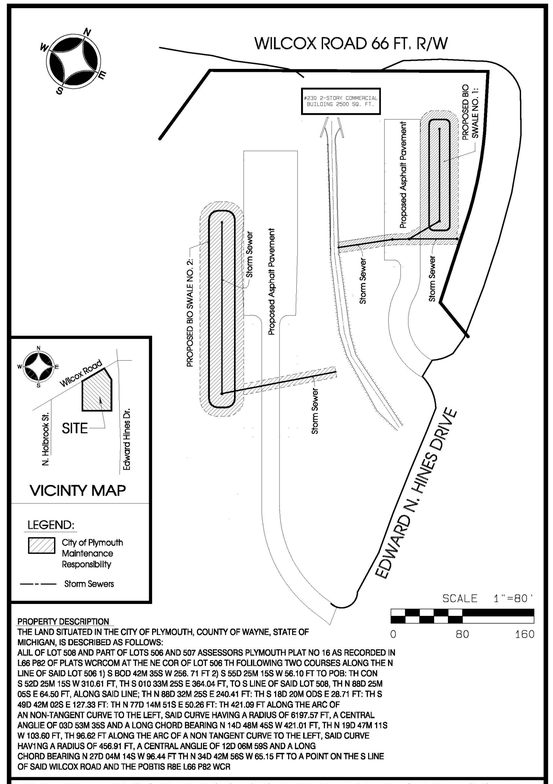
   53 PARKING SPACES REQUIRED
   54 PARKING SPACES PROVIDED
6. GENERAL CONTRACTOR TO PROVIDE AND INSTALL HANDICAP PARKING SIGNS, SIGNS PROVIDED BY CONTRACTOR TO MEET LOCAL REQUIREMENTS.
7. PARKING SPACE STRIPING TO BE PAINTED YELLOW (TYPICAL)
8. SITE LIGHTS, CONTROLS AND POWER BY GENERAL CONTRACTOR. ASSEMBLY NO. BE-201-DLS-X, FIXTURE TYPE: P16A-SH10
9. THE PARKING LOT LIGHTS WILL BE ON A TIMER TO BE COMPLIANT WITH HOURS OF OPERATION.
10. A WAYNE COUNTY SOIL EROSION PERMIT WILL BE REQUIRED.

CONSTRUCTION NOTES

1. ORGANIC SOILS AND UNSUITABLE MATERIALS SHALL BE STRIPPED FROM AREAS OF PROPOSED PAVEMENT CONSTRUCTION. BACKFILL WITH GRANULAR OR OTHER APPROVED MATERIALS TO MEET AGENCY SPECIFICATIONS.
2. ANY RIGHT-OF-WAY OR EASEMENTS NEEDED TO INSTALL THE PROPOSED IMPROVEMENTS MUST BE OBTAINED PRIOR TO CONSTRUCTION.
3. PRIOR TO INSTALLATION OF THE ASPHALT LEVELING COURSE OR SECOND LIFT OF ASPHALT BASE, CURB BACKFILL MUST BE INSTALLED AND COMPACTED TO THE TOP OF CURB.
4. A PERMIT MUST BE OBTAINED FROM THE WAYNE CO. PERMIT DIVISION PRIOR TO ANY WORK BEING DONE ALONG EXISTING COUNTY ROADS.
5. AN EASEMENT FOR ALL PUBLIC STRUCTURES SHALL BE PROVIDED TO CITY OF PLYMOUTH FOR THE PURPOSE OF PROVIDING PUBLIC UTILITIES, INCLUDING WATER, SEWERAGE AND STORM WATER RUNOFF.
6. ALL TRENCHES WITHIN A 1 OR 1 SLOPE FROM THE TOP OF CURB SHALL BE BACKFILLED WITH GRANULAR MATERIAL AND COMPACTED TO 95% OF MAXIMUM UNIT WEIGHT.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CURRENT CITY REQUIREMENTS.

CONSTRUCTION SEQUENCE TABLE

EROSION CONTROL MEASURES	JULY 2025 - OCTOBER 2025
PRIOR TO CONSTRUCTION	DAYS TO COMPLETE
MARK CRITICAL AREAS	1 DAY
INSTALL CONSTRUCTION ENTRANCE	1 DAY
INSTALL SILT FENCE & SILT SACKS	1 DAY
DEMOLITION	
STRIP VEGETATION AND TOPSOIL	1 DAY
MAINTAIN CONTROL MEAURES	
CONSTRUCTION ACTIVITIES	
CONSTRUCT SOIL STOCKPILE	1/2 DAY
INSTALL SILT FENCE AROUND STOCKPILE	1/2 DAY
SEED AND MULCH STOCKPILE	1/2 DAY
MAINTAIN CONTROL MEASURES	
CONSTRUCT SWALES	1 DAY
FINAL GRADING	
CONSTRUCT PAVING & WALKS	3 WEEKS
SEED/SOD/MULCH AS NEEDED	3 DAYS
MAINTAIN CONTROL MEASURES	
SITE RESTORATION AND LANDSCAPING	
INSTALL TOP SOIL AND SOD	1 DAY
INSTALL LANDSCAPING	2 WEEKS
FINALIZE BUILDOUT	8 WEEKS
MAINTAIN CONTROL MEASURES	
POST CONSTRUCTION AFTER	
DISTURBED AREAS HAVE STABILIZED:	
REMOVE SILT FENCE	1/2 DAY
REMOVE INLET FILTERS ON CATCH BASINS	1/2 DAY



VICINITY MAP

LEGEND:

City of Plymouth Maintenance Responsibility

Storm Sewers

PROPERTY DESCRIPTION
THE LAND SITUATED IN THE CITY OF PLYMOUTH, COUNTY OF WAYNE, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:
ALL OF LOT 508 AND PART OF LOTS 506 AND 507 ASSESSORS PLYMOUTH PLAT NO 16 AS RECORDED IN L66 P82 OF PLATS WCRCOM AT THE NE COR OF LOT 506 TH FOLLOWING TWO COURSES ALONG THE N LINE OF SAID LOT 506 1) S 8OD 42M 35S W 256. 71 FT 2) S 55D 25M 15S W 56.10 FT TO POB: TH CON S 52D 25M 1SS W 310.61 FT, TH S 010 33M 25S E 364.04 FT, TO S LINE OF SAID LOT 508, TH N 88D 25M 05S E 64.50 FT, ALONG SAID LINE; TH N 88D 32M 25S E 240.41 FT: TH S 18D 20M ODS E 28.71 FT: TH S 49D 42M 02S E 127.33 FT: TH N 77D 14M 51S E 50.26 FT: TH 421.09 FT ALONG THE ARC OF AN NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 6197.57 FT, A CENTRAL ANGLE OF 03D 53M 35S AND A LONG CHORD BEARING N 14D 48M 46S W 421.01 FT, TH N 19D 47M 11S W 103.60 FT, TH 96.62 FT ALONG THE ARC OF A NON TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 456.91 FT, A CENTRAL ANGLE OF 12D 06M 59S AND A LONG CHORD BEARING N 27D 04M 14S W 96.44 FT TH N 34D 42M 56S W 65.15 FT TO A POINT ON THE S LINE OF SAID WILCOX ROAD AND THE POBTIS RBE L66 P82 WCR

EXHIBIT "A" ~ PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM

ALL OF LOT 508 AND PART OF LOTS 506 AND 507, "ASSESSORS PLYMOUTH PLAT NO 16", CITY OF PLYMOUTH, WAYNE CO., MI.

CLIENT:
Donofrio Wil Cox, LLC
1156 Beech St.
Plymouth, MI. 48170
Attn: Greg Donofrio
248.470.4836

Surveying - Engineering - Consultation
TRUE NORTH SURVEYING, INC.
23481 Gloria Drive, Brownstown, MI. 48183
Phone: (734) 676 - 7799, Fax: (734) 676 - 4990
Web: TNsurveying.com

SHEET 1 OF 2 | Scale: 1" = 80 Feet | Date: 1/08/2024
Job # : 2024 ~ 001

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STORM WATER MANAGEMENT SYSTEM LONG TERM MAINTENANCE SCHEDULE

Property Information:
DONOFRIO WIL COX, LLC
Contact : Greg Donofrio 248-470-4836

A. PHYSICAL LIMITS OF THE STORM WATER MANAGEMENT SYSTEM
The storm water management system (SWMS) subject to this long term maintenance plan (Plan) is depicted on Exhibit "A" to the permit and includes without limitation the storm sewers, swales, manholes, catch basins, storm water inlets and closed conduits that convey the flow from the detention system into the existing storm sewer.

For the purposes of this plan, this storm water management system and all of its components as shown on Exhibit "A" is referred to as Donofrio Wil Cox, LLC SWMS.

B. TIME FRAME FOR LONG TERM MAINTENANCE RESPONSIBILITY
Donofrio Wil Cox, LLC is responsible for maintaining the Donofrio Wil Cox, LLC SWMS, including complying with applicable requirements of the local or Wayne County soil erosion and sedimentation control program. Long term maintenance responsibility for the Donofrio Wil Cox, LLC SWMS commences immediately upon construction approval. Long term maintenance continues in perpetuity.

C. MANNER OF ENSURING MAINTENANCE RESPONSIBILITY
Donofrio Wil Cox, LLC has the responsibility to maintain the system and City of Plymouth retains the right to enter the property and perform the necessary maintenance of the Donofrio Wil Cox, LLC SWMS if the Donofrio Wil Cox, LLC fails to perform the required maintenance activities.

D. LONG TERM MAINTENANCE PLAN AND SCHEDULE
Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspection, preventative maintenance and remedial actions) Table 1 also identifies site specific work need to ensure that the storm water management system functions properly.

TABLE 1 MAINTENANCE ACTIVITIES	SYSTEM COMPONENT								
Monitoring/Inspection	Storm Sewer System	Inlets	Vegetation/Plantings	Bio Swale Areas	Open and Structures	Buffer Areas	Rip Rap	Forest Areas	Frequency
Inspect for sediment accumulation/clogging of stone filter	x	x	x	x	x	x		x	2 times per year
Inspect for floatables, dead vegetation and debris	x	x	x	x	x	x			Annually and after major events
Inspect for erosion and integrity of banks and berms		x	x	x		x	x		Annually and after major events
Inspect all components during wet weather and compare to as-built plans	x	x	x	x	x	x	x	x	Annually
Monitor plantings/vegetation			x	x		x			2 times per year
Ensure means of access for maintenance remain clear/open	x	x	x	x	x	x	x	x	Annually
Preventative Maintenance									
Mowing				x		x			Up to 2 times/year, select areas only
Remove accumulated sediment	x	x		x	x				As needed
Remove floatables, dead vegetation and debris	x	x	x	x	x	x			As needed
Replace subsurface components					x		x		Every 3 years or as needed
Remove invasive plant species				x		x			Annually
Reapply / Replace mulch layer				x					Re apply every 6 months, replace every 2 yr.
Sweep paved areas								x	As needed
Remedial Actions									
Repair/stabilize areas of erosion			x	x		x	x		As needed
Replaced dead plantings, bushes, trees				x	x		x		As needed
Reseed bare areas			x	x		x			As needed
Structural repairs	x	x			x		x		As needed
Make adjustments/repairs to ensure proper functioning	x	x	x	x	x	x	x	x	As needed

MAINTENANCE

Chemicals shall not be applied to forbay, detention pond, 25 ft. buffer strips and vegetated swales.
Inlets and outlets should be inspected periodically for blockage, signs of soil erosion, and structural damage. Swales should be inspected for sediment accumulation semiannually and after rain events. Sediment that is impeding flow should be removed. Inlets, outlets, and appurtenances (e.g., grates) should be inspected annually for structural integrity. Outlets should be checked regularly for clogging and should be cleaned when necessary, especially after large storm events. At a minimum when sediments accumulate to a depth of 6"-12" or if sediment resuspension is observed.

EXHIBIT "B" ~ LONG TERM MAINTENANCE PLAN

ALL OF LOT 508 AND PART OF LOTS 506 AND 507, "ASSESSORS PLYMOUTH PLAT NO 16", CITY OF PLYMOUTH, WAYNE CO., MI.

CLIENT:
Donofrio Wil Cox, LLC
1156 Beech St.
Plymouth, MI. 48170
Attn: Greg Donofrio
248.470.4836

Surveying - Engineering - Consultation
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23481 Gloria Drive, Brownstown, MI. 48183
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SHEET 2 OF 2 | Scale: 1" = N/A Feet | Date: 1/08/2024
Job # : 2024 ~ 001

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SHEET INDEX:

	PG. #
Cover Sheet	1
Topographical Survey (by others)	2
Site Plan	3
Storm Sewer Profiles and Details	4
Soil Erosion & Sedimentation Control Plan	5
Landscape Plan (by others)	6 & 7
Standard Details MD1, SE1, ST1, ST2, SW1, SS1, SS2	8 ~ 14
Building Elevations (by others)	15

PROPERTY DESCRIPTION
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CONTACT INFORMATION:

Applicant/Owner
Donofrio Wil Cox, LLC
Gregory Donofrio
PO Box 935
Northville, MI 48167
Phone: 248-201-8415

Landscape Architect
Grissim Metz Andriese Associates
Paul Andriese, PLA, ASLA
15000 Edward Hines Dr.
Plymouth, MI 48170
Phone: 248-347-7010

Architect
Sahba La'al, RA, PE
1450 Jones Drive
Ann Arbor, MI 48105
Phone: 734-761-3245

Engineer & Surveyors:
True North Surveying, Inc.
Michael Johnson, PS
23481 Gloria Drive
Brownstown, MI. 48183
Phone 734-676-7799

STATE OF MICHIGAN — ROBERT JAMES ABAR — ENGINEER — No. 27101 — REGISTERED PROFESSIONAL ENGINEER

Robert James Abar, P.E. # 27101

STATE OF MICHIGAN — MICHAEL DAVID JOHNSON — PROFESSIONAL SURVEYOR — No. 52457 — LICENSED PROFESSIONAL SURVEYOR

Michael D. Johnson, P.S. # 52457

DEVELOPER:
Wil Cox, LLC
1156 Beech St.
Plymouth, MI. 48170
Attn: Greg Donofrio
248.470.4836

COVER SHEET
FOR: DONOFRIO WIL COX, LLC

ALL OF LOT 508 AND PART OF LOTS 506 AND 507, "ASSESSORS PLYMOUTH PLAT NO 16", CITY OF PLYMOUTH, COUNTY OF WAYNE, STATE OF MICHIGAN, AS RECORDED IN L. 66, P. 82 OF PLATS W.C.R.

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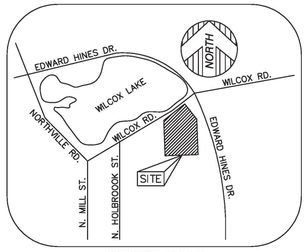
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REVISIONS:

1/16/2025

SHEET 1 OF 15
Job # : 2024 ~ 001



VICINITY MAP
(NOT TO SCALE)

PARKING
MARKED PARKING ON SITE.

PARCEL AREA
186,230± SQUARE FEET = 4.275± ACRES

BASIS OF BEARING
NORTH 52°25'15" EAST, BEING THE SOUTHEASTERLY RIGHT OF WAY LINE OF WILCOX ROAD, AS SHOWN.

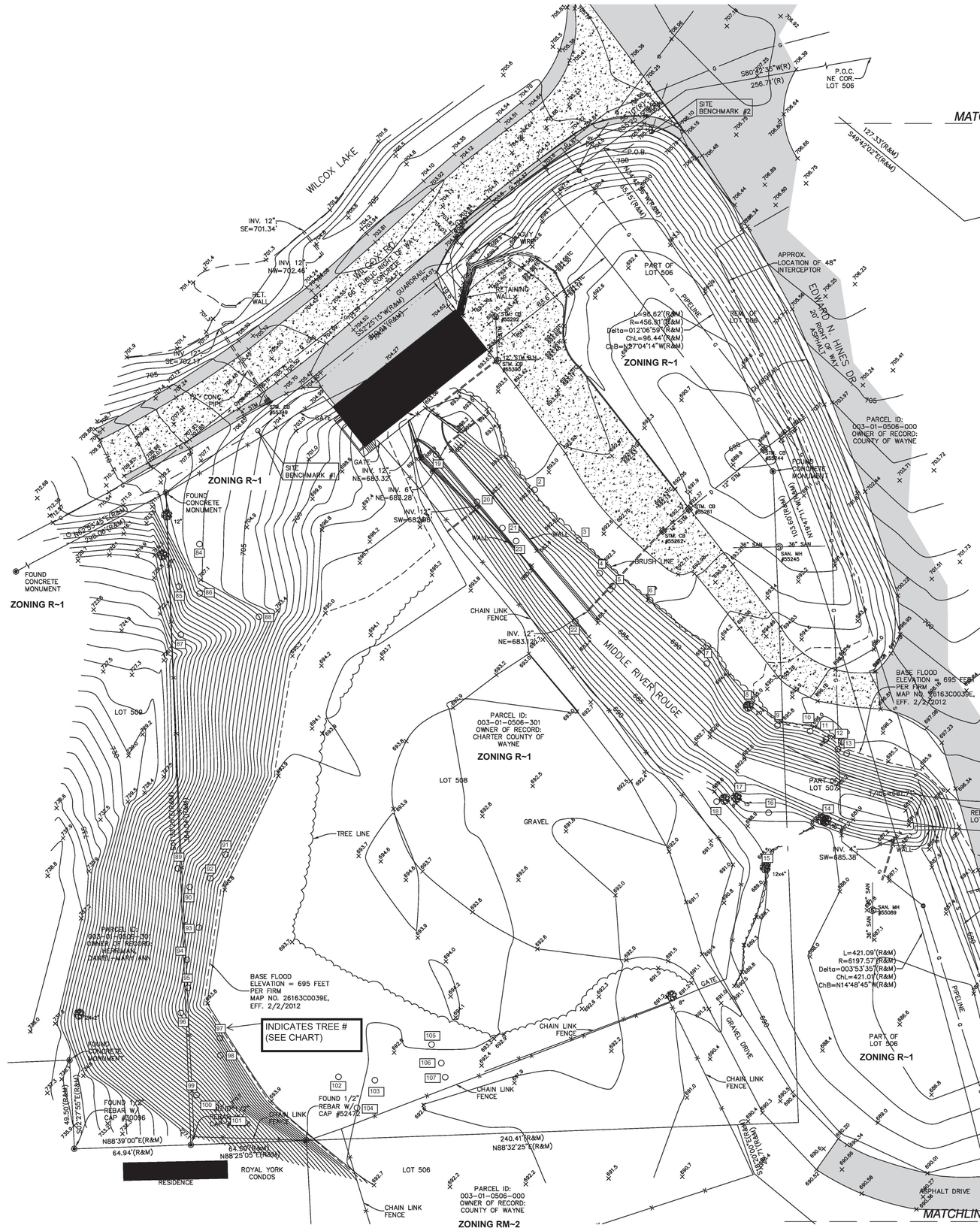
BENCHMARK
SITE BENCHMARK #1
MAG NAIL IN UTILITY POLE, NE OF NW PROPERTY CORNER.
ELEVATION = 706.61' (NAVD 88)

SITE BENCHMARK #2
PANTED BLUE "X" ON SOUTHWEST BOLT OF STRAIN POLE AT SOUTHWESTERLY CORNER OF WILCOX ROAD AND EDWARD N. HINES DRIVE.
ELEVATION = 708.14' (NAVD 88)

SURVEYOR'S NOTE
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES OTHER THAN THE STRUCTURE INVENTORY SHOWN HEREON.

LEGEND

◉	FOUND MONUMENT (AS NOTED)
(R&M)	RECORD AND MEASURED DIMENSION
(R)	RECORD DIMENSION
(M)	MEASURED DIMENSION
0.00	GROUND ELEVATION
○	UTILITY POLE
⊙	GAS LINE MARKER
⋈	GAS VALVE
Ⓢ	SANITARY MANHOLE
⊕	ROUND CATCH BASIN
▦	SQUARE CATCH BASIN
Ⓓ	STORM DRAIN MANHOLE
	SINGLE POST SIGN
	DOUBLE POST SIGN
	DECIDUOUS TREE (AS NOTED)
	PARCEL BOUNDARY LINE
	PLATTED LOT LINE
	BUILDING
	CONCRETE CURB
	EDGE OF CONCRETE (CONC.)
	EDGE OF ASPHALT (ASPH.)
	EDGE OF GRAVEL
-x-	FENCE (AS NOTED)
	WALL (AS NOTED)
	TREE / BRUSH LINE (AS NOTED)
	OVERHEAD UTILITY LINE
G	GAS LINE
S	SANITARY LINE
D	STORM LINE
	UNDERGROUND PIPE (AS NOTED)
	EDGE OF WATER (AS NOTED)
	MINOR CONTOUR LINE
	MAJOR CONTOUR LINE
	BUILDING AREA
	ASPHALT
	CONCRETE





GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

Tree #	Common Name	Trunk Size (Inch)
2	Catalpa Tree	11
3	Box Elder	11
4	Elm	11
5	Elm	11
6	Mulberry	11
7	Maple	18
8	Box Elder	18
9	Ash	17
10	Walnut	13
11	Elm	14
12	Elm	10
13	Elm	15
14	Walnut	18
15	Elm	13
16	Ash	16
17	Elm	16
18	Elm	11
19	Box Elder	11
20	Honey Locust	12
21	Box Elder	11
22	Maple	15
23	Box Elder	12
84	Hickory	25
85	Elm	15
86	Elm	12
87	Elm	12
88	Ash	17
89	Maple	13
90	Swamp Hickory	11
91	Ash	15
92	Ash	20
93	Elm	18
94	Elm	16
95	Oak	13
96	Box Elder	20
97	Box Elder	15
98	Box Elder	19
99	Elm	13
100	Swamp Hickory	13
101	Swamp Hickory	15
102	Walnut	21
103	Swamp Hickory	13
104	Box Elder	18
105	Box Elder	12
106	Box Elder	12
107	Box Elder	12

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TITLE REPORT NOTE
A CURRENT TITLE POLICY HAS NOT BEEN FURNISHED AT TIME OF SURVEY, THEREFORE EASEMENTS AND/OR ENCUMBRANCES AFFECTING SUBJECT PARCEL MAY NOT BE SHOWN.

MANHOLE SCHEDULE

#	TYPE	RIM (FT)	SIZE (IN)	DIRECTION	INVERT (FT)
55089	SANITARY MANHOLE	688.07	36	N	670.32
			36	S	670.27
55244	CATCH BASIN	689.59	12	SW	686.94
			12	NE	686.84
55245	SANITARY MANHOLE	691.61	36	W	671.51
			36	E	671.46
55261	CATCH BASIN	692.20	12	NE	686.40
			12	SW	686.35
55262	CATCH BASIN	692.25	12	SW	686.25
			12	NE	686.30
55292	BEEHIVE CATCH BASIN	692.98	12	S	689.78
55300	CATCH BASIN	693.69	12	N	690.89
			12	SW	690.79
			12	E B.H.	690.84
55349	CATCH BASIN	705.69	12	NW	702.84
			4	SW	703.24

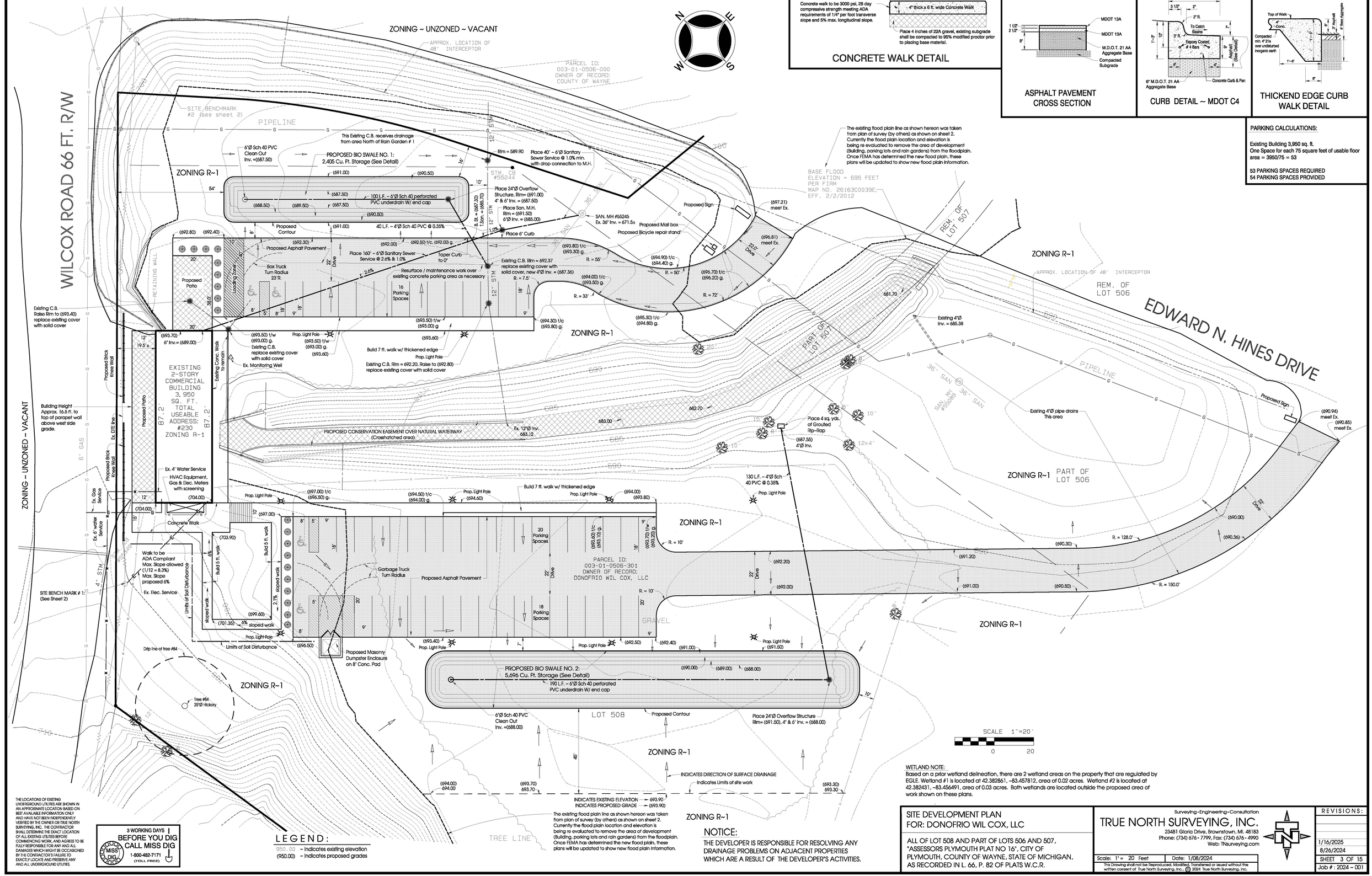
FLOOD NOTE
SUBJECT PARCEL LIES WITHIN:

SPECIAL FLOOD HAZARD AREA (ZONE AE): BASE FLOOD ELEVATIONS DETERMINED. ELEV. = 695 FEET

OTHER AREA (ZONE X): AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

AS SHOWN ON FLOOD INSURANCE RATE MAP: MAP NUMBER 26163C0039E, DATED 2/2/2012, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

TOPOGRAPHICAL SURVEY BY OTHERS



Concrete walk to be 3000 psi, 28 day compressive strength meeting ADA requirements of 1/4" per foot transverse slope and 5% max. longitudinal slope.

CONCRETE WALK DETAIL

ASPHALT PAVEMENT CROSS SECTION

CURB DETAIL ~ MDOT C4

THICKEND EDGE CURB WALK DETAIL

PARKING CALCULATIONS:

Existing Building 3,950 sq. ft.
One Space for each 75 square feet of usable floor area = 3950/75 = 53

53 PARKING SPACES REQUIRED
54 PARKING SPACES PROVIDED

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION BASED ON BEST AVAILABLE INFORMATION ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR TRUE NORTH SURVEYING, INC. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

3 WORKING DAYS
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171
(TOLL FREE)

LEGEND:
950.00 ~ Indicates existing elevation
(950.00) ~ Indicates proposed grades

NOTICE:
THE DEVELOPER IS RESPONSIBLE FOR RESOLVING ANY DRAINAGE PROBLEMS ON ADJACENT PROPERTIES WHICH ARE A RESULT OF THE DEVELOPER'S ACTIVITIES.

WETLAND NOTE:
Based on a prior wetland delineation, there are 2 wetland areas on the property that are regulated by EGLE. Wetland #1 is located at 42.382861, -83.457812, area of 0.02 acres. Wetland #2 is located at 42.382431, -83.456491, area of 0.03 acres. Both wetlands are located outside the proposed area of work shown on these plans.

SITE DEVELOPMENT PLAN
FOR: DONOFRIO WIL COX, LLC

ALL OF LOT 508 AND PART OF LOTS 506 AND 507, "ASSESSORS PLYMOUTH PLAT NO 16", CITY OF PLYMOUTH, COUNTY OF WAYNE, STATE OF MICHIGAN, AS RECORDED IN L. 66, P. 82 OF PLATS W.C.R.

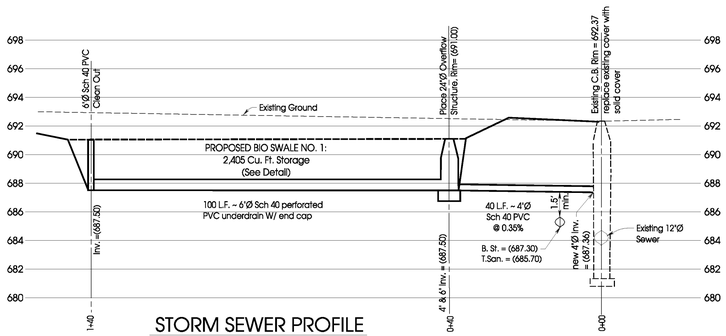
Surveying • Engineering • Consultation
TRUE NORTH SURVEYING, INC.
23481 Gloria Drive, Brownstown, MI. 48183
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Scale: 1" = 20 Feet | Date: 1/08/2024

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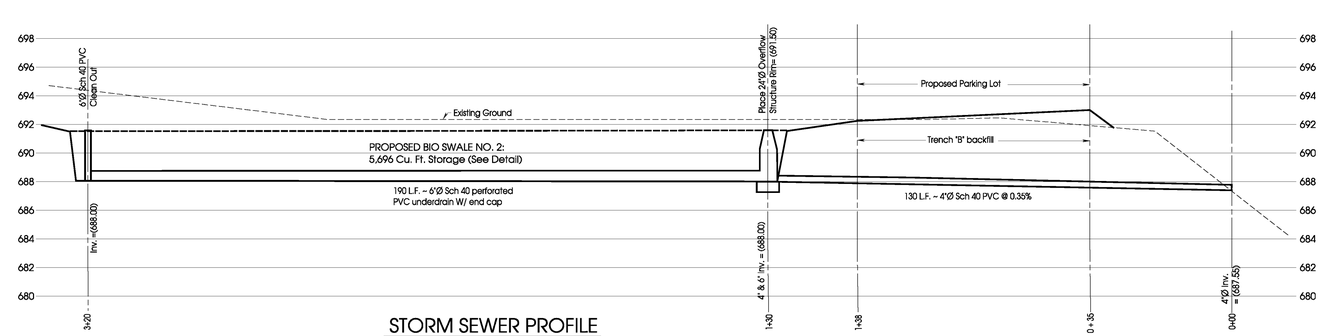
REVISIONS:
1/16/2025
8/26/2024

SHEET 3 OF 15
Job # : 2024 ~ 001



STORM SEWER PROFILE
BIO SWALE # 1

Scale: Horizontal: 1" = 20', Vertical: 1" = 5'



STORM SEWER PROFILE
BIO SWALE # 2

Scale: Horizontal: 1" = 20', Vertical: 1" = 5'

STORM SEWER RUNOFF VOLUME CALCULATIONS:

Bio Swale # 1 (NORTH SIDE OF SITE)

Area draining into the proposed Bio Swale = 0.377 acres

Land Use	Area	Runoff Coefficient
Impervious	0.361 ac	0.95
Lawn	0.016 ac.	0.30

DRAINAGE DISTRICT:
Area #1 - Into Bio Swale – 0.377 acres
Existing Lawn area north of proposed Bio Swale
No. 1 drains in an existing Catch basin located near
the S.E. corner of the proposed Bio Swale # 1

Closed Conduit Sizing - Rational Method
Q = C I A

Weighted Runoff Coefficient:
C = (0.361 x 0.95) + (0.016 x 0.30) / 0.377 = 0.92

Use 10 min. for initial time of concentration

Intensity for 100 year storm
I = 101 / (12.33 + T) ^ 0.84 = 7.4 in/hr

Vcpvc = A * C * 3,630
Vcpvc = 0.377 x 0.92 x 3630 = 1259 cubic feet

Channel Protection Rate Control (CPRC)
Vcprc = A * C * 6,897
Vcprc = 0.377 x 0.92 x 6897 = 2,392 cubic feet

100-year Flood Control Volume Calculations
100-yr Allowable Release Rate Q allowable
Q allow = 1.1055- 0.207 ln (A)
Q allow = 1.1055 - 0.207 ln (0.377) = 1.307 cfs/acre

A site that is less than 2 acres must use variable release rate of 1 cfs/ac.

100 yr Peak allowable Discharge (Qo)
Qo = Q allow x A
Qo = 1 x 0.377 = 0.377 cfs

Calculate 100-year Pond Volume:
100-yr Peak Pond Inflow Qi = C x I100 x A
Qi = 0.92 x 7.4 x 0.377 = 2.567 cfs

100-yr Runoff Volume (Vr):
Vr = 18,900 x C x A
Vr = 18,900 x 0.92 x 0.377 = 6,555

Storage Ratio (Vr/Vs):
Vs / Vr = 0.206 - 0.15 ln (Qo / Qa)
Vs/Vr = 0.206-0.15 ln (0.377/2.567) = 0.4937

100-yr Required Storage Volume (Vs):
Vs = Vr x Storage Ratio or Vs = Vr x (0.206-0.15 ln (Qo / Qi))
Vs = 6,555 x 0.4937 = 3,236

The site plan must accommodate the following volumes:
CPVC: 1,259 cu. ft.
CPRC: 2,392 cu. ft.
Flood Control: 3,236 - 1,259 = 1,977

Orifice Calculations Outlet Restrictor Size for CPRC (Extended Detention)
Average Discharge Rate (Qave):
Qave = CPRC Vol / 172,800 = cfs
Qave = 1259/172800 = 0.00729

Bio Swale storage depth = 3.5 ft.
Have = 3.5/2 = 1.75 ft.

Extended Detention Orifice Area (a):
A = qave / 0.62 sqrt 2 x G x have
0.00729 / 0.62 x sq rt 64.4 x 1.75 = 0.00756/7.87 = 0.0011076 sq. ft.

Extended Detention Orifice Diameter (d):
d = 12 x sqrt 4 x (A/ pie) = 12 x sqrt 4 x (0.0011076/ pie = 0.45 Dia inches

The calculated orifice size, 0.45 inches, is less than the minimum orifice size of 1 inch. Set the orifice size at 1 inch; this automatically meets the Extended Detention requirement, use 4" dia. To prevent clogging.

STORAGE PROVIDED IN BIO SWALE NO. 1:

Storage in Surface Pond (max. 6" deep)..	Elevation	Area	Volume
	691.00	2830.	
	690.50	2548	(2830 + 2548) /2 x 0.5 = 1345 cu. ft.
Storage in Planting Soil And Gravel Layers (Based on 20% void)			
	690.50	2548	
	687.50	990	(2548 + 990) /2 x 3 x 20% = 1061 cu. ft.

Total Volume Required = 1,977 cu. ft.
Total Volume Provided = 1345 + 1061 = 2,405 cu. ft.

BIO SWALE # 2 (SOUTH SIDE OF SITE)

Area draining into the proposed Bio Swale = 1.45 acres

Land Use	Area	Runoff Coefficient
Impervious	0.998 ac	0.95
(Includes area for 22 additional parking spaces)		
Lawn	0.452 ac	0.30

DRAINAGE DISTRICTS:
Area #2 - Into Bio Swale – 1.45 acres
Existing Lawn area north of drive drains
Into existing 4" dia. Pipe.

Closed Conduit Sizing - Rational Method
Q = C I A

Weighted Runoff Coefficient:
C = (0.998 x 0.95) + (0.452 x 0.30) / 1.45 = 0.75

Use 10 min. for initial time of concentration

Intensity for 100 year storm
I = 101 / (12.33 + T) ^ 0.84 = 7.4 in/hr

Vcpvc = A * C * 3,630
Vcpvc = 1.45 x 0.75 x 3630 = 3947.63 cubic feet

Channel Protection Rate Control (CPRC)
Vcprc = A * C * 6,897
Vcprc = 1.45 x 0.75 x 6897 = 7500 cubic feet

100-year Flood Control Volume Calculations
100-yr Allowable Release Rate Q allowable
Q allow = 1.1055- 0.207 ln (A)
Q allow = 1.1055 - 0.207 ln(1.45) = 1.029 cfs/acre

A site that is less than 2 acres must use variable release rate of 1 cfs/ac.

100 yr Peak allowable Discharge (Qo)
Qo = Q allow x A
Qo = 1 x 1.45 = 1.45 cfs

Calculate 100-year Pond Volume:
100-yr Peak Pond Inflow Qi = C x I100 x A
Qi = 0.75 x 7.4 x 1.45 = 8.04 cfs

100-yr Runoff Volume (Vr):
Vr = 18,900 x C x A
Vr = 18,900 x 0.75 x 1.45 = 20,554

Storage Ratio (Vr/Vs):
Vs / Vr = 0.206 - 0.15 ln (Qo / Qa)
Vs/Vr = 0.206-0.15 ln (1.45/8.04) = 0.463

100-yr Required Storage Volume (Vs):
Vs = Vr x Storage Ratio or Vs = Vr x (0.206-0.15 ln (Qo / Qi))
Vs = 20,554 x 0.463 = 9517

The site plan must accommodate the following volumes:
CPVC: 3,948 cu. ft.
CPRC: 7,500 cu. ft.
Flood Control: 9517 - 3948 = 5569

Orifice Calculations Outlet Restrictor Size for CPRC (Extended Detention)
Average Discharge Rate (Qave):
Qave = CPRC Vol / 172,800 = cfs
Qave = 3948/172800 = 0.02284

Bio Swale storage depth = 3.5 ft.
Have = 3.5/2 = 1.75 ft.

Extended Detention Orifice Area (a):
A = qave / 0.62 sqrt 2 x G x have
0.02284 / 0.62 x sq rt 64.4 x 1.75 = 0.00756/7.87 = 0.0347 sq. ft.

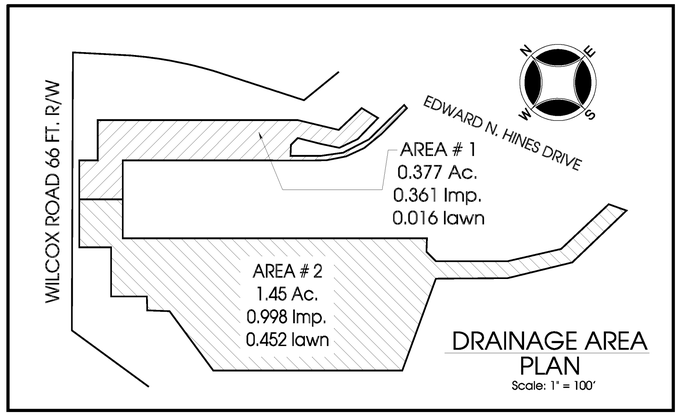
Extended Detention Orifice Diameter (d):
d = 12 x sqrt 4 x (A/ pie) = 12 x sqrt 4 x (0.0347/ pie = 2.52 Dia inches

The calculated orifice size, 2.52 inches, use 4" dia/ to prevent clogging.

STORAGE PROVIDED IN BIO SWALE NO. 1:

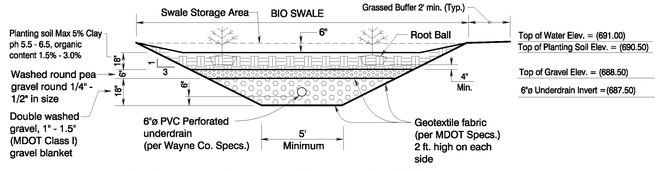
Storage in Surface Pond (max. 6" deep)..	Elevation	Area	Volume
	691.50	6293.	
	691.00	5816	(6293 + 5816) /2 x 0.5 = 3027 cu. ft.
Storage in Planting Soil And Gravel Layers (Based on 20% void)			
	691.00	5816	
	688.00	3081	(5816 + 3081) /2 x 3 x 20% = 2669 cu. ft.

Total Volume Required = 5569 cu. ft.
Total Volume Provided = 3027 + 2669 = 5696 cu. ft.

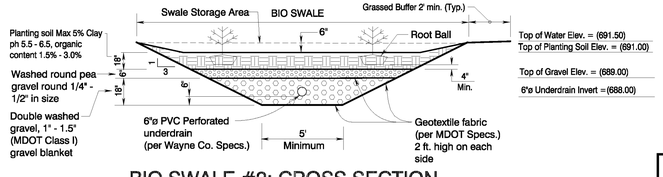


DRAINAGE AREA PLAN

Scale: 1" = 100'



BIO SWALE #1: CROSS SECTION



BIO SWALE #2: CROSS SECTION

BIO SWALE RECOMMENDED PLANTING LIST:

RECOMMENDED SHRUBS

American Cranberrybush Viburnum -Viburnum trilobum
Black Chokeberry - Aronia prunifolia
Buttonbush - Cephalanthus occidentalis
Fragrant Sumac - Rhus aromatica
Meadowsweet - Spiraea alba
Nannyberry Viburnum - Viburnum lentago
Ninebark - Physocarpus opulifolius
Redosier Dogwood - Cornus stolonifera
Shrubby Cinquefoil - Potentilla fruticosa
Shrubby St. John's-Wort - Hypericum prolificum
Spicebush - Lindera benzoin
Steeplebush - Spiraea tomentosa
Virginia Sweetspire - Itea virginica

RECOMMENDED WILDFLOWERS

Beardtongue - Penstemon digitalis
Bergamot (Bee-Balm) -Monarda fistulosa
Black-Eyed Susan -Rudbeckia hirta
Blue Flag Iris -Iris versicolor
Blue Vervain -Verbena hastata
Boneset – Eupatorium perfoliatum
Cardinal Flower - Lobelia cardinalis
Columbine – Aquilegia Canadensis
Culver's Root – Veronicastrum virginicum
Golden Alexanders - Zizia aurea
Great Blue Lobelia – Lobelia siphilitica
Heath Aster - Aster ericoides
Ironweed - Vernonia missurica
Joe-Pye Weed – Eupatorium fistulosum
Marsh Blazing Star - Liatris spicata
Mountain-Mint – Pycnanthemum virginianum
New England Aster - Aster novae-angliae
Queen-of-the-Prairie - Filipendula rubra
Sneezeweed – Helenium autumnale
Spiderwort – Tradescantia ohiensis
Swamp Goldenrod - Solidago patula
Three-Lobed Coneflower - Rudbeckia triloba
White Turtlehead – Chelone glabra
Wild Strawberry - Fragaria virginiana

3 WORKING DAYS
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171
(TOLL FREE)

DONOFRIO WIL COX, LLC
STORM SEWER PROFILES AND DETAILS

ALL OF LOT 508 AND PART OF LOTS 506 AND 507, "ASSESSORS PLYMOUTH PLAT NO 16", CITY OF PLYMOUTH, COUNTY OF WAYNE, STATE OF MICHIGAN, AS RECORDED IN L. 66, P. 82 OF PLATS W.C.R.

Surveying - Engineering - Consultation
TRUE NORTH SURVEYING, INC.
23481 Gloria Drive, Brownstown, MI. 48183
Phone: (734) 676 - 7799, Fax: (734) 676 - 4990
Web: TNsurveying.com

REVISIONS:

Scale: = As Shown | Date: 1/08/2024

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SOIL EROSION & SEDIMENTATION CONTROL NOTES:

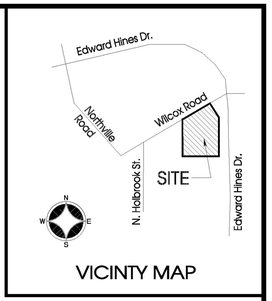
1. Based on the Wayne County Soil Survey the subject site contains Cohoctah fine sandy loam
2. The proposed earth change area = 1.74 Acres
3. All items on approved SESC plan and permit must be completed.
4. All disturbed earth must be permanently stabilized with vegetation or hard surface.
5. All temporary SESC devices may be removed after Certificate of Completion.
6. Accumulated sediment must be removed from the entire storm sewer system.
7. All stockpiled materials/topsoil shall be protected with silt fence until permanently stabilized. Material shall be used on site for final grading and landscaping.

SESC MAINTENANCE PLAN

1. Contractor shall be responsible for all SESC maintenance including all of the following (as a minimum):
2. Soil tracked, spilled, dumped or deposited onto public streets, highways, sidewalks or other public thoroughfares must be removed promptly. Street scraping shall be performed daily along with weekly street sweeping (as a minimum).
3. A temporary crushed rock tracking pad must be installed at the construction entrance and exit. This tracking pad must be maintained with fresh stone periodically. Construction must be limited to designated entrance and exit.
4. Daily Dust control.
5. Inspect SESC devices on a weekly basis or within 24 hours of every rain event.

SOIL EROSION & SEDIMENTATION CONTROL SEQUENCE:

1. INSTALL TEMPORARY SESC DEVICES:
   Install fabric filter fence & install "Silt Sack" on existing structures
   Install 2 ~ 20' x 50' x 6" thick crushed rock driveway with woven geotextile liner.
2. BEGIN CLEARING OPERATIONS & EARTH CHANGE
3. TEMPORARY STABILIZATION OF EARTH CHANGE
4. BEGIN CONSTRUCTION OF STORM SEWER & RAIN GARDENS SYSTEM.
5. BEGIN PARKING LOT CONSTRUCTION
6. FINAL SITE GRADING
7. PERMANENTLY STABILIZE DISTURBED AREAS WITH SEED & MULCH / HYDRO SEED
   (Minimum requirements for seeding, fertilizer and mulch bare ground ratio)
   Topsoil = 3 inches in depth
   Grass seed = 215 LBS per Acre
   Fertilizer = 150 LBS per Acres
   Straw Mulch = 3 inches in depth, 1.5 to 2 tons per acre
   (all mulching must have tie down)



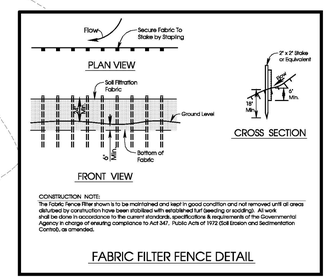
VICINITY MAP

S.E.S.C. QUANTITIES:

1760 L.F. of Fabric Filter Fence

(2) ~Construction drive per Wayne Co. Detail CD~1

(5) ~ Silt Sack



FABRIC FILTER FENCE DETAIL

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION BASED ON BEST AVAILABLE INFORMATION ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR TRUE NORTH SURVEYING, INC. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

3 WORKING DAYS
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171
(TOLL FREE)

The existing flood plain line as shown hereon was taken from plan of survey (by others) as shown on sheet 2. Currently the flood plain location and elevation is being re evaluated to remove the area of development (Building, parking lots and rain gardens) from the floodplain. Once FEMA has determined the new flood plain, these plans will be updated to show new flood plain information.

SCALE 1"=20'
0 20

DONOFRIO WIL COX, LLC

SOIL EROSION & SEDIMENTATION CONTROL PLAN

ALL OF LOT 508 AND PART OF LOTS 506 AND 507, 'ASSESSORS PLYMOUTH PLAT NO 16', CITY OF PLYMOUTH, COUNTY OF WAYNE, STATE OF MICHIGAN, AS RECORDED IN L. 66, P. 82 OF PLATS W.C.R.

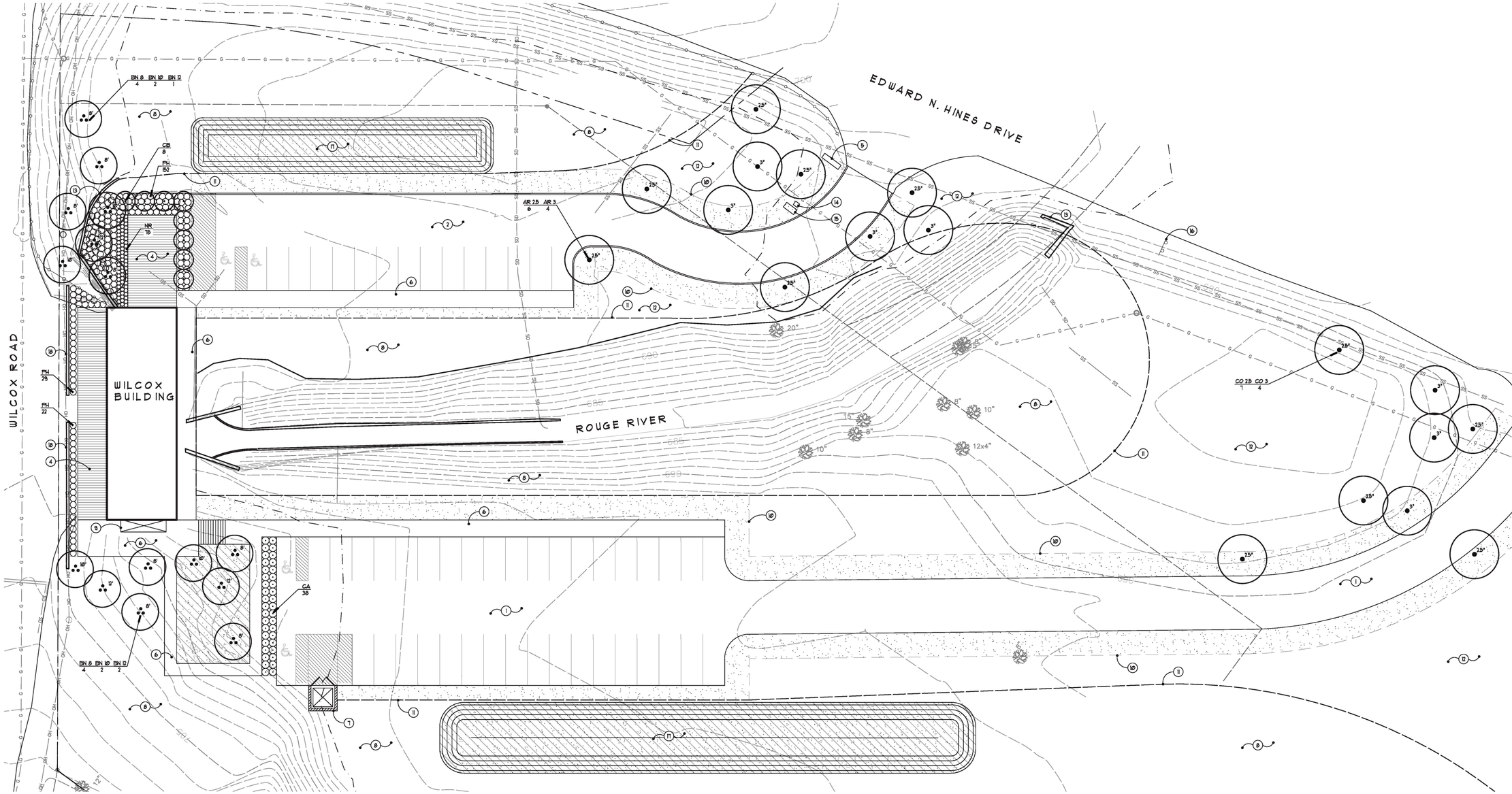
Surveying•Engineering•Consultation
TRUE NORTH SURVEYING, INC.
23481 Gloria Drive, Brownstown, MI. 48183
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Web: TNsurveying.com

Scale: 1" = 20 Feet | Date: 1/08/2024

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REVISIONS:
8/26/2024

SHEET 5 OF 13
Job # : 2024 ~ 001



Plant List

Shrubs, Perrenials, Groundcover, and Grasses

CODE	QTY.	DESCRIPTION	SIZE	COMMENTS
CA	38	Calamagrostis a. 'Karl Foerster'	3 gal.	Plant 36" o.c.
		Foerster's Reed Grass		
NR	75	Nepeta racemosa 'Walker's Low'	1 gal.	Plant 18" o.c.
		Walker's Low Catmint		
PH	203	Pennisetum a. 'Hamelin'	3 gal.	Plant 30" o.c.
		Dwarf Fountain Grass		

Trees

CODE	QTY.	DESCRIPTION	SIZE	COMMENTS
AR 2.5	6	Acer r. 'Franksred'	2.5" cal.	B&B
		Red Sunset Maple		
AR 3	4	Acer r. 'Franksred'	3" cal.	B&B
		Red Sunset Maple		
BN 8	8	Betula nigra 'Cully'	8' ht.	Multi-stem 3-5 stems min.
		Heritage River Birch	B&B	
BN 10	4	Betula nigra 'Cully'	10' ht.	Multi-stem 3-5 stems min.
		Heritage River Birch	B&B	
BN 12	3	Betula nigra 'Cully'	12' ht.	Multi-stem 3-5 stems min.
		Heritage River Birch	B&B	
CB	9	Carpinus betulus 'Frans Fontaine'	2.5" cal.	B&B
		Frans Fontaine Hornbeam		
CO 2.5	7	Celtis occidentalis	2.5" cal.	B&B
		Hackberry		
CO 3	4	Celtis occidentalis	3" cal.	B&B
		Hackberry		

Note Key:

1. ASPHALT PAVING - REFER TO CIVIL
2. CONCRETE PAVING WITH INTEGRAL CURB - REFER TO CIVIL
3. CONCRETE CURB - REFER TO CIVIL
4. CLAY BRICK PAVERS ON COMPACTED AGGREGATE BASE
5. PROPOSED SIGN
6. CONCRETE WALK - REFER TO CIVIL
7. DUMPSTER ENCLOSURE - REFER TO CIVIL
8. UNCUT TURF - EXISTING VEGETATION AND/OR LAWN TO REMAIN. RESTORE DISTURBED AREAS WITH 2" DEPTH TOPSOIL AND MEADOW LAWN SEED MIX
9. HVAC EQUIPMENT WITH SCREENING. - REFER TO CIVIL
10. LIMIT OF SEEDED LAWN, TYP.
11. LIMIT OF UNCUT TURF, TYP.
12. CUT TURF - RESTORE DISTURBED AREAS WITH 4" DEPTH TOPSOIL AND SEEDED LAWN
13. EXISTING RETAINING WALL TO REMAIN
14. PROPOSED MAILBOX
15. PROPOSED BICYCLE REPAIR STAND
16. EXISTING SIGNAGE TO REMAIN
17. BIO-SWALE WITH MEADOW LAWN SEED MIX - REFER TO CIVIL PLANS
18. PROPOSED BRICK KNEE WALL

Legend:

- PROPERTY LINE
- LINE OF 100 YEAR FLOOD PLAIN
- EXISTING TREE TO REMAIN AND BE PROTECTED
- SEEDED LAWN ON 4" DEPTH TOPSOIL
- MEADOW LAWN SEED MIX ON 2" DEPTH TOPSOIL
- AA — PLANT CODE AND QUANTITY - REFER TO PLANT LIST

811 Know what's below. Call before you dig.

0' 10' 20' 40'

SCALE: 1"=20'

NORTH

DONOFRIO WIL COX, LLC

GRISSIM METZ ASSOCIATES ANDRIESE

Landscape Architecture

15000 Edward N. Hines Dr., Suite A
Plymouth, MI 48170

Ph: 248-347-7010

Project:
Wilcox Mill Building
Plymouth, Michigan

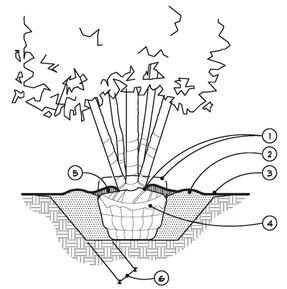
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Landscape Plan

Job Number: C75-241
Drawn: CAS / CJT
Checked: PRA
Scale: 1"=20'

Date: 2025.01.21
Issued for: Final PUD Submittal

Sheet Number: L101

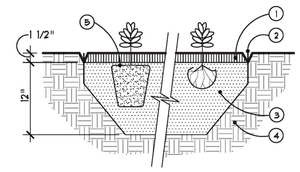
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NOTES:
1. CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION
2. 3-5 TRUNK MINIMUM TREE
3. TREES 14' HT AND LARGER TO BE GUYED (3 PER TREE) REFER TO TYPICAL TREE PLANTING DETAIL FOR GUYING NOTES

1. AREA OF "RAPID TAPER" (REMOVE ALL SOILS ABOVE THIS LINE AND SET TREE TO THIS FINISH GRADE)
2. TREE PIT, 2X BALL DIAMETER. BACKFILL WITH EXCAVATED, NATIVE SOIL. PULVERIZE SOIL PRIOR TO BACKFILL TO 1" OR SMALLER. ELIMINATE ALL VOIDS. PROVIDE SOIL SAUCER RING AROUND TREE PIT
3. FINISH GRADE WITH LAWN SLOPED AWAY FROM TREE
4. REMOVE BURLAP BACK TO 6" BELOW GRADE, CUT WIRE BASKET
5. 4" DEPTH SHREDDED BARK MULCH. DO NOT FILL MULCH UP AROUND TRUNK.
6. 12" MINIMUM BETWEEN ROOT BALL AND EDGE OF PLANT PIT

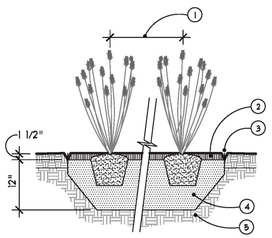
2 L201 — Multi-Stem Tree Planting Detail
NOT TO SCALE



NOTES
1. IN MASS PLANTINGS ENTIRE BED SHALL BE EXCAVATED
2. SEE PLANS FOR SPACING
3. CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION AND SUBMIT RESULT TO LANDSCAPE ARCHITECT

1. 1-1/2" DEPTH DOUBLE PROCESSED SHREDDED BARK MULCH
2. ALUMINUM EDGING BETWEEN LAWN AND PLANT BEDS, TYP. - REFER TO PLANS AND SPECS
3. EXCAVATE EXISTING SOIL 12" DEEP FILL WITH PLANT MIX AND FERTILIZER (SEE SPECS.) CUT PLANTING PIT SIDES @ 60° ANGLE
4. UNDISTURBED SUBGRADE
5. REMOVE CONTAINER

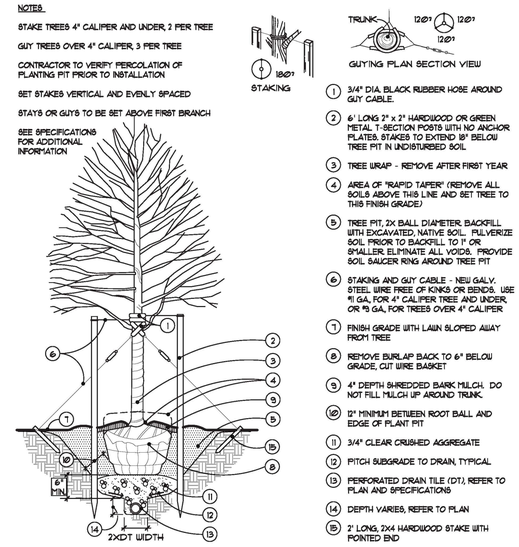
4 L201 — Perennial Planting Detail
NOT TO SCALE



NOTES
CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION AND SUBMIT RESULT TO LANDSCAPE ARCHITECT

1. SEE PLANT LIST FOR SPACING
2. 3" DEPTH DOUBLE PROCESSED SHREDDED BARK MULCH, TYP.
3. ALUMINUM EDGING BETWEEN LAWN AND PLANT BEDS, TYP. - REFER TO PLANS AND SPECS
4. EXCAVATE EXISTING SOIL 12" DEEP FILL WITH PLANT MIX - REFER TO SPECS
5. UNDISTURBED SUBGRADE

3 L201 — Ornamental Grass Planting Detail
NOT TO SCALE



NOTES
STAKE TREES 4" CALIPER AND UNDER, 2 PER TREE
GUY TREES OVER 4" CALIPER, 3 PER TREE
CONTRACTOR TO VERIFY PERCOLATION OF PLANTING PIT PRIOR TO INSTALLATION
SET STAKES VERTICAL AND EVENLY SPACED
STAYS OR GUYS TO BE SET ABOVE FIRST BRANCH
SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION

1. 3/4" DIA. BLACK RUBBER HOSE AROUND GUY CABLE.
2. 6' LONG 2" x 2" HARDWOOD OR GREEN METAL T-SECTION POSTS WITH NO ANCHOR PLATES. STAKES TO EXTEND 18" BELOW TREE PIT IN UNDISTURBED SOIL
3. TREE WRAP - REMOVE AFTER FIRST YEAR
4. AREA OF "RAPID TAPER" (REMOVE ALL SOILS ABOVE THIS LINE AND SET TREE TO THIS FINISH GRADE)
5. TREE PIT, 2X BALL DIAMETER. BACKFILL WITH EXCAVATED, NATIVE SOIL. PULVERIZE SOIL PRIOR TO BACKFILL TO 1" OR SMALLER. ELIMINATE ALL VOIDS. PROVIDE SOIL SAUCER RING AROUND TREE PIT
6. STAKING AND GUY CABLE - NEW GALV. STEEL WIRE FREE OF KINKS OR BENDS. USE #11 GA. FOR 4" CALIPER TREE AND UNDER, OR #9 GA. FOR TREES OVER 4" CALIPER
7. FINISH GRADE WITH LAWN SLOPED AWAY FROM TREE
8. REMOVE BURLAP BACK TO 6" BELOW GRADE, CUT WIRE BASKET
9. 4" DEPTH SHREDDED BARK MULCH. DO NOT FILL MULCH UP AROUND TRUNK.
10. 12" MINIMUM BETWEEN ROOT BALL AND EDGE OF PLANT PIT
11. 3/4" CLEAR CRUSHED AGGREGATE
12. PITCH SUBGRADE TO DRAIN, TYPICAL
13. PERFORATED DRAIN TILE (DT), REFER TO PLAN AND SPECIFICATIONS
14. DEPTH VARIES, REFER TO PLAN
15. 2' LONG, 2X4 HARDWOOD STAKE WITH POINTED END

1 L201 — Deciduous Tree Planting Detail with Drain Tile
NOT TO SCALE

DONOFRIO WIL COX, LLC

GRISSIM METZ ASSOCIATES ANDRIESE

Landscape Architecture

15000 Edward N. Hines Dr., Suite A
Plymouth, MI 48170

Ph: 248-347-7010

Project:
Wilcox Mill Building
Plymouth, Michigan

Sheet:
Landscape Details

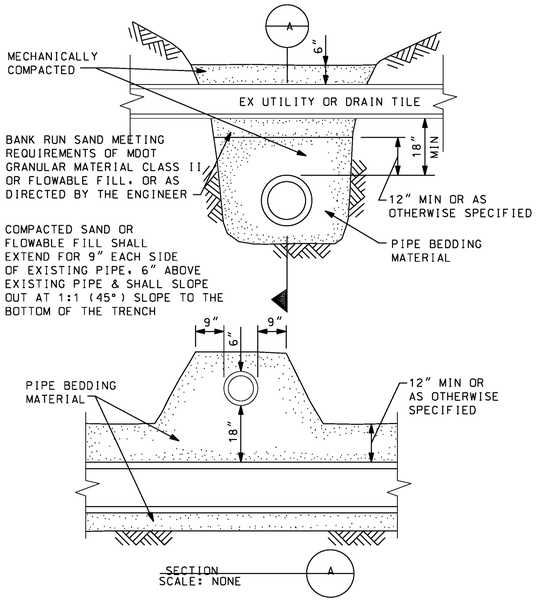
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Checked: PRA
Scale:

Date: 2025.01.21
Issued for: Final PUD Submittal

Sheet Number: L102

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NOTE:
WHERE CONCRETE ENCASEMENT IS SPECIFIED FOR NEW UTILITY A 6" MINIMUM LAYER OF MECHANICALLY COMPACTED SAND SHALL BE MAINTAINED BETWEEN EXISTING UTILITY & TOP OF CONCRETE ENCASEMENT.



STANDARD PIPE SUPPORT
N.T.S.

GENERAL NOTES

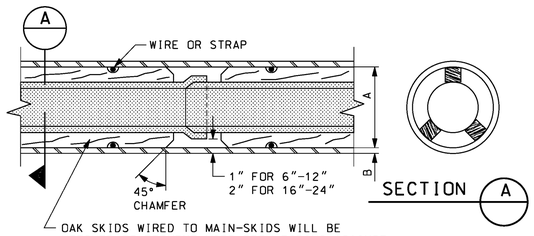
1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL ATTEND A RECONSTRUCTION MEETING, AT A TIME AND PLACE AS ARRANGED BY THE COMMUNITY, IN WHICH VARIOUS UTILITY COMPANIES AND GOVERNMENTAL AGENCY REPRESENTATIVES WILL BE PRESENT.
2. PRIOR TO CONSTRUCTION, THE CONTRACTOR MUST HAVE IN HIS POSSESSION A COPY OF ALL PERMITS NECESSARY TO CONSTRUCT A CONNECTION TO, OR AN EXTENSION OF, THE WATER SUPPLY, SANITARY SEWER, OR STORM SEWER SYSTEMS.
3. THE CONTRACTOR SHALL MAINTAIN HIS CONSTRUCTION OPERATIONS WITHIN THE PRESENTLY EXISTING ROAD RIGHTS-OF-WAY AND EASEMENTS AS NOTED ON THE PLANS THROUGHOUT THE PROJECT. IN THE EVENT THAT THE CONTRACTOR DEEMS IT NECESSARY OR ADVISABLE TO OPERATE BEYOND THE LIMITS OF THE EXISTING RIGHTS-OF-WAY OR EASEMENTS, HE SHALL BE RESPONSIBLE FOR MAKING SPECIAL WRITTEN AGREEMENTS WITH THE PROPERTY OWNERS AND SHALL FURNISH SUCH COPIES OF AGREEMENTS TO THE COMMUNITY AND ENGINEER.
4. THE CONTRACTOR SHALL NOTIFY "MISS DIG" (800-482-7171) 3 DAYS (NOT INCLUDING HOLIDAYS OR WEEKENDS) BEFORE STARTING CONSTRUCTION. HE SHALL MAKE ANY NECESSARY ARRANGEMENTS WITH UTILITY COMPANIES FOR RELOCATION OF EXISTING UTILITIES. THESE ARRANGEMENTS SHALL BE MADE IN SUFFICIENT TIME TO ALLOW THE RELOCATION WORK TO BE COMPLETED WITHOUT INTERFERING WITH OR DELAYING THE SEWER CONSTRUCTION.
5. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND THE ENGINEER 48 HOURS PRIOR TO UNCOVERING ANY EXISTING UTILITIES.
6. ON ALL WORK WITHIN THE WAYNE COUNTY RIGHT-OF-WAY, THE CONTRACTOR SHALL NOTIFY THE COUNTY ENGINEER AND THE COMMUNITY 72 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.
7. THE CONTRACTOR SHALL MAINTAIN ALL TRAFFIC AT ALL TIMES AS PER THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
8. THE CONTRACTOR SHALL AT ALL TIMES PROVIDE EMERGENCY ACCESS TO PROPERTY IN THE VICINITY OF THE CONSTRUCTION FOR POLICE AND FIRE EQUIPMENT, AMBULANCES OR OTHER EMERGENCY VEHICLES TO PROTECT LIFE, HEALTH AND PROPERTY.
9. THE CONTRACTOR SHALL MAINTAIN PUBLIC ROADS AFFECTED BY THE CONSTRUCTION OPERATIONS IN A PASSABLE CONDITION UNTIL SUCH TIME AS FINAL RESTORATION OF THESE IMPROVEMENTS CAN BE MADE. IF THE PUBLIC SAFETY IS IN DANGER OR THE NECESSITY EXISTS FOR MAINTAINING TRAFFIC, BACKFILLING MUST BE COMPLETED IMMEDIATELY. IN THE EVENT THAT THE NECESSARY BACKFILL MATERIAL AND EQUIPMENT ARE NOT AVAILABLE WHEN DIRECTION IS GIVEN FOR IMMEDIATE BACKFILL, THE TRENCH SHALL BE BACKFILLED WITH NATIVE MATERIAL TO PROVIDE FOR THE NECESSARY MAINTENANCE OF TRAFFIC AND SAFETY; HOWEVER, THE NATIVE MATERIAL SHALL BE REMOVED WITHIN 48 HOURS AND THE TRENCH PROPERLY BACKFILLED.

GENERAL NOTES CONTINUED

10. NO STREET, ROAD OR SECTION THEREOF SHALL BE CLOSED TO THROUGH TRAFFIC UNLESS AUTHORIZED BY THE AGENCY WITH JURISDICTION OVER THE ROADS. PRIOR TO CLOSING A STREET, ROAD, OR SECTION THEREOF, THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A COPY OF A DETOUR PLAN APPROVED BY THE AGENCY HAVING JURISDICTION OVER THE ROADS.
11. IN THE EVENT ROADS ARE TO BE CLOSED, THE CONTRACTOR SHALL NOTIFY THE LOCAL FIRE DEPARTMENT, POLICE DEPARTMENT, LOCAL ROAD AUTHORITY, AMBULANCE AND EMERGENCY SERVICES, DEPARTMENT OF PUBLIC WORKS, PUBLIC TRANSIT AUTHORITY, PUBLIC SCHOOL SYSTEM, LOCAL TRASH PICKUP AUTHORITY, AND PUBLIC AND PRIVATE UTILITIES DAILY AS TO WHAT STREETS WILL BE PARTLY BLOCKED OR CLOSED, THE LENGTH OF TIME THE STREETS WILL BE BLOCKED OR CLOSED AND WHEN THE STREETS WILL BE REOPENED TO TRAFFIC.
12. PAVED STREETS AND DRIVEWAYS SHALL BE MAINTAINED IN A REASONABLE STATE OF CLEANLINESS AND THE CONTRACTOR SHALL REMOVE ACCUMULATIONS OF DEBRIS CAUSED BY HIS OPERATIONS. THE CONTRACTOR SHALL HAVE, AS A MINIMUM, AN OPERATING SWEEPER BROOM ON THE SITE AT ALL TIMES. THE PAVEMENT SHALL BE CLEANED AT THE CLOSE OF EACH DAYS OPERATION AND AS OFTEN AS NECESSARY BEFORE THAT TIME. FAILURE TO COMPLY SHALL BE CAUSE TO STOP CONSTRUCTION. CONTRACTOR SHALL ALSO COMPLY WITH THE LOCAL AIR POLLUTION CONTROL ORDINANCE.
13. ALL GRAVEL AND DIRT ROADS, STREETS OR DRIVEWAYS USED SHALL BE MAINTAINED BY GRADING, PLACING DUST PALLIATIVES, AND MAINTENANCE GRAVEL IN SUFFICIENT QUANTITIES TO ELIMINATE DUST AND MAINTAIN TRAFFIC AS DIRECTED BY THE AGENCY.
14. CONTRACTOR SHALL PROVIDE ALL NECESSARY SHEETING, SHORING, DEWATERING, BRACING, TRENCH BOXES, ETC., TO PERFORM WORK SAFELY AND PROTECT EXISTING UTILITIES AND IMPROVEMENTS.
15. THE FLOW IN THE EXISTING SEWERS SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.16. CULVERTS, DITCHES, DRAIN TILES, TILE FIELD, DRAINAGE STRUCTURES, ETC., THAT ARE DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE IMMEDIATELY RESTORED.
16. CULVERT, DITCHES, DRAIN TILES, TILE FIELDS, DRAINAGE STRUCTURES, ETC. THAT ARE DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE IMMEDIATELY RESTORED.
17. ALL PROPERTY IRONS AND MONUMENTS, IF DISTURBED OR DESTROYED BY THE CONTRACTOR'S OPERATION, SHALL BE REPLACED BY A LICENSED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
18. AFTER ALL THE PIPE, STRUCTURES, ETC., HAVE BEEN LAID, CONSTRUCTED, AND BACKFILLED, THE SYSTEM SHALL BE TESTED AND FINAL INSPECTED. THE INSPECTION AND TESTING SHALL CONSIST OF A FIRST INSPECTION, TELEVISION INSPECTION (IF APPLICABLE) TESTING, AND FINAL INSPECTION AND MEASUREMENT. THE CONTRACTOR SHALL PROVIDE THE NECESSARY SUPERVISION, LABOR, TOOLS, EQUIPMENT, AND THE MATERIALS NECESSARY FOR THE TESTS WHICH SHALL BE CONDUCTED IN THE PRESENCE OF THE ENGINEER. HE ENGINEER SHALL BE NOTIFIED TWO (2) WORKING DAYS IN ADVANCE OF ALL TESTING.

GENERAL NOTES CONTINUED

19. THE FIRST INSPECTION SHALL BE COMPLETED AND ALL REPAIRS MADE IN AMPLE TIME SO THAT THE TELEVISION INSPECTION OF THE UNDERGROUND PORTION OF THE SYSTEM CAN BE COMPLETED WITHIN FOUR (4) WEEKS OF THE COMPLETION OF THE CONSTRUCTION. WHEN RE-TELEVISION IS NECESSARY, AN ADDITIONAL TWO (2) WEEKS WILL BE ALLOWED FOR COMPLETION. TESTING OF THE SYSTEM AS HEREIN DESCRIBED SHALL IMMEDIATELY FOLLOW THE TELEVISION INSPECTION AND SHALL BE COMPLETED WITHIN A TWO (2) WEEK PERIOD.
20. FAILURE TO MAINTAIN A SCHEDULE IN COMPLIANCE WITH THESE TERMS WILL AUTOMATICALLY CAUSE THE STOPPAGE OF OTHER WORK AT THE PARTICULAR SITE IN QUESTION UNTIL SUCH TIME AS THE FINAL INSPECTION OF THE COMPLETED UNDERGROUND PORTION OF THE SYSTEM HAS PROGRESSED TO ACCEPTABLE LIMITS.
21. THE CONTRACTOR SHALL HAVE THE UNDERGROUND PORTION OF THE SEWER SYSTEM READY FOR THE FIRST INSPECTION WITHIN TWO (2) WEEKS AFTER THE COMPLETION OF UTILITY.
22. THE FIRST INSPECTION SHALL CONSIST OF A VISIBLE AND AUDIBLE CHECK OF SEWERS, MANHOLES, GATE WELLS, AND OTHER STRUCTURES TO ASCERTAIN THAT THE STRUCTURE STEPS HAVE BEEN PLACED, ALL LIFT HOLES PLUGGED, THE CHANNELING OF THE MANHOLE BOTTOMS COMPLETED, ALL VISIBLE OR AUDIBLE LEAKS STOPPED, ALL PIPE HAS BEEN PLACED STRAIGHT AND TRUE TO THE PROPER GRADES AND ELEVATION, THE REQUIRED ADJUSTING RINGS AND FRAME AND COVER PROPERTY INSTALLED, ALL TRENCHES AND STRUCTURES BACKFILLED IN AN ACCEPTABLE MANNER AND THAT THE SYSTEM HAS BEEN THOROUGHLY CLEANED.
23. THE FIRST INSPECTION SHALL BE CONSIDERED COMPLETED WHEN ALL TREE PAIRS HAVE BEEN MADE AND THE SYSTEM IS READY FOR A TELEVISION INSPECTION AND SUBSEQUENT TESTING.
24. TRENCH BACKFILL UNDER ROAD SURFACES, PAVEMENTS, CURBS, DRIVEWAY, SIDEWALK AND WHERE THE TRENCH EDGE IS WITHIN 3-FEET OF THE PAVEMENT SHALL BE TRENCH B (SAND) PER SPECIFICATIONS SECTION 312333, TRENCHING AND BACKFILLING.
25. AFTER ALL TESTING, TELEVISION INSPECTION, FINAL RESTORATION AND CLEAN-UP HAS BEEN COMPLETED, A FINAL INSPECTION AND MEASUREMENT WILL BE DONE. THE FINAL INSPECTION SHALL BE REQUESTED BY THE CONTRACTOR AND CONSIST OF, BUT IS NOT LIMITED TO, CHECKING FOR PROPER ALIGNMENT, PROPER GRADE, CLEANLINESS, LEAKS, CONFORMANCE TO THE PLANS AND SPECIFICATION, PROPER STRUCTURAL AND MECHANICAL ADJUSTMENTS, AND RESTORATION. FINAL MEASUREMENT INCLUDES STRUCTURE ELEVATIONS, DISTANCES BETWEEN STRUCTURES, AND CONFIRMATION UTILITIES ARE LOCATED WITHIN EASEMENT AND RIGHT-OF-WAY AREAS.
26. SUCCESSFUL COMPLETION OF ANY TEST OR INSPECTION SHALL NOT RELIEVE THE CONTRACTOR FROM THEIR RESPONSIBILITY TO CORRECT ANY DEFICIENCY OR NONCONFORMANCE TO THE PLANS OR SPECIFICATIONS WHICH MAY THEREAFTER BECOME KNOWN.

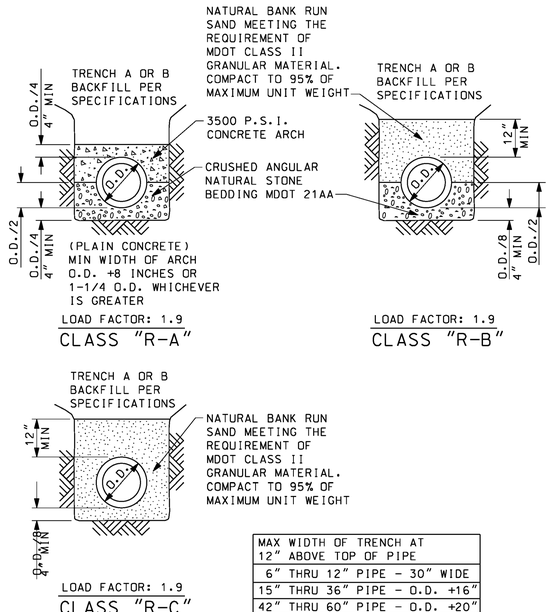


DIA OF SEWER	DIA OF MAIN	MIN "A"	ROAD CROSSING MIN "B"	RAILROAD CROSSING MIN "B"
	6"	16"	.375	.375
	8"	16"	.375	.375
	12"	20"	.375	.438
10"	16"	24"	.375	.500
12" & 15"	20"	30"	.375	.500
18"	24"	36"	.375	.500

CASING PIPE SHALL BE WELDED STEEL PIPE A.S.T.M. A-252, GR 2 UNLESS OTHERWISE SPECIFIED.

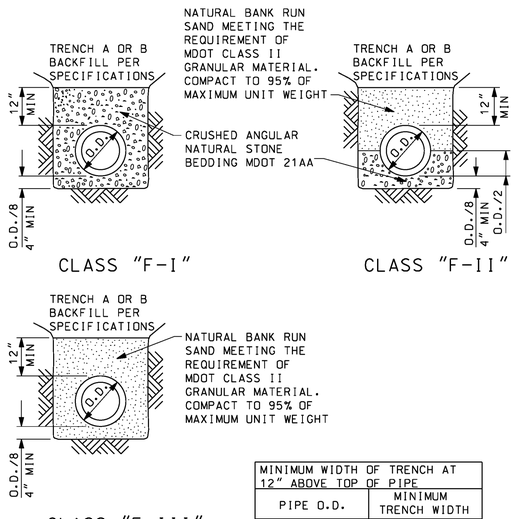
NOTES:
1. NO WATER SHALL BE USED IN BORING UNDER RAILROADS.
2. MAINTAIN MINIMUM OF 5'-6" OF COVER BETWEEN BASE OF RAIL AND TOP OF CASING.
3. THE ENDS OF THE CASING SHALL BE SUITABLY PROTECTED AGAINST THE ENTRANCE OF FOREIGN MATERIAL, BUT SHALL NOT BE TIGHTLY SEALED.
4. WHEN BORING ALL VOIDS OUTSIDE OF CASING PIPE SHALL BE FILLED BY MEANS OF PRESSURE GROUTING WITH 1:3 CEMENT-SAND MORTAR. THIS WORK MUST BE ACCOMPLISHED WITHIN 24 HOURS AFTER THE CROSSING HAS BEEN COMPLETED. BORING SHALL EXTEND A MINIMUM OF 10 FEET OUTSIDE THE EDGES OF THE PAVEMENT.
5. SKIDS ARE TO BE MINIMUM OF 80% OF PIPE LENGTH.
6. CASING SPACERS AS ALLOWED BY THE ENGINEER.

STANDARD CASING SECTON



MAX WIDTH OF TRENCH AT 12" ABOVE TOP OF PIPE
6" THRU 12" PIPE - 30" WIDE
15" THRU 36" PIPE - O.D. +16"
42" THRU 60" PIPE - O.D. +20"
OVER 60" PIPE - OUTSIDE DIAMETER OF PIPE +24"
MIN WIDTH OF TRENCH 12" ABOVE THE TOP OF PIPE SHALL BE 6" ON EACH SIDE OF PIPE

RIGID PIPE BEDDING DETAILS



MINIMUM WIDTH OF TRENCH AT 12" ABOVE TOP OF PIPE	
PIPE O.D.	MINIMUM TRENCH WIDTH
UP TO 16"	O.D. + 16"
GREATER THAN 16"	O.D. x 1.25 PLUS 12"

FLEXIBLE PIPE BEDDING DETAILS

REV#	DATE	DESCRIPTION	BY

NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND DATED:

WADE TRIM
29261 Northline Rd.
Suite 101
Taylor, MI 48180
734.947.9700
www.wadetrim.com

CITY OF PLYMOUTH
201 SOUTH MAIN STREET
PLYMOUTH, MICHIGAN 48170

MISCELLANEOUS DETAILS (MD-1)

ISSUED FOR: DATE: BY:

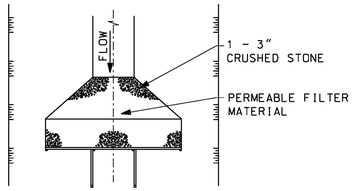
JOB NO. -

SHEET MD-1

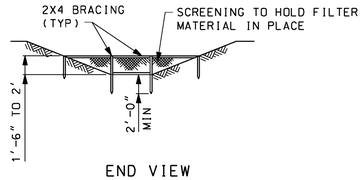
MISCELLANEOUS DETAILS (MD-1 OF 1)

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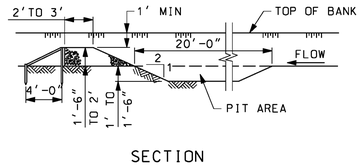
PROJECT MANAGER: -
FIELD BOOK INFORMATION: -
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PLAN VIEW



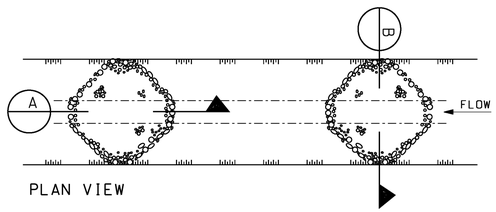
END VIEW



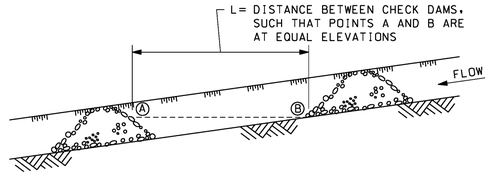
SECTION

NOTES:
1. PLACE DITCH SEDIMENT TRAP PRIOR TO ON-SITE CONSTRUCTION WORK.
2.MAINTAIN DITCH SEDIMENT TRAP IN GOOD OPERATION DURING PROJECT & REMOVE AT END OF PROJECT.
3.CHANNEL TO BE RESTORED TO ORIGINAL CONDITION OR BETTER AS DIRECTED BY THE ENGINEER.
4.CRUSHED STONE INCLUDED WITH DITCH SEDIMENT TRAP.

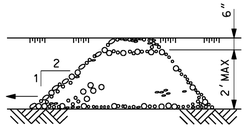
DITCH SEDIMENT TRAP
NOT TO SCALE



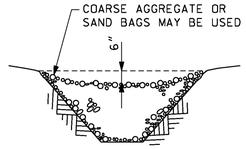
PLAN VIEW



CROSS-SECTION



SECTION A-A



SECTION B-B

NOTE:
CHECK DAMS GREATER THAN TWO FEET IN DEPTH MAY SERIOUSLY IMPACT THE FLOW CHARACTERISTICS OF THE DITCH.

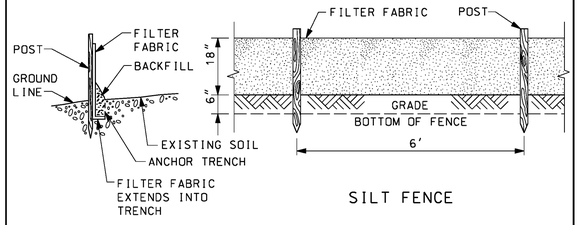
CHECK DAMS
NOT TO SCALE

SOIL EROSION AND SEDIMENTATION CONTROL NOTES

1. ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE AGENCY HAVING JURISDICTION.
2. ALL SOIL EROSION CONTROL MEASURES SHALL BE CHECKED A MINIMUM OF ONCE PER WEEK AND WITHIN A MINIMUM OF 24 HOURS AFTER EVERY RAINFALL. ANY SOIL EROSION CONTROL MEASURES DAMAGED OF RENDERED INEFFECTIVE SHALL BE IMMEDIATELY REPAIRED OR REMOVED AND REPLACED AT NO ADDITIONAL COST.
3. EROSION AND ANY SEDIMENT FROM WORK ON THIS SITE SHALL BE CONTAINED ON THE SITE AND NOT ALLOWED TO COLLECT ON ANY OFF-SITE AREAS OR IN WATERWAYS. WATERWAYS INCLUDE BOTH NATURAL AND MANMADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES, AND PONDS.
4. ALL SOIL EROSION AND SEDIMENTATION CONTROL (SESC) DEVICES SHALL BE INSTALLED PRIOR TO CONTRACTOR BEGINNING ANY WORK. ALL SESC DEVICES SHALL BE MAINTAINED IN AN EFFECTIVE, FUNCTIONING CONDITION AT ALL TIMES DURING THE COURSE OF THE WORK. ALL TEMPORARY SESC DEVICES SHALL BE REMOVED AND THE AREA RESTORED AFTER THE PERMANENT SESC MEASURES ARE INSTALLED AND FUNCTIONING.
5. DEBRIS FROM THE PROJECT SHALL BE LEFT ON THE SITE BY DELIVERY OR CONSTRUCTION VEHICLES THROUGH THE USE OF CLEAN STONE EXITS. SHOULD THE STONE BECOME INEFFECTIVE IT WILL BE REPLACED. ALL CONSTRUCTION TRAFFIC WILL USE THE CLEAN STONE EXITS.
6. EARTH EMBANKMENT BRIDGES PLACED OVER NEW PAVEMENT SHALL BE LOCATED ONLY AT PAVEMENT HIGH-POINTS AND SHALL HAVE STRAW BALES PLACED ALONG EACH SIDE OF THE BRIDGE FOR THE WIDTH OF THE PAVEMENT.
7. IMMEDIATELY AFTER SEEDING, MULCH ALL SEEDED AREAS WITH UNWEATHERED SMALL GRAIN STRAW OR HAY SPREAD UNIFORMLY AT THE RATE OF 1-1/2 TO 2 TONS PER ACRE. ANCHOR MULCH WITH DISC-TYPE MULCH ANCHORING TOOL OR OTHER MEANS AS APPROVED BY THE AGENCY WITH JURISDICTION.
8. ALL MUD, DIRT, AND DEBRIS TRACKED OR SPILLED ONTO EXISTING ROADS FROM THIS SITE SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
9. PERMANENT SOIL EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES, OR ANY DISTURBED LAND AREA SHALL BE COMPLETED WITHIN 15 CALENDAR DAYS AFTER FINAL GRADING OR FINAL EARTH CHANGES HAVE BEEN COMPLETED. WHEN IT IS NOT POSSIBLE TO PERMANENTLY STABILIZE A DISTURBED AREA AFTER AN EARTH CHANGE HAS BEEN COMPLETED OR WHERE SIGNIFICANT EARTH CHANGE ACTIVITY EASES, TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED IMMEDIATELY. ALL TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL PERMANENT SOIL EROSION CONTROL MEASURES ARE ESTABLISHED.ALL PERMANENT SOIL EROSION CONTROL MEASURES WILL BE IMPLEMENTED AND ESTABLISHED BEFORE A CERTIFICATE OF COMPLIANCE IS ISSUED.ALL DRAIN BANKS DISTURBED BY CONSTRUCTION SHALL BE RESTORED WITHIN FIVE CALENDAR DAYS AND SOD PEGGED IN PLACE.

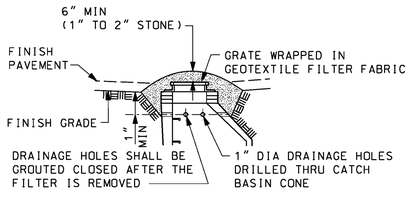
SOIL EROSION AND SEDIMENTATION CONTROL NOTES

10. PARTICULAR CARE SHOULD BE TAKEN WHEN WORKING ALONG THE PERIMETER OF THE SITE. IN NO EVENT SHALL WORK AREA EXTEND BEYOND THE LIMITS INDICATED ON THE PLANS.
11. SHOULD IT BE NECESSARY FOR THE CONTRACTOR TO DEWATER THE GROUND IN THE COURSE OF CONSTRUCTING THE PROPOSED UTILITY, THE CONTRACTOR SHALL CONSTRUCT A TEMPORARY SOIL EROSION CONTROL DEVICE IN A MANNER THAT WILL FILTER ALL DISCHARGED WATER FROM THE DEWATERING OPERATION. IN NO INSTANCE SHALL THE DEWATERING DISCHARGE BE PERMITTED TO FLOW UNFILTERED FROM THE CONSTRUCTION SITE.
12. THE CONTRACTOR SHALL CONTROL THE DUST ON THE SITE DURING THE LIFE OF THE CONTRACT. IN ACCORDANCE WITH THE SPECIFICATIONS AND THE REQUIREMENTS OF THE COMMUNITY THIS DUST CONTROL SHALL BE ACCOMPLISHED BY THE APPLICATION OF A POSITIVE DUST PICK-UP METHOD WITH WATER ON HARD SURFACES. SUCH DUST CONTROL MATERIALS SHALL BE APPLIED AS OFTEN AS IS NECESSARY IN THE OPINION OF THE COMMUNITY TO CONTROL THE DUST.
13. SHOULD THE SOIL EROSION CONTROL REQUIREMENTS BE NEGLECTED OR NOT ADEQUATELY FOLLOWED, THE COMMUNITY MAY REQUIRE THE CONTRACTOR TO CEASE CONSTRUCTION OPERATIONS AND TO APPLY HIS ENTIRE FORCE TO MEET THE REQUIREMENTS BEFORE PROCEEDING FURTHER WITH THE PROJECT.
14. SOIL EROSION AND SEDIMENTATION CONTROL SHALL BE IN ACCORDANCE WITH PART 91 SOIL EROSION AND SEMIMENTATION CONTROL(SESC), OF THE NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT, 1994 PA 451, AS AMENDED (NREPA).
15. AS SOON AS POSSIBLE, COMPLETE FINAL GRADING AND PLACING OF PERMANENT SOIL EROSION CONTROL DEVICES. AFTER ESTABLISHMENT OF PERMANENT VEGETATION, REMOVE ALL TEMPORARY SOIL EROSION CONTROL MEASURES.
16 SOIL EROSION AND SEDIMENTATION CONTROL IS UNDER THE JURISDICTION OF THE CITY OF PLYMOUTH.

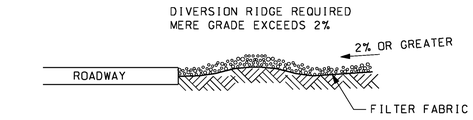


SILT FENCE

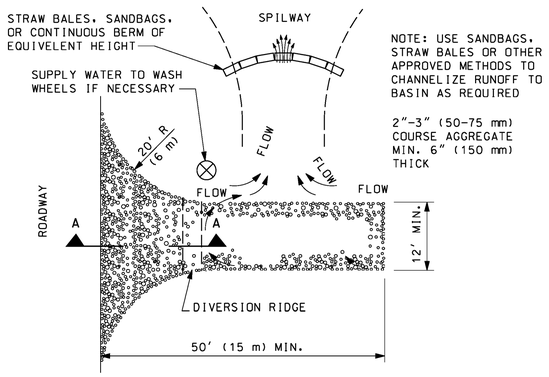
SILT FENCE
NOT TO SCALE



DRAINAGE STRUCTURE FILTER
NOT TO SCALE



SECTION A-A



NOTE:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT
NOT TO SCALE

SEQUENCE OF CONSTRUCTION - SESC

1. INSTALL ALL TEMPORARY SOIL EROSION CONTROL MEASURES PRIOR TO DISTURBING ANY EARTH ON THE SITE.
2. INSTALL TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT DRIVE PRIOR TO DISTURBING ANY EARTH ON SITE. ALL TRUCKS LEAVING THE CONSTRUCTION SITE SHALL PASS THROUGH A TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT DRIVE TO REMOVE DIRT AND SEDIMENT. ANY DIRT AND ACCUMULATED SEDIMENT ON ROADS AND STREETS IN THE VICINITY OF THE PROJEVT SHALL BE SWEPT CLEAN AT LEAST TWICE DAILY WITH A VACUUM TYPE PICKUP BROOM.
3. STABILIZE SLOPES STEEPER THAN 1 ON 4, CHANNELS AND SWALES WITHIN 7 DAYS OF EARTH DISTURBANCE. INSTALL PERMANENT STABILIZATION MEASURES WITHIN 5 DAYS OF FINAL GRADING.
4. DURING STORM SEWER INSTALLATION, ALL NEWLY CONSTRUCTED DRAINAGE STRUCTURES SHALL BE PROTECTED WITH A DRAINAGE STRUCTURE FILTER. THIS WORK WILL BE INCLUDED IN THE DRAINAGE COST.
5. INSTALL TOPSOIL, SEED AND MULCH / TOPSOIL AND SOD HYDROSEED ON DISTURBED RIGHT-OF-WAY WITHIN 5 DAYS OF COMPLETING UTILITY INSTALLATION.
6. PLACE RIPRAP WITHIN 24 HOURS OF PLACING CULVERTS, HEADWALLS OR OTHER DRAINAGE INLETS/OUTLETS.
7. CLEAN ALL ACCUMULATED SEDIMENT FROM CATCH BASINS, SEWERS AND PAVEMENT AREAS AS REQUIRED FOLLOWING COMPLETION OF CONSTRUCTION.
8. THE EXACT SCHEDULE OF SOIL EROSION AND SEDIMENTATION CONTROL EVENTS (WITH DAYS AND/OR DATES OF THE VARIOUS ACTIVITIES) SHALL BE SUBMITTED TO (WAYNE COUNTY DEPARTMENT OF ENVIRONMENT, AND LAND RESOURCE MANAGEMENT DIVISION) BY THE CONTRACTOR, FOR REVIEW AND APPROVAL, PRIOR TO OBTAINING A PERMIT.

REV#	DATE	DESCRIPTION	BY

NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND DATED:

WADE TRIM
29261 Northline Rd.
Suite 101
Taylor, MI. 48180
734.947.9700
www.wadetrim.com

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201 SOUTH MAIN STREET
PLYMOUTH, MICHIGAN 48170

STANDARD SOIL EROSION AND SEDIMENTATION CONTROL DETAILS (SE-1)

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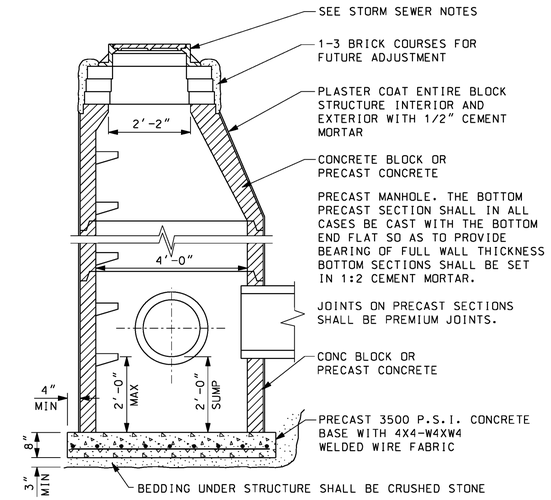
JOB NO. -

SHEET SE-1

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STANDARD SOIL EROSION AND SEDIMENTATION CONTROL DETAILS (SE-1 OF 1)

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M.H. STEPS SHALL BE SPACED AS FOLLOWS:
CONC BLK. M.H.....18" CENTERS
PRECAST M.H. .....16" CENTERS

TOP STEP TO BE 24" MAX BELOW TOP OF FRAME

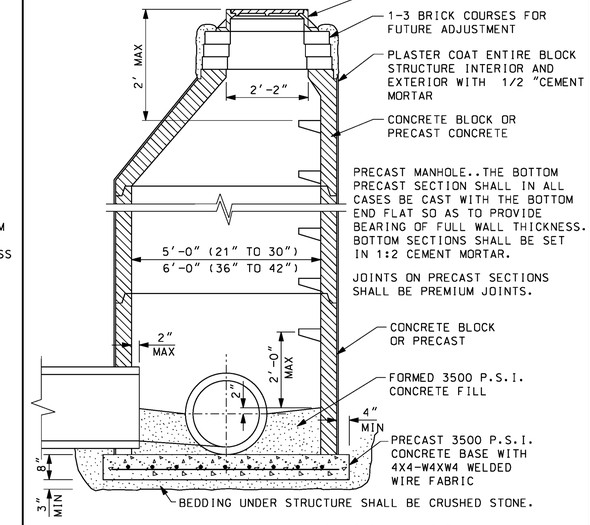
MIN CONE HEIGHTS AS FOLLOWS:
BLOCK CONCENTRIC 3'-0"
PRECAST ECCENTRIC 2'-8" OR 3'-4"

CONC BLOCK MANHOLE:
APPROVED CONC BLODK USE 6" OR 8" MIN THICK BLOCK TO 16' DEPTH USE 12" MIN THICK BLOCK TO 24' DEPTH 16" MIN BLOCK WALL BELOW 24' DEPTH

PRECAST MANHOLE:
ASTM C-478 UP TO 32' DEEP WITH 5" MIN THICK WALL

STANDARD STORM MANHOLE FOR SEWERS WITH OUTLETS OF 18" & UNDER

N.T.S.



M.H. STEPS SHALL BE SPACED AS FOLLOWS:
CONC BLK. M.H.....18" CENTERS
PRECAST M.H. .....16" CENTERS

TOP STEP TO BE 24" MAX BELOW TOP OF FRAME

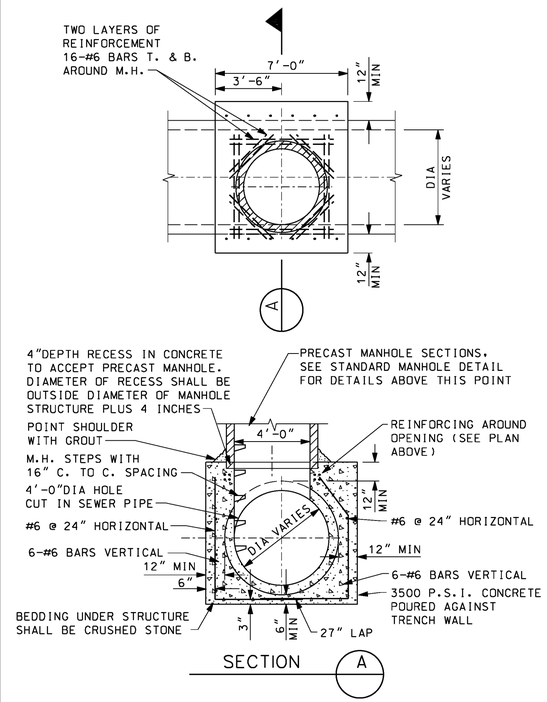
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PRECAST MANHOLE:
ASTM C-478 UP TO 32' DEEP WITH 5" MIN THICK WALL

STANDARD STORM MANHOLE FOR SEWERS 21" TO 42"

N.T.S.



STANDARD STORM MANHOLE FOR 48" & LARGER SEWERS

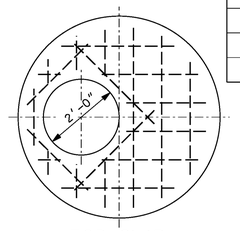
N.T.S.

STORM SEWER NOTES

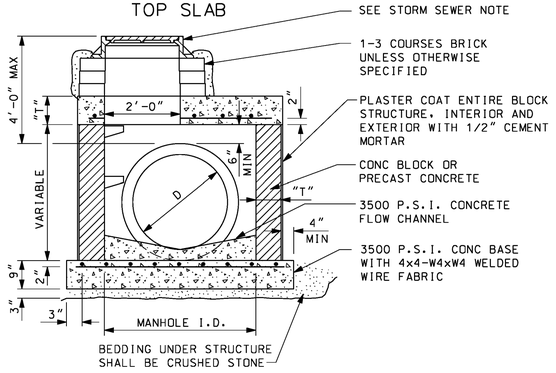
1. ALL STORM SEWER CONSTRUCTION SHALL CONFORM TO THE CURRENT STANDARDS AND GENERAL SPECIFICATION OF THE AGENCY OR AGENCIES HAVING JURISDICTION OF THE STORM SEWER AND CONSTRUCTION AREA.
2. DETAILS ARE FOR STRUCTURES WITH NO MORE THAN TWO PIPES, 180° APART. LARGER DIAMETER STRUCTURES MAY BE REQUIRED FOR DIFFERENT CONFIGURATIONS.
3. ALL STRUCTURES REQUIRE A MINIMUM OF 8-INCHES OF WALL BETWEEN PIPE OPENINGS. LARGER DIAMETER STRUCTURES MAY BE REQUIRED WHERE PIPE ENTERING THE STRUCTURE ARE LESS THAN 90° APART IN ANY DIRECTION.
4. ALL CASTING RIMS SHALL BE SET TO GRADE OR AS SHOWN ON THE PLANS.
5. NO MANHOLES OR OTHER STRUCTURES MAY BE INSTALLED WITHIN DRIVEWAYS, DRIVE APPROACHES, OR SIDEWALKS.
6. ALL CATCH BASIN STORM PIPE SHALL BE 12-INCH DIAMETER C76, CL-IV CONCRETE UNLESS OTHERWISE NOTED.
7. MANHOLE STEPS TO BE GRAY IRON OR STEEL REINFORCED POLYPROPYLENE ASTM 2146, TYPE II, GRADE 49108.
8. CATCH BASIN AND INLET FRAME AND COVERS SHALL BE SPECIFIED AS FOLLOWS:
   A. WHEN LOCATED IN PAVEMENT GUTTER LINE, FRAME AND COVER SHALL BE E.J.I.W. NO. 5080, NEENAH R-3448-C TYPE "A" (RECTANGULAR), OR EQUIV.
   B. WHEN LOCATED IN PAVED AREAS OTHER THAN GUTTER LINE, FRAME SHALL BE E.J.I.W. NO. 1040 WITH TYPE "M1" COVER, NEENAH R-2370 TYPE "G" COVER, OR EQUIV.
   C. WHEN LOCATED IN YARD AREAS, FRAMES SHALL BE E.J.I.W. NO. 1000 WITH TYPE "N" OR "M" COVER, NEENAH R-2370 TYPE "D" OR "B" COVER, OR EQUIV.
9. MANHOLE FRAME AND COVER SHALL BE E.J.I.W. NO. 1040 OR NEENAH R-1642 WITH SOLID COVER OR EQUAL.
10. DIFFERENTIAL OF EXCAVATION AROUND EXISTING MANHOLES SHALL NOT EXCEED SIX FEET.
11. PLACE SAND BACKFILL WITHIN THREE FEET OF ALL STRUCTURES.
12. ALL STORM SEWER PIPE SHALL HAVE CLASS "R-B" BEDDING UNLESS OTHERWISE NOTED ON THE PLANS. SEE SHEET MD1 FOR BEDDING DETAILS.
13. ALL PRECAST PRODUCTS SHALL CONFORM TO THE REQUIREMENTS OF ASTM C-478.
14. ALL DRAINAGE STRUCTURES LOCATED WITHIN PAVEMENT MUST HAVE UNDER DRAIN AS SHOWN.

OUTLET "D"	M.H. I.D.	TOP SLAB "T"	WALLS "T"	REINF STEEL
** 24" OR LESS	4'-0"	9"	8"	#6@9"* E.W.
30"	4'-0"	9"	8"	#6@9" E.W.
36"	4'-0"	9"	12"	#6@9" E.W.
42"	5'-0"	10"	12"	#6@9" E.W.
48" 54"	6'-0"	11"	12"	#7@9" E.W.

* TOP SLAB
** 2' SUMP REQ'D FOR MANHOLE WITH OUTLET OF 18" & UNDER



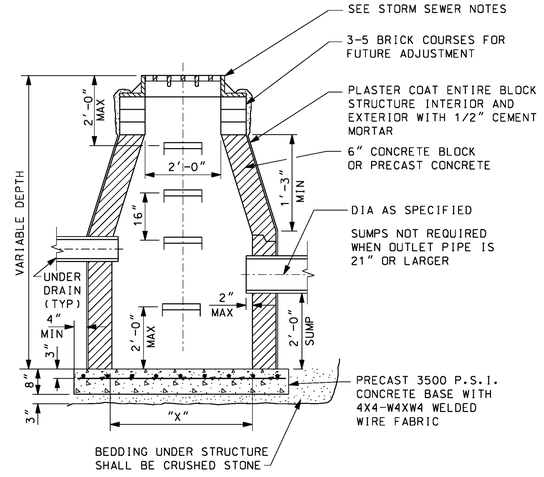
TOP SLAB



TYPICAL SECTION

TYPICAL MANHOLE/ CATCH BASIN "D"

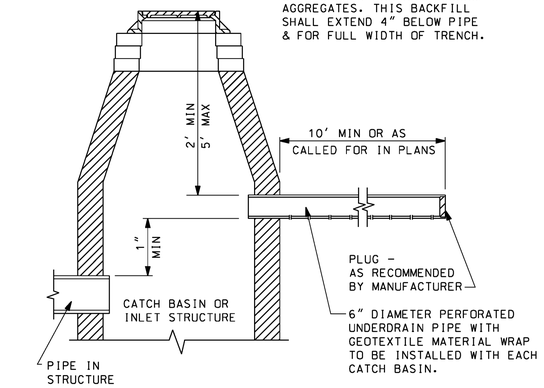
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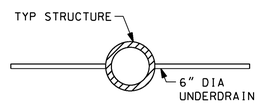
DIAMETER OF OUTLET PIPE	"X" INSIDE DIA.
12"-18"	4'-0" MIN
21"-30"	5'-0" MIN

NOTE:
MINIMUM OF TWO-10' LONG 6"DIA. PERFORATED UNDERDRAIN PIPE WITH GEOTEXTILE MATERIAL WRAP TO BE INSTALLED WITH EACH CATCH BASIN SEE UNDERDRAIN DETAIL FOR INSTALLATION AND MATERIAL REQUIREMENTS.

STANDARD CATCH BASIN

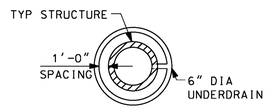


STANDARD UNDERDRAIN



TYPICAL UNDERDRAIN PARALLEL W/CURB

N.T.S.



TYPICAL UNDERDRAIN IN PARKING LOT

N.T.S.

PLYMOUTH NOTES

1. STORM SEWER THAT IS 12 INCHES AND LARGER SHALL BE C-76 R.C.P. WITH PREMIUM JOINTS.
2. THE REAR YARD STORM PIPE WHICH DOES NOT TRAVERSE PAVED AREAS MAY BE 8-INCH DIAMETER SOLID WALL, PVC OR ABS TRUSS OR PVC TRUSS PIPE.
3. BACKFILL FOR ALL REAR YARD STORM IS TO BE NATURAL BANK RUN SAND MDOT CL-II GRANULAR MATERIAL OR 3/4 INCH CRUSHED STONE TO A MINIMUM OF 12 INCHES OVER PIPE.
4. EVERY LOT IS TO HAVE DIRECT ACCESS TO A DRAINAGE STRUCTURE.
5. THE STORM SEWER WILL NOT BE CONSIDERED SUBSTANTIALLY COMPLETE UNTIL THE DETENTION POND HAS BEEN COMPLETED. THIS INCLUDES FINAL GRADING OF THE POND AND STABILIZATION OF THE SIDE SLOPES. THE SIDE SLOPES MUST BE STABI- LIZED BY SODDING OR BY PLACING A MULCH BLANKET PEGGED IN PLACE OVER SEED.
6. COVER FOR ON-LINE CATCH BASIN SHALL BE EJIW 1000 SERIES WITH TYPE N COVER OR NEENAN 2077-B WITH TYPE B COVER.
7. SUMP PUMP LEADS ARE TO BE A MINIMUM OF 3-INCH SCHEDULE 30 PVC.

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STANDARD STORM SEWER DETAILS (ST-1)

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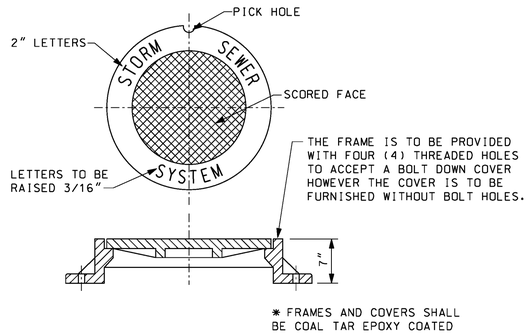
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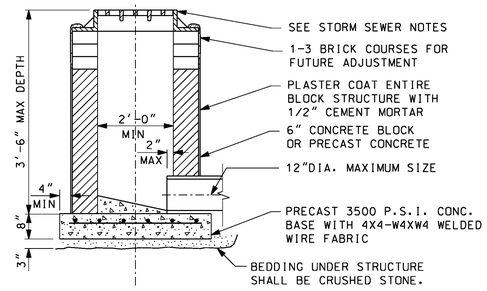
STANDARD STORM SEWER DETAILS (ST-1OF 2)

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STANDARD MANHOLE FRAME AND COVER
N.T.S.



STANDARD INLET
N.T.S.

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STANDARD STORM SEWER DETAILS (ST-2)

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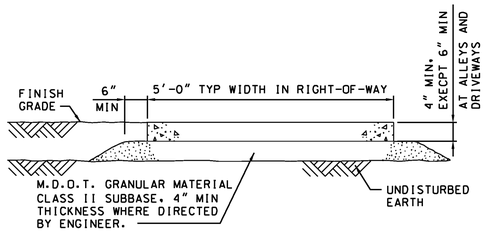
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-

SHEET
ST-2

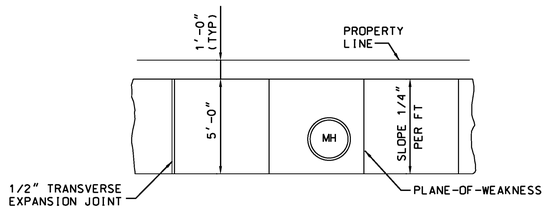
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STANDARD STORM SEWER DETAILS (ST-2 OF 2)

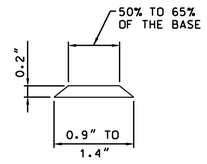
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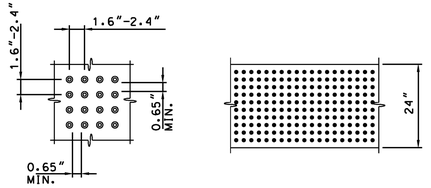
TYPICAL SECTION
N.T.S.



TYPICAL PLAN IN RIGHT-OF-WAY
N.T.S.



DOME SECTION



DOME SPACING DOME ALIGNMENT

DETECTABLE WARNING DETAILS
N.T.S.

NOTES:

1. ONE-HALF INCH TRANSVERSE EXPANSION JOINTS SHALL BE PLACED THROUCH THE SIDEWALK AT UNIFORM INTERVALS OF NOT MORE THAN 50 FEET. ONE-HALF INCH EXPANSION JOINT SHALL ALSO BE PLACED BETWEEN THE SIDEWALK AND ABUTTING PARALLEL CURB, BUILDINGS, RIGID STRUCTURES, CONCRETE DRIVES AND CONCRETE. DRIVE A PPROACHES. ONE INCH EXPANSION JOINTS SHALL BE PLACED BETWEEN SIDEWALK RAMPS AND BACK OF CURB.
2. PLANE-OF-WEAKNESS JOINTS SHALL BE PLACED EVERY 5 FEET AND BE PRODUCED BY USE OF SLAB DIVISION FORMS EXTENDING TO THE FULL DEPTH OF CONCRETE OR BY CUTTING JOINTS IN THE CONCRETE, AFTER FLOATING, TO A DEPTH OF NOT LESS THAN ONE-FOURTH THE THICKNESS OF THE SIDEWALK. THE CUT JOINTS SHALL BE NOT LESS THAN 1/8 INCH NOR MORE THAN 1/4 INCH IN WIDTH AND SHALL BE FINISHED SMOOTH AND TRUE TO LINE.

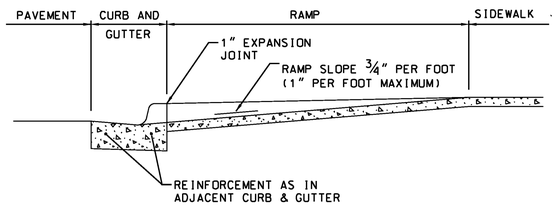
SIGN NOTES:

1. SIGN PANEL SHALL BE 0.080 INCH THICK, ALUMINUM SHEET, TYPE 6061-T6 (MDOT TYPE III).
2. HOLES IN SIGN POSTS SHALL BE CONTINUOUS ?" DIA HOLES ON 1-INCH CENTERS.
3. POSTS, BOLTS, NUTS AND WASHERS SHALL BE GALVANIZED STEEL.
4. SIGN FACE SHALL BE PER THE FOLLOWING TYPE:

TYPE	BACKGROUND	LEGEND
A.	Reflectorized	Reflectorized
B.	Reflectorized	Non-Reflectorized
C.	Non-Reflectorized	Reflectorized

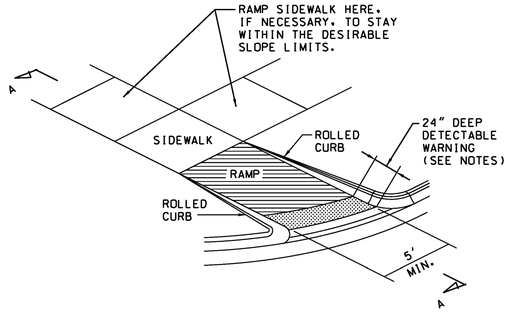
SIDEWALK RAMP NOTES:

1. ALL SIDEWALK RAMPS AS CALLED FOR ON THE PLANS SHALL HAVE DETECTABLE WARNINGS.
2. DETECTABLE WARNING SURFACES SHALL CONTRAST VISUALLY WITH THE ADJACENT WALKING SURFACE.
3. DETECTABLE WARNING SHALL BE MODULAR PLASTIC TILE, POLYMER CONCRETE TILE OR OTHER SIMILAR TILE EMBEDDED INTO THE FRESH CONCRETE, AS APPROVED BY THE ENGINEER; OR A STAMPED PATTERN IN THE FRESH CONCRETE WITH INTEGRAL COLOR (NOT SHAKE-ON COLOR). ADHESIVE APPLIED DETECTABLE WARNINGS ARE NOT ACCEPTABLE.
4. ALL DETECTABLE WARNINGS SHALL HAVE SKID RESISTANT SURFACE.
5. SYSTEM AND COLOR SHALL BE APPROVED BY THE ENGINEER PRIOR TO BEGINNING WORK.



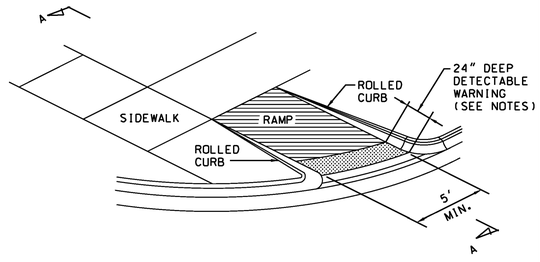
SECTION A-A
(TYPICAL ALL RAMP DETAILS)

TYPICAL PLAN IN RIGHT-OF-WAY
N.T.S.



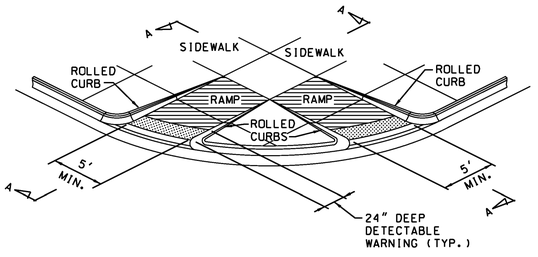
SIDEWALK RAMP TYPE 1

TYPICAL PLAN IN RIGHT-OF-WAY
N.T.S.



SIDEWALK RAMP TYPE 2

SIDEWALK RAMP DETAILS
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(TWO RAMPS ARE SHOWN)

SIDEWALK RAMP TYPE 4
N.T.S.

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STANDARD SIDEWALK DETAILS (SW-1)

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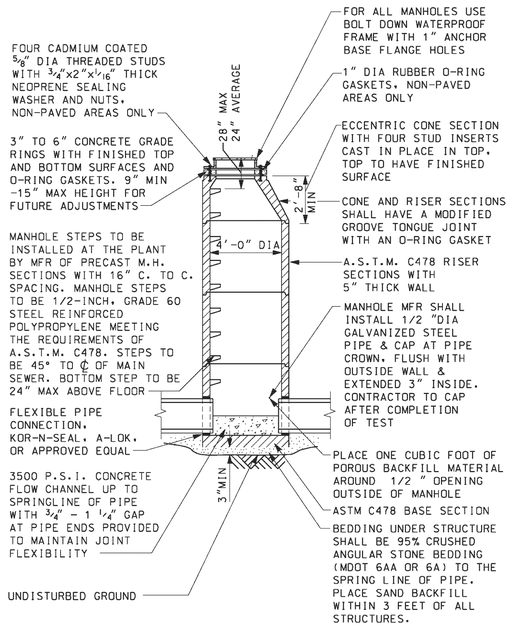
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STANDARD SIDEWALK DETAILS (SW-1 OF 1)

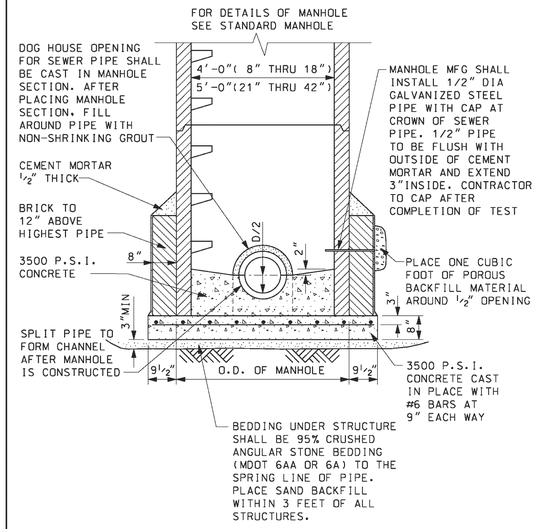
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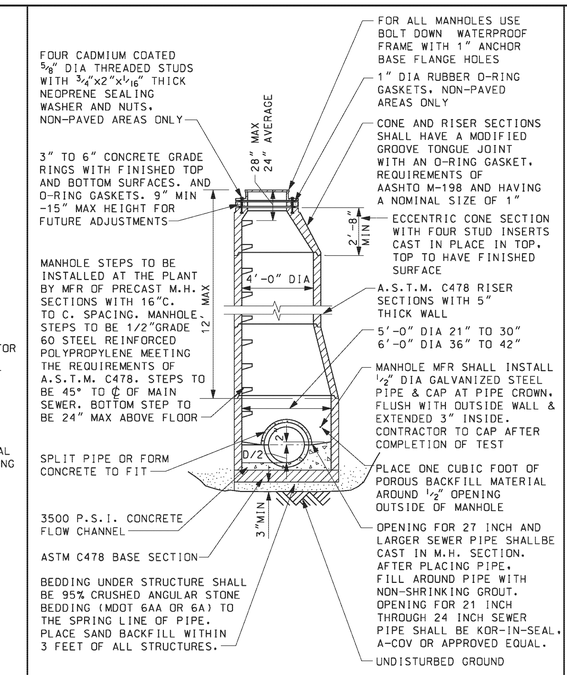


STANDARD SANITARY MANHOLE FOR SEWERS 8" THROUGH 18"

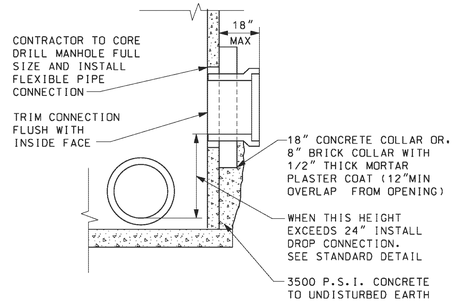
DOG HOUSE CUT OUT SIZES	
SEWER SIZE	MAX CUT OUT SIZE
8" THRU 10"	17 1/2"
12" THRU 15"	20"



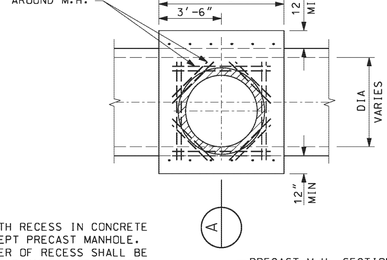
STANDARD SANITARY MANHOLE OVER EXISTING SEWERS 8" THROUGH 42"



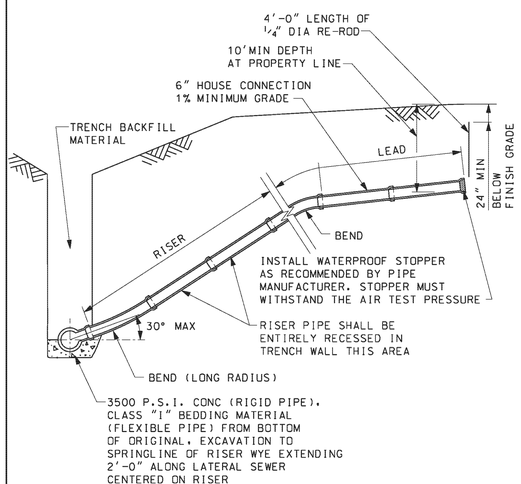
STANDARD SANITARY MANHOLE FOR SEWERS 21" THROUGH 42"



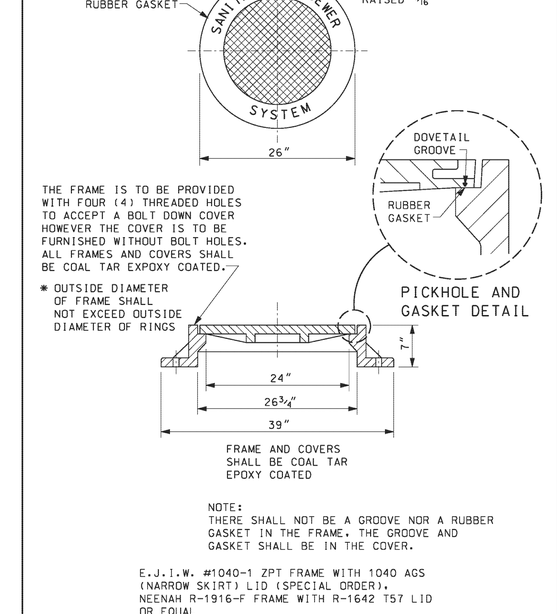
STANDARD CONNECTION TO EXISTING MANHOLE (WCD-7)



STANDARD SANITARY MANHOLE FOR 48" & LARGER SEWERS



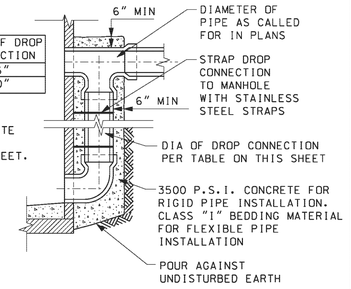
RISER/LEAD DETAIL



STANDARD FRAME AND COVER

DIA OF SEWER	DIA OF DROP CONNECTION
8" & 10"	6"
12", 15" & 18"	10"

PLACE HOOK BOLTS INTO MANHOLE TO BOND CONCRETE ENCASEMENT WHEN DROP CONNECTION EXCEEDS 2 FEET.



EXTERIOR DROP CONNECTION

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STANDARD SANITARY SEWER DETAILS (SS-1)

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SHEET SS-1

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STANDARD SANITARY SEWER DETAILS (SS-1 OF 2)

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SANITARY SEWER NOTES

1. ALL SEWER SYSTEM CONSTRUCTION SHALL CONFORM TO THE CURRENT STANDARDS AND GENERAL SPECIFICATION OF THE COMMUNITY SEWER DEPARTMENT AND ANY OTHER AGENCY HAVING JURISDICTION OF THE CONSTRUCTION AREA.
2. DETAILS ARE FOR STRUCTURES WITH NO MORE THAN TWO PIPES ENTERING, 180° APART. LARGER DIAMETER STRUCTURES MAY BE REQUIRED FOR DIFFERENT CONFIGURATIONS.
3. THE MANHOLE STRUCTURE REQUIRES A MINIMUM OF 8 INCHES OFCONCRETE WALL BETWEEN PIPE OPENINGS. LARGER DIAMETER STRUCTURES MAY BE REQUIRED WHERE PIPE ENTERING THE STRUCTURE ARE LESS THAN 90° APART IN ANY DIRECTION.
4. CONSTRUCTION SHALL NOT COMMENCE WITHOUT A REPRESENTATIVE OF THE OWNER PRESENT.
5. ALL MANHOLES SHALL USE ECCENTRIC CONES PLACED WITH STEPS AWAY FROM THE ROAD UNLESS DIRECTED OTHERWISE.
6. ALL MANHOLES SHALL BE PROVIDED WITH WATER TIGHT MANHOLE COVERS AND RIMS SHALL BE SET TO GRADE OR AS INDICATED ON THE PLANS.
7. ALL PRECAST PRODUCTS SHALL CONFORM TO THE REQUIRMENTS OF ASTM C-478.
8. DIFFERENTIAL OF EXCAVATION AROUND EXISTING MANHOLES SHALL NOT EXCEED SIX FEET.
9. EXTERIOR DROP CONNECTIONS ARE REQUIRED WHENEVER A SEWER INVERT IS 2.0 FEET OR GREATER ABOVE THE MANHOLE FLOW CHANNEL INVERT. INTERIOR DROP CONNECTIONS ARE NOT ALLOWED.
10. NO SEWERS SHALL BE CONSTRUCTED LESS THAN 10-INCH DIAMETER WITHOUT SPECIFIC APPROVAL OF THE COMMUNITY SEWER DEPARTMENT.
11. ALL RIGID SANITARY SEWER PIPE SHALL BE CLASS "R-8" BEDDING. ALL FLEXIBLE PIPE SHALL BE CLASS "F-1" BEDDING, UNLESS OTHERWISE NOTED ON THE PLANS. SEE SHEET MD1.
12. PLACE ONE 6-INCH WYE FOR EACH LOT OR PARCEL 100 FEET OR LESS IN WIDTH OR EVERY 100 FEET FOR LOTS OR PARCELS IN EXCESS OF 100 FEET ON SANITARY SEWERS UNLESS OTHERWISE NOTED.
13. NO CONNECTION RECEIVING STORM WATER, SURFACE WATER, OR GROUND WATER SHALL BE MADE TO SANITARY SEWERS.
14. NO FOOTING DRAINS SHALL BE CONNECTED TO THE BUILDINGS SANITARY SEWER.
15. RISERS ON SANITARY SEWERS SHALL BE INSTALLED TO A DEPTH OF 10 FEET WHERE SEWER IS OVER 12 FEET.
16. PRIOR TO THE BACKFILLING OF A SERVICE LEAD, A 2" BY 2" PIECE OF WOOD SHALL BE PLACED FROM A POINT IMMEDIATELY IN FRONT OF THE SERVICE CONNECTION TO 2-FOOT BELOW THE FINISH GROUND SURFACE. DO NOT REST THE MARKER ON ANY PORTION OF THE SERVICE CONNECTION OR STOPPER.

SANITARY SEWER NOTES
CONTINUED

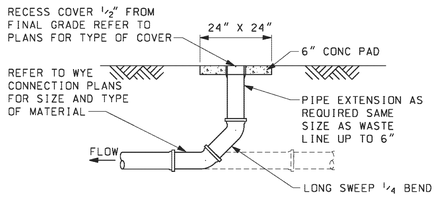
17. ALL STUBS SHALL HAVE A WATER TIGHT BULKHEAD.
18. INFILTRATION FOR ANY SECTION OF SEWERS BETWEEN MANHOLES SHALL NOT EXCEED 100 GALLONS PER INCH DIAMETER PER MILE OF SEWER PER 24 HOURS AND SHALL INCLUDE THE INFILTRATION FROM ALL MANHOLES AND OTHER APPURTENANCES.
19. ALL SEWERS SHALL BE SUBJECTED TO AIR, INFILTRATION OR EXFILTRATION TESTS, OR A COMBINATON OF SAME, PRIOR TO ACCEPTANCE. ALL SEWERS OVER 24-INCH DIAMETER SHALL BE SUBJECTED TO INFILTRATION TESTS. ALL SEWERS OF 24-INCH DIAMETER OR SMALLER, WHERE THE GROUND WATER LEVEL ABOVE THE TOP OF THE SEWER IS OVER SEVEN FEET, SHALL BE SUBJECTED TO INFILTRATION TESTS. ALL SEWERS OF 24-INCH DIAMETER OR LESS, WHERE THE GROUND WATER LEVEL ABOVE THE TOP OF THE SEWER IS SEVEN FEET OR LESS, SHALL BE SUBJECTED TO AIR TESTS OR EXFILTRATION TESTS.
20. THE PROCEDURE FOR AIR TESTING OF SEWERS SHALL BE IN ACCORDANCE WITH ASTM C828, ASTM C924, OR ASTM F1417 AS APPLICABLE.
21. NINE POINT MANDREL TEST IS REQUIRED FOR ALL FLEXIBLE PIPES AND MAY NOT BE PERFORMED UNTIL 30 DAYS AFTER INSTALLATION.
22. IF A SEWER FAILS TO PASS ANY OF THE PREVIOUSLY DESCRIBED TESTS, THE CONTRACTOR SHALL DETERMINE THE LOCATION OF THE LEAKS, REPAIR THEM, AND RETEST THE SEWER. THE TEST SHALL BE REPEATED UNTIL SATISFACTORY RESULTS ARE OBTAINED. TELEVISION INSPECTION SHALL BE CONSIDERED COMPLETED WHEN THE NECESSARY CONSTRUCTION REPAIRS HAVE BEEN MADE AND THE INSTALLATION RETELEVISED AND THE SYSTEM IS ACCEPTABLE FOR THE TESTING PHASE.
23. THE CONTRACTOR SHALL PROVIDE FOR TELEVISION INSPECTION OF THE SANITARY SEWER LINES. ALL SANITARY LEADS FOR COMMERCIAL AND INDUSTRIAL SITES OVER 100 FEET IN LENGTH MUST BE AIR TESTED AND TELEVISION INSPECTION COMPLETED.
24. ALL SEWER SHALL BE TELEVISED, WITH RESULTS APPROVED BY THE COMMUNITY PRIOR TO PLACING THE SEWER IN SERVICE. COPIES OF THE TELEVISION RECORDING (DVD FORMAT) NEED TO GO TO THE COMMUNITY AND THE ENGINEER PRIOR TO THE CONTRACTOR LEAVING THE SITE. THE TELEVISION INSPECTION MUST BE WITNESSED BY THE OWNERS REPRESENTATIVE.
25. THE CONTRACTOR SHOULD ARRANGE FOR, ENGAGE, AND PLAY ALL EXPENSES INVOLVED FOR THE SERVICES OF A COMPETENT COMPANY TO PERFORM THIS TELEVISION INSPECTION.
26. THE TELEVISION INSPECTION SHALL BE OBERVED BY REPRESENTATIVES OF THE OWNER, ENGINEER, AND THE CONTRACTOR. ANY TELEVISION VIEWING PERFORMED IN THE ABSENCE OF THE ENGINEER WILL NOT BE CONSIDERED AS A PART OF THE FINAL INSPECTION.

SANITARY SEWER NOTES
CONTINUED

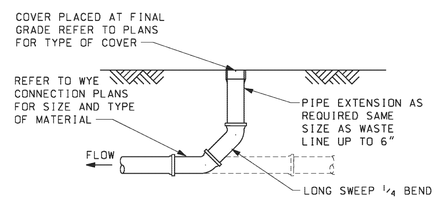
27. THE INSPECTION SHALL INVOLVE THE VISUAL OBSERVATION BY CLOSED CIRCUIT TELEVISION OF ALL SANITARY SEWER INSTALLED AS PART OF THIS CONTRACT. THE INSPECTION SHALL BE PERFORMED AT A RATE OF SPEED WHICH WILL ALLOW EXAMINATION OF ALL POINTS OF INFILTRATION, CRACKED OR CRUSHED PIPE, DEFECTIVE JOINTS, MISALIGNMENT IN LINE OR GRADE, LOCATION OF ALL WYE OPENINGS AND ANY DEFECTS OR ITEMS OF POOR WORKMANSHIP WHICH MAY APPEAR. ANY ITEMS WHICH, IN THE OPINION OF THE ENGINEER, REQUIRE REPAIR SHALL BE PRECISELY LOCATED AND PHOTOGRAPHED ALONG WITH A DETAILED STATEMENT OF THE CONDITION. THE CONTRACTOR SHALL TAKE IMMEDIATE ACTION TO REPAIR ALL SUCH DEFECTS INCLUDING EXCESSIVE INFILTRATION AT ANY SPECIFIC LOCATION, EVEN THOUGH THE INFILTRATION LIMITS AS HEREIN SPECIFIED HAVE NOT BEEN EXCEEDED FOR THE ENTIRE LENGTH OF SEWER BEING INSPECTED. FOLLOWING COMPLETION OF THE REPAIR, THE ENGINEER AT THEIR DISCRETION, MAY REQUIRE A SECOND TELEVISION INSPECTION OF ANY REPAIRED AREAS. THE CONTRACTOR SHALL ARRANGE FOR AND PAY ALL COSTS INVOLVED IN PERFORMING THIS RE-INSPECTION.
28. THERE SHALL BE NO DISCHARGE OF UNTREATED SANITARY SEWAGE TO THE SURFACE WATERS OF THE STATE DUE TO CONSTRUCTION ACTIVITIES ASSOCIATED WITH THIS PROJECT.
29. CONTRACTOR SHALL NOTIFY WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES, ENGINEERING DIVISION, PERMIT OFFICE, 48 HOURS PRIOR TO START OF CONSTRUCTION [(734) 595-6504 X 2009], IF THE CONSTRUCTION IS WITHIN A WAYNE COUNTY RIGHT-OF-WAY.

PLYMOUTH NOTES

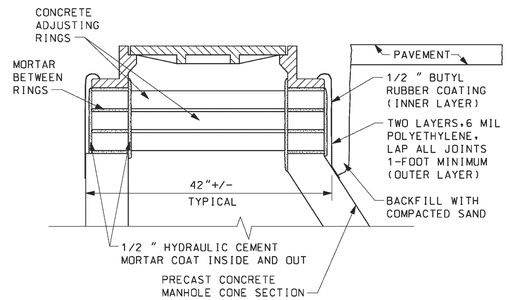
1. THE SANITARY SEWER PIPE IS TO BE ASTM C-76 CL-IV R.C.P. OR C-700 E.S. V.C.P. OR FOR INDUSTRIAL USE AND PVC TRUSS WITH RUBBER GASKET JOINTS OR ABS TRUSS MEETING ASTMD2680 FOR RESIDENTIAL/COMMERCIAL USE.
2. THE 6-INCH SANITARY LEAD WILL BE C-700 E.S. V.C.P. FOR INDUSTRIAL USE OR SDR 23.5 FOR RESIDENTIAL/COMMERCIAL USE.
3. BULKHEADS ARE TO BE PLACED IN THE EXISTING SEWERS AND WHERE THE NEW SEWER WILL CONNECT TO IT. THE BULKHEADS ARE NOT TO BE REMOVED UNTIL THE SEWERS HAVE BEEN ACCEPTED BY THE CITY OF PLYMOUTH.



CLEAN - OUT
(LOCATED IN PAVED AREA)



CLEAN - OUT
(LOCATED IN GREENBELT AREA)



* OUTSIDE DIAMETER OF FRAME SHALL NOT EXCEED OUTSIDE DIAMETER OF RINGS

NOTE:
THIS DETAIL TO BE USED IN CONCRETE OR BITUMINOUS PAVED AREAS. ALL OTHER AREAS SHALL USE BOLT DOWN FRAMES WITH RUBBER O-RINGS AS SHOWN ON MANHOLE DETAILS.

EXTERNAL FRAME SEAL DETAIL
FOR PAVED AREAS ONLY

REV*	DATE	DESCRIPTION	BY

NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND DATED

WADE TRIM
25251 Northline Rd.
PO Box 10
Taylor, MI 48180
734.947.9700
www.wadetrim.com

CITY OF PLYMOUTH
201 SOUTH MAIN STREET
PLYMOUTH, MICHIGAN 48170

STANDARD SANITARY SEWER DETAILS (SS-2)

ISSUED FOR: DATE: BY:

JOB NO. -

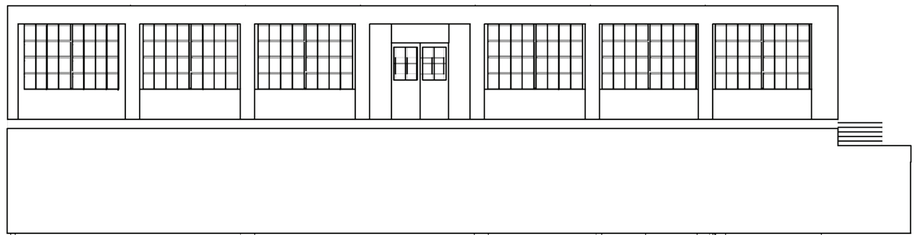
SHEET SS-2

© Wade Trim Group, Inc.

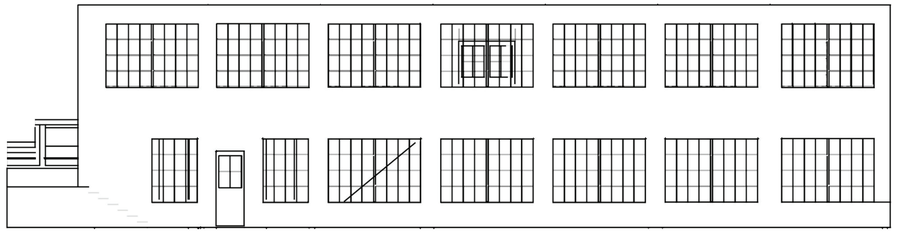
STANDARD SANITARY SEWER DETAILS (SS-2 OF 2)

PROJECT MANAGER: -
FIELD BOOK INFORMATION: -
par:\\WTPWIN116.wadetrim.com\projects\wisek\Documents\Standards\WadeTrim\Standard Details\Plymouth\CDT-PLYMSTD2.dgn 1/17/2024 2:10:05 PM BY mflanagan

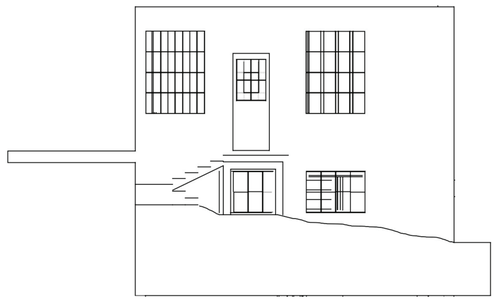
NORTHWEST ELEVATION



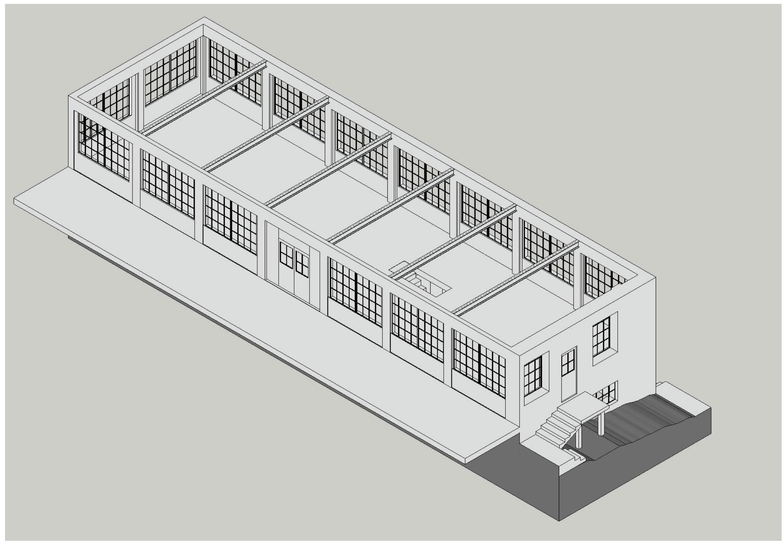
SOUTHWEST ELEVATION



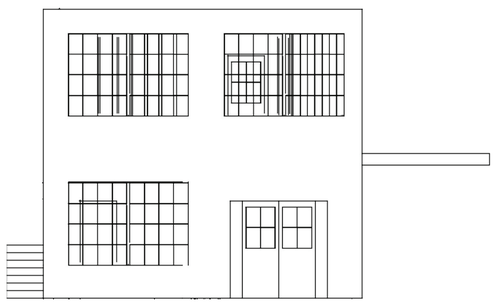
SOUTHWEST ELEVATION



WILCOX ISO



NORTHEAST ELEVATION



DEVELOPER:
Wil Cox, LLC
1156 Beech St.
Plymouth, MI. 48170
Attn: Greg Donofrio
248.470.4836

BUILDING ELEVATIONS
FOR: DONOFRIO WIL COX, LLC

ALL OF LOT 508 AND PART OF LOTS 506 AND 507, "ASSESSORS PLYMOUTH PLAT NO 16", CITY OF PLYMOUTH, COUNTY OF WAYNE, STATE OF MICHIGAN, AS RECORDED IN L. 66, P. 82 OF PLATS W.C.R.

Surveying - Engineering - Consultation
TRUE NORTH SURVEYING, INC.
23481 Gloria Drive, Brownstown, MI. 48183
Phone: (734) 676 - 7799, Fax: (734) 676 - 4990
Web: TNsurveying.com

Scale: 1" = N/A Feet | Date: 1/16/2025

This Drawing shall not be Reproduced, Modified, Transferred or Issued without the written consent of True North Surveying, Inc., (C) 2025 True North Surveying, Inc.

REVISIONS:

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RESOLUTION

No. 2021-311

By Commissioner Marecki

RESOLVED, by the Wayne County Commission this 20th day of May, 2021 that approval be, and is hereby, granted authorizing a purchase and development agreement between the Charter County of Wayne and Donofrio Wil Cox, LLC (of Northville) in the amount of $360,000 for the property that consists of approximately 4.275 acres, including the Wilcox Mill building, 230 Wilcox, City of Plymouth, as recommended by the Chief Executive Officer; and be it further

RESOLVED, that the revenue from the agreement will be deposited into Account No. 208 44925 673020 (Parks-Millage Operating); and be it further

RESOLVED, that approval be, and is hereby, granted authorizing the Charter County of Wayne to sell the following property:

> 230 Wilcox, City of Plymouth, parcel ID 49-003-01-0506-000; all of Lot 508 and part of Lots 506 and 507, Assessor's Plymouth Plat No. 16, as recorded in Uber 66, Page 82 of Plats, Wayne County Records.

and be it further

RESOLVED, that the Chief Executive Officer be, and is hereby, duly authorized to execute the aforementioned purchase and development agreement on behalf of the Charter County of Wayne.

[Purchase and Development Agreement on File]

(2021-60-002)

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WILCOX MILL PURCHASE AND DEVELOPMENT AGREEMENT

THIS **PURCHASE AND DEVELOPMENT AGREEMENT** (the "**Agreement**") is entered into and executed by and between WAYNE COUNTY, ("Seller" or "County"), and DONOFRIO WIL COX, LLC, a Michigan limited liability company, whose address is PO Box 935, Northville, MI 48167 ("Purchaser"). The Parties agree as follows:

MUTUAL UNDERSTANDINGS

A. The Wilcox Mill building is a historic building located in the City of Plymouth, Michigan built in 1922 and used by the Wayne County until 2019.

B. County and the City of Plymouth desire to put the building to productive use while preserving its historic character and complementing the surrounding park setting.

C. Purchaser has made a development proposal that fits with the County and Township's desired elements for the Property.

D. This Agreement lays out the terms of the purchase and development of the Property to ensure a successful development confirming to the proposal the Purchaser has made.

1. PURCHASE OF PROPERTY. Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller the property which consists of approximately 3.459 acres, including the Wilcox Mill Building, bearing the address of 230 Wilcox identified as Parcel A. In addition, approximately 0.816 acres of adjacent property currently part of Parcel B will be reconfigured so as to be included as part of Parcel A (the total reconfigured property to be referred to as the "Property"). The Property includes all buildings and fixtures but not equipment and personal property. The Property is more particularly described as follows:

SEE EXHIBIT A

2. PURCHASE PRICE/CONSIDERATION. The purchase price to be paid for the Property shall be the sum of Three Hundred Sixty Thousand ($360,000.00) Dollars ("**Purchase Price**"). The Parties also acknowledge that included in the consideration for sale of the Property, the Purchaser has agreed to redevelop the Property. The Parties acknowledge that the Property is currently a tax-exempt property.

3. PAYMENT OF PURCHASE PRICE. The Purchase Price, plus or minus the net of those adjustments, pro-rations and credits hereinafter provided, shall be paid to Seller at the consummation of the transaction contemplated hereby (the "**Closing**") by wire transfer in readily available funds.

4. TAXES. All current taxes and current installments of assessments (general or special) shall be prorated and adjusted using the "advance" method of proration as of the date of Closing in accordance with the due date of the municipality or taxing unit in which the Property is located. This provision notwithstanding, the Seller, a Michigan Charter County and political

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subdivision of the State of Michigan, will not be responsible for any portion of any tax that results from a transfer of Property to Purchaser, a private for-profit entity.

5. UTILITIES. Water, sewer, electricity, gas and other public utility bills shall be adjusted and prorated to the date of Closing. However, no proration shall be made for public utilities, if in lieu thereof, the respective utility companies are able to bill separately for the amount of utilities consumed through the morning of the date of Closing.

6. DEPOSIT. RESERVED.

7. TITLE. Seller shall convey to Purchaser all of its interest in the Property, which to the best of its knowledge is good and marketable fee simple title, by the Covenant Deed provided in Exhibit B. Title shall be subject only to the lien for taxes and assessments not yet due and payable, matters of zoning and easements, restrictions, rights-of-way of record, and other matters approved by Purchaser, in Purchaser's sole discretion. Purchaser shall also pay all recording fees. The Seller and the Purchaser have agreed to the form of deed listed in Exhibit B, of this Agreement.

8. EVIDENCE OF TITLE & BOUNDARY SURVEY. Purchaser, at Purchaser's expense, shall order an A.L.T.A. commitment for title insurance ("**Title Commitment**") issued by a title company of Purchaser's choice ("**Title Company**") in the amount of the Purchase Price naming Purchaser as the insured. Such Title Commitment shall guarantee Seller's title to the Property as required hereunder, and further guarantee that Seller's title is an unencumbered marketable fee simple title to the Property, free and clear of any and all easements (recorded, by use, prescription or otherwise), building and use restrictions, liens, encroachments, mortgages, rights of way and all other encumbrances of any kind, except those acceptable to Purchaser, within Purchaser's sole discretion, (the "**Permitted Exceptions**") and identified in the policy of title insurance. At Closing, as defined below, Seller shall cause to be issued, at Purchaser's expense, an owner's policy of title insurance issued without standard exceptions in the full amount of the Purchase Price pursuant to the Commitment insuring Purchaser's fee owner's interest in the Property ("**Title Policy**"). Updated Title Commitment(s) may be ordered by Purchaser from time to time during the term of this Agreement, at Purchaser's expense.

Purchaser, at Purchaser's expense, shall purchase an A.L.T.A./A.C.S.M. Land Title Survey, to be prepared by a surveyor of Purchaser's choice licensed in the State of Michigan, that shall be sufficient to cause the Title Company to delete the standard survey exception in the Title Policy.

Copies of all Title Commitment(s) and Survey(s) secured by the Purchaser shall be provided to the Seller.

9. DUE DILIGENCE. Purchaser shall have until one-hundred eighty (180) days after Wayne County Commission approval ("**Due Diligence Period**") to assess the Property's physical condition, secure financing commitments, review title, and obtain environmental reports. During the Due Diligence Period and subject to the terms hereof, Purchaser may inspect the Property to verify its condition; inspect the blueprints, construction documents, records, and other relevant documents of Seller; and arrange for any inspections, audits, and ALTA Survey and appraisals; make application to all necessary municipalities that Purchaser deems necessary and within the sole discretion of the Purchaser. All inspections, audits, and appraisals that Purchaser requests shall be at Purchaser's expense, but Seller shall give reasonable assistance to

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Purchaser or Purchaser's agents in providing access to the Property, completing the inspections, audits, and appraisals, providing necessary authorization for all inspections and testing and providing all documentation and information in the possession of the Seller relating to the Property and relevant to this transaction. Purchaser shall not unreasonably disturb the tenants or employees of Seller on the Property, if any, in undertaking any inspections, audits, or appraisals.

In the event certain environmental and other inspections and/or other due diligence inquiries necessary to complete due diligence cannot be performed prior to the expiration of the Due Diligence Period, Purchaser may, prior to the expiration of the Due Diligence Period, request an extension of the Due Diligence Period for an additional thirty (30) days by delivering written notice to the Seller ("Extended Due Diligence Period") and Seller shall grant the extension.

At any time prior to the expiration of the Due Diligence Period or Extended Due Diligence Period, Purchaser shall have the right, at the sole and complete discretion of the Purchaser and for any reason whatsoever, to elect to terminate this Agreement by written notice delivered to Seller within such Due Diligence Period. If such written notice is not so delivered, Purchaser shall be deemed to have accepted the Property in all respects and shall take the Property "AS IS", "WHERE IS" and "WITH ALL FAULTS"

If Purchaser does not close on the Property, it will provide Seller with all of the resulting studies and findings from its due diligence on the Property within 15 days of the deadline for Closing or termination of its election to close, whichever is earlier.

Purchaser's due diligence activities will not disrupt Seller's day to day operations on the Property without written permission to do so by Seller's authorized representative, not to be unreasonably withheld.

10. CLOSING. If all required conditions in this Agreement are fulfilled and title can be conveyed as required hereunder, the Closing shall take place, and the Seller shall convey title to the Property to Purchaser in the condition required hereunder, within 15 days of (i) the Purchaser providing written notification of its desire to close or (ii) the end of the Due Diligence Period, whichever is earlier.

11. POSSESSION. Purchaser shall be entitled to sole and exclusive ownership, possession and occupancy of the Property after Closing and the Seller shall convey to Purchaser, subject to the conditions contained in Section 14 of this Agreement, unencumbered marketable fee simple title to the Property, free and clear of any and all easements, building and use restrictions, liens, encroachments, mortgages, rights of way and all other encumbrances of any kind, except those acceptable to Purchaser.

12. CONDITION OF THE PROPERTY. Purchaser warrants and acknowledges to, and agrees with, Seller that Purchaser is familiar with the Property, and that Purchaser is purchasing the Property "AS IS", "WHERE IS" and "WITH ALL FAULTS", with no right of set-off or reduction in the Purchase Price and, except as expressly provided herein to the contrary, specifically and expressly without reliance on any warranties, representations or guarantees, whether express, implied or statutory, of any kind, nature, or type whatsoever from or on behalf of Seller, including without limitation, warranties, representations or guarantees with respect to the quality, character, or condition of the Property (including the presence of any Hazardous Materials on, at, under or emanating from the Property, or any Hazardous Use on or

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about the Property), whether latent or patent, merchantability, habitability, utility, tenantability, workmanship, operations, state of maintenance or repair, compliance with statutory or other governmental, regulatory or industry standards or fitness for a particular use, or with respect to the value, profitability or marketability of any part of the Property, or with respect to any other matter or thing relating to or affecting the Property. Seller does hereby disclaim and renounce, and Purchaser acknowledges and agrees that it is not relying on, any such representations or warranties. Upon the Closing, Purchaser shall have no claim in common law, in equity or under Environmental Laws, and hereby releases, covenants not to sue and forever discharges Seller (and its officers, directors, managers, agents, brokers, employees, representatives, affiliated or related entities, successors and assigns) from any claims, actions, liabilities, obligations, costs or expenses based upon or arising out of (a) the condition of the Property, (b) the failure of the Property to comply with any laws or meet any standards, (c) the presence of any Hazardous Materials on, at, in, under or emanating to or from the Property, (d) any Hazardous Use on or about the Property, and/or (e) any violation of any Environmental Laws. Further, anything in this Agreement to the contrary notwithstanding, in no event shall Seller be liable for incidental, special, exemplary or consequential damages, including, without limitation, loss of profits or revenue, interference with business operations, loss of tenants, lenders, investors, buyers, diminution in value of the Property, or inability to use the Property, due to the condition of the Property. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ESTABLISHED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING.

13. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings:

a. "Hazardous Materials" shall mean any substances, compounds, mixtures, wastes or materials that are defined to be, that are regulated as, that are listed as or that (because of their toxicity, concentration or quantity) have characteristics that are hazardous or toxic under any of the Environmental Laws, or any substances, compounds, mixtures, wastes or materials that are otherwise regulated under any of the Environmental Laws. Without limiting the generality of the foregoing, Hazardous Materials includes: (a) any article or mixture that contains a Hazardous Material; (b) petroleum or petroleum products; (c) asbestos, asbestos-containing materials and presumed asbestos-containing materials; (d) polychlorinated biphenyls; and (e) any substance the presence of which requires reporting, investigation, removal or remediation under any Environmental Laws.

b. "Environmental Laws" shall mean all applicable statutes, statutory laws, common laws, ordinances, rules, regulations, codes, plans, injunctions, judgments, orders, decrees, agreements rulings, and charges thereunder: (a) of the United States of America; (b) of any state or local governmental subdivision within the United States of America, including but not limited to the State of Michigan; and (c) all agencies, departments, courts or any other subdivision of any of the foregoing, which has jurisdiction, concerning pollution or protection of the environment, public health and safety, or employee health and safety, including laws (x) relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants, petroleum, petroleum-based materials, petroleum-based wastes,

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asbestos, asbestos-containing materials, presumed asbestos-containing materials, chemicals, industrial materials, solid wastes, Hazardous Materials, toxic substances or toxic wastes to, from, in, on or under ambient air, indoor air, surface water, ground water, soil, geologic formations, lands, equipment, structures or building materials, or (y) otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, petroleum, petroleum-based materials, petroleum-based wastes, chemicals, industrial materials, solid wastes, Hazardous Materials, toxic substances or toxic wastes.

c. "Hazardous Use" shall mean the use, presence, disposal, storage, generation, leakage, treatment, manufacture, import, handling, processing, release or threatened release of Hazardous Materials, to, from, on or under the Property or any portion thereof by any individual, person or entity, including without limitation, any lessee, occupant, and/or user of the Property or any portion thereof, including without limitation, Seller or Purchaser, whether known or unknown, and whether occurring and/or existing prior to the Effective Date or on or at any time after the Effective Date, and at any time after Closing.

d. "Project" shall mean the redevelopment of the Property pursuant to the Purchaser's proposal dated May 20, 2020and entitled The Albert Project..

14. PURCHASER'S REPRESENTATIONS AND WARRANTIES. Purchaser hereby represents and warrants to Seller that:

a. The Parties agree and acknowledge that part of the consideration being exchanged in the sale of the Property is the Purchaser's representations to redevelop the Property and complete the Project. Such a representation shall be treated as a material representation of this Agreement upon which the Seller has relied. In furtherance of this understanding, the Purchaser hereby represents and warrants to Seller that Purchaser has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Purchaser's obligations hereunder to purchase the Property, and all requisite actions necessary to authorize Purchaser to enter into this Agreement and to carry out its obligations hereunder to purchase the Property have been, or by Closing will have been taken.

b. Purchaser agrees to use good faith, reasonable, and diligent efforts in submitting plans for approval and continuing the same efforts until such plans are approved by the applicable government authorities.

c. Purchaser agrees to use commercially reasonable efforts to hire, and to cause its contractors and subcontractors to hire, union-tradesmen whenever possible and available.

d Purchaser also agrees to use commercially reasonable efforts to hire, and to cause its contractors and subcontractors to hire at least thirty (30%) percent of all contractors, subcontractors, vendors and suppliers who are businesses certified by

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the Wayne County Human Relations Division as "Wayne County Based Businesses." for the Project, pursuant to the requirements outlined in Exhibit C. (The "**County Based Businesses Goal**").

e. Purchaser also agrees that at least sixty (60%) percent of the construction workers shall be Wayne County residents (the "**County Residents Hiring Goal**"), pursuant to the requirements outlined in Exhibit C.

f. If the Purchaser does not achieve the County Based Businesses Goal after using commercially reasonable efforts required in section 14d or the County Residents Hiring Goal required in section 14e above, the County is entitled to liquidated damages from the Purchaser in the amount of One Thousand Dollars ($1,000.00) per each whole percentage point where the actual percent of construction contracts awarded to Wayne County businesses or residents hired falls short of the Goal(s).

g. Purchaser agrees to comply with the Wayne County Storm Water Ordinance and its rules and regulations if applicable.

h Upon Closing, Purchaser assumes all responsibility and liability for the Property including all environmental and hazardous material and waste claims arising from the use of the Property. Upon Closing, Purchaser will indemnify and hold Seller harmless from all claims and actions of any kind related to the Property, except for those claims arising from intentional acts or gross negligence of the Seller.

i. Purchaser shall indemnify and hold Seller and its agents harmless for any and all claims by third parties arising from or brought about by Purchaser's activities before the Closing, so long as any claim(s) does not involve gross negligence or intentional act of the Seller. Purchaser is responsible for restoring the Property to its original or better condition measured from the time of Purchaser's executes this Agreement and limited to any changes in the Property caused by Purchaser's activities.

j. Purchaser must commence excavation, construction or demolition activity related to the Project within twelve (12) months of Closing ("**Activity Deadline**").

k. Purchaser shall make a minimum investment into the Project of One-Million Dollars ($1,000,000.00) within twenty-four (24) months of Closing ("**Minimum Investment**"). Purchaser may include the distinct investment into the Project of its tenant partners to contribute to the Minimum Investment. If Purchaser does not meet the Minimum Investment requirement, Seller has ninety (90) days to exercise an option to repurchase the Property for the Purchase Price plus any investments made by the Purchaser by giving written notice to Purchaser. Once the written notice has been provided to the Purchaser, the Purchaser will have six (6) months to cure the default and meet the Minimum Investment requirement. The County may additionally charge the Purchaser a penalty in the amount of

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damages the County incurs as result of the lost taxable value for Purchaser's failure to invest the Minimum Investment.

l. After Closing, Purchaser agrees that it will maintain the portions of Property that are designated as wetlands and/or floodplain as required by applicable laws, rules, and regulations.

m. Purchaser agrees to allow the Seller access to the Property as necessary for maintenance of its right of way or existing utilities.

n. Purchaser agrees to rehabilitate the Property in accordance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings as defined by the United States Department of the Interior.

o. The Purchaser agrees to pursue listing the Property on the National Park Service's National Register of Historic Places.

p. In the event that the Purchaser sells the Property, the Purchaser agrees to place the following restrictive covenants verbatim or by express reference in any subsequent deed or other legal instrument by which Purchaser divests itself of an interest in the Property or any part thereof, and Purchaser shall ensure that any lease or all or a portion of the Property shall not provide lessees with any rights to use the Property in any manner inconsistent with the following restrictions, stipulations, and covenants:

    i. Wilcox Mill may not be demolished, removed, deconstructed, or moved from its present location, unless such action is consistent with the Secretary of the Interior's Standards for Rehabilitation.

    ii. Any improvements to the exterior or façade of the Wilcox Mill must be in accordance and consistent with the Secretary of the Interior's Standards for Rehabilitation as defined by the United States Department of the Interior.

    iii. Purchaser and subsequent owners of the Property shall notify the County in writing of any proposed sale or transfer of the Property.

    iv. The Purchaser agrees to utilize the land, to the extent possible and when not in private use, as park property accessible to the public as outlined in the Purchaser's proposal.

q Purchaser will record a historic preservation easement for Wilcox Mill within forty-eight (48) months of Closing.

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15. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller hereby represents to Purchaser that:

a. Seller has the full right, power and authority to sell the Property as provided in this Agreement and to carry out Seller's obligations hereunder, and all requisite actions necessary to authorize Seller to enter into this Agreement and to carry out its obligations hereunder have been, or by Closing will have been, taken.

b. Seller agrees to provide reasonable assistance to Purchaser to apply for a Letter of Map Amendment in order to correct the Flood Plain as currently depicted on the Flood Insurance Rate Map, Map No. 26163C0039E.

c. Seller agrees to give reasonable assistance in the application process required to reconfigure Parcel A so as to include the portions of Parcel B that will be included in the legal description of the Property, including but not limited to all application requirements, drafting of designs and documents and responding to the relevant municipalities.

d. Seller agrees to provide reasonable assistance to Purchaser for PUD applications and zoning approvals with the local municipalities.

e. Seller agrees to give reasonable assistance in the application for all National Park Registration and Historic Preservation.

f. Seller assumes all responsibility and liability for the Property including all environmental and hazardous material and waste claims arising from the use of the Property prior to the date of closing.

g. Seller has no written notice of any claims, lawsuits, actions, investigations or other proceedings pending or threatened, which would adversely affect this Agreement, the value of the Property and/or Seller's ability to close this transaction or Purchaser's ability to develop the Property as herein provided.

h. That Seller will provide reasonable assistance to the Purchaser, but at the Purchaser's expense, to coordinate an expedited quiet title action on the Property through the Wayne County Land Bank Corporation.

i. Seller has not transferred the Property for the purpose of delaying, hindering, and/or defrauding any creditor or potential creditor.

j. Seller is not subject to any commitment, obligation, agreement or contract, including but not limited to any right of first refusal or option to purchase granted to a third party, that might prevent the consummation of the transaction contemplated herein or that might bind Purchaser or the Property subsequent to consummation of this Agreement.

k. There are no leases or contracts relating to the Property or the operation or use thereof that will be binding upon Purchaser or the Property subsequent to Closing.

l. Seller will not commit or cause to be committed any act or omission between the date of Seller's execution of this Agreement and the date of Closing that will be inconsistent with any of the representations and warranties set forth herein

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m. The foregoing warranties are made with the knowledge and expectation that Purchaser is placing full and complete reliance on them.

16. SELLER'S DEFAULT. In the event Seller fails to close hereunder, the Purchaser may, at its option, either (a) seek specific performance of the terms and conditions of this Purchase Agreement, or (b) terminate this Purchase Agreement by written notice delivered to the Seller at or prior to the Closing Date and obtain a refund of monies reasonably spent to complete its due diligence, as liquidated damages and the remedy elected shall constitute the sole and exclusive remedy of the Purchaser.

17. PURCHASER'S DEFAULT. In the event Purchaser fails to close hereunder, Purchaser shall provide Seller with all of the resulting studies and findings from its due diligence on the Property without any cost or reimbursement from Seller as liquidated damages and shall constitute the sole and exclusive remedy of the Seller.

18. INCENTIVES. Purchaser agrees that, in the event it seeks any form of tax abatement incentives, it will obtain the advance consent of the Seller to seek any such tax abatement.

19. USE OF PROPERTY. Subject to the requirements of Section 14 of this Agreement, Purchaser may develop the Property as it determines in its sole discretion is in its best interest in compliance with the restrictions of this Agreement and all applicable laws, rules, and regulations. If Purchaser transfers the property it must do so with the transferee taking the Property subject to the requirements of this Agreement and with the restrictions placed on the Property by this Agreement.

20. LABOR USE. Purchaser will comply with Section 14 above with respect to labor use.

21. MISCELLANEOUS PROVISIONS.

a. Notices. Any notice, request, demand, consent, approval or other communication given pursuant to this Agreement (hereinafter "Notice") shall be given in writing by (a) personal delivery, (b) expedited delivery service with proof of delivery, or (c) United States registered or certified mail, return receipt requested, postage prepaid,), sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of the first attempted delivery at the address and in the manner provided herein. Unless changed in accordance with the preceding sentence, the address for notices given pursuant to this Agreement shall be as follows:

If to Seller:
Khalil Rahal
Assistant Wayne County Executive
500 Griswold, 28th Floor
Detroit, Michigan 48226

And with a copy to:

If to Purchaser:
Greg Donofrio
PO Box 935
Northville, MI 48167

And with a copy to:
Richard Cox

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Cheryl V. Jordan
Deputy Corporation Counsel
500 Griswold, 30th Floor
Detroit, Michigan 48226

b. Further Documents and Actions. The parties hereto agree that at any time or from time to time after the execution of this Agreement and the Closing, they shall, upon request of the other, execute and deliver such further documents and instruments and do such further actions and things as may be reasonably requested in order to carry out the intended purposes of this Agreement.

c. Applicable Law. This Agreement shall be deemed to be executed, performed, governed, construed, applied, and enforced in accordance with the substantive laws of the State of Michigan (without regard to any conflict of laws principles) and the applicable laws of the United States of America. Seller and Purchaser irrevocably submit to the jurisdiction of Wayne County in connection with any proceeding out of or relating to this Agreement.

d. Entire Agreement. This Agreement embodies the entire agreement and understanding by and between the parties relating to the subject matter hereof, and this Agreement may not be amended, waived or discharged, except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver, or discharge is sought.

e. Counterparts. This Agreement may be executed in any number of counterparts, none of which has been executed by all of the parties hereto, each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument.

f. Severability. Whenever possible, each provision of this Agreement and all related documents shall be interpreted in such a manner as to be valid under applicable law, but to the extent any provision is invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

g. Survivability. The terms in this Agreement that should reasonable survive the termination of this Agreement shall survive.

h. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (1) acts of God; (2) flood, fire, earthquake, or explosion, (3) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (4) government order or law; (5) actions, embargoes, or blockades in effect on or after the date of this Agreement; (6) action by any governmental authority; and (7) strikes, labor

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stoppages or slowdowns, or other industrial disturbances. The party suffering a Force Majeure event shall give prompt notice to the other party, stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure event are minimized.

i. Purchaser shall be entitled to assign its interest in this Agreement to an entity, membership/ownership of which shall be no less than 90% of the current membership of the Purchaser.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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WILCOX MILL PURCHASE AND DEVELOPMENT AGREEMENT

SELLER:

CHARTER COUNTY OF WAYNE

By: DocuSigned by: Brian Manning for 1E49F8E5D1A8408...

Its: Warren C. Evans, County Executive

Subscribed and sworn to before me this day of , 2020.

Notary Public, County, MI

My Commission Expires:

PURCHASER:

DONOFRIO WIL COX, LLC

By:

Its: MEMBER

Subscribed and sworn to before me this 24 day of June, 2020.

Notary Public, Wayne County, MI

My Commission Expires: 07/14/2025

ODA TYRONE HARRIS
Notary Public, State of Michigan
County of Wayne
My Commission Expires July 14, 2025
Acting in the County of Wayne

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EXHIBIT "A"

Legal Description of the Property

PARCEL ID: 49-003-01-0506-000

ALL OF LOT 508 AND PART OF LOTS 506 AND 507, ASSESSOR'S PLYMOUTH PLAT NO. 16, AS RECORDED IN UBER 66, PAGE 82 OF PLATS, WAYNE COUNTY RECORDS.

COMMENCING AT THE NORTHEAST CORNER OF LOT 506, THENCE THE FOLLOWING TWO COURSES ALONG THE NORTH LINE OF SAID LOT 506: 1) S80"42'35"W, 256.71 FEET AND 2) S52"25'15"W 56.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S52"25'15"W, 310.61 FEET; THENCE S01 "33'25"E, 364.04 FEET TO THE SOUTH LINE OF SAID LOT 508; THENCE N88"25'05"E, 64.50 FEET ALONG SAID LINE; THENCE N88"32'25"E, 240.41 FEET; THENCE S18"20'00"E, 28.71 FEET; THENCE S49"42'02"E 127.33 FEET; THENCE N7T14'51"E 50.26 FEET; THENCE 421.09 FEET ALONG THE ARC OF AN NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 6197.57 FEET, A CENTRAL ANGLE OF 03·53'35" AND A LONG CHORD BEARING N14"48'45"W, 421.01 FEET; THENCE N19"47'11"W, 103.60 FEET; THENCE 96.62 FEET ALONG THE ARC OF AN NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 456. 91 FEET, A CENTRAL ANGLE OF 12"06'59" AND A LONG CHORD BEARING N2T04'14"W, 96.44 FEET; THENCE N34"42'56"W, 65.15 FEET TO A POINT ON THE SOUTH LINE OF SAID WILCOX ROAD AND THE POINT OF BEGINNING AND CONTAINING 4.275 ACRES.

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EXHIBIT B

COVENANT DEED

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COVENANT DEED

The CHARTER COUNTY OF WAYNE, a public body corporate and politic, organized and now existing pursuant to Public Act 258 of 2003 of Michigan, as amended ("Grantor"), whose address is 500 Griswold, 31st Floor, Detroit, Michigan 48226, hereby sells, conveys, grants and bargains all its rights and interests which it may have and convey to [DEVELOPER NAME], a Michigan limited liability company ("Grantee"), whose address is [DEVELOPER ADDRESS] , the premises situated in the City of Plymouth, Wayne County, Michigan, more specifically described as:

See Appendix A hereto

for the sum set forth in a Real Estate Transfer Valuation Affidavit filed herewith.

Subject to the restrictions in Appendix B.

Grantor grants to Grantee the right to make all division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

The Grantor, for itself, its successors and assigns, covenants, grants, bargains, and agrees to and with Grantee, its successors and assigns, that, subject to the exceptions set forth on Attachment A hereto, which Grantee expressly assumes, Grantor has not previously done or committed or willingly suffered to be done or committed any act, matter, or thing that would cause the premises hereby granted, or any part thereof to be charged or encumbered in title, estate, or otherwise.

Grantor will warrant and defend the property against the lawful claims and demands of all persons. claiming through the Grantor, but against no other claims and no other person including predecessors in title.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

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This conveyance is exempt from state and county transfer taxes under MCL 207.526(h)(i) and MCL 207.505(h)(i)), respectively.

GRANTOR:

Charter County of Wayne

DocuSigned by:
By: Brian Manning for
1E49F8E5D1A8408...

Warren C. Evans, Chief Executive Officer

Dated as of 6/2/2021 | 9:13:32 AM EDT.

STATE OF MICHIGAN)

) SS.

COUNTY OF WAYNE)

This instrument was acknowledged before me in Wayne County, Michigan, on _____, by Warren C. Evans, Chief Executive Officer of the Charter County of Wayne, a Michigan corporate and public entity.

_____

Print Name of Notary Public: _____

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Notary Public, State of _____, County of _____.

My commission expires: _____.

Acting in the County of _____.

When recorded return to:	Send subsequent tax bills to:	Drafted by: Haaris Ahmad, Esq. Principal Attorney 500 Griswold, 30th Floor Detroit, MI 48226
Parcel I.D. No:	Recording Fee: $	Revenue Stamps: $ 0

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APPENDIX A

LEGAL DESCRIPTION

PARCEL ID: 49-003-01-0506-000

ALL OF LOT 508 AND PART OF LOTS 506 AND 507, ASSESSOR'S PLYMOUTH PLAT NO. 16, AS RECORDED IN UBER 66, PAGE 82 OF PLATS, WAYNE COUNTY RECORDS.

COMMENCING AT THE NORTHEAST CORNER OF LOT 506, THENCE THE FOLLOWING TWO COURSES ALONG THE NORTH LINE OF SAID LOT 506: 1) S80"42'35"W, 256.71 FEET AND 2) S52"25'15"W 56.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S52"25'15"W, 310.61 FEET; THENCE S01 "33'25"E, 364.04 FEET TO THE SOUTH LINE OF SAID LOT 508; THENCE N88"25'05"E, 64.50 FEET ALONG SAID LINE; THENCE N88"32'25"E, 240.41 FEET; THENCE S18"20'00"E, 28.71 FEET; THENCE S49"42'02"E 127.33 FEET; THENCE N7T14'51"E 50.26 FEET; THENCE 421.09 FEET ALONG THE ARC OF AN NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 6197.57 FEET, A CENTRAL ANGLE OF 03·53'35" AND A LONG CHORD BEARING N14"48'45"W, 421.01 FEET; THENCE N19"47'11"W, 103.60 FEET; THENCE 96.62 FEET ALONG THE ARC OF AN NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 456. 91 FEET, A CENTRAL ANGLE OF 12"06'59" AND A LONG CHORD BEARING N2T04'14"W, 96.44 FEET; THENCE N34"42'56"W, 65.15 FEET TO A POINT ON THE SOUTH LINE OF SAID WILCOX ROAD AND THE POINT OF BEGINNING AND CONTAINING 4.275 ACRES.

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APPENDIX B

RESTRICTIONS

1. Wilcox Mill may not be demolished, removed, deconstructed, or moved from its present location, unless such action is consistent with the Secretary of the Interior's Standards for Rehabilitation.

2. Any improvements to the exterior or façade of the Wilcox Mill must be in accordance and consistent with the Secretary of the Interior's Standards for Rehabilitation as defined by the United States Department of the Interior.

3. Purchaser and subsequent owners of the Property shall notify the County in writing of any proposed sale or transfer of the Property.

4. The Purchaser agrees to utilize the land, to the extent possible and when not in private use, as park property accessible to the public as outlined in the Purchaser's proposal.

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EXHIBIT C

COUNTY-BASED BUSINESSESAND COUNTY RESIDENTS HIRING REQUIREMENTS

I. Definitions

A. "County-Based Business"

To be identified as a "County-Based business" all of the following requirements must be met:

1. The company is headquartered or has been conducting business at a location with a permanent street address in the County, on an ongoing basis, for not less than one (1) year;
2. The company has been dealing for not less than one (1) year on a regular commercial basis in the kind of goods or services which is the subject of the bid, or in a closely or logically allied product line;
3. The company provides a commercially viable product or service to a governmental and private sector clientele; and,
4. At least 30% or more of the company's regular, full-time employees are based in Wayne County.

B. "County Resident"

A County Resident" means an individual who can demonstrate residency in Wayne County for not less than one hundred eighty (180) days prior to the date the person seeks to be employed for work on a project. Residency shall be established by the address listed on a State of Michigan identification card or State of Michigan driver's license. In addition, the person must provide, upon request from the Wayne County Human Relations Division, a Voter Registration Card, Motor Vehicle Registration, most recent federal or state tax returns or lease/rental agreement reflecting the same address. Other forms of proof-of-residence may be accepted under certain circumstances.

C. "Project"

See Section 13(d) of the Purchase and Development Agreement.

II. Businesses and County Residents Hiring Goals

A. Purchaser will use best efforts to ensure that at least thirty percent (30%) of the total dollar value of construction contracts related to the Project are awarded to County-based businesses that are certified by the Wayne County Human Relations Division (the "County-Based Businesses Goal").

B. Purchaser will best efforts to ensure that at least sixty percent (60%) of the workforce related to the construction of the Project are County Residents and that County Residents perform at least sixty percent (60%) of the hours worked on the construction of the Project. (the "County Residents Hiring Goal").

C. Purchaser will use commercially reasonable efforts to maximize post-construction employment opportunities with Purchaser for County residents. (collectively, sections II(A)-(C) are referred to as the "Businesses and Hiring Goals")

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D. The Wayne County Human Relations Division shall measure, monthly, the Businesses and Hiring Goals under this Agreement (the "Reporting Period"). Thereafter, for the duration of the Project, Purchaser shall, at the end of each Reporting Period, submit to the Wayne County Human Relations Division a report indicating:

1. The total work-hours worked and total dollars spent on the Project during the preceding Reporting Period; and

2. If applicable, the amount by which Purchaser fell short of meeting the Businesses and Hiring Goals. Purchaser falling short of the Businesses and Hiring Goals shall report both (a) the raw number of total work-hours and the total dollars spent by which Purchaser fell short of the Businesses and Hiring Goals; and (b) the percentage of total work-hours and total dollars spent by which Purchaser fell short of the Businesses and Hiring Goals.

III. Default and Penalties

Penalties for failing to obtain the Businesses and County residents goals are described in Section 14(f) of the Agreement. IV. Noncompliance Challenge

If Purchaser wishes to challenge a finding of noncompliance, Purchaser may, within ten (10) business days of the notice of noncompliance, file with the Wayne County Human Relations Director a written notice challenging the finding of noncompliance, and detailing the basis for the challenge. The challenge will then be forwarded to a panel comprised of (1) the Wayne County Corporation Counsel or his or her designee; (2) the Wayne County Procurement Department Director or his or her designee; and (3) the Wayne County Strategic Facilities Management Director or his or her designee. The panel shall adjudicate the challenge and issue a written decision. The panel may, schedule an oral hearing on the challenge or make a decision based only on the submissions.

Memorandum

To:	Greta Bolhuis, Planning & Community Development Director Adam Gerlach, Assistant Director of Municipal Services
From:	Shawn Keough, PE, Wade Trim
Date:	February 5, 2025
Subject:	Utility/Engineering Review for Final PUD Donofrio Wilcox, LLC 230 Wilcox Road, City of Plymouth

We have reviewed the plans provided to Wade Trim on January 28, 2025, by the City of Plymouth. The submittal consists of 65 pages titled "Wilcox Mill Restoration – Final PUD Submission Package, date January 25, 2025". Our previous review of the preliminary PUD for this project was submitted to the City on June 6, 2024.

We offer the following comments for the Planning Commission consideration:

Public Sanitary Sewer

1. The plans show a proposed 6-inch sanitary sewer lead with a connection to an existing 36-inch sanitary sewer located along Edward Hines Drive.
2. We believe that the 36-inch sanitary sewer is under the jurisdiction of Wayne County, however this needs to be confirmed.
3. The plans should be revised to show a 10-inch public sanitary sewer (for future ownership by the city) from the connection to the downstream Wayne County sewer to the first proposed manhole on the subject property.
4. The 6-inch sanitary lead that is proposed from the building to the sanitary manhole should be shown in a profile view. Cleanouts should be provided in accordance with the building code. We recommend one cleanout between the building and the proposed manhole.
5. A Part 41 permit from the State of Michigan Department of Environment, Great Lakes & Energy (EGLE) for new 10-inch sanitary sewer construction will be required.

Public Water Supply

1. The plans do not currently show how the proposed project will be serviced by public water.
2. The City of Plymouth has existing 6-inch water main available at the intersection of Holbrook and Hardenberg. Future PUD plans should include an 8-inch water main extension along Wilcox from this intersection to the front of the proposed project.

3. The proposed location of the future water service into the renovated building should be shown on the plans.
4. We recommend at least one fire hydrant be installed at the end of the new 8-inch water main for fire protection. We also recommend that the City Fire Department provide input on the best location for the fire hydrant.
5. A permit from EGLE for new water system construction will be required for the new water main.

Storm Water Management Comments

1. The plans propose a storm water management system to manage the storm water runoff from the property. The plans provide significant design detail related to the two proposed bio swales. We have not reviewed the calculations that have been provided in full detail. We can complete that step as part of the final engineering review.
2. It is unclear how proposed bio swale #1 is intended to work as it appears that the bio swale is upstream of the parking lot that will generate the most run off from this sub area. We recommend that the storm water runoff from the parking area be directed into the bio swale prior to being discharged from the property. Or that the bio swale be located downstream of the current storm water infrastructure.
3. Proposed bio swale #2 appears to take sheet drainage from the south westerly parking area. We recommend that the storm water runoff is first collected in a catch basin with a sump so that excess debris can be filtered before entering the bio swale.
4. The two bio swales are proposed to outlet to an area on the property that is labeled on the landscape plan as “Middle River Rouge”.
5. Future submittals should provide additional detail regarding how the applicant plans to clean up the area described as “Middle River Rouge”, which we believe used to be the outlet of an old, abandoned race way when the historic mill was first in use.
6. The applicant is advised that they will be required to obtain a permit from the Wayne County Department of Public Services.
7. The applicant will be required to enter into the appropriate maintenance agreements with the City of Plymouth and Wayne County as part of their final approval of the project.

General Comments

1. The plans are signed by a professional engineer and a professional surveyor; however the plans also indicate in several places that the topographical survey was completed “by others”. If possible, it would be preferable to note the date of the survey and the entity that completed the survey.
2. The applicant has indicated that a Soil Erosion and Sedimentation Permit will be required. We agree.

At this time, we cannot recommend approval of these plans without a plan for providing public water supply to the property. Please revise the plans to show how the property will be served by public water. We trust that these comments are helpful to the city and the Planning Commission as you review this development. Please feel free to contact us at any time with questions. We appreciate the opportunity to assist the City of Plymouth on this plan review.

Cc: John Buzuvis, Economic Development Manager
Chris Porman, Director of Municipal Services

Carlisle | Wortman
ASSOCIATES, INC.
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Date: February 8, 2025

Final Planned Unit Development
For
City of Plymouth, Michigan

GENERAL INFORMATION

Applicant:	Donofrio Wil Cox, LLC 1156 Beech St. Plymouth, MI 48170
Project Name:	Wilcox Mill Restoration PUD
Plan Date:	Engineering Plans: January 8, 2024
Latest Revision:	Engineering Plans: January 16, 2025 Landscape Plan: January 21, 2025
Location:	230 Wilcox Road, Plymouth, MI
Zoning:	R-1, Single-Family Residential District
Action Requested:	Preliminary PUD Approval

PROJECT DESCRIPTION

The applicant has submitted a Planned Unit Development (PUD) application for land that was formally owned by Wayne County. The property is located adjacent to Edward Hines Drive and the recreational facilities provided by Wayne County Parks. The project proposes restoring the existing 2-story, historic structure (approx. 4,800 s.f.) into a commercial building. An existing, 16-space parking lot at the rear of the property will also be renovated, and a new 38-space parking lot will be constructed, with barrier-free access from this lot to the first floor of the building.

An aerial of the proposed project site is shown on the next page.



Source: Near Map (Capture April 8, 2024)



Source: Google Maps (Capture August, 2019) – Looking West from Hines Drive.

The Planning Commission conducted a Public Hearing on August 14, 2024, regarding this project, based upon the applicant's description of the proposed uses as a coffee shop and lower-level commercial use

associated with recreation or fitness. After the Public Hearing and discussion, the Planning Commission approved the following motion:

A motion to approve PUD 24-06, 230 Wilcox, for Preliminary PUD review, with the finding of facts:

- The project meets the goals and objectives of the Plymouth Master Plan.
- The public good of maintaining a historic structure and its integrity is part of the PUD proposal.
- The PUD will accommodate items listed in the Carlisle Wortman report as well as incorporate the comments of the applicant for the Wilcox Mill Restoration PUD narrative.
- The use of the facility will be primarily of a B-1 zoning nature and the lower-level use will be less intense than the use for the upstairs.
- The applicant will list the hours of operation and update the site plan for the site improvements discussed.

The Planning Commission identified the following plan revisions in their comments:

1) Permeable pavers/pavement to permit stormwater infiltration in the parking lot.
2) Bike parking.

This review lists the questions/additional information requested in our previous review and describes the applicant's response to each.

PUD PROCESS AND PLAN REQUIREMENTS

According to Section 78-314 of the Zoning Ordinance and the prescribed PUD procedures for review, the applicant attended a pre-application conference with City staff in January 2021. A formal application has been submitted and includes the transmittal of Final PUD plans/site plans.

Our previous review of the Preliminary PUD plans listed the following information required by the ordinance. The applicant has supplied a document titled "*Wilcox Mill Restoration; Final PUD Submission Package*." We have commented on the applicant's response to each. We also list outstanding informational requirements for a Final PUD Plan

Outstanding Preliminary PUD Informational Items

1. **A written explanation of how the project meets the PUD eligibility criteria (Sec. 78-311(c)).** CWA Comment: The narrative does not list, and respond to, the specific PUD criteria in Sec. 78-311. The narrative describes various aspects of the project and expands on the requested uses of the site.

   Specific information on how the project meets the criteria in Sec. 78-311(c) is required. The narrative should:
   a. List each criterion in Sec. 78-311(c), and
   b. Provide a response after each criterion of how the project meets the criterion.

2. **Zoning of applicant's property and all abutting properties and of properties across any public or private street from the PUD site added to the plans.** CWA Comment: This information has been added to the Sheet labeled "Topographical Survey By Others."

3. **Has Wayne County restricted the building renovations or use as part of the purchase agreement? The applicant needs to provide a copy of the purchase agreement to the City to document any conditions/restrictions. Also, written information about how the County will be involved, if at all,**

in assessing whether the purchase agreement has been accurately implemented or not also needs to be provided. CWA Comment: As requested, the applicant has provided the Purchase Agreement document, that includes the following concepts:

1) In the "Mutual Understandings" section of the Agreement, it states: "County and City of Plymouth desire to put the building to productive use while preserving its historic character and complementing the surrounding park setting."
2) The applicant presented a development proposal to the County when negotiating the purchase of this land, as referenced in the "Mutual Understandings" section. The development proposal offered to the County has not been provided to the City as part of this PUD application; therefore, it's unclear what the applicant presented to the County as a future use of the site.
3) Page 9 of 12 under Sec. 19, USE OF PROPERTY, states" the Purchaser may develop the Property as it determines in its sole discretion is in its best interest in compliance with the restrictions of this Agreement and all applicable laws, rules, and regulations."

We have the following questions/comments:

1) Did the development proposal offered to the County include any proposals for land use? If yes, what were the uses in the development proposal?
2) The sale of this land was based upon the understanding that the reuse of the building and site would complement the surrounding park setting. The Agreement does not list land uses that would accomplish this goal; therefore, it's up to the Planning Commission and City Commission to determine the land uses that would complement the surrounding park setting and surrounding residential neighborhood.

Outstanding Final PUD Plan Informational Items

Sec. 78-314(c), Final Plan, requires the following with the Final PUD submission:

1) A separately delineated specification of all deviations from this chapter (i.e., Zoning Ordinance) which would otherwise be applicable to the uses and development proposed in the absence of this article.

***Items to be Addressed**: 1) Provide written explanation of how the project meets the PUD eligibility criteria in Sec. 78-311(c) in a narrative that lists each criterion and then describes how the project meets each criterion. 2) Did the development proposal that is referenced in the Purchase Agreement include any proposals for land use of the site? If so, what land uses were included in the development proposal? 3) Planning Commission/City Commission to determine the land uses that would accomplish the goal to "complement the surrounding park setting," as well as the City's vision for this site. 4) Provide list of all deviations from Zoning requirements that are proposed by this project.*

PUD ELIGIBILITY

Section 78-311(c) of the City of Plymouth Zoning Ordinance establishes PUD criteria which determine the overall eligibility for a Planned Unit Development. These criteria are provided below.

(1) Grant of the planned unit development will result in one (1) of the following:

a. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations;

CWA Comment: This site has an unusual shape, and its location on a corner increases the non-buildable area of the property. The location of existing utilities, tail race, and topography also

make this site challenging to develop. However, if it were developed as zoned (single-family residential use), we estimate that the site could possibly accommodate approximately 12-15 clustered dwelling units west of the tail race. However, preservation of the historic building required by the County would reduce this number.

The submission is proposing to renovate the existing historic structure on site, renovate an existing parking lot, and build a new parking lot and barrier-free access to the first floor of the building. While we consider renovation of a historic structure a "material benefit," the use of the renovated structure also needs to be specified. **We discuss the proposed immediate and future uses early in this review because "land use" is a material consideration to all the PUD Eligibility Criteria.**

Land Use
Typically, land uses in a PUD are limited to uses that are allowed in the underlying zoning district. However, Sec. 78-311(b) of the Zoning Ordinance states the following:

"(b) Any land use authorized in this article may be included in a planned unit development, subject to adequate public health, safety, and welfare protection mechanisms being designed into the development to ensure the compatibility of varied land uses both within and outside the development."

The underlying zoning of this site is residential and would not permit any commercial uses. In a PUD, the ordinance allows the City to consider land uses other than those permitted in the underlying zoning *as long as there are adequate protections for the neighbors*.

Immediate Planned Uses
During Preliminary PUD discussions, the applicant described their plans for use of the renovated historic structure:
- Upper Level: Sit-down destination coffee shop that could accommodate up to 100 people, with no planned drive thru.
- Lower Level: Retail store engaged in sales/rentals of outdoor leisure equipment, health/fitness store, or supporting business for the coffee shop.
- The hours of operation are expected to be 7am-9pm, including outdoor patio activity. There also may be low-level "elevator" music on the patio for ambience.

Possible Future Uses
The Planning Commission/City Commission must determine what other types of uses would be acceptable in the future. The Final PUD submission reflects the Planning Commission's motion approving the Preliminary PUD Plan that: "*The use of the facility will be primarily of a B-1 zoning nature and the lower-level use will be less intense than the use for the upstairs.*" The applicant's Final PUD narrative states that their request is to permit *all uses* allowed in the B-1 Local Business District, as well as a number of additional uses that are outside of the B-1 Local Business District. We have prepared a listing of all of the uses the applicant is requesting in an Appendix at the end of this review.

The additional requested uses brings up a number of issues:
1) The "immediate" uses and the "B-1" uses were discussed during the Public Hearing. The most recent submission requests additional uses that were not discussed at the Public Hearing and are clearly outside of a "local business" character. If these new uses are considered

acceptable by the Planning Commission, we would recommend a second public hearing to present this significant change to residents and get their input.

2) The Planning Commission needs to decide which uses are acceptable at this site, and list them in their recommendation (if approval is granted) to the City Commission. Without this list, will be too difficult for future City staff to discern allowed uses from a "general or conceptual" description. The Planning Commission will need to create a list of uses it deems appropriate for this site.
3) The surroundings should guide the permitted uses in this building. The subject site is an integral part of the Wayne County Park system and uses in the building should complement and support parks, and the surrounding residential neighborhoods. As shown in the Appendix Table of Proposed uses, we have provided an opinion on which uses in B-1, and the uses recently requested by the applicant, are compatible with the existing park use, as well as non-disturbing to the adjacent neighborhoods.

b. Long-term protection and preservation of natural resources and natural features of a significant quantity and/or quality, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations;

CWA Comment. The proposed development will preserve the existing tail race and will not impact the existing wetland on the southern boundary of the property. We asked if an easement exists on the tailrace, or if there were plans for an easement. The applicant replied that there is no easement, and no easement is planned. The tail race serves the entire Rouge River, which is under the jurisdiction of the State.

The project will remove vegetation along Wilcox Street to construct the barrier-free walkway to the parking lot. Retaining walls will help to limit the clearing and grading needed to implement this change. The existing tree survey shows one significant tree (#84, 25" Hickory) in the vicinity of the walkway. The Final PUD "Site Development Plan" shows the limit of disturbance is outside of the dripline of this tree and construction will not damage the tree or its rootzone. This approach helps to meet this criterion.

The Site Development Plan shows the location of the floodplain boundaries on the site. A portion of the new parking lot, and the barrier-free walkway will be located within the floodplain. This sheet also notes the following: "*Currently the floodplain location and elevation are being evaluated to remove the area of development (building, parking lots and rain gardens) from the floodplain*. *Once FEMA has determined the new floodplain, these plans will be updated to show new floodplain information*." The project is not locating any new buildings within the floodplain. The applicant's most recent narrative explains the long timeframe needed to modify the boundaries of a floodplain. An initial review has been completed and there is a chance to do a new study and provide exact elevations of the damn and building to FEMA and petition for a floodplain map amendment. The narrative also offers an alternative to modify the building to remove it from the floodplain. In any event, the applicant states they will keep working with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) on this issue. Any Final PUD approval should be conditioned on the applicant successfully removing the building from the floodplain in some fashion acceptable to EGLE.

In our previous review, we recommended that the plans show a "conservation easement" over the areas they intend to preserve. The Final PUD Site Development Plan shows a "conservation

easement" over the natural waterway created after the tail race. This will help ensure that the site will maintain its "park-like" character into the future.

c. Long-term protection of historic structures or significant architecture worthy of historic preservation; or

CWA Comment. As part of this project, the applicant is proposing to restore the existing building on site, which was originally designed by the famous architect Albert Kahn for Henry Ford. The applicant states that part of this restoration will be saving and restoring the original steel sash window frames and the Mill Road-facing façade (assuming they mean "Wilcox Road"), bringing back the original look. We consider this work to meet this criterion. However, the future uses, and scope of those uses, needs to be determined.

d. A nonconforming use shall, to a material extent, be rendered more conforming, or less offensive, to the zoning district in which it is situated.

CWA Comment: This site was used as part of the Wayne County park system, which is a permitted use in the R-1 zoning district. The proposal is suggesting uses that are not currently permitted in the R-1 zoning district. Therefore, the proposal will not make this site less non-conforming. However, renovating the building and site will make it more aesthetically pleasing to the neighborhood.

(2) The proposed type and density of use shall not result in an unreasonable increase in the need for or burden upon public services, facilities, roads and utilities.

CWA Comment: The applicant has discussed utilities with the City's Department of Public Works. The Final PUD Site Development Plan shows existing water, gas, and electrical service to the building. It also shows proposed utility structures for a sanitary sewer, and stormwater management system. We don't expect this building, given its small size, to result in an unreasonable increase in the need for or burden upon public services and utilities.

Regarding traffic, we researched trip generation tables for the immediate proposed uses of a "coffee shop" and "sporting goods superstore." Note that the trip generation tables don't have a category for a small-scale sporting goods store. However, traffic accessing the sporting goods superstore category is calculated per 1,000 s.f., which can be applied to this proposal. It's also likely that people would be accessing this use on their bicycle, given that Hines Drive is often used by cyclists. This would reduce the number of vehicle trips to/from this site,.

Table 1. Estimate Traffic Generation – Peak Hours

Use	Calculation*	Estimated # of Vehicle Trips (Peak Hour)
Coffee Shop (NO drive-thru)	96.43 trips/1,000 s.f. (AM Peak Hour - Weekday) 56.50 trips/1,000 s.f. (Peak Hour – Weekend)	**Weekday Peak: 212 trips** (96.43 x (2,200 s.f./1,000)) **Weekend Peak: 124 trips** (56.5 x (2,200 s.f./1,000))

Use	Calculation*	Estimated # of Vehicle Trips (Peak Hour)
Sporting Goods Store	2.58 trips/1,000 s.f. (PM Peak Hour - Weekday) 3.99 trips / 1,000 s.f. (Peak Hour - Weekend)	**Weekday Peak: 6 trips** (2.58 x (2,200 s.f. / 1,000)) **Weekend Peak: 9 trips** (3.99 x (2,200 s.f./1,000))
TOTAL		**Weekday Peak: 218 trips** **Weekend Peak: 133 trips**

*Note that the trip generation tables use "gross" square feet.

The table above includes the times when the proposed uses generate the most traffic. "Peak hour" indicates the hour with the highest volume of vehicle trips entering and existing a site. This means that the number of trips represents 50% entering the site and 50% existing the site, which illustrates the impact this traffic would have on the adjacent street.

The Annual Average Daily Traffic count (per SEMCOG's Traffic Volume Map) indicates that Wilcox Road experiences approximately 5,200 vehicle trips per day, and Edward Hines Drive experiences approximately 4,700 vehicle trips per day. Even though Wilcox is only two lanes, this road is identified as a "Major Collector" in the Plymouth Master Plan, indicating that this road funnels traffic from residential areas to arterial roads. Given the existing traffic on the adjacent streets, we don't think the traffic generated at the peak hours by the immediate proposed uses will create traffic problems. However, traffic should be a determining factor in the list of "future" potential uses created by the Planning Commission. See the Appendix of Proposed Uses at the end of this review for our comments on appropriate/inappropriate uses due to the amount of potential traffic.

(3) The proposed planned unit development shall be consistent with the public health, safety and welfare of the City.

CWA Comment: The previous proposal (for art instruction and residential above) showed a "monitoring well" near the back of the building (north side of trail race). This well isn't shown on the current survey. The current narrative explains that two underground storage tanks were previously removed from this site between 1989-1992. Four monitoring wells were installed to ensure that the remediation of the tanks and surrounding soil was successful. The narrative notes that the MDNR recommended closure of the remediation project; the monitoring wells are no longer in use and not currently locatable.

We also asked about any needed remediation of contaminants on site. The applicant's previous narrative states that the only environmental issue on site was the underground storage tanks, and completed remediation of the surrounding soils. They know of no other contamination.

(4) The proposed planned unit development shall not result in an unreasonable negative environmental impact or loss of a historic structure on the subject site or surrounding land.

CWA Comment: Regarding unreasonable negative environmental impact, it doesn't appear with the information provided that the site's natural features will be negatively impacted.

Regarding loss of a historic structure, the applicant is proposing to renovate and re-use the existing historic structure.

(5) The proposed planned unit development shall not result in an unreasonable negative economic impact upon surrounding properties.

CWA Comment: Renovation of this building and site will, in our opinion, benefit the economics of the surrounding area as long as the uses are appropriate, and the level of activity on this site is consistent with the character of the area.

(6) The proposed planned unit development shall be under single ownership and/or control such that there is a single person, corporation, or partnership having responsibility for completing the project in conformity with this article.

CWA Comment: Per the application form, the project is under ownership of Donofrio Wil Cox, LLC, who will be responsible for managing the project in conformity with the PUD Agreement.

(7) The proposed planned unit development shall be consistent with the goals and policies of the City Master Plan.

CWA Comment: The City's 2018 Master Plan designates the future land use of the property as "Parks and Open Space." This designation is described as follows:

> "*The Parks and Open Space land use category includes existing parkland and open/green spaces, as well as proposed parks that are identified in the City's Recreation Master Plan. In addition to City-owned parks, this category also includes the County-owned River Rouge Parkway. This land use category is intended to protect parklands and open space from future development that does not consider the public benefit of retaining such land. In areas where open green space cannot be retained, Single-Family Residential: Low Density development is preferred."*

The proposal intends to renovate and reuse the existing historical building and improve/expand the parking on the property. The remainder will be used for stormwater management, maintenance of the tail race, and preserved open space. In our opinion, uses that support the park along Hines Drive would be consistent with the Master Plan, as long as their operation did not disrupt the adjacent residential uses.

We recommend that if the Planning Commission supports the proposal, that a condition be added to the PUD Agreement to deed-restrict future development of the site, prohibit expanded retail/commercial buildings/development of the property, and preserve the open space as identified on the plans in an effort to preserve the recreational character of Hines Drive and the River Rouge Parkway park.

(8) The proposed use or uses shall be of such location, size, and character as to be in harmony with the zoning district in which it is situated, and shall not be detrimental to the adjoining zoning districts.

CWA Comment: Because the existing building is being retained, we consider the historic building to be in harmony with, and not detrimental to, adjoining residential zoning districts. As under Criterion (1)(a), the Planning Commission needs to specifically delineate the uses that would be allowed on this site, taking into consideration preservation of the park's character, minimizing disturbance to adjacent neighborhoods, and traffic. Also, as mentioned above, the PUD Agreement should specifically list the uses that can occupy the building over time so that future uses complement the area.

(9) A demonstration that the PUD is not proposed in an attempt by the applicant to circumvent the strict application of zoning standards.

CWA Comment: The proposal is not possible under the current zoning. Therefore, either the site needs to be rezoned to a specific district, or the applicant needs to request a Planned Unit Development that would allow flexibility from the uses permitted, and ordinance standards.

Historically-accurate renovations to a building can be quite expensive. Also, the location of the existing building doesn't lend itself to being a single-family home. Also, if the property were developed as zoned, it's possible that renovation of the historic building wouldn't happen, or the building would be demolished. We don't consider the proposal an attempt to circumvent the ordinance requirements, as the restoration of this building will benefit the community. The allowed uses will need to be clearly defined to ensure they don't negatively impact the residential neighbors.

In summary, project meets a number of the PUD Eligibility Criteria, but this determination is based on the future uses allowed at this site to be consistent with the "park" character of the area, and non-disturbing to residential neighbors.

***Items to be Addressed**:*

1) *The Planning Commission/City Commission determine specific future uses that would be consistent with the "park" character of the area and non-disturbing to neighbors. In addition to these topics, the amount of expected traffic generated by uses should be considered in determining which future uses would be appropriate.*
2) *If non-B-1 uses proposed by the applicant are considered acceptable by the Planning Commission, a second public hearing should be conducted to present this significant change to residents and get their input.*

We also recommend that, if the Planning Commission supports the project, that the PUD Agreement include the following conditions:

1) *The applicant successfully removes the building from the floodplain, in some fashion acceptable to EGLE.*
2) *A specific description of future permitted building/site uses (i.e., uses that support recreational activities in the River Rouge Parkway park, including…).*
3). *Deed restrictions on future development of the site, prohibitions on expanded retail/commercial buildings/development of the property, and preservation of the open space as identified on the plans.*

SCHEDULE OF REGULATIONS

Section 78-313 states that the schedule of regulations for each respective land use must be met, unless the Planning Commission and City Commission approve deviations that advance the objectives of the Zoning Ordinance.

This proposal for the immediate uses includes retail uses in one building, which is similar to a shopping center that has various units for different retail uses. Also, because the building is located on highly traveled streets, we have applied the General Business District provisions in the schedule of regulations.

Table 2. General Business Schedule of Regulations Requirements

			GB Required	Proposed (Existing Building)
Minimum Lot Size			--	4.275 acres (186,230 s.f.)
Minimum Lot Width			--	273 feet (Wilcox) 589 feet (Hines Drive)
Height of building			2 stories / 30 feet	2 stories / 16.5 feet
Minimum yard setback	**Front (Wilcox)**		--	20 feet
	Front (Hines Drive)		--	117 feet
	Sides	**Least one**	10 least	105 feet (west)
	Rear		10 feet	383 feet (South
Maximum Lot Coverage			--	1.1%
Maximum Floor Area Ratio			--	0.023

***Items to be Addressed**: None.*

PARKING, LOADING

The table below shows the required parking, as well as the parking proposed on the site plan:

Table 3. Parking Requirements

	Parking Required – Base Uses	Parking Provided
Mixed-Use Building:		
Lower Level Retail	1 space per 200 s.f. usable floor area (1,975 s.f. / 200 = **10 spaces**)	**54 spaces** (See Below)
Upper Level Coffee Shop (Considered a "restaurant" in ZO)	1 space per 75 s.f. of usable floor area (1,975 s.f. / 75 = **27 spaces**)	
TOTAL	**37 spaces**	

Number of Parking Spaces

The number of parking spaces proposed will accommodate two restaurants (or one restaurant occupying the entire building). Restaurants are not considered "retail" uses under the Zoning Ordinance. They are more intense than a general retail use, or a "snack shop," and are treated differently in the ordinance.

The proposed number of parking spaces will accommodate a sit-down restaurant(s) or bar. We also don't think a sit-down restaurant or bar to be consistent with the intent of the "park" designation in the Master Plan. A coffee shop, ice cream store, or other "snack shop" would serve the recreational users of the Rouge River Parkway, but attracting users from a wider vicinity (such as a destination "restaurant") arriving by car would not, in our opinion, be consistent with preserving the "park" atmosphere of this site. This use would also be disturbing to the residential neighbors, as a restaurant/bar would be open later into the evenings, and any outdoor dining/patio use would create noise that would disturb the neighborhood. The Planning Commission should determine if a sit-down restaurant or bar at this location supports the "park" character of the area, is likely non-disturbing to residential neighbors, and is consistent with the Master Plan.

Screening of Parking Lots

Section 78-203 requires a 10-foot wide landscape strip to screen all parking lots that are visible from a public right-of-way. Below is a street view of the existing rear parking lot from Edward Hines Drive:



Source: Google street view (Image Capture October 2024)

The proposed landscape plan shows "meadow lawn" along Hines Drive, which would not provide the required screen. The applicant explains that they don't want trees blocking the view of the building from the street. A line of shrubs along the edge of the parking lot will accomplish both goals, screening the parking lot from the street while providing drivers with a view of the building. Several shrub species, such as Viburnum, Chokeberry, or Dogwood, listed on the Storm Sewer Profile and Detail Sheet under the heading "Bioswale Recommended Planting List" could be used to accomplish the required screen.

Parking Lot/Space Dimensions

The dimensions of the proposed parking have been amended to meet ordinance requirements. The length of a space must be at least 20-feet long.

- If a seven (7)-foot wide sidewalk abuts a parking space, then 2-feet of the walk may be counted toward the parking space length. The walk adjacent to both parking lots has been widened to 7-feet wide, allowing the parking spaces that abut these walks to have a length of 18-feet. The third bank of parking spaces have been lengthened 20-feet.

Loading Space
The plans show a 10' x 40' loading/unloading space in the easterly lot next to the building. The ordinance requires a 10' x 50' loading space for a building of this size. As requested, the anticipated delivery trucks will be small Box Trucks or Delivery Vans. With this size delivery vehicle, we would consider the proposed loading/unloading zone sufficient. The turning movements of the proposed delivery trucks is now shown on the plans, clarifying that a delivery truck can successfully use the loading/unloading zone as proposed. This information has also been provided for a trash hauler accessing the dumpster screen in the westerly parking lot.

Items to be Addressed: *1) The number of parking spaces will accommodate sit-down restaurants or a bar; The Planning Commission should determine if a sit-down restaurant or bar at this location supports the "park" character of the area, is likely non-disturbing to residential neighbors, and is consistent with the Master Plan. 2) Use shrub species such as Viburnum, Chokeberry, or Dogwood, listed on the Storm Sewer Profile and Detail Sheet under the heading "Bioswale Recommended Planting List" to accomplish the required parking lot screen.*

CIRCULATION

This site has two existing access points on the lower level; one to the existing parking lot along Hines Drive, and the other to a graveled area south of the first. We have no comments on the functionality of the existing driveways off of Hines Drive.

Also, the upper level has a paved shoulder in the right-of-way in front of the existing building along Wilcox Road. The plans show a proposed knee wall along the road to separate it from a new patio in front of the building. The applicant's previous narrative states that there is no planned drop-off/pick-up area along Wilcox in front of the building.

Items to be Addressed*: None.*

SIDEWALKS

The existing conditions along Wilcox and Hines Drive include a paved shoulder (see photo of Wilcox right-of-way below, with subject site in the background). No independent pedestrian facilities (such as a sidewalk or safety path) are provided along either frontage of the subject site, or the adjacent properties.



The Master Plan does not call for any pedestrian facilities along Wilcox Rd.

A ramped sidewalk is proposed between the upper level and the new parking lot in lower level of the site. This walkway will provide a barrier-free access from the upper level of the building to the lower level of the building and parking lot. Whether the sloped sidewalk meets the requirements of the American with Disabilities Act will need to be assessed. Outdoor stairs are also provided between the upper and lower levels of the site for those not needing the sloped sidewalk.

In our previous review, we asked if the building contain an elevator. The applicant responded that it will not. The existing stairs inside the building will only be accessible by building tenants, and not customers.

***Items to be Addressed**: 1) Compatibility of sloped sidewalk between lower-level parking and upper level with ADA requirements needs to be assessed.*

LANDSCAPING

A Landscape Plan has been provided.

Perimeter Parking Lot Landscaping
As described above, when a parking lot is visible from a public right-of-way, a 10-foot-wide landscaped greenbelt shall be located between the parking lot and the street, and include one tree per 30 lineal feet of frontage along the parking lot, and five shrubs per 30 lineal feet. The easterly parking lot is 162 lineal feet, requiring 5 trees and 25 shrubs. While not planted between the parking lot and the street, the plans show five large trees next to the entranceway. We would consider this alternative acceptable; however, the shrubs should be planted along the edge of the parking lot. As suggested above, the shrub species that are recommended for the bioswale could also be used to screen this lot from the street.

Interior Parking Lot Landscaping
Both parking lots are greater than 5,000 s.f. This means that one s.f. of landscape area is required for each 15 s.f. of pavement. The greenbelt along Hines Drive cannot be counted toward this requirement. The landscaped areas shall be arranged in a manner that breaks up the expanse of paving throughout the parking lot (i.e. landscape islands). One tree is required for each 300 s.f. of landscaped area.

The easterly parking lot requires 432 s.f. of interior landscaping (or 6,480 s.f. pavement / 15 = 432 s.f. landscaping), and 2 trees. The westerly parking lot requires 760 s.f. of interior landscaping (or 11,040 / 15 = 760 s.f. landscaping), and 3 trees.

Neither parking lot has any interior landscape islands. One tree is provided at the perimeter of the easterly parking lot. The required parking lot islands and trees need to be added to the plans.

Plant Material
The proposed plant material meets the minimum size requirements in the ordinance. Most of the species are native to Michigan, or cultivars of native species. However, Frans Fontain Hornbeam is a European species. Michigan has its own native Hornbeam (*Carpinus virginiana*) and would be a better selection given the naturally wooded environment of the site.

Because this is a Preliminary Site Plan/PUD Plan review, we haven't evaluated the proposed landscaping. A lighting plan, meeting the requirements of Sec. 78-204, *Exterior Lighting*, will also need to be submitted at Final review. We will evaluate both at the Final Site Plan/PUD Plan stage.

Items to be Addressed*: 1) Planning Commission consider alternative location of required screening trees within parking lot greenbelt. 2) Add a minimum of 30 shrubs to screen easterly parking lot from Hines Dr.; suggest species recommended for Bioswales. 3) Add landscaped parking lot islands (minimum of 432 s.f.), and one tree in island to easterly parking lot; add minimum of 760 s.f. of parking lot islands and three trees in islands to westerly parking lot. 4) Suggest using native Michigan Hornbeam tree vs. European species, given the naturally wooded environment of the site.*

LIGHTING

A Lighting Plan has been submitted.

The ordinance limits lighting levels along property lines shared with residential uses to 0.1 footcandles, and 0.3 along property lines shared with non-residential uses. The property lines shared with residential uses are not shown on the plans, but the large open space, and intervening slopes and vegetation, between the parking lot lights and the nearest neighbor should ensure that the light levels meet the requirement. The minimum lighting levels in the parking lots are also met.

No information about the proposed site fixtures has been provided. Manufacturer cut sheets of the proposed fixtures should be provided to confirm that the fixtures are downward-facing and can accept a house-side shield if needed. Also, the maximum height of the pole-mounted fixtures needs to be shown on the plans, including the base in the height dimension. Pole-mounted fixtures cannot exceed 25-feet or the height of the building, whichever is shorter.

The building rendering shows building-mounted fixtures. These fixtures should be included in the lighting levels on the photometric plan. Also, the manufacturer information needs to be provided to ensure that the fixtures are downward facing and shielded.

Items to be Addressed*: 1) Provide manufacturer cut sheets of proposed pole-mounted light fixtures, to confirm they are downward-facing and can accept a house-side shield if needed. 2) Show height of pole-mounted fixtures on plans (include base in height dimension). 3) Include building-mounted light fixtures in lighting levels on the photometric plans. 4) Provide manufacturer information of building-mounted fixtures to confirm they are downward facing and shielded.*

PUD AGREEMENT / PHASING

A PUD Agreement will need to be developed prior to final approval. The agreement will specify performance guarantees and phasing. It will also most likely include the conditions/restrictions placed upon the property by Wayne County and the City.

Items to be Addressed*: Develop PUD Agreement with performance guarantees for public benefits.*

ARCHITECTURAL ELEVATIONS AND FLOOR PLANS

The applicant has provided an architectural rendering of the proposed renovated building. The submitted narrative with the Preliminary PUD Plans states that the renovations will include restoration of the existing the original steel sash window frames, which is an important component of the historic integrity of this building. If the Planning Commission supports this project, and because the main "public benefit" is restoration of the historic building, we recommend the following conditions be included in the PUD Agreement:

- The historic restoration will be accomplished in compliance with the Secretary of Interior Standards for Rehabilitation of Historic Structures, and that an architectural historian that meets the minimum qualifications published in the Code of Federal Regulations (36 CFR Part 61) will oversee the work.
- The historic restoration will include restoration of the original steel sash window frames, and that the window frames will not be replaced with modern window frames. (Note: Replacement of the glass with modern glass is acceptable.)
- The historic restoration will be done in compliance with any agreement with Wayne County.

Conceptual floor plans have been provided of the coffee shop layout, but these plans don't include any information about the service counter, sinks, refrigerator, etc. Has the applicant secured any tenants for the building?

***Items to be Addressed**:*

1. *Recommend following conditions if Planning Commission supports the project:*
   a. *The historic restoration will be accomplished in compliance with the Secretary of Interior Standards for Rehabilitation of Historic Structures, and the work is overseen by an architectural historian that meets the minimum qualifications published in the Code of Federal Regulations (36 CFR Part 61).*
   b. *The historic restoration will include restoration of the original steel sash window frames, and that the window frames will not be replaced with modern window frames. (Note: Replacement of the glass with modern glass is acceptable.)*
   c. *The historic restoration will be done in compliance with any agreement with Wayne County.*
2. *Has the applicant secured any tenants for the building?*

RECOMMENDATIONS

We support restoration of the historic building on this site, and the general layout of the other site amenities. The main issue with the PUD Eligibility is that the acceptable future uses of this building have not been specifically delineated and need to be. We've provided the Commissioners with an Appendix at the end of this review to assist them with this task. (Note that if significant changes are made to the uses discussed at the first Public Hearing, a second Public Hearing should be conducted before the project move forward.)

This review also identifies some site plan issues that can be discussed with the applicant. If the revisions are not possible/acceptable, they will be considered deviations from the ordinance requirements.

A. **PUD Plan Requirements:**
   1) Provide written explanation of how the project meets the PUD eligibility criteria in Sec. 78-311(c) in a narrative that lists each criterion and then describes how the project meets each criterion.

2) *Did the development proposal that is referenced in the Purchase Agreement include any proposals for land use of the site? If so, what land uses were included in the development proposal?*
3) *Planning Commission/City Commission to determine the land uses that would accomplish the goal to "complement the surrounding park setting," as well as the City's vision for this site.*
4) *Provide list of all deviations from Zoning requirements that are proposed by this project.*

B. PUD Eligibility.

1) *The Planning Commission/City Commission determine specific future uses that would be consistent with the "park" character of the area and non-disturbing to neighbors. In addition to these topics, the amount of expected traffic generated by uses should be considered in determining which future uses would be appropriate.*
2) *If non-B-1 uses proposed by the applicant are considered acceptable by the Planning Commission, a second public hearing should be conducted to present this significant change to residents and get their input.*
3) *If Planning Commission supports the project, recommend conditioning PUD Agreement to include the following:*
   a. *The applicant successfully removes the building from the floodplain, in some fashion acceptable to EGLE.*
   b. *A specific description of future permitted building/site uses (i.e., uses that support recreational activities in the River Rouge Parkway park, including…).*
   c. *Deed restrictions on future development of the site, prohibitions on expanded retail/commercial buildings/development of the property, and preservation of the open space as identified on the plans.*

C. **Parking/Loading.**

1) *The number of parking spaces will accommodate sit-down restaurants or a bar; The Planning Commission should determine if a sit-down restaurant or bar at this location supports the "park" character of the area, is likely non-disturbing to residential neighbors, and is consistent with the Master Plan.*
2) *Use shrub species such as Viburnum, Chokeberry, or Dogwood, listed on the Storm Sewer Profile and Detail Sheet under the heading "Bioswale Recommended Planting List" to accomplish the required parking lot screen.*

D. **Sidewalks.**

1) *Compatibility of sloped sidewalk between lower level parking and upper level with ADA requirements needs to be assessed.*

E. **Landscaping.**

1) *Planning Commission consider alternative location of required screening trees within parking lot greenbelt.*
2) *Add a minimum of 30 shrubs to screen easterly parking lot from Hines Dr.; suggest species recommended for Bioswales.*
3) *Add landscaped parking lot islands (minimum of 432 s.f.), and one tree in island to easterly parking lot; add minimum of 760 s.f. of parking lot islands and three trees in islands to westerly parking lot.*
4) *Suggest using native Michigan Hornbeam tree vs. European species, given the naturally wooded environment of the site.*

F. **Lighting**.
   1) *Provide manufacturer cut sheets of proposed pole-mounted light fixtures, to confirm they are downward-facing and can accept a house-side shield if needed.*
   2) *Show height of pole-mounted fixtures on plans (include base in height dimension).*
   3) *Include building-mounted light fixtures in lighting levels on the photometric plans.*
   4) *Provide manufacturer information of building-mounted fixtures to confirm they are downward facing and shielded.*

G. **PUD Agreement.**
   1) Develop PUD Agreement with performance guarantees for public benefits.
   2) Recommend following conditions in PUD Agreement if Planning Commission supports the project:
      a. A specific description of permitted building/site uses (i.e., uses that support recreational activities in the River Rouge Parkway park, including…).
      b. Deed restrictions on future development of the site, prohibitions on expanded retail/commercial buildings/development of the property, and preservation of the open space as identified on the plans.
      c. The historic restoration will be accomplished in compliance with the Secretary of Interior Standards for Rehabilitation of Historic Structures, and the work is overseen by an architectural historian that meets the minimum qualifications published in the Code of Federal Regulations (36 CFR Part 61).
      d. The historic restoration will include restoration of the original steel sash window frames, and that the window frames will not be replaced with modern window frames. (Note: Replacement of the glass with modern glass is acceptable.)
      e. The historic restoration will be done in compliance with any agreement with Wayne County, if historic restoration of the building is included in the purchase agreement for the property

H. **Architectural Elevations.** 1) Has applicant secured tenants for the building?

Sally M. Elmiger

CARLISLE/WORTMAN ASSOC., INC.
Sally M. Elmiger, AICP, LEED AP
Principal

#152-1901

cc: John Buzuvis
Marleta Barr

APPENDIX
List of Uses in B-1 Local Business District and Requested by Applicant

	Use	Compatible with Park and Neighboring Residential Uses?
	B-1 – Local Business District – Principal Uses Permitted (See CWA Comments Below)	
1.	Office buildings for any of the following occupations: governmental, executive, administrative, professional, accounting, writing, clerical, stenographic, drafting, sales, post offices and public utility offices.	Y
2.	Medical office and dental office, including clinics.	N
3.	Banks, credit unions, savings and loan associations, and other financial institutions including drive-through facilities, drive-through branches, and/or 24-hour automatic tellers.	N
4.	Private clubs and lodge halls.	Y
5.	Off-street parking lots.	N
6.	Meeting halls and related services.	Y
7.	Any generally recognized retail business which supplies commodities on the premises, for persons residing in adjacent residential areas such as: convenience grocery stores, groceries, meats, dairy products, baked goods or other foods, drugs, dry goods and notions or hardware.	Y
8.	Any personal service establishment which performs services on the premises for persons residing in adjacent residential areas, such as: shoe repair, dry cleaning shops, tailor shops, beauty parlors, barbershops. Any service establishment of an office-showroom or workshop nature of an electrician, decorator, dressmaker, tailor, shoemaker, baker, commercial printing/copying, upholsterer, or an establishment doing radio, television or home appliance repair, photographic reproduction, and similar establishments that require a retail adjunct and of no more objectionable character than the aforementioned subject to the following provision: No more than five (5) persons shall be employed at any time in the fabrication, repair and other processing of goods.	N
9.	Restaurants not serving alcoholic beverages, sit-down restaurants, carry-out restaurants or other places serving food except those having the character of a drive-in, or having a drive-through component.	Y
10.	Video rental establishments.	N.A.
11.	Veterinary clinic.	N
12.	Neighborhood retail plaza containing multi-tenant spaces totaling less than 50,000 square feet.	Y
13.	Professional offices of physicians, lawyers, dentists, chiropractors, architects, engineers, and similar or allied professions.	Y & N (See above)
14.	Other uses similar to the above and subject to the following restrictions: a. All business establishments shall be retail or service establishments dealing directly with consumers. All goods produced on the premises shall be sold at retail on the premises where produced. b. All business, servicing, or processing, except off-street parking or loading, shall be conducted within completely enclosed buildings.	Y
15.	Accessory structures, uses and signs customarily incident to the above permitted uses and subject to all requirements of this chapter.	Y
16.	Residential uses shall be permitted provided such living units are located on the second floor or above.	Y

The table lists uses we consider appropriate for the site in red font.

	Use	Compatible with Park and Neighboring Residential Uses?
	B-1 – Local Business District – Special Uses (See CWA Comments Below)	
1.	Publicly-owned buildings, public utility buildings, telephone exchange buildings, electric transformer stations and substations, and gas regulator stations (excluding outdoor storage yards).	Y
2.	Accessory buildings and uses customarily incident to any of the above uses.	Y
3.	One-family detached dwellings, two-family dwellings, multi-family dwellings.	N
4.	Bars and lounges or restaurants serving alcohol subject to the following: a. The bar, lounge, or restaurant serving alcohol shall be restricted to a specific size and square footage. Any increase in square footage or expansion of restaurant operations which serve alcoholic beverages shall be subject to a new or amended special use permit. b. The community development director shall request a report from the city's director of public safety regarding the possible impacts of the establishment serving alcoholic beverages. The planning commission shall consider this report in their evaluation of the request for special land use approval.	N
	Additional Uses Requested by the Applicant (See CWA Comments Below)	
1.	Medical office, dental office, physical therapy and chiropractic office; including clinics.	N (Listed in B-3)
2.	Professional offices of lawyers, architects, engineers, and similar or allied professions.	Y (Listed in B-1 & B-3)
3.	Offices and showrooms of plumbers, electricians, decorator or similar trades, in connection with which not more than 25 percent of the floor area of the building or part of the building occupied by the establishment is used for making, assembling, remodeling, repairing, altering, finishing, or refinishing its products or merchandise; and provided that the ground floor premises facing upon, and visible from any abutting street shall be used only for entrances, offices, or display. All storage of material on any land shall be within the confines of the building or part thereof occupied by the establishment.	N (Listed in B-2 & B-3)
4.	Pool or billiard parlor or club.	Y (Listed in B-3)
5.	Storage of materials or goods to be sold at retail provided such storage is within a building or is enclosed as not to be visible to the public from any abutting non-industrial district or public street.	N (Listed in B-3)
6.	Any of the following uses shall be permitted when the manufacturing, compounding or processing is conducted wholly within a completely enclosed building. That portion of land used for open storage facilities for materials or equipment, shall be screened from view of public roadways and any adjoining residential uses. a. The manufacture, compounding, processing, packaging or treatment of such products as, but not limited to: bakery goods, candy, cosmetics, pharmaceutical, toiletries, food products, hardware and cutlery, tool, die, wood, glass, metal, gauge and machine shops, breweries, wineries and distilleries. b. Warehousing and wholesale establishments. c. The manufacture, compounding, assembling, reassembly, packaging or treatment of articles or merchandise from previously prepared materials. d. The manufacture of textiles, ceramics, glass, clay or stone product. e. Manufacture of instruments, plastics or plastic molded products.	N (Listed in I-1)
7.	Any of the following uses charged with the principal function of basic research, design pilot or experimental product development, and medical facilities when conducted within a completely enclosed building: a. Life science technology and medical laboratories, including but not limited to medical support facilities, biomedical engineering, biotechnology, genomics, proteomics, molecular and chemical ecology. b. Material science products, including but not limited to plastics, polymers, laser technology and robotics. c. Information technology, including but not limited to electronics, data processing and computer hardware and software. d. Automotive. e. Alternative energy. f. Food products and beverages.	N (Listed in I-1)

B-1 Uses

The uses that we consider appropriate for this site that are listed in the B-1, Local Business District, are those uses that are of a recreation nature (to complement the "park" setting), or that are unlikely to have negative affects on the surrounding residential neighborhoods. Uses we consider inappropriate for this site include:

1) Uses that generate traffic, such as doctor's offices and banks.
2) Uses that are not supportive of the surrounding "park" character, including parking lots.
3) Uses that generally require regular truck deliveries and outdoor storage, including contractor businesses, and personal services.
4) Uses that generate noise, such as vet clinics with outdoor kennels.

Special Land Uses

If the Planning Commission were to state that all uses listed in B-1 are allowed, then any Special Land Use in B-1 would also be allowed and not require further review (i.e., no Public Hearing or Planning Commission evaluation in the future to establish a new Special Land Use at this site). While the Planning Commission could include a provision in the PUD Agreement that any Special Land Use would have to go through the evaluation process in the ordinance, this would require City Staff to be aware of this requirement in the PUD Agreement and add another layer of detail to using this building and site. We don't recommend a provision in the PUD Agreement but do support the Planning Commission to be deliberate about listing the specific uses that would be allowed on this site.

Additional Uses Requested by the Applicant

The additional uses requested by the applicant are from Zoning districts other than B-1, Local Business District. The other districts include the following:

1) B-3, General Business District. This district has a more expansive list of commercial uses than B-1, and is intended to serve the motoring public and regional market, rather nearby residents.
2) I-1, Light Industrial, is intended to accommodate light industrial and research uses, and which could exert detrimental effects (odors, truck traffic, noise) to the surroundings.

The uses in the applicant's list we consider to be supportive of a park environment and not be detrimental to neighboring residential areas include professional offices (which are also listed in B-1), and a pool or billiard hall, which is a recreation-type use. Due to the likelihood of detrimental impacts of the I-1, manufacturing or research uses, we don't consider them to be supportive of the park or surrounding neighborhoods.

The applicant's narrative also suggests that "*The Special Land Uses sections of each of the Code of Ordinance Articles reference above will still require review and approval of the Planning Commission*." This is not correct, unless the PUD Agreement specifically states such. This also seems to suggest that *ALL* the uses in B-3 and I-1 (not just the ones listed by the applicant's narrative) could be considered an allowable use for this site, which is not appropriate in our opinion.

City of Plymouth
Planned Unit Development (PUD) Application

City of Plymouth
201 South Main Street
Plymouth, Michigan 48170

www.plymouthmi.gov
Phone 734-453-1234 x 232
Fax 734-455-1824

General Information:
Sites that are developed as a Planned Unit Development (PUD) offer a public benefit in exchange for deviations from the requirements of a specific zoning district. Put simply, a PUD is a rezoning with a formal agreement to the conditions. As such, it must also be approved by the City Commission. Applicants seeking a PUD and site plan approval are encouraged to familiarize themselves with the City of Plymouth Zoning Ordinance, Zoning Map, and Master Plan in order to assure that the proposed PUD considers the use proposed for development of the site and the building height, bulk, density, area, off-street parking, landscaping and screening requirements of the zoning ordinance. Copies of the Zoning Ordinance, Zoning Maps and Master Plans may be obtained online or from the Community Development Department.

Site plans must be reviewed and approved by the City of Plymouth Planning Commission before building permits may be issued.

Applicants must have a pre-application meeting prior to submittal unless waived by the Community Development Director. Pre-application meeting fee is $350.

Planned Unit Development Review Fees:

Preliminary PUD, base fee	$1500.00 + $75/per acre fee
Final PUD, base fee	$1,100.00 + $75/per acre fee
Revised Preliminary or final PUD	$1,000.00
PUD approval extension	$ 850.00
PUD approval amendment	$ 850.00
Engineering plan review	Actual cost + 5%

Review Process:
Submit 15 copies of the PUD Application and 15 copies of the site plan drawings and any supplemental information folded and stapled to the Community Development Department before the review process can begin. Site plan drawings shall be on a sheet size that is at least 24 inches by 36 inches, with graphics and scale. Submit one digital copy of the entire submission package (application, site plan drawings, supplemental information, etc.) via email to plans@plymouthmi.gov or by document sharing application. Site plans submitted for review must be in the hands of the City by 12:00 PM on the submission deadline in order to be on the following month's agenda. Deadlines and meeting dates can be found on the Planning Commission's page on the City's website. Fees shall be provided at the time of submittal.

This application will be initially reviewed for completeness by the Community Development Department. Incomplete applications will be returned for modification. Following receipt, applications are distributed to the City's Planning Consultant, Fire Marshall, applicable department heads, and Planning Commissioners for review to ensure compliance with all applicable codes and ordinances. The applicant will be provided with the Planning Consultant's comments and recommendations concerning the application in advance of the meeting.

The Planning Commission meets on the second Wednesday of the month in the City of Plymouth Commission Chambers (second floor), 201 S. Main Street, Plymouth, MI at 7:00 PM.

CITY OF PLYMOUTH
PLANNED UNIT DEVELOPMENT APPLICATION

Community Development Department
201 S. Main Street Plymouth, MI 48170
Ph. 734-453-1234 ext. 232
www.plymouthmi.gov

I. Site/Project Information

Site Address	Current Zoning Classification	Date of Application
900 Starkweather	Mixed Use	11/20/2024

Name of Property Owner	Phone Number	
John Forrester Plymouth Hospitality LLC	734-216-0610	
Mailing Address	Email Address (Required)	
25005 Trans X Road	john@rhinorec.com	
City	State	Zip Code
Novi	MI	48375

II. Applicant and Contact Information

Indicate Who the Applicant Is. If Property Owner, Skip to Section III.	☐ Architect	☐ Developer	☐ Engineer	☐ Lessee
Applicant/Company Name	Phone Number			
Applicant/Company Address	City	State	Zip Code	
Email Address (Required)				

III. Site Plan Designer and Contact Information

Site Plan Designer Company Name	Phone Number		
Michael J Dul & GreenTech	734-320-1313 & 248-826-6281		
Company Address	City	State	Zip Code
212 Daines & 51147 W. Pontiac Trail	Birmingham & Wixom	MI	48009&48393
Registration Number Expiration Date	Email Address (Required) tshoemaker@mjdul.com & jesse@greentechengineering.net		

IV. Type of Project

☒ Commercial ☐ Industrial ☐ Mixed Use
☐ Multi-Family ☐ Single Family

☐ Preliminary Plan ☒ PUD Review/Revision
☐ Final Plan ☐ PUD Amendment/Extension

V. Historic District

Is this project located in the Historic District?
☐ Yes ☒ No

VI. Description of Project

*See attached document

VII. Fee Schedule

Fee Item	Fee	Quantity	Total
PUD Preliminary Plan (initial review only)	$1,500.00		
PUD per acre fee	$75.00		
Rezoning	$800.00		
Condominium project	$500.00		
Subsequent PUD review/revision	$1,000.00		
Final PUD	$1,100.00		
Extension of PUD approval	$850.00		
Amendment to approved PUD	$850.00		
Special PC meeting	$900.00		
		TOTAL FEE	

VIII. Applicant Signature

Signature of Applicant	Date
	1/22/2025

IX. Property Owner Signature

Signature of Property Owner	Date
	1/22/2025

Subscribed and sworn before me this 22nd day of January, 20 25.

Julie Farnum
Notary Public, State of Michigan
Wayne County
My Commission Expires 03/29/29
Acting in the County of Oakland

Notary Public: [signature]

My Commission expires: 03/29/29

For Office Use Only

		YES/DATE	NO	N/A
1.	Pre-Application Meeting			
2.	Digital Copy of Application Package			
3.	Public Hearing Notice			
4.	CWA Review			
5.	Municipal Services Review			
6.	Fire Department Review			
7.	Engineering Review			

X. PUD General Design Standards (from Sec. 78-313)

The PUD meets the following general design standards		YES	NO	N/A
1.	All regulations within the city zoning ordinance applicable to setback, parking and loading, general provisions, and other requirements shall be met in relation to each respective land use in the development based upon zoning districts in which the use is listed as a principal permitted use. In all cases, the strictest provisions shall apply.	[ ]	[ ]	[ ]
2.	Notwithstanding (1) above, deviations with respect to such regulation may be granted as part of the overall approval of the planned unit development, provided there are features or elements demonstrated by the applicant and deemed adequate by the city commission upon the recommendation of the planning commission designed into the project plan for the purpose of achieving the objectives of this section.	[ ]	[ ]	[ ]
3.	The uses proposed will have a beneficial effect, in terms of public health, safety, welfare, or convenience, on present and future potential surrounding land uses.	[ ]	[ ]	[ ]
4.	The uses proposed will not adversely affect the public utility and circulation system, surrounding properties, or the environment.	[ ]	[ ]	[ ]
5.	The public benefit shall be one which could not be achieved under the regulations of the underlying district alone, or that of any other zoning district.	[ ]	[ ]	[ ]
6.	The number and dimensions of off-street parking shall be sufficient to meet the minimum required by the ordinances of the city. However, where warranted by overlapping or shared parking arrangements, the planning commission or city commission may reduce the required number of parking spaces.	[ ]	[ ]	[ ]
7.	All streets and parking areas within the planned unit development shall meet the minimum construction and other requirements of city ordinances, unless modified by city planning commission.	[ ]	[ ]	[ ]
8.	Landscaping shall be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property.	[ ]	[ ]	[ ]
9.	Effort shall be used to preserve significant natural, historical, and architectural features and the integrity of the land, including MDEQ regulated and non MDEQ regulated wetlands or floodplains.	[ ]	[ ]	[ ]
10.	Thoroughfare, drainage, and utility design shall meet or exceed the standards otherwise applicable in connection with each of the respective types of uses served.	[ ]	[ ]	[ ]
11.	There shall be underground installation of utilities, including electricity and telephone.	[ ]	[ ]	[ ]
12.	The pedestrian circulation system, and its related walkways and safety paths, shall be separated from vehicular thoroughfares and ways.	[ ]	[ ]	[ ]
13.	Signage, lighting, landscaping, building materials for the exterior of all structure, and other features of the project, shall be designed and completed with the objective of achieving an integrated and controlled development, consistent with the character of the community, surrounding development or developments, and natural features of the area.	[ ]	[ ]	[ ]
14.	Where nonresidential uses adjoin off-site residentially zoned property, noise reduction and visual screening mechanisms such as earthen and/or landscape berms and/or decorative walls, shall be employed in accordance with section 78-206.	[ ]	[ ]	[ ]
15.	The proposed density of the planned unit development shall be no greater than that which would be required for each of the component uses (measured by stated acreage allocated to each use) of the development by the district regulations of the underlying zoning district.	[ ]	[ ]	[ ]

XI. Requirements for Preliminary PUD Site Plan Review (from Sec. 78-314)

Applicant is requesting that the Planning Commission review the preliminary and final PUD plans concurrently, rather than as two separately phased applications.	YES [ ]	NO [ ]	N/A [ ]

	Please include the following applicable information on the site plan.	YES	NO	N/A
1.	The applicant's name	[ ]	[ ]	[ ]
2.	Name of the development	[ ]	[ ]	[ ]
3.	The preparer's name and professional seal of architect, engineer, surveyor or landscape architect indicating license in the state	[ ]	[ ]	[ ]
4.	Date of preparation and any revisions	[ ]	[ ]	[ ]
5.	North arrow	[ ]	[ ]	[ ]
6.	Property lines and dimensions	[ ]	[ ]	[ ]
7.	Complete and current legal description and size of property in acres	[ ]	[ ]	[ ]
8.	Small location sketch of the subject site and area within ½ mile; and scale of no less than one inch equals 1,000 feet	[ ]	[ ]	[ ]
9.	Zoning and current land use of applicant's property and all abutting properties and of properties across any public or private street from the PUD site	[ ]	[ ]	[ ]
10.	Lot lines and all structures on the property and within 100 feet of the PUD property lines	[ ]	[ ]	[ ]
11.	Location of any access points on both sides of the street within 100 feet of the PUD site along streets where access to the PUD is proposed	[ ]	[ ]	[ ]
12.	Existing locations of significant natural, historical, and architectural features, existing drainage patterns, surface water bodies, floodplain areas, MDEQ designated or regulated wetlands with supporting documentation and a tree survey indicating the location and diameter (in inches, measured four feet above grade) trees greater than 12 inches in diameter	[ ]	[ ]	[ ]
13.	Existing and proposed topography at five-foot contour intervals, or two-foot contour intervals (two-foot intervals required for final site plan), and a general description of grades within 100 feet of the site	[ ]	[ ]	[ ]
14.	Dimensions of existing and proposed right-of-way lines, names of abutting public streets, proposed access driveways and parking areas, and existing and proposed pedestrian and/or bicycle paths	[ ]	[ ]	[ ]
15.	Existing buildings, utility services (with sizes), and any public or private easements, noting those which will remain and which are to be removed	[ ]	[ ]	[ ]
16.	Layout and typical dimensions of proposed lots, footprints and dimensions of proposed buildings and structures; uses with the acreage allotted to each use. For residential developments: the number, type and density of proposed housing units	[ ]	[ ]	[ ]
17.	General location and type of landscaping proposed (evergreen, deciduous, berm, etc.) noting existing trees and landscaping to be retained	[ ]	[ ]	[ ]
18.	Size, type and location of proposed identification signs	[ ]	[ ]	[ ]
19.	If a multiphase planned unit development is proposed, identification of the areas included in each phase. For residential uses identify the number, type, and density of proposed housing units within each phase	[ ]	[ ]	[ ]

Please include the following applicable information on the site plan.		YES	NO	N/A
20.	Any additional graphics or written materials requested by the planning commission or city commission to assist the city in determining the appropriateness of the PUD such as, but not limited to: aerial photography; market studies; impact on public primary and secondary schools and utilities; traffic impacts using trip generation rates recognized by the Institute of Transportation Engineers for an average day and peak hour of the affected roadways; impact on significant natural, historical, and architectural features and drainage; impact on the general area and adjacent property; description of how property could be developed under the regulations of the underlying district; preliminary architectural sketches; and estimated construction cost	[ ]	[ ]	[ ]
21.	An explanation of why the submitted planned unit development plan is superior to a plan which could have been prepared under strict adherence to related sections of this chapter.	[ ]	[ ]	[ ]
22.	A narrative report shall accompany the site plan providing a description of the project, discussing the market concept of the project, and explaining the way the criteria set forth in the preceding design standards has been met.	[ ]	[ ]	[ ]

XII. Requirements of the Final PUD Review Application

Please include the following applicable information on the site plan.		YES	NO	N/A
1.	Correct scale	[ ]	[ ]	[ ]
2.	Name of person preparing plan – Where property line surveys, topography, sewer, water or storm drains are shown, the name of the registered engineer or land surveyor preparing such elements of the plan shall be indicated on the plan	[ ]	[ ]	[ ]
3.	Date, north point	[ ]	[ ]	[ ]
4.	Property line dimension	[ ]	[ ]	[ ]
5.	Street right-of-way widths	[ ]	[ ]	[ ]
6.	Existing utilities (sewer, water, gas, etc.) and easements	[ ]	[ ]	[ ]
7.	Show adjacent property and buildings	[ ]	[ ]	[ ]
8.	Existing topography, trees and other features	[ ]	[ ]	[ ]
9.	Off-site ground, parking lot, roadway, driveway and/or structure elevations for minimum distance of 50 feet	[ ]	[ ]	[ ]
10.	On-site grid of maximum 100 feet intervals each way (closer where rolling terrain warrants) and minimum 2.0 feet contours	[ ]	[ ]	[ ]
11.	Location of new structures including side and front yard setbacks and building length and width (show a general floor plan)	[ ]	[ ]	[ ]
12.	Number of dwelling units per building	[ ]	[ ]	[ ]
13.	Height of structure	[ ]	[ ]	[ ]
14.	Percent one room apartments (efficiencies)	[ ]	[ ]	[ ]
15.	Total number of rooms if multiple-family	[ ]	[ ]	[ ]
16.	Parking requirements met (See Section 78-720)	[ ]	[ ]	[ ]
17.	Number of units and bedrooms each building	[ ]	[ ]	[ ]
18.	Parking lot layout (showing paved area) including ingress and egress and service area	[ ]	[ ]	[ ]
19.	Parking lot space dimensions	[ ]	[ ]	[ ]
20.	Loading and unloading space	[ ]	[ ]	[ ]

Please include the following applicable information on the site plan.		YES	NO	N/A
21.	Site grading and drainage plan (on-site elevations for pavements, drives, parking lots, curbs, sidewalks and finish grade at bldg.)	[ ]	[ ]	[ ]
22.	Utility connections (sanitary sewer, water, storm sewers)	[ ]	[ ]	[ ]
23.	On-site storm water retention	[ ]	[ ]	[ ]
24.	Fire hydrants within 300 feet (on- and off-site)	[ ]	[ ]	[ ]
25.	Sidewalks and elevations	[ ]	[ ]	[ ]
26.	Sedimentation and erosion control plan	[ ]	[ ]	[ ]
27.	Landscape plan showing plant materials to be used	[ ]	[ ]	[ ]
28.	Sign requirements met – proposed signage with height, dimensions, location, setbacks, etc.	[ ]	[ ]	[ ]
29.	Require walls and fences or greenbelts	[ ]	[ ]	[ ]
30.	Corner clearance	[ ]	[ ]	[ ]
31.	Service drive needed	[ ]	[ ]	[ ]
32.	Acceleration lanes and traffic pattern	[ ]	[ ]	[ ]
33.	Trash receptacle locations including screening type and height	[ ]	[ ]	[ ]
34.	Mailbox locations	[ ]	[ ]	[ ]
35.	Air conditioner unit locations	[ ]	[ ]	[ ]
36.	Special site features (play areas, pools, etc.)	[ ]	[ ]	[ ]
37.	Handicapped facilities	[ ]	[ ]	[ ]
38.	Building elevation drawings	[ ]	[ ]	[ ]

Please include the following additional information for final PUD review		YES	NO	N/A
1.	A separately delineated specification of all deviations from this chapter which would otherwise be applicable to the uses and development proposed in the absence of this article	[ ]	[ ]	[ ]
2.	A specific schedule of the intended development and construction details, including phasing or timing	[ ]	[ ]	[ ]
3.	A specific schedule of the general improvements to constitute a part of the development, including, without limitation, lighting, signage, the mechanisms designed to reduce noise, utilities, and visual screening features	[ ]	[ ]	[ ]
4.	A specification of the exterior building materials with respect to the structures proposed in the project	[ ]	[ ]	[ ]
5.	Signatures of all parties having an interest in the property	[ ]	[ ]	[ ]

1. All regulations within the city zoning ordinance applicable to setback, parking and loading, general provisions, and other requirements shall be met in relation to each respective land use in the development based upon zoning districts in which the use is listed as a principal permitted use. In all cases, the strictest provisions shall apply.

Yes, the proposed site plan does comply with city zoning ordinances in regard to the original zoning district.

2. Notwithstanding (1) above, deviations with respect to such regulation may be granted as part of the overall approval of the planned unit development, provided there are features or elements demonstrated by the applicant and deemed adequate by the city commission upon the recommendation of the planning commission designed into the project plan for the purpose of achieving the objectives of this section.

Pending city approval, proposed deviations shall be evaluated at the agenda meeting.

3. The uses proposed will have a beneficial effect, in terms of public health, safety, welfare, or convenience, on present and future potential surrounding land uses.

We believe a deviation from the current MU zoning for the property will demonstrate a beneficial effect for the public, in providing an accessible, community-minded 'third space' in addition to providing a more diverse leisure opportunity for the community.

4. The uses proposed will not adversely affect the public utility and circulation system, surrounding properties, or the environment.

The proposed use will not adversely affect utility uses, as we will be upgrading and modernizing existing utility infrastructure, and any effect on the circulation system and neighboring properties will be mitigated by both substantial on-site parking, as well as being located on the northern end of the Old Village district.

5. The public benefit shall be one which could not be achieved under the regulations of the underlying district alone, or that of any other zoning district.

The proposed use of the property would be impossible under the current zoning, as our goal is to provide a diverse and affordable leisure opportunity to the community, of which the purveyance of alcohol will be a notable aspect, although not the sole focus.

6. The number and dimensions of off-street parking shall be sufficient to meet the minimum required by the ordinances of the city. However, where warranted by overlapping or shared parking arrangements, the planning commission or city commission may reduce the required number of parking spaces.

Proposed plan includes 15 parking spots plus an additional 6 spaces on a neighboring property that will be available during peak hours and stipulated through an easement agreement.

7. All streets and parking areas within the planned unit development shall meet the minimum construction and other requirements of city ordinances, unless modified by city planning commission.

Proposed parking lots and additional spaces through easement agreements with neighboring properties will follow city ordinances.

8. Landscaping shall be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property.

Proposed plans incorporate vegetative screens between the property and adjoining properties, as well as adjacent streets.

9. Effort shall be used to preserve significant natural, historical, and architectural features and the integrity of the land, including MDEQ regulated and non MDEQ regulated wetlands or floodplains.

The current state of the property was one in which significant historical architectural details were obstructed by prior renovations; the proposed project will return the state of the buildings to one that is reminiscent of and highlights the historically distinct nature of the Pere Marquette train depot.

Additionally, the project will incorporate many 'green space' and vegetative elements to what is currently an entirely paved site.

10. Thoroughfare, drainage, and utility design shall meet or exceed the standards otherwise applicable in connection with each of the respective types of uses served.

The proposed modifications to drainage and utility systems will exceed the current state, as it will modernize the existing infrastructure.

11. There shall be underground installation of utilities, including electricity and telephone.

The proposed plan will incorporate underground utilities as part of the aforementioned modernizing of the site's utility infrastructure.

12. The pedestrian circulation system, and its related walkways and safety paths, shall be separated from vehicular thoroughfares and ways.

Currently, the pedestrian circulation system consists of sidewalks along the length of both Starkweather and Mill streets adjacent to the property, and will be properly separated from vehicular thoroughfares by both distance and physical vegetative barriers.

13. Signage, lighting, landscaping, building materials for the exterior of all structures, and other features of the project, shall be designed and completed with the objective of achieving an integrated and controlled development, consistent with the character of the community, surrounding development or developments, and natural features of the area.

The proposed signage will be of minimal impact and in line with the historic use of the building in the form of a small sign and artistic elements on the face of the building. Lighting will be in the form of restoring the current historical bulb fixtures and light poles that currently exist on the property, of a warm, soft nature consistent with that of the downtown area. Landscaping will incorporate native plant gardens and open green elements consistent with neighborhoods and existing downtown areas. Building materials will be selected on the basis of conformity to the historic state of the building, with modern aesthetic and structural sensibilities to ensure the longevity of the site.

14. Where nonresidential uses adjoin off-site residentially zoned property, noise reduction and visual screening mechanisms such as earthen and/or landscape berms and/or decorative walls, shall be employed in accordance with section 78-206.

Visual screening will be incorporated into the edges of the site in order to screen the property from existing residential properties, as well as for the dual purpose of reducing noise.

15. The proposed density of the planned unit development shall be no greater than that which would be required for each of the component uses (measured by stated acreage allocated to each use) of the development by the district regulations of the underlying zoning district.

The proposed density of the PUD will not be greater than the regulations dictate.

Requirements for Preliminary PUD Site Plan Review (from Sec. 78-314)

Please include the following applicable information on the site plan.

1. The applicant's name - Yes

2. Name of the development - Yes

3. The preparer's name and professional seal of architect, engineer, surveyor or landscape architect indicating license in the state - Yes

4. Date of preparation and any revisions - Yes

5. North arrow - Yes

6. Property lines and dimensions - Yes

7. Complete and current legal description and size of property in acres - Yes

8. 8. Small location sketch of the subject site and area within ½ mile; and scale of no less than one inch equals 1,000 feet - Yes

9. Zoning and current land use of applicant's property and all abutting properties and of properties across any public or private street from the PUD site - Yes

10. Lot lines and all structures on the property and within 100 feet of the PUD property lines - Yes

11. Location of any access points on both sides of the street within 100 feet of the PUD site along streets where access to the PUD is proposed - Yes

12. Existing locations of significant natural, historical, and architectural features, existing drainage patterns, surface water bodies, floodplain areas, MDEQ designated or regulated wetlands with supporting documentation and a tree survey indicating the location and diameter (in inches, measured four feet above grade) trees greater than 12 inches in diameter - Yes

13. Existing and proposed topography at five-foot contour intervals, or two-foot contour intervals (two-foot intervals required for final site plan), and a general description of grades within 100 feet of the site - Yes

14. Dimensions of existing and proposed right-of-way lines, names of abutting public streets, proposed access driveways and parking areas, and existing and proposed pedestrian and/or bicycle paths - Yes

15. Existing buildings, utility services (with sizes), and any public or private easements, noting those which will remain and which are to be removed - Yes

16. Layout and typical dimensions of proposed lots, footprints and dimensions of proposed buildings and structures; uses with the acreage allotted to each use. For residential developments: the number, type and density of proposed housing units - Yes

17. General location and type of landscaping proposed (evergreen, deciduous, berm, etc.) noting existing trees and landscaping to be retained - Yes

18. Size, type and location of proposed identification signs - Yes

19. If a multiphase planned unit development is proposed, identification of the areas included in each phase. For residential uses identify the number, type, and density of proposed housing units within each phase - NA

    Please include the following applicable information on the site plan.

20. Any additional graphics or written materials requested by the planning commission or city commission to assist the city in determining the appropriateness of the PUD such as, but not limited to: aerial photography; market studies; impact on public primary and secondary schools and utilities; traffic impacts using trip generation rates recognized by the Institute of Transportation Engineers for an average day and peak hour of the affected roadways; impact on significant natural, historical, and architectural features and drainage; impact on the general area and adjacent property; description of how property could be developed under the regulations of the underlying district; preliminary architectural sketches; and estimated construction cost - **Yes, see attached document showing historical photos of the train depot that will be used as our basis of exterior architectural design and remodel.**

21. An explanation of why the submitted planned unit development plan is superior to a plan which could have been prepared under strict adherence to related sections of this chapter. - **Under the current zoning, a liquor license would not be applicable to the property; we believe our project to be a clear benefit to the community and its desire for more local food & beverage options, especially one driven by a community-oriented focus.**

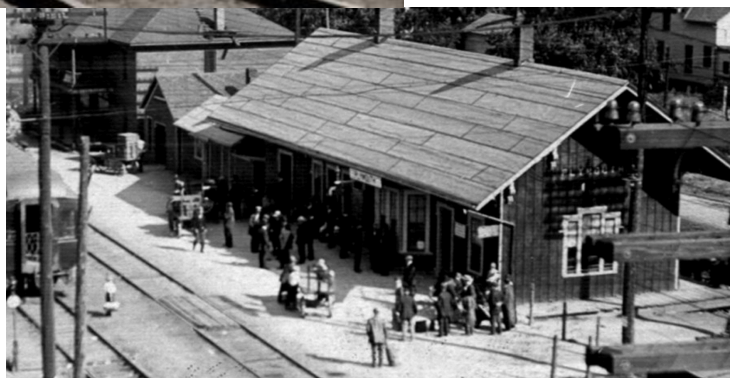
22. A narrative report shall accompany the site plan providing a description of the project, discussing the market concept of the project, and explaining the way the criteria set forth in the preceding design standards has been met. - See attached document.

Historic Photos / Architectural Design Inspiration









VILLAGER

Operational Outline

Concept Overview

Villager is a unique restaurant and bar that combines classic Americana cuisine with a Middle Eastern twist. The ambiance blends rustic American frontier charm with the nostalgic vibes of a classic mid-century diner, all housed within a repurposed 1871 train station. The venue emphasizes inclusivity, offering outdoor seating areas, and family-oriented features like non-alcoholic drink options and activities for all ages.

Key Features

- Outdoor seating areas with family yard game areas
- A mix of casual activities for entertainment and relaxation
- Seasonal menu rotations to keep offerings fresh and locally sourced when possible
- Strong emphasis on inclusivity, with offerings for non-drinkers and children

Menu

- **Cuisine**:
    - **Main Offerings**:
        - ➢ Smash burgers
        - ➢ Grilled meat skewers (chicken, lamb, beef, and vegetarian options)
        - ➢ Hot dogs (classic and gourmet variations)
        - ➢ Pizzas (traditional and with Middle Eastern-inspired toppings)
    - **Sides**:
        - ➢ Loaded fries
        - ➢ Hummus and pita
        - ➢ Seasonal salads
        - ➢ Roasted vegetables with Middle Eastern spices
    - **Desserts**:
        - ➢ Baklava-inspired sundaes
        - ➢ Ice cream sandwiches

- **Beverages**:
    - Local craft beers
    - Classic cocktails (e.g., Old Fashioned, Margarita, Negroni)
    - Non-alcoholic offerings: artisanal sodas, mocktails, lemonades, and fresh fruit smoothies

Ambiance & Decor

- **Interior**:
    - Rustic wooden furniture with vintage accents (e.g., retro lighting fixtures, historic photographs, George H.W. Bush commemorative plaque)
    - Original wood walls, reclaimed brick flooring, and repurposed train station details like vintage signage and brass accents.
    - A warm, dimly-lit seating area evoking a rustic frontier train station
- **Exterior**:
    - Park area between railroad and parking lot:
        - ➢ Including, but not limited to: farmer's markets, rentals, gatherings - approximately 1-2 times a month
        - ➢ Hours for park: Sunrise to Sunset
        - ➢ Area will be monitored by staff
    - Lower terrace:
        - ➢ Low-intensity outdoor games (e.g., cornhole, miniature golf putt)
        - ➢ General standing room
    - Raised patio area with firepits and comfortable seating
    - An open, external bar covered by an extended awning for an indoor/outdoor experience
    - Ample greenery and rustic fencing to enhance the outdoor aesthetic
    - We do not intend to host any live music events

Noise Concerns

- Perimeters of property will be screened in various ways to reduce noise spillage (landscaping, trees, caboose, etc.)
- Average decibel level of a restaurant interior can range from 58-85 dBA. For context, the average conversation is approximately 60 dBA
- Average decibel level of a train from 100ft away: 90-100 dBA. Horn can exceed levels of 100 dBA.
- Average decibel level of live music: 110 dBA
- To further contextualize this, an increase of 3 dBA roughly doubles the level of intensity of sound.

Target Audience

- Families with children looking for a casual dining experience
- Small gatherings and couples seeking a relaxed evening out
- Food enthusiasts interested in fusion cuisine
- Residents of surrounding area

Operations

- **Hours of Operation**:
    - Interior:
        - ➢ Monday–Thursday: 12:00 PM–12:00 AM
        - ➢ Friday–Saturday: 10:00 AM–1:00 AM
        - ➢ Sunday: 10:00 AM–10:00 PM
    - Outdoor seating will close 2 hours prior to interior Monday-Saturday, 1 hour prior on Sunday
- **Staffing**:
    - Kitchen staff specializing in both classic and Middle Eastern cuisine
    - Friendly bartenders knowledgeable about beer, cocktails, and mocktails
    - Hosts and servers trained to create a welcoming, inclusive environment
- **Service Style**:
    - Combination of table service and bar service for a flexible dining experience

Financial Overview

- **Revenue Streams**:
    - Food and beverage sales to comply with 70%-30% split desired by the city
    - Outdoor events:
        - ➢ No plans for live music
        - ➢ Park area between railroad and parking lot:
            - Including, but not limited to: farmer's markets, rentals, gatherings
            - Hours for park: Sunrise to Sunset
            - Area will be monitored by staff
    - Branded merchandise (e.g., Villager t-shirts, hats, koozies, dog apparel)

Long-term Goals

- Establish Villager as a community staple and a go-to destination for unique dining experiences
- Contributing meaningfully to the diversity of Old Village’s selection of dining establishments
- Enhancing the historic aesthetic charm of the Old Village district
- Elevating the quantity and quality of the Old Village area’s green spaces and environmental beauty

railroad tracks

STARKWEATHER ST.

N MILL ST.

CANOPY TREES
(2) AUTUMN GOLD GINKGO
ORNAMENTAL GRASSES
(57) HAMELN FOUNTAIN GRASS

PROPOSED FENCE
PROPOSED LIGHT POLES
CANOPY TREES
(6) AUTUMN BLAZE MAPLE
ORNAMENTAL GRASSES
(106) HAMELN FOUNTAIN GRASS

THE BAR
EX.BUILDING
F.F.=741.29

UPPER
COVERED TERRACE

THE KITCHEN
EX. BUILDING
F.F.F.=741.65

AC
AC
12'-0"
WHEELED DUMPSTER
WHEELED DUMPSTER
STORAGE & UTILITY

OPEN LAWN/ RECREATION SPACE
102'-2"

CABOOSE

LAWN SPACE
66'-5"

UPPER OVERLOOK TERRACE
62'-3"

PARKING LOT (9 SPACES)

VERTICAL ARM GATE
COMMUNITY CONNECTOR PATH / SERVICE ALLEY
10' x 50' LOADING ZONE
VERTICAL ARM GATE

UTILITY POLE (TYP.)

CANOPY TREES
(2) AUTUMN GOLD GINKGO
ORNAMENTAL GRASSES
(17) SHENANDOAH SWITCH GRASS
ORNAMENTAL GRASSES
(14) JAPANESE FOREST GRASS

CANOPY TREES
(1) AUTUMN BLAZE MAPLE
ORNAMENTAL GRASSES
(26) SHENANDOAH SWITCH GRASS

EXISTING TREES TO REMAIN

EX. CITY SIDEWALK

PARKING LOT (6 SPACES)

PROPERTY LINE TYP.
CANOPY TREES
(5) LONDON PLANE TREE
ORNAMENTAL GRASSES
(44) SHENANDOAH SWITCH GRASS
EVERGREEN SCREEN TRESS
(14) GREEN GIANT ARBORVITAE
CANOPY TREE
(1) AUTUMN BLAZE MAPLE

CANOPY TREE
(1) AUTUMN BLAZE MAPLE
ORNAMENTAL GRASSES
(35) HAMELN FOUNTAIN GRASS

EX. CITY SIDEWALK

PARKING LOT (12 SPACES)

EXISTING BUILDING

EXISTING BUILDING

EXISTING BUILDING

LANDSCAPE
ARCHITECTURE

MICHAEL J. DUL
& ASSOCIATES, INC

212 DAINES STREET
BIRMINGHAM
MICHIGAN 48009

P 248 644 3410
www.mjdul.com

Villager
900 Starkweather Street
Plymouth, MI 48170

PROJECT

Preliminary Plan

Landscape Development
Landscape Plan

SHEET TITLE

1"=10'

NORTH

SCALE

PROJECT NUMBER:	24117
DRAWN:	M. Bayer
CHECKED:	T. Shoemaker
DATE:	November 20, 2024
REVISIONS:	December 19, 2024 January 14, 2025 January 21, 2025

L1









LANDSCAPE
ARCHITECTURE

MICHAEL J. DUL
& ASSOCIATES, INC

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BIRMINGHAM
MICHIGAN 48009

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www.mjdul.com

Villager
900 Starkweather Street
Plymouth, MI 48170

PROJECT

Preliminary Plan

Landscape Development

Conceptual Images
A-D

SHEET TITLE

SCALE

PROJECT NUMBER:	24152
DRAWN:	M. Bayer
CHECKED:	T. Shoemaker
DATE:	January 21, 2025
REVISIONS:	

L2









LANDSCAPE
ARCHITECTURE

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& ASSOCIATES, INC

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Villager
900 Starkweather Street
Plymouth, MI 48170

PROJECT

Preliminary Plan

Landscape Development

Conceptual Images
E-H

SHEET TITLE

SCALE

PROJECT NUMBER:	24152
DRAWN:	M. Bayer
CHECKED:	T. Shoemaker
DATE:	January 21, 2025
REVISIONS:	

L3

Carlisle | Wortman
ASSOCIATES, INC.
117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Date: December 5, 2024
Rev.: February 9, 2025

Planned Unit Development
For
City of Plymouth, Michigan

GENERAL INFORMATION

Applicant:	Califur, LLC 23500 Ford Road, Suite 4 Dearborn Heights, MI 48127 Contact: Justin Booth
Project Name:	The Villager PUD
Plan Date:	November 20, 2024
Latest Revision:	February 7, 2025
Location:	900 Starkweather Street, Plymouth, MI (East side of Starkweather, just south of the railroad tracks, across from 885 Starkweather)
Zoning:	MU, Mixed Use
Action Requested:	Preliminary PUD Approval

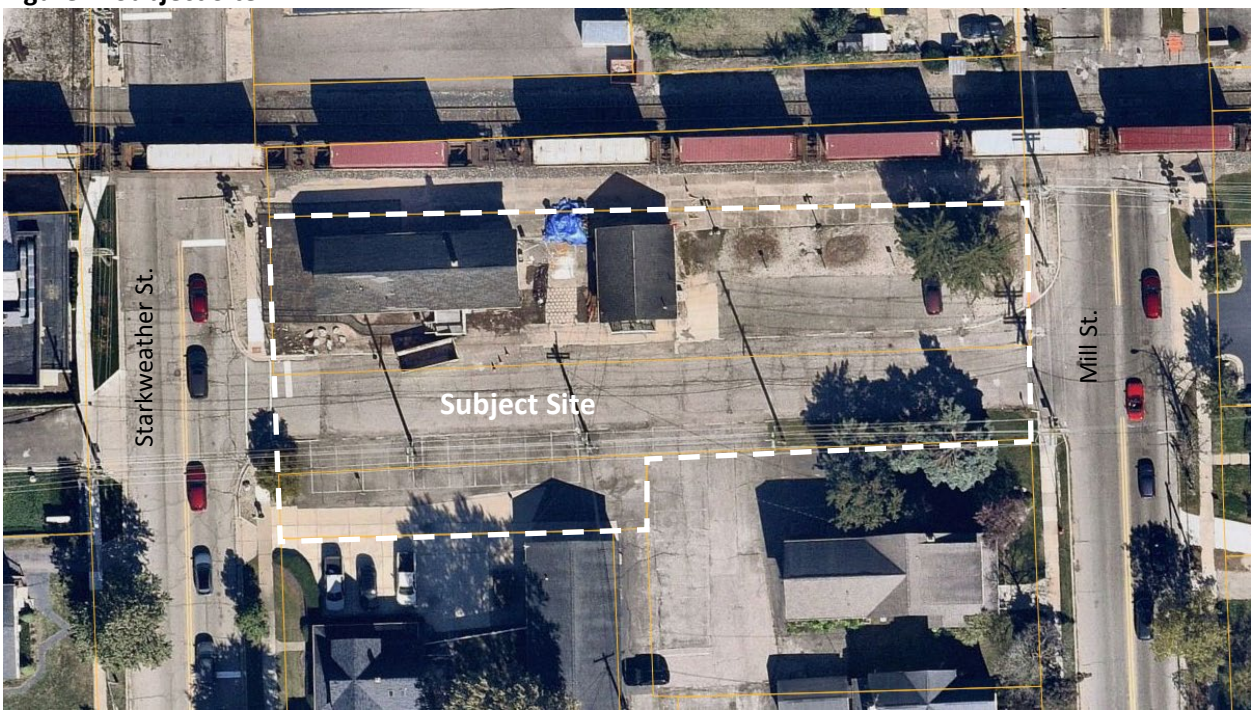
PROJECT DESCRIPTION

The applicant has submitted a Planned Unit Development (PUD) application for reuse of the historic train depot, and accessory building, located at 900 Starkweather in Plymouth's Old Village. The proposal includes restoring the depot building to replicate its original aesthetic and converting it into a restaurant with indoor and outdoor dining and entertainment spaces. The applicant's narrative outlines proposed updates to existing utilities, including placing overhead electrical service underground between the project buildings and pole, improvements to stormwater systems, and the installation of new water and sanitary lines to the buildings. The project also incorporates the development of a communal park and green space, with ADA-compliant paths connecting Starkweather to Mill Street, in addition to fencing along the train tracks. On-site and off-site shared parking with an adjacent site to the south (873 Mill Street) is proposed.

An aerial and street view of the proposed project site are shown on the next page.

Figure 1: Subject Site

885 Starkweather Restaurant



Source: Near Map (Capture October 5, 2024)

Figure 2: Subject Site Streetview



Source: Google Maps (Capture July, 2019)

PUD PROCESS AND PLAN REQUIREMENTS

According to Section 78-314 of the Zoning Ordinance and the prescribed PUD procedures for review, the applicant attended a pre-application conference with City staff in September 2024, and a second pre-

application meeting in January 2025. A formal application has been submitted and includes the transmittal of Preliminary PUD plans/site plans.

A preliminary site plan submission that accompanies a PUD request must include the following. The applicant has responded, and our comments on their response follows each:

1. **A written explanation of how the project meets the PUD eligibility criteria (Sec. 78-311(c)).**

   CWA Comments: Unfortunately, the response refers to Sec. 78-313, General Design Standards, and not Sec. 78-311(c), General Authority, Criteria. This review lists the criteria that the applicant is required to respond to, under the heading "PUD Eligibility," below. Responses to the criteria need to be submitted, explaining how the project meets each.

2. Zoning of applicant's property and all abutting properties and of properties across any public or private street from the PUD site added to the plans.

   CWA Comments: Provided.

3. An explanation of why the submitted planned unit development plan is superior to a plan which could have been prepared under strict adherence to related sections of this chapter (i.e., Zoning Ordinance).

   CWA Comments: The applicant provided a description of why the project is superior to a project that abided by all the zoning requirements. They explain that the project is a benefit to the community because it will provide more local food and beverage options, an option that is driven by a community-oriented focus.

***Items to be Addressed**: 1) Provide written response to each PUD criteria from Sec. 78-311(c) in the zoning ordinance.*

PUD ELIGIBILITY

Section 78-311(c) of the City of Plymouth Zoning Ordinance establishes PUD criteria which determine the overall eligibility for a Planned Unit Development. These criteria are provided below.

(1) Granting of the planned unit development will result in one (1) of the following:

a. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations;

CWA Comment: This proposal has several components:

- Reuse of the historic train depot as a restaurant serving food and alcohol.
- Outdoor dining/beer garden/entertainment space specifically associated with the restaurant (within the fenced-in area).
- Communal "park" or "green space."
- Pedestrian sidewalks through the site between Starkweather and Mill.

Reuse of Train Depot

The submitted PUD application states that the exterior of the depot building will be returned to its original aesthetic. The accessory building's exterior will be constructed of re-claimed brick to emulate a historic aesthetic.

The depot building will be reused as a restaurant with indoor dining/serving areas and the accessory building used as the kitchen. Restaurants (except drive-throughs) are allowed in this district as a Special Land Use. This district does not specifically permit restaurants serving alcohol. Therefore, restaurants serving alcohol would constitute a deviation from the Zoning Ordinance for this proposal. (Note that even if this proposal received approval from the City Commission, it does not guarantee that the project will receive a liquor license. Obtaining a liquor license is a separate procedure. We understand that there are no liquor licenses currently available in the City.) A liquor license may be required to create a viable business.

As requested, the applicant has provided the following information regarding renovation/reuse of the existing buildings and the indoor restaurant use:

1. Historic photographs of the original depot and accessory building have been provided.
    - The original depot building had vertical wood siding (most likely painted). The new depot restaurant will also have vertical siding, but appears to be rough-hewn and unpainted, which gives it a contemporary look. The gable ends of the renovated building display decorative corbels, as in the original depot architecture.
    - Front (west) Façade: What appears to be a faux window near the peak of the front façade is the same configuration as the window in the original façade. However, the window in the original is located at eye level on the facade. We consider the effort to emulate this original window creative, but don't think it works at the high elevation on the façade; it would be preferable and support the pedestrian street environment if the window were at eye level so that passersby could see into the restaurant and the activity happening there. Having the signage higher on this façade is also more logical. Since the name of the restaurant is also on the caboose facing Starkweather, has the applicant considered painting "Plymouth" on the building's front façade (vs. repeating the name of the business), as in the historic photographs?
    - Patio (south) Facade: The historic photographs do not show this façade of the building. On the new design, the renderings show "window-like" features, but it's unclear if they are windows or some other architectural feature. Elevations and floor plans are required at Final PUD review, but the applicant should explain the treatment on this façade.
    - Railroad Tracks (north) Façade: The historic building had three tall windows, and a bay window feature. We assume the bay was the ticket window. The new design will not have a bay, and the windows are not tall, as in the original. Has the applicant considered emulating the configuration of the original windows here, as was done on the front (west) façade?
2. Our previous review requested architectural plans showing the proposed exterior building renovations to confirm new building materials and design are consistent with original building design. Architectural plans have not been provided. The ordinance allows the Planning Commission to request additional information if it is necessary to evaluate the PUD. If the Planning Commission grants Preliminary PUD approval, we recommend it be conditioned upon the applicant supplying elevations and floor plans of the proposed building renovations.
3. We asked the applicant to describe the type of restaurant they are proposing. They provided an "Operational Outline," which details the business plan. The restaurant will offer casual fare, both in the repurposed depot, and in various locations outside (covered and uncovered

seating areas). Bar service will also be provided. The place will be family-oriented with lawn games available. They specifically state that they will not be hosting live music events.

4. The business sales will be 70% food and 30% beverage.
5. The maximum occupancy load/number of diners inside and outside was not provided.
6. The proposed hours of operation are as follows:
   - Monday-Thursday: 12pm – 12am (outdoor seating closes at 10pm)
   - Friday-Saturday: 10am – 1am (outdoor seating closes at 12am)
   - Sunday: 10am – 10pm (outdoor seating closes at 9pm)

Outdoor Dining/Lawn Space

The proposal also shows extensive outdoor areas, compared to the 900 s.f. depot building. The outside areas include the following (note that some of this space is used as a "hallway" so that patrons can walk from seating to lawn to bar):

1. Upper covered terrace, with bar seating. (Approx. 1,400 s.f.)
2. Upper overlook terrace (uncovered), with dining tables & umbrellas. (Approx. 2,300 s.f.)
3. Lawn space (extension of bar area), with stair seating and lawn games. (Approx. 1,400 s.f.)

The Mixed-Use District does not specifically allow outdoor dining, except for relatively small areas (compared to the facilities offered indoors) as an accessory use to the indoor restaurant. This district also doesn't permit alcohol-based land uses (bars, taverns) as a principal use either indoors or outdoors"; however, it appears that this is a restaurant with accessory alcohol sales. The large scale of the proposed outdoor dining would be considered a "deviation" from the Zoning Ordinance.

In our previous review, we asked the applicant to provide the number of patrons that can be accommodated in each outdoor space, and what plans they have for managing these outdoor spaces so that neighboring residential uses are not disturbed. The Operational Outline states that the perimeters of the property will be screened in various ways to reduce noise spillage. The Landscape[e Plan shows trees on the south boundary of the lawn area, a caboose to the west of the lawn area, and an evergreen screening on the south side of the community connector sidewalk (between the overlook terrace and the house to the south. While we still would like to know how many people can be accommodated in these outdoor spaces, the proposed screening and closing of the outdoor areas 1-2 hours earlier than the indoor area will assist with late-night noise.

Communal Park/Green Space

The project includes creation of a communal park and green space through the conversion of an underutilized area of the site (east of the buildings). The Operational Outline states that this area will be used for seasonal community-driven events, such as farmers markets, rentals, gatherings 1-2 times per month. The hours will be sunrise to sunset and will be monitored by staff. This area is relatively small (approximately 2,700 s.f.) in area. It also has a seat wall where people can rest. While not specifically described in the narrative, we believe this green space will be "private," maintained by the property owner, and will not be open to bar patrons, as it is not fenced as required.

Community Connector Path

A 12-foot-wide sidewalk is proposed on the south side of the site, providing a pedestrian connection between Starkweather and Mill streets. We consider this a positive aspect of the plan, but it's not one that is unfeasible without application of the PUD provisions in the ordinance. This

pathway will be privately owned, but accessible to the public. The applicant should confirm if they are planning to grant the City an easement for public use.

In summary, this first criteria states that a project requesting deviations from the ordinance provide "public benefits" that can't be accomplished without flexibility from the ordinance. The public benefits should have some relationship (i.e., balance) with the requested deviations. The public benefit of the project is reuse of the historic train depot and associated accessory building. The deviations are land use deviations. A restaurant serving alcohol, and outdoor dining of the scope proposed in relation to indoor dining are not currently allowed in the underlying Mixed-Use District. If the site were redeveloped, the depot would be lost; therefore, the applicant needs to establish a viable business plan with a use that will repurpose the buildings, as well as the surrounding property. We would consider the proposal to not be feasible under the current zoning restrictions, and that the land use deviations are balanced by reuse of the depot building.

b. Long-term protection and preservation of natural resources and natural features of a significant quantity and/or quality, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the planned unit development regulations;

CWA Comment. The proposed development will remove the two (2) existing, six (6) inch pine trees located at the northeast corner of the site to allow for the creation of the open lawn and recreation space. No other natural resources/features exist on site.

c. Long-term protection of historic structures or significant architecture worthy of historic preservation; or

CWA Comment. As mentioned above, the plans are to repurpose the depot building. The applicant should respond to the suggestions we've made to more closely emulate the historic architecture with the new architecture.

d. A nonconforming use shall, to a material extent, be rendered more conforming, or less offensive, to the zoning district in which it is situated.

CWA Comment: This site was previously a low-intensity food establishment that was allowed with conditions within the Mixed-Use zoning district. The proposal changes the site's use to uses that are not permitted within the Mixed-Use district. The new uses will not be more conforming to this District.

In summary, to meet this criterion, the project must result in one (1) of the items listed in a – d above.

(2) The proposed type and density of use shall not result in an unreasonable increase in the need for or burden upon public services, facilities, roads and utilities.

CWA Comment: Public services to this site includes police/fire, utilities, and public roadways/sidewalks that provide access to the site.

Police/Fire
As requested above, the number of people that can be accommodated by the project should be provided. For other establishments serving alcohol, the ordinance requires that the Community Development Director to request a report from the city's Director of Public Safety regarding the

possible impacts of the establishment serving alcoholic beverages for the Planning Commission's consideration. We recommend that the Planning Commission condition any Preliminary PUD approval (if granted) on this requirement.

Public Utilities

The project description notes that new water and sanitary lines are proposed to be installed, but these changes are not shown on the site plan and should be. Some conceptual stormwater management facilities are discussed in the narrative, but details are not provided in the Site Plan package. The electric lines that span between the buildings and the power pole on the south side of Division will be buried. Additional information needs to be shown on the Site Plan, in sufficient detail to enable the City's Engineer to confirm that the proposal doesn't result in an unreasonable increase in the need for public utilities.

Roadways/Traffic/Parking

The Annual Average Daily Traffic count (per SEMCOG's Traffic Volume Map) indicates that Starkweather Ave. averages approximately 2,950 vehicle trips per day, and N. Mill St. averages around 8,300 vehicle trips per day. Even though Starkweather is only two lanes, MDOT classifies this road is as a "Major Collector," indicating that this road funnels traffic from residential areas to arterial roads. N. Mill St. is classified as a "Minor Arterial" which connects smaller geographic areas within a city or region, providing access to major arterial roads while carrying moderate traffic volumes at a slightly slower speed compared to major arterials.

Regarding traffic, we researched trip generation tables for High-Turnover (Sit-Down) Restaurants and Drinking Places. However, given the scope of outdoor dining/serving areas, the potential number of patrons needs to be provided to accurately estimate the number of trips that the use could generate. This information should provide floor plans, and the maximum occupancy of the buildings and outdoor areas.

Parking requirements and the number and location of parking spaces for the proposal are described under the Site Plan section of this review.

(3) The proposed planned unit development shall be consistent with the public health, safety and welfare of the City.

CWA Comment: The project narrative and site plan include accessible pedestrian pathways. The proposed landscaping is significantly increased from the site's current state and converts areas of the site which are largely concrete or gravel into green space. The inclusion of fencing along the railroad tracks and other portions of the property promotes public safety.

(4) The proposed planned unit development shall not result in an unreasonable negative environmental impact or loss of a historic structure on the subject site or surrounding land.

CWA Comment: Given the site's current condition, we don't expect the project to have a negative environmental impact. Also, it appears that the project is working to improve the environmental features on site. Note that this building currently has a commemorative plaque signifying that President George Bush Sr. visited this building in the 1990s. The applicant should confirm that this plaque will be retained.

(5) The proposed planned unit development shall not result in an unreasonable negative economic impact upon surrounding properties.

CWA Comment: If the proposal is developed and managed to not have a negative impact on the quality of life for the neighbors, a viable economic use occupying this building will, in our opinion, benefit the economy of the surrounding area. This statement is qualified so long as the uses are deemed appropriate by the Planning Commission, and the level of activity on this site is consistent with the character of the area.

(6) The proposed planned unit development shall be under single ownership and/or control such that there is a single person, corporation, or partnership having responsibility for completing the project in conformity with this article.

CWA Comment: Per the site plan, the project is under ownership of Califur, LLC, who will be responsible for managing the project in conformity with the PUD development agreement.

(7) The proposed planned unit development shall be consistent with the goals and policies of the City Master Plan.

CWA Comment: The City's 2018 Master Plan designates the future land use of the property as "Mixed use: Low Density" This designation is described as follows:

> "*The Mixed Use: Low Density designation is specific to land uses where it is appropriate to have a low-impact commercial use adjacent to single family or multifamily residential areas. This land use allows for single and multi-family uses to continue and be established, while encouraging lower-intensity commercial and office uses that can serve the residential areas. The Mixed Use: Low Density land use designation is generally detached buildings with the character of single-family residences that are no more than two stories. Parking in this land use should be located at the rear of the property."*

The extent of the outdoor uses in this proposal do not constitute a "low impact commercial use" in our opinion. The outdoor activity will likely impact the nearby residential uses. Both parking lots are located on the street front; however, to preserve the depot and accessory building (and not tear them down and start over), the small size and configuration of the site makes it impossible to locate parking in the rear. The Planning Commission will need to determine if the proposal is within the Master Plan vision for this part of the City.

(8) The proposed use or uses shall be of such location, size, and character as to be in harmony with the zoning district in which it is situated, and shall not be detrimental to the adjoining zoning districts.

CWA Comment: Without knowing how many people can be accommodated outdoors, it's difficult to determine whether the scope of the proposed use(s) is in harmony with the surrounding land uses. As requested above, this information needs to be provided. The proposed landscaping that screens the outdoor area from the south will help to mitigate noise.

(9) A demonstration that the PUD is not proposed in an attempt by the applicant to circumvent the strict application of zoning standards.

CWA Comment: While it's not possible for us to know the applicant's intentions, the creative use of the space, while repurposing the depot and accessory building, could not be developed if all requirements of the current Zoning district were met.

In summary, repurposing a historic depot and accessory building, while not possible without a viable business, is a public benefit in our opinion. To fully meet the criteria for historic preservation, the proposed building design could be refined to more closely reflect the historic design, while still giving a nod to today. The main issue is the scope of the outdoor use, and the likely impact on residential neighbors.

***Items to be Addressed**:*

Train Depot Building:

1. *Consider shifting the front depot façade window down from the eaves to eye level to support the pedestrian street environment and let passersby see into the restaurant and the activity happening there.*
2. *Consider replacing business signage on front depot façade (since it is repeated on the caboose) with a painted "Plymouth" above the window, as shown in the historic photographs.*
3. *Clarify architectural feature on south depot façade (Windows? Window-like feature?).*
4. *Consider emulating configuration of historic windows (taller than proposed) on north depot façade, as was done on the front façade.*
5. *Since repurposing the depot building is the main public benefit of this project, Planning Commission to determine if architectural elevations and floor plans are needed at this stage of review to evaluate how this project meets the PUD criteria.*
6. *If elevations/floor plans are not considered needed at this stage, we recommend Planning Commission condition any Preliminary PUD approval (if granted) on applicant supplying elevations and floor plans of the proposed building renovations.*

Outdoor Covered Terrace, Overlook Terrace and Lawn Space:

1. *Applicant to supply anticipated number of people the outdoor areas (covered terrace, overlook terrace and lawn space) can accommodate.*

Community Connector Path:

1. *The applicant should confirm if they are planning to grant the City an easement for public use.*

Public Utilities:

1. *Additional information needs to be shown on the Site Plan, in sufficient detail to enable the City's Engineer to confirm that the proposal doesn't result in an unreasonable increase in the need for public services.*

Police/Fire & Traffic

After the applicant supplies the number of patrons that the covered terrace, overlook terrace and lawn space can accommodate at one time), we recommend:

1. *Planning Commission to ask the Community Development Director to request a report from the city's Director of Public Safety regarding the possible impacts of this proposal (due to serving alcoholic beverages) for the Planning Commission's consideration.*
2. *Use this information to evaluate the impact to traffic on the adjoining streets.*

Commemorative Plaque

1. *Retain commemorative plaque on building describing President George Bush Sr.'s visit to this building in the 1990s.*

Master Plan

1. *Planning Commission to determine if the proposal is within the Master Plan vision for this part of the City.*

SITE PLAN

SCHEDULE OF REGULATIONS

Section 78-313 states that the schedule of regulations for each respective land use must be met, unless the Planning Commission and City Commission approve deviations that advance the objectives of the Zoning Ordinance.

This proposal is located within the Mixed-Use district and details of the site are listed in the table below.

Table 2. Mixed Use Schedule of Regulations Requirements

			MU Required	Proposed (Existing Building)
Minimum Lot Size			3,500 sq ft	.56 acres (24,394 s.f.)
Minimum Lot Width			30 feet	Starkweather: 109.9 ft. N. Mill St.: 78.65 ft.
Max. Building Height			2 stories / 25 feet	Existing Depot: 1 story / 14 feet Existing Accessory Building: 1 story / 8.3 feet Proposed Patio Roof: 1 story / **?? feet** **(See Below)**
Minimum yard setbacks	**Front (Starkweather)**		15 feet	21.1 feet
	Front (N. Mill)		15 feet	120.4 feet
	Sides	**Least one**	10 least	7.7 feet (North) 43.4 feet (South)
		Total	20 total	51.1 feet
	Rear		35 feet	(None)
Maximum Lot Coverage			35%	24%

Height: The height of the proposed roof over the outdoor patio has not been provided; however, from the renderings, it appears to be shorter than the height of the Depot roof.

***Items to be Addressed**: 1) Provide height of proposed roof over the outdoor patio.*

PARKING, LOADING

Table 3. Parking Requirements

	Parking Required	Parking Provided
Sale and consumption of beverages, food, and refreshments	1 space per 75 s.f. usable floor area or 1 space per 3 persons allowed within the maximum occupancy load (835 s.f. / 75 s.f. = **12 spaces**) **(See Below)**	**14 spaces** **(See Below)**

Number of Parking Spaces

Parking requirements are generally based on the size of floor area inside a building. However, the extent of outdoor seating and serving areas for this proposal makes this parking requirement, in our opinion, unrealistic. Because this is a PUD, and because the uses are deviations from the current ordinance, the Planning Commission may attach reasonable conditions to any decision about the project. As mentioned above, the maximum occupancy of the outdoor seating/serving areas needs to be provided to determine a realistic parking requirement for this project.

The ordinance does not permit an applicant to "count" on-street parking toward their parking requirements.

Shared Access to Parking and Shared Parking:

1) The five (5) spaces south of the community connector path must be accessed from Starkweather by driving onto the neighbor's property. Similarly, for the neighbor to get into their garage, they have to drive over the applicant's property. Thirdly, this driveway connects to the parking lot serving 873 Mill St. The plans shown an easement for ingress/egress. A shared access agreement between these three parties is required to make these parking spaces usable. This should be a condition when the applicant returns with a Final PUD Plan.
2) The applicant also notes that six (6) existing parking spaces at 872 Starkweather and twelve (12) existing parking spaces at 873 N. Mill Street will be shared with the proposed use but has not provided a parking agreement to confirm this. A parking agreement needs to be provided.
3) The applicant also must demonstrate that these adjacent sites have spaces available for sharing. The plans should be revised to:
    a. List the uses in 872 Starkweather, and in 873 N. Mill St.
    b. Provide the square footage that each use occupies in each building, and
    c. Calculates the number of parking spaces required for the uses in each building.

The current number of on-site parking spaces is sufficient to serve the indoor use at the project site, but not also the outdoor uses.

Screening of Parking Lots

Section 78-203 requires a 10-foot-wide landscape strip to screen all parking lots that are visible from the public right-of-way. The plans show a 15-foot-wide landscape island along Starkweather, and a 12-foot-wide landscape island along N. Mill adjacent to the new parking lots.

Parking Lot/Space Dimensions
As requested, the dimensions of the proposed parking spaces have been added to the plans and comply with the ordinance requirements.

Loading Space
The plans depict a loading space for the site on the community connector path. This location will allow a delivery truck to stop next to the site to make their delivery and then continue forward to exit the site. The space dimensions (10' x 50') comply with the ordinance.

Items to be Addressed: *1) Provide shared access agreement and shared parking agreement between applicant, 872 Starkweather and 873 N. Mill St. 2) Demonstrate on the plans that 872 Starkweather and 873 N. Mill St. have parking spaces available to share by: a. Listing the uses in 872 Starkweather, and in 873 N. Mill St., b. Providing the square footage that each use occupies in each building, and, c. Calculating the number of parking spaces required for each use in each building; hours of operation for the various uses may also need to be provided.*

CIRCULATION

This site design offers vehicular access to the east parking lot from Mill St., and the west parking lot from Starkweather.

As mentioned above, a shared access agreement will need to be established for the driveway off of Starkweather. The proposed driveway meets the minimum width for a two-way maneuvering lane and is dimensioned on the plans.

The proposal provides access for a fire truck in the community connection path. The proposal needs to be evaluated by the Fire Chief for emergency access.

Items to be Addressed*: 1) Proposal evaluated by the Fire Chief for emergency access.*

LANDSCAPING/LIGHTING

Because this is a Preliminary Site Plan/PUD Plan review, we haven't evaluated the proposed landscaping.

A lighting plan, meeting the requirements of Sec. 78-204, *Exterior Lighting*, will also need to be submitted at Final review. We will evaluate both at the Final Site Plan/PUD Plan stage.

Items to be Addressed*: Landscaping/lighting evaluated as part of the Final Site Plan/PUD stage.*

PUD AGREEMENT / PHASING

If the proposal receives a recommendation for approval, a PUD Agreement will need to be developed prior to Final PUD approval. The agreement will specify performance guarantees and phasing.

Items to be Addressed*: Develop PUD Agreement with performance guarantees for public benefits prior to Final PUD approval.*

ARCHITECTURAL ELEVATIONS AND FLOOR PLANS

The applicant has provided architectural renderings of the proposed renovated building. However, no architectural elevations that describe various aspects and materials of the building's exterior, or floor plans have been provided and should be.

***Items to be Addressed**: 1) Provide architectural elevations and floor plans.*

RECOMMENDATIONS

The deviations proposed with this project are land-use-related; the site plan complies with the ordinance standards. The project is proposing a restaurant serving alcohol, and extensive outdoor eating and drinking space, which are not permitted uses in the Mixed-Use District. The proposed benefit (i.e., repurposing the depot which requires a viable business plan) is not likely to be accomplished while complying with the uses permitted in this district. It's likely that a compliant use would need to demolish these buildings and fully redevelop the site.

The PUD Eligibility section of this review has questions and suggestions that require a response from the applicant. The main issue is knowing how many people can use the outdoor spaces at one time. This response will allow us (and the Fire Chief and Director of Public Safety) to better assess the impacts this use is likely to have on the residential neighbors, and traffic patterns on Starkweather and N. Mill St.

The Planning Commission should discuss the proposal with the applicant and hear the responses to the questions/suggestions. If the result of this discussion is satisfactory to the Planning Commission, we would recommend scheduling a public hearing on the project at the next available date.

A. **PUD Plan Requirements:**
   1) *Provide written responses to each PUD criteria from Sec. 78-311(c) in the zoning ordinance.*

B. **PUD Eligibility.**

Train Depot Building:

1. *Consider shifting the front depot façade window down from the eaves to eye level to support the pedestrian street environment and let passersby see into the restaurant and the activity happening there.*
2. *Consider replacing business signage on front depot façade (since it is repeated on the caboose) with a painted "Plymouth" above the window, as shown in the historic photographs.*
3. *Clarify architectural feature on south depot façade (Windows? Window-like feature?).*
4. *Consider emulating configuration of historic windows (taller than proposed) on north depot façade, as was done on the front façade.*
5. *Since repurposing the depot building is the main public benefit of this project, Planning Commission to determine if architectural elevations and floor plans are needed at this stage of review to evaluate how this project meets the PUD criteria.*
6. *If elevations/floor plans are not considered needed at this stage, we recommend Planning Commission condition any Preliminary PUD approval (if granted) on applicant supplying elevations and floor plans of the proposed building renovations.*

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1. *Applicant to supply anticipated number of people the outdoor areas (covered terrace, overlook terrace and lawn space) can accommodate.*

Community Connector Path:

1. *The applicant should confirm if they are planning to grant the City an easement for public use.*

Public Utilities:

1. *Additional information needs to be shown on the Site Plan, in sufficient detail to enable the City's Engineer to confirm that the proposal doesn't result in an unreasonable increase in the need for public services.*

Police/Fire & Traffic

After the applicant supplies the number of patrons that the covered terrace, overlook terrace and lawn space can accommodate at one time), we recommend:

1. *Planning Commission to ask the Community Development Director to request a report from the city's Director of Public Safety regarding the possible impacts of this proposal (due to serving alcoholic beverages) for the Planning Commission's consideration.*
2. *Use this information to evaluate the impact to traffic on the adjoining streets.*

Commemorative Plaque

1. *Confirm that the project will retain and re-install the commemorative plaque on the depot building describing President George Bush Sr.'s visit to this building in the 1990s.*

Master Plan

1. *Planning Commission to determine if the proposal is within the Master Plan vision for this part of the City.*

C. **Schedule of Regulations.**

1) *Provide height of proposed roof over the outdoor patio.*

D. **Parking/Loading.**

1) *Provide shared access agreement and shared parking agreement between applicant, 872 Starkweather and 873 N. Mill St.*
2) *Demonstrate on the plans that 872 Starkweather and 873 N. Mill St. have parking spaces available to share by:*
   a. *Listing the uses in 872 Starkweather, and in 873 N. Mill St.,*
   b. *Providing the square footage that each use occupies in each building, and,*
   c. *Calculating the number of parking spaces required for each use in each building; hours of operation for the various uses may also need to be provided..*

E. **Circulation.**

1) *Proposal evaluated by the Fire Chief for emergency access.*

F. **Landscaping/Lighting**.

1) *Landscaping/lighting evaluated as part of the Final Site Plan/PUD stage.*

G. **PUD Agreement.**

1) *Develop PUD Agreement with performance guarantees for public benefits prior to Final PUD approval.*

H. **Architectural Elevations.**

1) *Provide architectural elevations and floor plans.*

Sally M. Elmiger

CARLISLE/WORTMAN ASSOC., INC.
Sally M. Elmiger, AICP, LEED AP
Principal

#152-2408

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City of Plymouth Planning Commission
2024 Annual Report

The City of Plymouth Planning Commission is made up of nine members. They regularly meet on the second Wednesday of the month at 7:00 pm in the Commission Chambers at City Hall located at 201 S. Main. A typical meeting consists of public comments, a review of the previous meetings' minutes, commissioner comments, public hearings, new and/or old business, and reports and correspondence from staff. Planning Commission members for the year 2024 included: Karen Sisolak (Chair), Scott Silvers (Vice-Chair), Joe Hawthorne, Shannon Adams, Tim Joy, Hollie Saraswat, Eric Stalter, Kyle Medaugh, Zach Funk, Trish Horstman, and Sidney Filippis.

The Planning Commission met fourteen times during 2024. Of the fourteen, twelve meetings were regularly scheduled meetings, one was a working session, and one was a special meeting. This meets the requirements of the Michigan Planning Enabling Act (MPEA) for the minimum number of meetings (4).

The main purpose of this report is to meet the requirements of the MPEA; however, this report increases information sharing between staff, boards, commissions, and the City Commission. This report is an opportunity to reflect on the hard work of the past year and thank our dedicated appointed and elected officials for their support of the City's planning and zoning efforts.

The Planning Commission reviewed ten site plan projects, which included three special land use reviews, one rezoning, and four planned unit development, which included an extension.

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Planning Commission 2024 Goals

The goals adopted on February 14, 2024 are below:

1. Complete the master plan review. This goal is in progress.
2. Engage in a training session. This goal was not completed.
3. Review a compatibility ordinance. This goal is in progress.

Master Plan Review

The Planning Commission and City Commission adopted the Master Plan update on August 15, 2018 and September 17, 2018, respectively.

Below are the Master Plan goals matched to the City Commission's Strategic Plan from 2017-2021.

Strategic Plan Goal Topics	Guiding Master Plan Goals for Land Use
Goal I: Quality of Life	• Encourage appropriate home sizing & massing • Create lifelong neighborhoods of diverse housing for various income levels • Maintain and enhance the tree canopy • Encourage historic preservation
Goal II: Financial Stability	• Plan for a variety of land uses that creates a dynamic environment supportive of residences, community institutions, and businesses
Goal III: Economic Vitality	• Promote a welcoming environment for commercial business & industry • Encourage environmentally sensitive/context sensitive and sustainable development
Goal IV: Service Infrastructure	• Improve street mobility, connectivity & safety • Plan for vehicular needs, including parking

Reflection:
The Master Plan review began in 2023. The Master Plan goals have been revisited as part of the 2025 update.

Master Plan Implementation Matrix

The table on the following page are the actions listed in the Implementation Matrix from the Master Plan which has the Planning Commission as one of the responsible parties. Please note these actions have been revised in the current Master Plan draft.

Action	Priority Term	City Commission Goal Area				Responsibility	Funding
		I	II	III	IV		
Regulatory and Policy Change							
Redevelopment Ready Communities							
Ensure clear definitions and requirements are included in necessary sections of the ordinance	Short	X				PC, CDD	CDD
Review the Zoning Map annually, update if and as necessary	Cont.	X				PC	CDD
Align the zoning ordinance with the Master Plan goals.	Mid.			X		PC	CDD
Review and clarify special land use approval processes	Short				X	PC, CDD	CDD
Ensure industrial districts allow for compatible new economy-type businesses	Short				X	PC	CDD
Allow for non-traditional housing types in appropriate areas	Short	X		X		PC	CDD
Site Design							
Adopt clear, concise, enforceable ordinance requirements for landscaping, signage, lighting, parking, and access management for Commercial/Business districts	Short	X		X		PC	CDD
Adopt standards that encourage shared parking access and locates parking behind buildings	Short				X	PC	CDD
Adopt ordinance requirements that accommodate pedestrian activity within and around development	Short				X	PC	CDD
Adopt flexible parking standards	Short				X	PC	CDD
Residential							
Increase residential densities in the appropriate areas	Mid.	X	X	X		PC	CDD
Monitor and encourage appropriate home sizing and massing	Immed.	X				PC, CDD	CDD
Environmental							
Encourage environmentally sensitive/context sensitive and sustainable development	Mid.	X				PC	CDD
Maintain and enhance the City's tree canopy	Immed.	X				PC, CDD, DMS	CDD, DMS
Adopt standards that require low-impact development, sustainability, and energy conservation practices.	Short	X				PC	CDD
Transportation							
Adopt Complete Streets policies	Short	X			X	PC, CC	CDD
Plan for vehicular needs, including parking	Mid.				X	PC, CC, DDA	DDA, CC
Administrative							
Research the use of “form-based-codes” and “overlay districts” in the appropriate areas	Mid.	X		X		PC, CDD, CC	CDD
Review lists of uses in all Zoning Districts. Research/add zoning categories for “Parks/Open Space” and/or “Institutional” uses.	Short	X				PC, CDD	CDD
Partnerships, Programs, and Promotion							
Become a Redevelopment Ready Community through MEDC	Short			X		CDD, PC, CC	CDD, CC
Identify priority redevelopment sites/transitional properties and determine desired future use and development	Cont.	X				PC, CDD	CDD
Develop a clear vision for development outcomes and criteria for priority sites	Short	X				PC, CDD	CDD
Promote a welcoming environment for commercial businesses and industry	Short			X		CDD, CC, PC	CDD

Zoning Ordinance Amendments

The Planning Commission recommended one zoning ordinance text amendments to the City Commission in 2024. The amendment to the projections into setbacks (Section 78-217) and new emergency electrical generators (Chapter 18, Article XVI) was adopted on March 18, 2024.

Zoning Map Amendments

The Planning Commission recommended one zoning map amendment for conditional rezoning to the City Commission in 2024. The conditional rezoning of 353 Starkweather from O-1, Office to RT-1, Two-Family Residential with the permitted land uses of one- and two-family residential and home occupations subject to Section 78-212 was adopted on March 18, 2024.

Development Reviews

The following list summarizes the site specific reviews that came before the Planning Commission in 2024.

Project Type	Location	Description	Meeting Outcome	Fwd. to CC?	Date(s) of Action
Site plan review	165 W. Liberty	Change of use from a health spa to a salon	Approved	N/A	2-14-24
Planned unit development	100 S. Mill	PUD extension	Approved	N/A	2-14-24
Site plan review	980 W. Ann Arbor Road	Signage	Approved with conditions	N/A	3-13-24
Planned unit development	1100 W. Ann Arbor Trail	Church building, single-family homes, and townhouses	No motion	N/A	3-13-24 5-8-24
Site plan review and special land use	413 N. Main	Permanent outdoor dining space	Approved with conditions	N/A	3-13-24 6-12-24
Site plan review	880 Fralick	Change of use from an insurance office to breakfast restaurant	Approved with conditions	N/A	4-10-24
Site plan review and special land use	650 Church	New pickleball courts	Approved with conditions	N/A	5-8-24
Planned unit development	230 Wilcox	New coffee shop and retail space in the former mill building	Preliminary PUD approved with conditions	N/A	6-12-24 8-14-24
Site plan review	630 S Main	Change of use from massage to fast-casual hamburger restaurant	Approved with conditions	N/A	7-10-24 8-14-24 10-9-24
Site plan review and special land use	904 Starkweather	Change of use from vacant to general office space	Approved with conditions	N/A	8-14-24 10-9-24 11-13-24
Site plan review and special land use	1160 Penniman	New playground in existing parking lot	Approved with conditions	N/A	9-11-24 11-6-24
Site plan review	620 W. Ann Arbor Road	Waiver for new fence material	Approved with conditions	N/A	10-9-24
Site plan review	689 N. Mill	New two-story commercial building with four apartments on second floor	Postponed	N/A	11-13-24 12-11-24

Variance Requests

The following list summarizes the Zoning Board of Appeals' docket for 2024.

Variance Type	Location	Description	Meeting Outcome	Date(s) of Action
Non-use	1020 W. Ann Arbor Trail	Front and rear setbacks	Approved	1-4-24
Use	1270 S. Main	Establish a funeral home for cremation only	Denied	2-1-24
Non-use	165 W. Liberty	Number of off-street parking spaces	Approved	2-1-24
Non-use	1050 W. Ann Arbor Road	Canopy over an outdoor patio within the front yard setback on the adjacent property	Approved with conditions	2-1-24
Non-use	502 Ann	Second story addition within the side yard setback	Approved with conditions	2-1-24
Non-use	840 Beech Ct.	Front and rear yard setbacks	Approved with conditions	3-7-24
Non-use	OLGC parking lot (1151 William)	4-foot tall fence in front yard setbacks	Approved with conditions	5-2-24 6-6-24
Non-use	500 S. Harvey	Wall sign on wall without separate means of ingress/egress on site with ground sign	Approved with conditions	6-6-24
Non-use	701 Church	Installation of changeable, digital ground sign	Approved with conditions	6-6-24
Non-use	290 Fairground	Land division to create two parcels less than 60-feet wide and less than 7,200 s.f.	Approved	6-6-24
Non-use	664 Herald	Second story addition in side yard setback	Approved with conditions	7-2-24
Non-use	520 Blunk	Addition in side yard setback	Approved with conditions	8-1-24
Non-use	909 N. Sheldon	Ground sign on property with existing wall sign	Approved	8-1-24
Non-use	689 N. Mill	Front yard setback and building height	Approved	8-1-24
Non-use	1293 S. Harvey	Second front yard setback for detached garage on corner lot	Approved with conditions	9-5-24
Non-use	OLGC parking lot (1151 William)	Play structure (accessory use) on a lot without a principal structure	Approved with conditions	10-3-24
Non-use	240 N. Mill	Rear yard setback and distance between multi-family buildings	Approved with conditions	11-7-24 12-5-24
Non-use	885 Starkweather	Wall sign on a property with existing ground sign	Approved with conditions	11-7-24
Non-use	405 Blunk	Lot coverage	Approved	11-7-24
Non-use	615 S. Harvey	Lot coverage, FAR, rear yard setback, second curb cut, second driveway, percentage of front landscape area	Postponed and denied	12-5-24
Non-use	319 Joy	Non-picket fence greater than 4-feet tall in second front yard setback	Approved with conditions	12-5-24

The Zoning Board of Appeals requested that the Planning Commission consider revising the ordinance restriction that businesses with a ground sign cannot have a wall sign and vice versa. They also requested that the PC review the lighting ordinance to consider updated technology like LED and light measurement like lumens.

Actions by City Commission

The following list includes all the planning and development related actions taken by the City Commission during 2024.

Description	Date(s) of Action
Presentation of the 2023 Planning Commission Annual Report	1-16-24
MSHDA Housing Readiness Grant authorization	2-5-24 3-18-24
90-day moratorium of the tree ordinance (Chapter 34)	2-20-24
Generator ordinance amendments	3-4-24 3-18-24
Conditional rezoning of 353 Starkweather	3-4-24 3-18-24
Annual liquor license review	4-1-24
Tree ordinance amendment (Chapter 34)	5-6-24 5-20-24
COW Meeting on a potential social district in Old Village	5-6-24
Pulte Phase II rezoning from I-1/I-2 to PUD	5-20-24 6-3-24
Pulte Phase II PUD agreement	6-3-24
Community Development Department fee schedule updates	6-17-24
Old Village Tax Increment Financing (TIF)	9-16-24
Valet parking policy revision	10-21-24
Property swap between Tonquish Creek Manor and the City of Plymouth	11-18-24
Storm sewer easement and construction agreement for new construction homes on W. Ann Arbor Trail	11-18-24

Trainings and Joint Meetings

All members of the administration, boards and commissions completed Quarterly Online Computer Security Training.