

## STAFF REVIEW

**To:** Mayor Keough and City Council  
Courtney Nicholls, City Manager

**From:** Michelle Aniol, Community Development Manager

**Re:** PUD-AP-2016-01 Amended PUD Petition and Revised Area Plan for Grandview Commons Mixed Residential Development, revised plan dated July 11, 2016, Elevation and floor plans received July 12, 2016, revised Traffic Impact Statement, received May 18, 2016, and revised Development Agreement, received June 15, 2016.

**Zoning:** I-1 Limited Industrial District

**Date:** August 8, 2016

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The Planning Commission was scheduled to conduct a Public Hearing on June 6, 2016, to consider an amended Planned Unit Development (PUD) Petition and revised Area Plan for Grandview Commons, submitted by Steve Brouwer on behalf of MMB Equities, LLC. The Amended Petition and Revised Area Plan were dated May 6, 2016, and received on May 6, 2016. The amended petition and revised area plan called for a 80-unit mixed residential development, located at the southwest corner of Grand Street and Baker Road. The development proposal involves four parcels, which total 8.21 gross acres, plus .36 acres of city owned property, which the applicant is proposing to swap with the city in exchange for a public stormwater easement. The four primary parcels include the following:

- 7961 Grand Street; Parcel ID 08-08-06-285-004
- 7931 Grand Street; Parcel ID 08-08-06-155-001
- 7905 Grand Street; Parcel ID 08-08-06-427-001
- Baker Road (vacant); Parcel 08-08-06-427-002

On June 2, 2016, the applicant submitted a revised layout plan and parallel plan just as the Planning Commission packets were being prepared. The primary change to the plan centered on the elimination of an 8-unit building in the center of the development and the creation of a 4-unit building and 4 benches. The net change in density was a loss of 4-units, which reduced the total number of units proposed to 76. Everything else remained the same.

### PLANNING COMMISSION ACTION

Following the public hearing the Planning Commission, in a 6-2 voted, determined the amended PUD Petition and revised Area Plan received June 2, 2016, met the qualifications for consideration as a PUD and recommended approval to City Council, subject to the following conditions:

1. Recommendations, as cited in the CWA review dated, May 20, 2016, including the following:
  - a. Applicant shall provide a parallel plan showing the entire project area and shall demonstrate all required setbacks of the proposed VR Village Residential District.
  - b. Site modifications, as provided in the applicants June 2, 2016 correspondence, page 4, item 6;
  - c. Applicant shall submit a revised area plan that provides the following information:
    - i. Location and dimensions of all proposed, existing and/or modified utility lines;
    - ii. List of dimensional deviations sought through the PUD approval;
    - iii. Verification of height of townhouse, duplex and 4-unit structures;
  - d. Attorney review and approval of Development Agreement;
  - e. City Engineer's review and approval.

2. All General, Water and Sanitary Sewer, Stormwater Management, and Paving and Right-of-Way review comments, as cited in the OHM review dated, May 19, 2016;
3. Recommendations, as cited in the DAFD review dated, May 11, 2016.
4. The applicant shall provide a revised area plan that includes the following, as cited by staff herein:
  - a. All plan sheets must be sealed by the professional, as required by the State of Michigan;
  - b. Legal description of the each parcel, along with acreage;
  - c. Soil classifications on the topographic survey; and
  - d. Adjacent land uses and zoning, as well as the location of adjacent buildings, drives and streets.
5. Material and recognized benefits, as determined by the Planning Commission, including the following:
  - a. The benefits listed in staff memo dated, May 31, 2016, items 2.a, b, e, f, and g<sup>1</sup>, plus elevations depicted along Grand Street, in rendering distributed by applicant at the June 6, 2016 meeting and sidewalk connectivity between Baker Road and the proposed duplexes.

On July 19, 2016, the Planning Commission voted unanimously to amend the motion it adopted on June 6, 2016, to recommend conditional approval of PUD-AP2016-01 Grandview Commons PUD Petition and Area Plan to City Council by striking condition #4, Recommendations, as cited in the DAFD review, dated May 11, 2016, and inserting Fire Protection Ordinance requirements, as cited in the DAFD review, dated May 11, 2016.

#### **REVISED PLAN SUBMITTAL**

The applicant submitted a revised Area Plan dated, July 11, 2016, along with a cover letter and updated elevation and floor plans on July 12, 2016. In addition, the application packet includes the following documents:

- Applied Geotechnical Service, Inc., Infiltration Basin Exploration dated, June 16, 2016
- Traffic Impact Study, revision dated May 18, 2016
- Gibbs Market Study Executive Summary (email), received May 31, 2016
- Grandview Commons revisions-benefits outline, received May 18, 2016
- CWA review letter dated, July 26, 2017
- OHM review letter dated, July 27, 2016
- DAFD review letter dated, July 21, 2016
- Development Agreement, with edits recommended by staff and the City Attorney

#### **AREA PLAN APPROVAL PROCEDURE**

According to Section 19.08, sub-section A.6, City Council, following a thorough review of the proposed PUD Petition and Area Plan, and the Planning Commission's recommendation, must approve, approve with conditions, deny or postpone for future consideration the proposed PUD Petition and Area Plan for Grandview Commons.

If the proposed PUD Petition and Area Plan for Grandview Commons is approved by city council, the applicant/petitioner and the city must execute a PUD Agreement.

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<sup>1</sup> 2a) On-street public parking along Grand Street, 2b) Decorative streetlights along the Baker Road frontage, 2e) Public art pad at the corner of Baker Rd and Grand St, 2f) Public access easement and multi-purpose pathway from Grand St to Mill Creek Park, and 2g) Installation of rapid flashing beacon to improve pedestrian crosswalk on Baker Rd.

## REVIEW COMMENTS

The applicant must demonstrate the amended PUD Petition and revised Area Plan satisfies the characteristics set forth in Section 19.08, sub-section A.4, Procedure for Petition and Area Plan Approvals for PUD. In addition, according to Section 19.08, sub-section B.1, an area plan for a PUD project consisting of 80 acres or less, must contain all information required for preliminary site plans, as set forth in Section 21.04, sub-section D. The City's planning and engineering consultants, CWA and OHM, respectively, along with the DAFD have reviewed the proposed PUD Area Plan. The following summary of their reviews are provided for your convenience:

- (1) Carlisle Wortman Associated (CWA) noted that a number of previous contingencies in its recommendation have been addressed. Subsequently, CWA finds the proposed area plan meets the intent of the PUD standards, the City of Dexter Master Plan, and the allowable density, as presented in the parallel Plan demonstrating VR, Village Residential, as the underlying zoning district.
- (2) OHM noted the plans were reviewed in accordance with the City's engineering standards and are acceptable for area plan approval, subject to the following conditions:
  - (a) The existing parcels are described to the right of way lines of Baker and Grand. The proposed combined parcel shall be shown in the same manner. Dedication of right of way along Grand at the far western parcel will be necessary as the property is currently described to the right of way centerline.
  - (b) The storm sewer extending from the Grand Street right of way into the site shall be included within a drainage easement and shall be dedicated public. The easement shall encompass the pipe from Grand Street to the outfall to Mill Creek.
- (3) DAFD cited the following requirements as conditions of approval; 1) confirm roadway names and addressing of structures, as well as individual units, 2) confirm location of fire hydrants, and 3) install "no parking fire lane" signage on both sides of drive aisle and access drives.

Staff and the city attorney have reviewed the draft development agreement submitted by the applicant and recommended a number of edits. Although the development agreement requires some revisions, staff and the city attorney are recommending approval, subject to administrative review and approval.

## **SUGGESTED MOTIONS – PUD-AP 2016-01 Grandview Commons PUD Petition and Area Plan**

Based on the recommendation of the Planning Commission, along with information provided by the applicant, staff, consultants and DAFD, and reflected in the minutes of the August 8, 2016 City Council meeting, City Council (**APPROVES/DENIES**) PUD-AP 2016-01 Grandview Commons Amended Planned Unit Development (PUD) Petition and Revised Area Plan dated, July 11, 2016, in accordance with the provisions set forth in Article 19, PUD Planning and Development Regulations for Planned Unit Development Districts, in the City of Dexter Zoning Ordinance, and subject to the following conditions:

1. CWA review dated, July 26, 2016;
2. Requirements cited in the OHM review dated, July 27, 2016;
3. Requirements cited in the DAFD review dated, July 21, 2016
4. Administrative review and approval of the Development Agreement, by staff and the city attorney,

OR

Based on the information provided by the applicant and reflected in the minutes of this meeting, the City Council moves to **POSTPONE** action on the PUD-AP 2016-01 Grandview Commons Amended Planned Unit Development (PUD) Petition and Revised Area Plan dated, July 12, 2016, until (**DATE**), to allow the applicant more time to address the following issues:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Please let me know if you have any questions or comments. Thank you.

July 12, 2016

City of Dexter  
Planning Commission and City Council  
8140 Main Street  
Dexter, MI 48130

Planning Commission and City Council -

Following the recommendation for approval of the Grandview Commons PUD Area Plan we have proceeded with the development of the project site plan.

Attached is a response letter from Metro Consulting Associates addressing all the Planning Commission conditions of approval and consultant review comments.

The following are outstanding items –

1. Attorney Review of the Development Agreement – A draft Development Agreement was submitted with our February submission. It is our understanding that the Development Agreement will be reviewed by the City Attorney upon approval of the Area Plan by the City Council.
2. Dexter Area Fire Department (DAFD) Recommendation – Upon the Planning Commission's recommendation for approval the DAFD review letter dated May 11, 2016, which included requirements and recommendations, was referenced as a condition of approval. It was not our intention to accept the recommendations as requirements; however we have since been made aware that the recommendations were considered requirements. We request that the City Council consider Area Plan approval excluding the DAFD recommendations. We intend to comply with Michigan Building Code and Dexter Engineering Standards as noted in the DAFD review. The Michigan Building Code requires Fire Suppression Systems in the eight unit buildings. The remaining buildings do not require Fire Suppression Systems.

Following City Council's approval of the Grandview Commons Area Plan we will begin final engineering, completion of the Association Master Deed and Bylaws, execution of the Development Agreement and Brownfield Planning.

We are pleased to present the Grandview Commons Area Plan to the City Council and look forward to discussing it at the August 8 City Council meeting.

Please feel free to contact us at any time with additional questions/concerns.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Brouwer". The signature is fluid and cursive, with a large initial "S" and "B".

Steve Brouwer, MMB Equities LLC

July 11, 2016

Michelle Aniol  
Community Development Manager  
City of Dexter  
8140 Main Street  
Dexter, MI 48130

RE: Grandview Commons  
MCA Project Number: 1051-16-7340

Dear Ms. Aniol,

We would like to thank you for the recent review of the above referenced project. In response, we have modified the plans per comments provided in the Orchard Hiltz and McCliment letter, dated May 19, 2016; the Carlisle Wortman letters, dated May 20, 2016 and June 14, 2016; and the Dexter Area Fire Department letter, dated May 11, 2016. Please find enclosed the revised plans for your review and approval. To aid in your review, we offer the following responses to each of your comments:

**OHM – May 19, 2016**

1. A legal description of property, including lot number and parcel identification number shall be provided on the plans.

Legal descriptions of the individual and combine parcels has been provided on sheet 02.

2. The referenced ALTA survey shall be included as part of the preliminary site plan submittal.

A boundary and topographic survey, including existing easements, was conducted for this property but an ALTA has not been prepared. A copy of the boundary and topographic survey has been included as part of the plan set, sheet 02.

3. Topographical data appears missing in the extreme southwestern corner of the property. We suggest adding in the wetland limits as well as the edges of water for Mill Creek for clarity.

The wetland/water edge of Mill Creek has not been added to the topographic survey since the proposed site improvements do not extend to Mill Creek and the edge of water is approximately 180 feet west of the site which exceeds the topographic survey overlap required by the ordinance.

4. Proposed building/structures shall have floor area, number of floors and heights indicated for each differing occurrence where applicable.

The requested information has been added to sheet 04.

5. Future re-submittals shall include a letter from the design engineer detailing responses to all comments noted on this review letter.

**Noted.**

6. The plans shall indicate the size of the proposed water main and include 12-foot easements for all proposed water main.

**The proposed water main size and proposed 12-foot easement has been shown on sheet 11.**

7. Water service lines and sewer leads shall be located such that curb stops and cleanouts are not located within paved surfaces. Where possible, manholes and gate valves shall also be in greenbelt areas.

**To the extent feasible, water service leads, sewer leads, manholes, gate valves, and cleanouts have been located outside of paved areas.**

8. The Fire Department will comment on the hydrant locations and plans must conform to Fire Department Guidelines.

**Please refer to the responses to the Fire Department's review further in this letter. The Fire Department has reserved comment on the hydrant location until later in the site plan process. Please note that the hydrants have been located per the City's design standards for hydrant coverage.**

9. The size of all proposed sewers and building service leads shall be indicated on the plans.

**The size of the proposed utilities and building service leads have been shown on sheet 11.**

10. The proposed sewer will be public and within easements.

**A proposed 20' easement has been provided for the proposed sanitary sewer. Please refer to sheet 11.**

11. The plans shall state that the existing 4-inch water main shall be abandoned.

**The 4-inch water main in Grand Street has been shown to be abandoned on sheet 03 and labeled as abandoned on sheet 11.**

12. The diameter of the existing water main in Grand Street and Baker Road is 8-inches. Comment #2 under the utility Notes on Sheet 03 shall be deleted and the referred to water main shall be shown as 8-inch.

**The existing water main in Barker Rd. and at the intersection has been labeled as 8 inch.**

13. The water main at the southwest corner shall be looped per the request of the City DPS.

**The water main at the southwest corner has been looped by routing the water main between two buildings.**

14. Preliminary invert elevations and detention calculations, sizes, and outlets shall be provided for the proposed storm water management system.

Preliminary storm sewer calculations, including invert elevations, has been provided on sheet 12. Detention calculations and outlet control structure details have been shown on sheets 13-14.

15. The existing and proposed storm sewer extending from Baker Road shall be include easements.

A 20 foot easement has been provided for the existing and relocated 30" sewer.

16. The plan shall specify means for the required pre-treatment or runoff.

First flush treatment is provided in the detention basin. Please refer to the storm water management calculations and riser details for more information.

17. The proposed second outlet to Mill Creek shall be constructed such that there is appropriate energy dissipation for erosion control. Based on the change in elevation from the proposed pond to the bankfull elevation of Mill Creek, a drop structure will be required. Any sewer on city property will require an easement.

The second outlet has been eliminated. The outlet for pond B will discharge to the existing 30 inch storm sewer which has an energy dissipation device at its outlet.

18. The preliminary site plan shall explore low impact development alternatives for storm water treatment. This includes performing testing of existing underlying soils to take advantage of infiltration.

Infiltration tests have been conducted at the two pond locations. The test results have been included with this submittal. Infiltration volume, as required by the Washtenaw County Water Resources Commissioner's standards, has been provided at both basins.

19. All private roadways and parking lots must have concrete curb and gutter.

Curb and gutter has been provided at the edge of pavement.

20. The preferred connection between Grand and the Mill Creek pathway is an 8' wide asphalt pathway within a 10' wide pathway easement.

A 8 foot path in a 10 foot easement has been provided along the northwest property line.

21. The site plan indicates the construction of a public art pad at the corner of Baker Road and Grand Street. This location should be reviewed for corner sight distance obstructions.

A public art pad has been shown on the plans however the design of the public art pad has not been finalized. The corner sight distance will be reviewed as the design progresses.

22. An additional rectangular rapid flashing beacon (RRFB) shall be installed on the opposite side of Baker Road at the ramp directly across from the proposed beacon. RRFB's shall be solar powered and radio connected.

An RRFB has been noted to be installed on both sides of the Baker Road, see sheet 04. The RRFB will be solar powered and radio connected. Further details will be provided at Final Site Plan review.

23. The proposed site driveways should be constructed in accordance with the City of Dexter Standards. The Baker Road Access shall be reconfigured such that the driveway radius does not encroach onto existing property to the south. The radii may also be modified based on the expected design vehicles for the site.

The driveway has been reconfigured based on the City of Dexter's Major Commercial, Industrial & Apartment Driveway (Two-Way) detail. This revision has decreased the encroachment of the curb return from the existing condition. The driveway has not been relocated north to completely eliminate the encroachment because it is concerned that the driveway would start to interfere with the intersection.

24. Sidewalks within the site are dimensioned at 5 feet wide. Where the sidewalk is adjacent to parking the width should be increased to 7 feet to allow for bumper overhang and/or door swing without substantial impact to the clear width of the walkway.

Some of the proposed parking spaces have been relocated to remove them from sidewalk areas.

25. The plan shows the construction of a parking lane along the south side of Grand Street. It is understood that the City and the applicant will coordinate on the overall improvement of Grand Street. Future plans will provide a greater level of clarity and scope.

Noted.

26. DDA Light poles shall be provided along Baker Road frontage consistent with spacing currently present.

A light pole has been shown (final location to be determined by the City) on sheet 04.

#### **Carlisle Wortman – May 20, 2016**

##### Area Plan/Preliminary Site Plan

1. Planning Commission consideration of requirements of PUD intent.

Noted.

2. City Engineer review soil suitability.

A copy of the infiltration test report has been included with this submittal.

3. City Engineer review of traffic study.

The City Engineer has reviewed the traffic study and noted it to be "acceptable as presented" in the May 19, 2016 review letter.

4. City Engineer review of existing/proposed essential facilities and services.

Please refer to the response to the City Engineer's review above.

5. Provide location and dimensions of all proposed existing, and/or modified utility lines.

The location and size of the existing and propose utility lines has been shown on the plans. Please refer to sheet 11.

6. Provide list of dimensional deviations sought through PUD approval.

The requested dimensional deviations have been noted in the site data on sheet 04.

7. Verify height of townhouse, duplex, and 4-unit structures.

The proposed structure heights have been noted on sheet 04.

8. Verify all garages will accommodate 2 cars.

A table indicating garage and driveway parking has been included on sheet 04.

9. Reduce amount of guest parking to demonstrate need for additional parking to Planning Commission.

The amount of guest parking spaces has been reduced to 13 spaces.

10. Demonstrate barrier-free guest parking space in accordance with ADA requirements.

Proposed barrier-free parking spaces have been shown on sheet 04.

11. Provide elevations and floor plan for 4-unit structure.

This comment will be addressed by the applicant.

12. Township staff, engineer, and attorney review of all legal documents related to the Grandview Commons development.

Noted.

#### Final Site Plan

1. Take steps to preserve trees on-site.

Trees intended to be saved have been surrounded by proposed tree protection fencing.

2. Identify trees to be preserved.

Please refer to the demolition plan.

3. Provide tree replacement calculation.

Tree replacement calculations will be provided at final site plan.

4. Provide emergency and garbage truck turning radii for final site plan.

A truck turning plan will be provided with the final site plan.

5. Provide detailed landscape plan.

A detailed landscape plan will be provided with the final site plan.

6. Provide full photometric plan and details of all proposed lighting fixtures.

A photometric plan will be included in the final site plan.

7. Provide location and detail of all signage.

The final signs will be submitted in accordance with the requirements of Article 7 Signs.

8. Provide exterior façade materials during final site plan review.

This will be provide during the final site plan review.

**Carlisle Wortman – June 14, 2016**

1. The parallel plan has been revised to include the additional 1.44 acres of property acquired by the application along the former western property line as required (8.57 acres total project area).

Noted.

2. In CWA's reports dating back to our initial review in February 2016, we have noted the parallel plan should reflect the development of the site under the VR, Village Residential dimensional requirements (proposed underlying zoning classification). As presented, the parallel plan is based upon R-3, Multiple Family Residential dimensional standards. The applicant should either modify the area plan to reflect the VR proposed underlying zoning, or request for the underlying zoning district to be changed to R-3, Multiple Family Residential (this will require re-notification and another Planning Commission public hearing).

The parallel plan has been revised based on the VR requirements.

3. The parallel plan demonstrates 68 2-bedroom units having a density of 8 dwelling units per acre. The VR/R-3 district regulations allow for a development of 2-bedroom units to have 9 dwelling units/acre equating to 77.13 dwelling units on the subject site. Seventy-six (76) dwelling units (number of bedrooms not provided) are proposed on the revised area plan. The number of proposed bedrooms contained in each unit should be provided on future area plan submittals for further density verification.

The number of bedrooms has been included in the site data on sheet 04.

4. As noted in each of CWA's reviews dating back to February 2016, the area plan does not demonstrate the required setbacks of the VR district – Front – 15 feet; Side – 10 feet; and Rear 25 feet. Further, as presented, the front setback is not shown from the ROW as required. This error will likely impact the density calculation, and is required to be amended.

The required VR district setbacks have been shown on the parallel plan.

5. Proof of water and sanitary sewer facilities is also required as part of the parallel plan in accordance with Section 19.03 A.2. Water and sewer facilities are not demonstrated on the revised parallel plan. All stormwater facilities must be appropriately sized to demonstrate a realistic development option. This includes all necessary easements.

The existing water and sanitary sewer facilities have been shown on the parallel plan. Stormwater management facilities have been shown on the parallel plan which are proportional to the stormwater management facilities provided in the area plans.

6. Lastly, all internal drives will need to be widened to 26 feet (23 feet demonstrated at narrowest point) in order to meet code requirements and provide a realistic development option as required.

The proposed drives on the parallel plan have been widened to 26 feet.

#### **Dexter Area Fire Department – May 11, 2016**

1. Unknown if these roadways will be public or private? DAFD does not support private roadways without a detailed plan in place and approved for public safety.

The internal driveways will be addressed off of Grand Street and constructed in accordance with the approved site plan.

2. It is DAFD understanding the plan submitted are “area” plans and do not reflect plans that will be used for actual locations of fire hydrants. When ready please resubmit for approval.

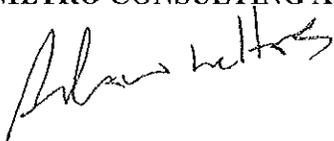
The hydrants have been located in accordance with the City of Dexter’s design standards for hydrant spacing. Although the plans are “area” plans, the hydrants have been shown in their intended locations.

3. Fire Protection Ordinance: Requirements of this Ordinance will need to be incorporated in future plans before approval: related but not limited to: Knox box International Fire Code (IFC) Section 506, Addressing IFC Section 505, Minimum Roadway Widths IFC Section D 103, Fire Lane Signage IFC Section 503.3 & D 103, Portable Fire Extinguishers IFC Section 906 Fire Suppression, Fire Alarm Systems and Kitchen Fire Suppression System (if Applicable) IFC 105.7 & Washtenaw County Building Department. DAFD Requirements: 1) Confirm the roadway names and addressing of this structures as well as the individual units 2) Depending on how the large units will be configured purchase and installation of Knox Boxes maybe required (more information needed) 3) Roadway widths and access within Ordinance.

Roadway widths have been provided in accordance with the City’s Ordinance. A signage plan will be provided with the Final Site Plan. It is anticipated that Fire Suppression and Knox Box requirements will also be addressed at Final Site Plan review.

We look forward to your review and approval, so should you have any questions during your review, please do not hesitate to contact me direct at 734-217-4495 or [awalters@metroca.net](mailto:awalters@metroca.net). Thank you for your review and continued assistance with this project.

Sincerely,  
**METRO CONSULTING ASSOCIATES, LLC**





**RECEIVED**

MAY - 6 2016

**PLANNED UNIT DEVELOPMENT (PUD) AREA PLAN PETITION**

**CITY OF DEXTER**

\$1,000.00 + \$50.00/ACRE + \$3,000.00 DEPOSIT

Rec# \_\_\_\_\_  
 Date: 5/6/16  
 REVISED PUD APPLICATION

PROPERTY ADDRESS	7931 Grand St ; 7961 Grand Street
TAX I.D.	08-06-155-001; 08-06-427-001; 08-06-427-002; 08-08-06-285-004
PROPOSED USE	Mixed Use Residential
ZONING DISTRICT	I-1
PROPERTY OWNER NAME	MMB Equities, LLC
PROPERTY OWNER ADDRESS	7444 Dexter Ann Arbor Rd, Suite F, Dexter, MI 48130
PROPERTY OWNER PHONE	734-426-9980
EMAIL ADDRESS	stevebrouwer@arbrouwer.com
APPLICANT NAME	MMB Equities, LLC
APPLICANT ADDRESS	7444 Dexter Ann Arbor Rd, Suite F, Dexter, MI 48130
APPLICANT PHONE	734-426-9980
EMAIL ADDRESS	stevebrouwer@arbrouwer.com

*Completed by Staff*

ACCEPTABLE	NOT ACCEPTABLE	N/A	Applicant must provide the following:
✓			1. Evidence of full ownership of all land in a PUD, or execution of a binding sales agreement.
			2. Evidence regarding the following characteristics of the proposed development.
✓			a. General character and substance.
✓			b. Objectives and purposes to be served.
	✓		c. Compliance with regulations and standards.
✓			d. Scale and scope of development proposed.
	✓		e. Economic feasibility of the proposed uses.
			f. Impact assessment (See Section 19.08 for specifics)
			g. Development schedules.

ACCEPTABLE	NOT ACCEPTABLE	N/A	
✓			h. Compliance with the adopted Master Plan of the City.
✓			i. Ownership of land, identifying all parties of interest.
✓			j. Full and complete disclosure of all parties involved in the development as to ownership, current financial position, experience in previous five (5) years, background on all management personnel.
			<b>3. Information required for Area Plans - All Applications.</b>
	✓		a. Density of use for each type of proposed use on the site, including a parallel site plan for residential development as described in Section 19.03A.2.
✓			b. General description of the organization to be utilized to own and maintain common open space and facilities.
✓			c. General description of covenants or other restrictions; easements for public utilities; by-laws and article of incorporation for homeowners' cooperative or condominium association.
✓			d. Description of the petitioner's intentions regarding selling or leasing of land and dwelling units.
✓			e. Description of all proposed uses by reference to existing zoning classifications under the City Zoning Ordinance, i.e. residential uses by density and housing type. Office and commercial land uses, open space and recreational facilities, and other land uses.
✓			f. General landscape concept showing tree masses to be preserved or added, buffer areas, and similar features.
		✓	g. Delineation of areas to be platted under the Subdivision Control Act.
			<b>4. Information Required for Area Plans - Greater than 80 acres.</b>
			a. Location and description of site, including dimensions and area.
			b. General topography and soil information.
			c. Scale, north arrow and date of plan
			d. Location, type and land area of each proposed land use; dwelling unit density (dwelling units per acre); type of dwelling units.
			e. Location, use and size of open areas and recreation areas.

ACCEPTABLE	NOT ACCEPTABLE	N/A	
			f. General location, surface width, and right-of-way width of proposed public streets; general location and surface width of major private streets/drives.
			g. General location of proposed parking areas and approximate number of spaces to be provided in each area.
			h. General delineation of existing natural features to be preserved or removed; location of existing structures, streets and drives; location and propose of existing easements.
			i. Adjacent land uses.
			j. Location and area of each development phase; summary of lad use information as required in section 19.08 B.2.(d) for each phase.
			k. General description of proposed water, sanitary sewer and storm drainage systems.

*[Signature]*      5/6/16  
 Owner's Signature      Date

*[Signature]*      5/6/16  
 Applicant's Signature      Date

**For Office Use Only**

Pre-application Meeting Date(s): \_\_\_\_\_ Date: \_\_\_\_\_  
 Planning Commission Notification/Action \_\_\_\_\_ Date: \_\_\_\_\_  
 City Council Notification/Action \_\_\_\_\_ Date: \_\_\_\_\_

*N/A*      *#54485*  
*\$250 app fee*  
*\$3,000 SPR below*  
*#54484*

REASONS FOR DENIAL: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CONDITIONS OF APPROVAL: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

APPROVAL STAMP

May 6, 2016

City of Dexter  
Planning Commission and City Council  
8140 Main Street  
Dexter, MI 48130

Following our April 21, 2016 request for postponement of the Grandview Commons PUD Area Plan we have been in negotiations with the property owner of 7961 Grand Street. 7961 Grand Street is an approximately 1.2 acre parcel located west of the Grandview Commons site. At this time we would like to request an amendment to our PUD application to include the following parcel:

7961 Grand Street, Tax ID 08-08-06-285-004

As a result of the inclusion of the additional property our amended PUD application also includes the 3 new buildings, including 16 units for a total of 80 units and 17 buildings over the approximately 8 acre parcel.

With the additional property we were able to significantly improve the proposed public pedestrian easement along the westerly edge of the property; the access is no longer along the road or shared with the road. We were able to increase the number of public parking spaces along Grand Street. We were able to provide a layout similar to what was requested by the Planning Commission with regard to centralizing the Grand Street entrance drive. As previously noted we were unable to move the Grand Street entrance drive due to the impacts on building and pedestrian pathway alignment as well as the required dead end length. The revised plan provides better building alignment and dead end drives.

By incorporating the additional lot into the overall plan we believe that the plan revisions achieve the Planning Commission goals.

Please see the attached revised application and project narrative. The project narrative includes the following revisions:

1. Number of units has changed from the original 68 to 80.
2. Parcel size has changed from 7.24 acres to 8.55 acres and now includes 7961 Grand Street, Tax ID-08-08-06-285-004.
3. Parallel Plan – A new Parallel Plan has not been developed because we know that the additional parcel would result in another 16 units. The original Parallel Plan would have accommodated 56 units, 72 units would fit on the new parcel.
4. The proposed additional units will increase the Tap Fees paid to the City to \$468,666.40.

5. The proposed improvements are now estimated to be \$15-20 million resulting in a tax increase to the City of over \$500,000 annually.
6. Public benefit – In addition to the public benefits proposed we have revised our plan to include the following:
  - a. Installation of water main along the frontage of Grand Street where no service currently exists.
  - b. Installation of sewer main along the frontage of Grand Street where no service currently exists.
  - c. Public pedestrian access and construction of the pathway along the west side of the project to the Mill Creek.
  - d. On-Street Public Parking and Streetscape improvements along 50% of Grand Street.
  - e. Public Art Pad at the corner of Grand and Baker.
  - f. Pedestrian crosswalk improvements across Baker with installation of a Rapid Flashing Beacon.
  - g. 2 benches have been added to the end of the public pedestrian path.
7. Project timeline has been revised.
8. Traffic Impact Study has been revised.

Also note that the southwest corner of the property has changed. Development of the property does not need to extend into Mill Creek where the property line was previously shown. A new survey has been submitted with the application for consideration.

Please feel free to contact us in advance if there are any questions.

Thank you.

Sincerely,



Steve Brouwer, MMB Equities LLC

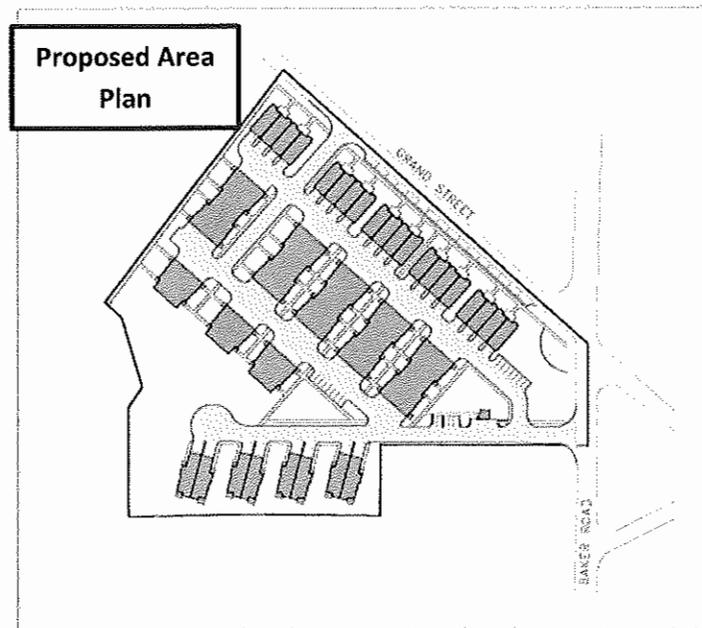
May 4, 2016

City of Dexter  
Planning Commission and City Council  
8140 Main Street  
Dexter, MI 48130

MMB Equities, LLC is submitting this proposal to the City of Dexter for Area Plan approval for the redevelopment of the property at the corner of Grand Street and Baker Road, called Grandview Commons.

We respectfully request that the City consider rezoning the property to a Planned Unit Development (PUD) in order to permit some flexibility in the design standards that promote a development that can provide a variety of alternative housing options for those wishing to move in the City limits.

MMB Equities, LLC is pleased to submit the following information as required by Section 19, Planned Unit Development (PUD), for the ~~Sixty Eight (68)~~ Eighty (80) unit Grandview Commons Multi-Family housing project. We are also requesting approval of the Area Plan in order to continue to develop the full engineering plans for review and approval.



**Developer –**

MMB Equities, LLC is the Property Owner and Developer of Grandview Commons. MMB Equities purchased the development property in 2012 and manages the property and tenants within the building. MMB Equities, LLC is a development partnership that includes Steve Brouwer. Steve Brouwer is also President and owner of A.R. Brouwer Company.

**General Contractor –**

A.R. Brouwer Company located in Dexter, Michigan, was founded in 1998 by Steve Brouwer. A.R. Brouwer Company provides construction services for projects, utilizing three different approaches: design/build, construction management and general contracting. A.R. Brouwer Company has constructed many new buildings and numerous interior and exterior building renovations within the City of Dexter over the last 18 years along with other projects throughout Southeast, Michigan.

The following are a few projects completed by A.R. Brouwer Company in the City of Dexter.



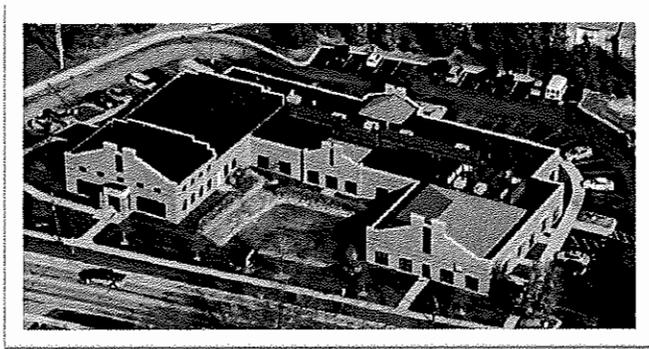
Dexter Wellness Center  
48,000 SF wellness center; includes offices and community meeting rooms; Brownfield site, demolition of existing structure and new construction.



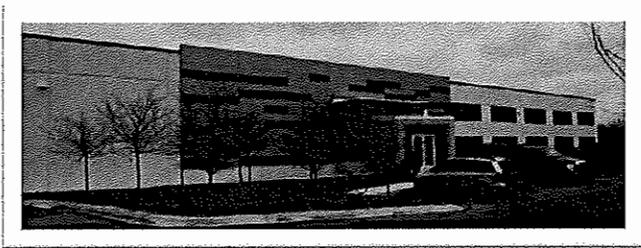
Dexter Pharmacy  
22,000 SF mixed use building Brownfield site, demolition of existing structure and new construction.



Monument Park Building  
21,600+ SF office building  
Brownfield site, clean up and new construction

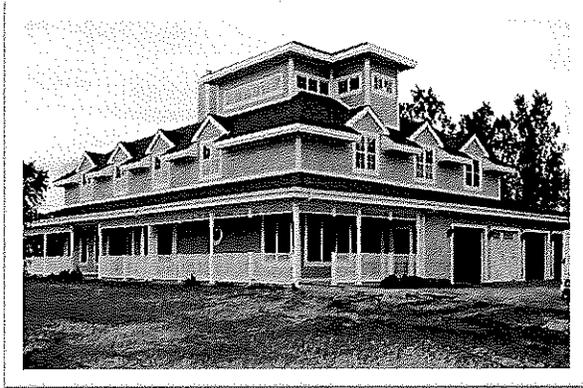


Bluewater Building  
[ A.R. Brouwer Company Offices ]  
22,000+ SF office building  
Brownfield site, clean-up  
Renovation of a 9,000 SF manufacturing building, and a 13,000 SF expansion to create a 22,000 SF office building



MC3  
56,000 +SF Renovation of an existing warehouse into a medical equipment research, design and manufacturing facility

The following are residential projects completed by the A. R. Brouwer Company.



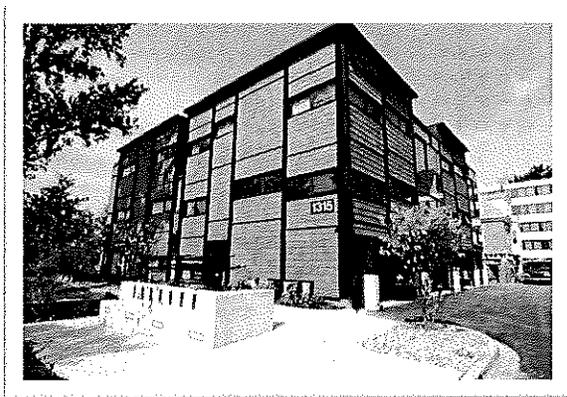
Fraser House

Constructed a 5000 sq ft home including a full basement, timber frame interior, four story elevator, third floor viewing room and a four car garage.



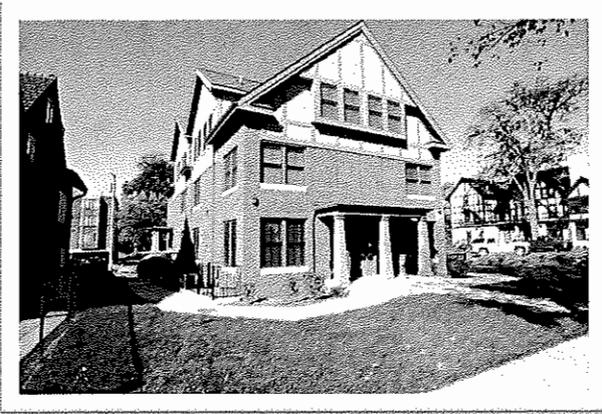
Greve House

Renovated and repaired home after Tornado damage.



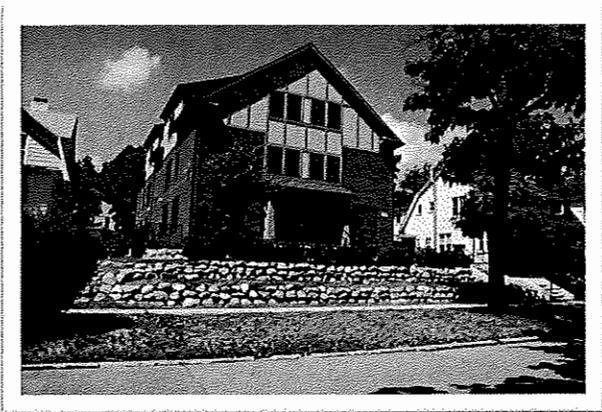
Hill Apartments

Demolished existing house in downtown Ann Arbor and constructed a 24 bedroom student housing building. The framing was a combination of steel and wood. The exterior finishes included an aluminum window system, aluminum trim and slate siding.



#### Forest Street

Demolition and reconstruction of a 4-unit student apartment building in Ann Arbor.



#### Hill Street

Demolition and construction of a 4-unit student apartment building in Ann Arbor.

#### Key Personnel -

A.R. Brouwer Company has a strong core of knowledgeable project managers and superintendents. Our team's collective experience in construction allows us to provide expertise for any project.



#### **Steven Brouwer – Company President**

Mr. Brouwer holds a Bachelor's (1984) and Master's Degree (1985) in Civil Engineering from the University of Michigan, and has over **30 years** of industry experience. From 1985 to 1994 he worked in commercial construction as a project manager and estimator. In 1994 Steve was promoted to Director of Estimating, and worked as such until 1998 when he founded A.R. Brouwer Company in Dexter, Michigan.



**Dave Niswonger – Company Vice President, Lead Project Manager**

Mr. Niswonger holds a Bachelor's Degree (1991) in Business Administration from Central Michigan University, with a double major in Marketing and Management. Dave has over 19 years of experience as a Project Manager and Estimator, and over **23 years** in the construction industry. Joining A.R. Brouwer Company in 2003 as a Project Manager, Dave accepted the role of Vice President in 2004.



**Geoffrey Boyer – On-Site Superintendent**

With **over 17 years** of construction management experience, Mr. Boyer brings a wealth of knowledge to the A.R. Brouwer team. Geoffrey has managed numerous structural, interior and exterior renovations of commercial, retail and municipal properties.



**Mary Kaye LaFontaine - Accountant**

Mary Kaye has been the accountant for A.R. Brouwer Company for seven years, and has over **16 years** of industry-specific accounting experience for commercial construction projects and managed properties. Mary Kaye works with customers and project managers for all billing activities including sworn statements, lien waivers and payment applications.



**Allison Bishop – Property and Development Manager**

With over **12 years** of professional experience in planning, zoning, property development and government administration in Washtenaw County, Allison joined the A.R. Brouwer Company team in 2013. Allison is using her expertise as Property Manager for the company's nine properties, creating local development opportunities for the firm, and is also an integral part of the planning and development stages for projects.



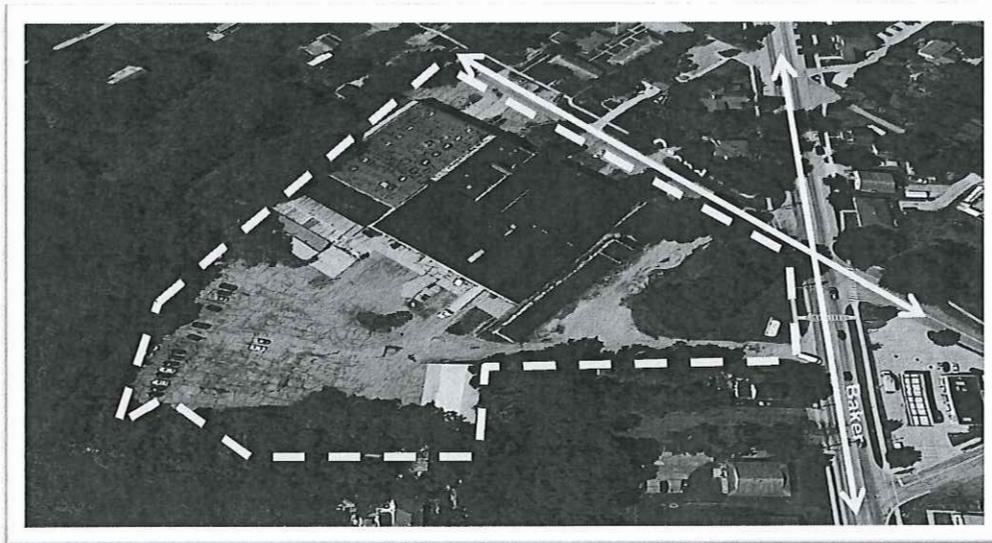
**Jodi Trisdale – Office Administrator**

Jodi joined the A.R. Brouwer Company team in May of 2014, and has over **13 years** of experience in professional office management and administration. Jodi's multi-faceted role includes coordination of project start up and close out activities, verification insurance requirements, distribution and collection of contracts and change orders, management of project bidding and bid documents.

## Article 19 – Planned Unit Development Regulations

### **Purpose and Intent**

MMB Equities is requesting rezoning of the subject property to permit a Planned Unit Development (PUD), with underlying VR zoning as the City of Dexter does not currently provide a zoning district to facilitate a development that permits a variety in design, layout and type of structures proposed. It is our intent to redevelop an existing functionally obsolete industrial brownfield to provide a development with variety of housing options/types, to provide the environmental clean-up and demolition of a Brownfield site within 2 blocks of the City's downtown district.



7961 Grand Street – 08-08-06-285-004

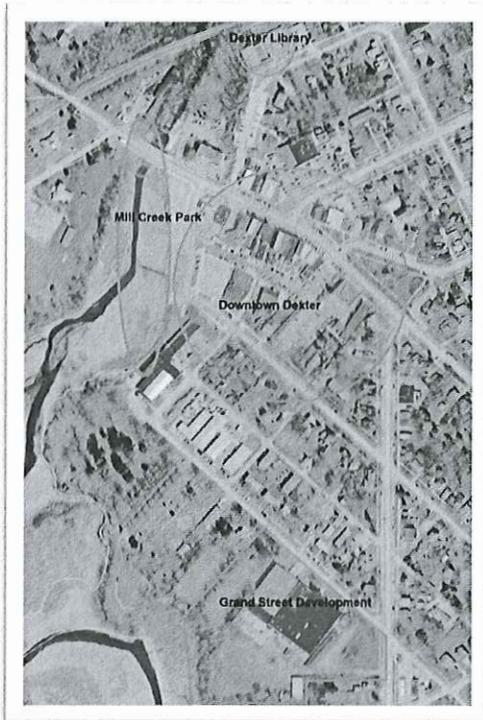
7931 Grand Street – HD-08-06-155-001

7905 Grand Street – HD-08-06-427-001

Vacant – HD-08-06-427-002

MMB Equities is requesting PUD approval because the City's current ordinance, Master Plan and DDA Development Plan are inconsistent. In order to achieve the City's goals of infill development with more urban density a PUD is necessary. The City's current Baker Road Corridor Mixed Use District encourages upgrading of the area, increasing public transit opportunity and developing residential infill, however the densities for multiple family (VR and R-3) support suburban densities. The current ordinance does not have a zoning district or foundation for achieving the goals and objectives of the Master Plan or DDA Development Plan. In addition, a straight rezoning does not achieve the desired densities, therefore making a PUD the best option for developing Grandview Commons as defined in the City's long range planning documents.

Grandview Commons achieves the intent of the PUD District through the demolition of the existing industrial building and environmental clean-up of a brownfield site that will improve surrounding



property values, increase tax base and encourage further improvement and redevelopment in the area. The redevelopment will also provide additional population to patronize downtown further enhancing the economic stability of Dexter businesses achieving the long term planning goals of the Dexter Master Plan and Downtown Development Authorities (DDA) Redevelopment Plan. The project will provide public benefits, including but not limited to: public water main and sanitary main improvements, storm water easements, improved storm water management and outlet into the Mill Creek Watershed, a pedestrian access easement for the future Mill Creek Park Phase 2, improved streetscape along Grand Street with on-street parking and public sidewalk. Grandview Commons provides an interconnected community through the pedestrian linkages within the development along with gathering areas, building orientations and connections to the public streets.

A PUD is being requested in order for Grandview Commons to meet the City's Master Plan and DDA Development Plan and to provide a unique combination of housing types that will attract varying demographics to Dexter. Through our market research and analysis with the Gibbs Planning Group in November 2015 we are providing a number of residential options that will not over saturate the City's housing stock and to meet the demands of the Dexter market. Our Market Analysis indicated that the City of Dexter could support up to 150- two to three bedroom units in the next 5 years. The mixture of housing products provided in Grandview Commons meets the market demand.

Grandview Commons is the largest redevelopment parcel in the City of Dexter and will jump start redevelopment in the downtown area that has been master planned by the City and Downtown Development Authority for over 2 decades. We hope to gain your support for this very exciting opportunity to improve the area and create a reason for more people to move to Dexter and share in the wonderful community.

### **PUD Regulations**

The subject property is currently zoned I-1, Light Industrial. Approximately 7 years ago the City considered changing the zoning of the property to encourage redevelopment, but the owner at the time was not in favor of the rezoning. MMB Equities has owned the property since 2012 with the intention of redeveloping the property.

The subject property is master planned in the Baker Road Corridor as mixed use, however after our market research and analysis we do not anticipate the need for additional office and retail space in this area of the City. Pursuant to the master plan this site is planned as a transitional site from the



downtown into the surrounding neighborhood. Grandview Commons is consistent with the Master Plan and DDA Development Plan in transitional use and master planned surrounding land uses. We anticipate that this project would also promote additional redevelopment in the surrounding neighborhoods and commercial districts.

**General Provisions**

Per the PUD regulations a Parallel Plan must be developed by the petitioner. It is our understanding that the Parallel Plan is provided to illustrate what the current zoning would permit, to establish a base density and to assist in the determination of additional density bonuses.

Please see Attachment A – Parallel Plan.

The parallel plan provided as required is, in our opinion, not the best layout for the property; however it could be approved under standard zoning within the VR Village Residential District. As shown there are 6856-2 bedroom units. Each building is the same, lacking variety throughout the site. We are proposing a combination of building types, unit types and number bedrooms to offer more diverse housing options and price points for residents, see table below. There are more community and public spaces throughout the development as proposed and the development will attract a variety of demographics. Per the Gibbs Planning Group Market Analysis it was recommended that Dexter could support varied types of units at varied price points for varied ages and family sizes. It suggested that “an innovative site plan could accommodate multiple residential typologies such as cottages, duplexes, townhomes and stacked attached products.” With this information and additional information on aging populations and shrinking household sizes we are confident that we are providing a desirable mix of products for the demographics in the Dexter area.

Residential Density – In accordance with the R-3 District:

Type of Unit	R-3 District	PROPOSED
1 Bedroom	82.32 units	1620
2 Bedroom	61.74 units	4450
3 Bedroom	41.16 units	810
TOTAL	61.74 unit (average)	6880

The proposed density is consistent with the R-3 zoning with variations in the unit type. Through various attempts at site layout, existing/proposed utilities, preliminary engineering, topography, soil conditions, traffic and pedestrian circulation, unit and product types we have determined that the proposed area

plan concept best promotes the use of the land in a socially and environmentally sensitive manner and is consistent with the Master Plan and DDA Development Plan.

### **General Character and Substance**

The general character and substance of the development is to create a small village within the City and a sense of Community within the development. Our hope is that Grandview Commons will attract multiple demographic cohorts from millennials to empty nesters and families. We have worked diligently to come up with a mix of housing opportunities for various incomes and amenity seekers. The location is convenient to downtown, miles of nature trails, renowned Dexter Schools, the Dexter Wellness Center and only 2 miles from Interstate 94 and minutes from Ann Arbor.

The scale and economic feasibility of Grandview Commons was determined based on the R-3 Multi-Family Zoning District Regulations and in an attempt to create a development with enough variety to support multiple demographics and market demands. Following completion of a Market Analysis by the Gibbs Planning Group, Birmingham Michigan it was determined that the proposed mix of building and unit types, as well as price points, would appeal to the largest range of potential owners and occupants. Based on the Market Analysis unit prices will range from \$200,000-\$500,000, depending on many variables. The mixture of units and price points should reduce potential market saturation and result in efficient construction and property sales. It is our intention to offer the units for sale and lease.

Architecture within Grandview Commons is consistent with the market demands and provides numerous high quality materials for texture and interest, including brick, stone, siding, shakes, double hung windows, façade undulations, front and rear porches and modern open floor plans. All units offer between 1-3 bedrooms, in unit laundry, wood floors and solid surface counter tops. Each building type will coordinate on the exterior with the other unit types on site, each with their own unique variations. Interior sidewalks connect the neighbors within the community spaces and the open space in the future Mill Creek Park. A public access easement and pathway will be provided to the property line.

Each dwelling will be a condominium unit within the development, with each unit having its proportionate share of common area expenses, such as lawn care and snow removal. We will provide regulations through the creation of a Home Owners Association and Bylaws to maintain continuity and character within the development. The Association will be managed by the Developer. Please see the Draft Master Deed and Bylaws, attachment 2, included in the submission package for more details. We will work with the post office and Dexter Schools to determine the most suitable locations for mailboxes and bus stops upon approval of the Area Plan. At this time we have proposed a small Gatehouse for the mailbox locations and maintenance storage.

Site layout and building placement was determined to meet the market demands as presented in our Market Analysis, as well as through evaluation of existing infrastructure, including access, utilities, soil boring information and preservation of view sheds. The duplex units were placed on the rear of the site because they have access to the most private space, they have the lowest elevation and the soils require the installation of basements. The Brownstone units were placed along Grand Street because they

provide the most urban feel along the street frontage and rear entry garages eliminate the need for individual curb cuts along Grand Street. The stacked units were placed in the center of the site to allow for a circular vehicle pattern and interior pedestrian and community spaces.

### Impact Assessment

Impact on the surrounding area should be limited to general site construction. We expect that construction will take approximately 24-36 months, depending on sales. We expect that general construction impact will be additional short term traffic and carpentry noise. The development will improve the surface water runoff since the storm water entering Mill Creek will be treated and managed in accordance with modern standards and not flow directly into the stream untreated as it currently does.

The effect of public utilities will be additional capacity requirements. At ~~8068~~ units the City will receive \$~~468,666.40~~~~398,366.40~~ in Water/Sewer Tap Fees, along with additional monthly user fees to support the water/sewer system. Based on the information received from the City Engineer the system has been sized with anticipation of redevelopment on the site. Additional utility upgrades will be necessary on site to service the proposed new units.



The existing building is a functionally obsolete industrial warehouse originally constructed in the 1940's with numerous additions through the 1980's. The building is currently occupied by a variety of warehouse and manufacturing users. The Phase 1 and Phase 2 Environmental Assessments and soil boring studied did not reveal any historic or archeological significance of the site. The southern

boundary of the site, along Mill Creek, was filled by the previous owner. Duplex units were located in this area and include basements to deal with this soils issue.

The existing site slopes to the southwest and minimal grading will be required for the development. Storm water treatment does not currently exist, nor does an easement for the City's 36" storm pipe on the property. The development would include storm water treatment, and relocation of a portion of the City storm pipe.

The impact on flora and fauna will be improved. As previously mentioned the site storm water sheet flows off the primarily impervious site. The development will create pre-treatment basins and add additional landscaping treatments to clean storm water prior to it entering the sensitive wetland area to the south of the property. The site will also be improved with landscaping in accordance with the requirements of the City of Dexter. Detention ponds and/or native vegetation will be used to add to the

natural features on the site. Street trees and landscaping buffers will also be added throughout the site, which is currently void of landscaping.

There will be no displacement of residents as a result of the redevelopment. Current tenants have been made aware that leases will be renewed only on a month to month basis while approvals are being sought.

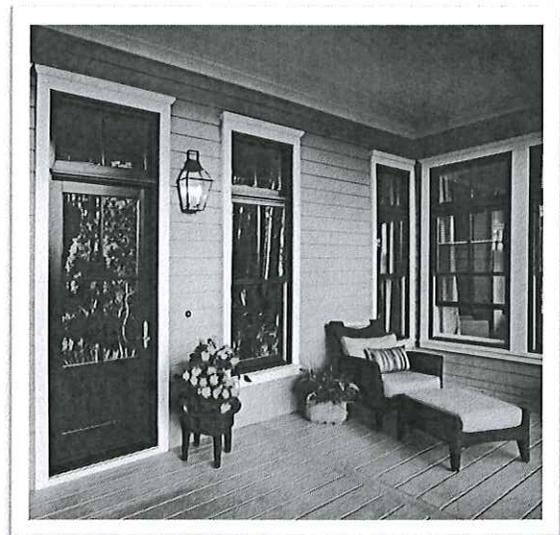
It is, and has been, a prime goal of the Master Plan and DDA Development Plans since the late 80's, that all industrial users and buildings be located in the Dexter Business and Research Park. The proposed development will remove one of the last industrial buildings from the vicinity of the downtown district and be a catalyst for redevelopment as proposed for many years.

Please see the Traffic Study results (Attachment C) submitted separately by C&A Engineers. Results from the study reveal that Grandview Commons will increase traffic; however traffic will not exceed standard level of service (LOS) D, which is considered to be an acceptable LOS.

We do not anticipate any long term negative impacts will result from the redevelopment of the site. Long term positive impacts are reduced semi-truck traffic on Baker Road and Grand Street. Short term impacts will be construction traffic and noise; however there are daily deliveries and tenant traffic currently which will cease upon the start of construction.

The character of the Grand Street and Baker Road Corridor will be dramatically improved through the demolition of an obsolete industrial building, improving the streetscape along Baker and Grand Street, adding on street parking and public sidewalk. The proposed improvements are anticipated to cost \$12-15-20 million dollars resulting in a tax increase of over \$5400,000 annually. It would be anticipated that property values in the area will increase given the improvements and the desire to invest in property redevelopment adjacent to the site. Additional police and fire service needs will occur, as they do with any population increase.

Overall the economic impact of the Grandview Commons Development will be significant not only in tax revenue, but in population to support the businesses, schools and community of Dexter.

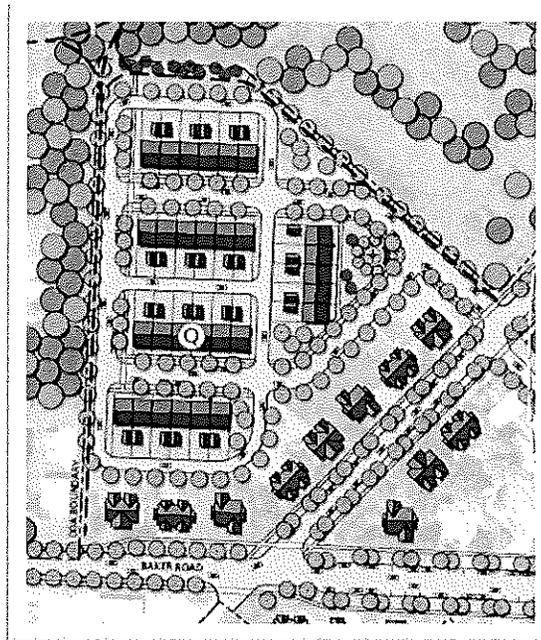


### **Conformance with the Master Plan and DDA Development Plan**

Grandview Commons is consistent with the goals and objectives provided in the Master Plan and DDA Development Plan. The following are excerpts from the City's long range planning documents.

## DDA Development Plan

- Promote the Riverfront
- Residential along pond/creek
- Downtown Brownfield Redevelopment
- Dexter as a destination
- Development of Forest, Grand, and Broad Streets to enlarge the downtown
- Dexter has been redeveloped
- All industrial land uses are relocated to industrial park and redeveloped
- Move industrial to industrial park, specifically Pilot (subject site) and Colorbok
- High Density "row houses" developed in village
- Traffic - Pedestrian connections throughout the community
- New Residential in the Downtown
- Downtown dwelling units provide patrons twenty-four hours a day seven days a week, thereby adding vitality to the district as well as creating additional demand for products and services.
- Framework Plan-Identifies additional areas appropriate for residential uses, envisioned as locations for townhouses and single or multiple family houses.



**Subject Parcel on  
Page 20 of the DDA Development Plan**

- The single and multiple family dwelling are located as a transition into the existing historical residential neighborhood on the north side of downtown and along Baker Road.

- Envisions the development of attached 2 story and one-half story or 3 story townhomes for those seeking the advantages of a downtown atmosphere.

### City of Dexter Master Plan

- Provide a desirable residential environment with diverse housing options for Village/City residents, recognizing that a viable, healthy residential component is of primary importance to the overall health and vitality of the community.
- Preserve and strengthen the existing character of the downtown area as an historic, pedestrian-scaled community, with traditional site and architectural design creating an aesthetically memorable place with vibrant streetscapes and community spaces.
- Promote safe management of disposal of all waste materials, both hazardous and non-hazardous, which are generated within or transported through the Village/City through



coordination with state and local agencies to ensure that contaminated sites are returned to an acceptable environmentally safe condition.

- Provide for a range of housing options for Village residents.
- Allow residential density levels that correspond to available infrastructure (sewer, water and roads) and adjacent land use.
- Preserve and enhance the older, small town residential character of the Village, including the promotion of the visual compatibility of residential buildings in size, setbacks and architectural features, and the provision of design transitions between different types of buildings.
- Identify and redevelop brownfield sites in cooperation with the Washtenaw County Brownfield Redevelopment Authority.
- Encourage residential or mixed-use development (including residential uses) as a buffer between adjacent residential areas and other uses within this planned area.
- Manage access to development by encouraging consolidation of curb cuts and shared driveway access.
- Integrate public gathering spaces at key points of interest and entrances to intersections within a pedestrian/non-motorized circulation system. Specifically, by promoting a connection to the future parkland and open space adjacent to the Baker Road Corridor and along the Mill Creek.
- Improve pedestrian access.
- expand walkability within the Village by installing sidewalks.
- Baker Road Corridor - Encourage a variety of housing types and higher –densities for residential infill projects and encourage redevelopment and infill development.

- Appropriate Uses – High Density Residential.

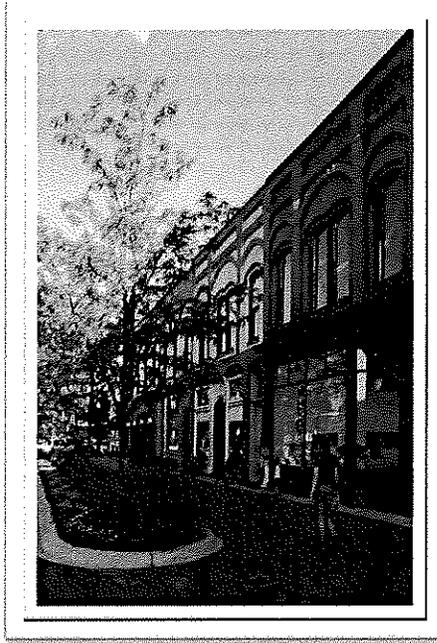
### **Brownfield Funding**

It is our intention to seek approval from the City of Dexter and Washtenaw County for assistance related to the Brownfield clean up associated with the development of Grandview Commons. Preliminary environmental reports show that prior to demolition lead and asbestos abatement will be required. Remediation work will be required to bring the property into conformance with acceptable limits.

### **Public Benefit**

Approval of a PUD requires the demonstration of public benefit. The information provided represents numerous public benefits that will be achieved through the development of Grandview Commons, including but not limited to:

- Elimination of a functionally obsolete building
- Remediation of a Brownfield site
- Demolition of the last industrial building in the downtown district
- Achievement of Master Plan Goals and Objectives
- Achievement of DDA Development Plan Goals and Objectives
- Execution of decades of long range planning
- Improved streetscapes along Baker Road and Grand Street along over 50% of the south side of the street, including public on-street parking.
- Improved infrastructure, including public sidewalks, water main along Grand Street, sanitary main along Grand Street, sewer and public and private storm system improving water quality.
- Improved storm water management and treatment
- Public Art pad at the corner of Baker and Grand.
- Public access easement and path construction to future Mill Creek Park
- Increased tax base
- Facilitates additional redevelopment
- Improves surrounding property values
- Increase in population for more economic stability for Dexter businesses
- Pedestrian crosswalk improvement at Baker Road with installation of a Rapid Flashing Beacon.
- Many more.....



## Conclusion

The information presented above, along with the supplemental studies, analysis and documentation support approval of the requested PUD Area Plan for Grandview Commons.

We look forward to discussing our vision for the redevelopment of the former Pilot Plant, answering your questions and receiving your feedback at the June 6, 2016 Planning Commission meeting.

Following approvals our anticipated Development Schedule is as follows:

June 2016 – PUD Area Plan Approval

June 2016 – Begin Brownfield Plan Preparation; Review Development Agreement

July 2016 – DDA Brownfield Plan Action

August 2016 – Final Site Plan and Development Agreement Approval

September 2016 – Project Financing

October 2016 – Begin Pre Sales

November 2016 – Submit permits

March 2017 – Start Construction

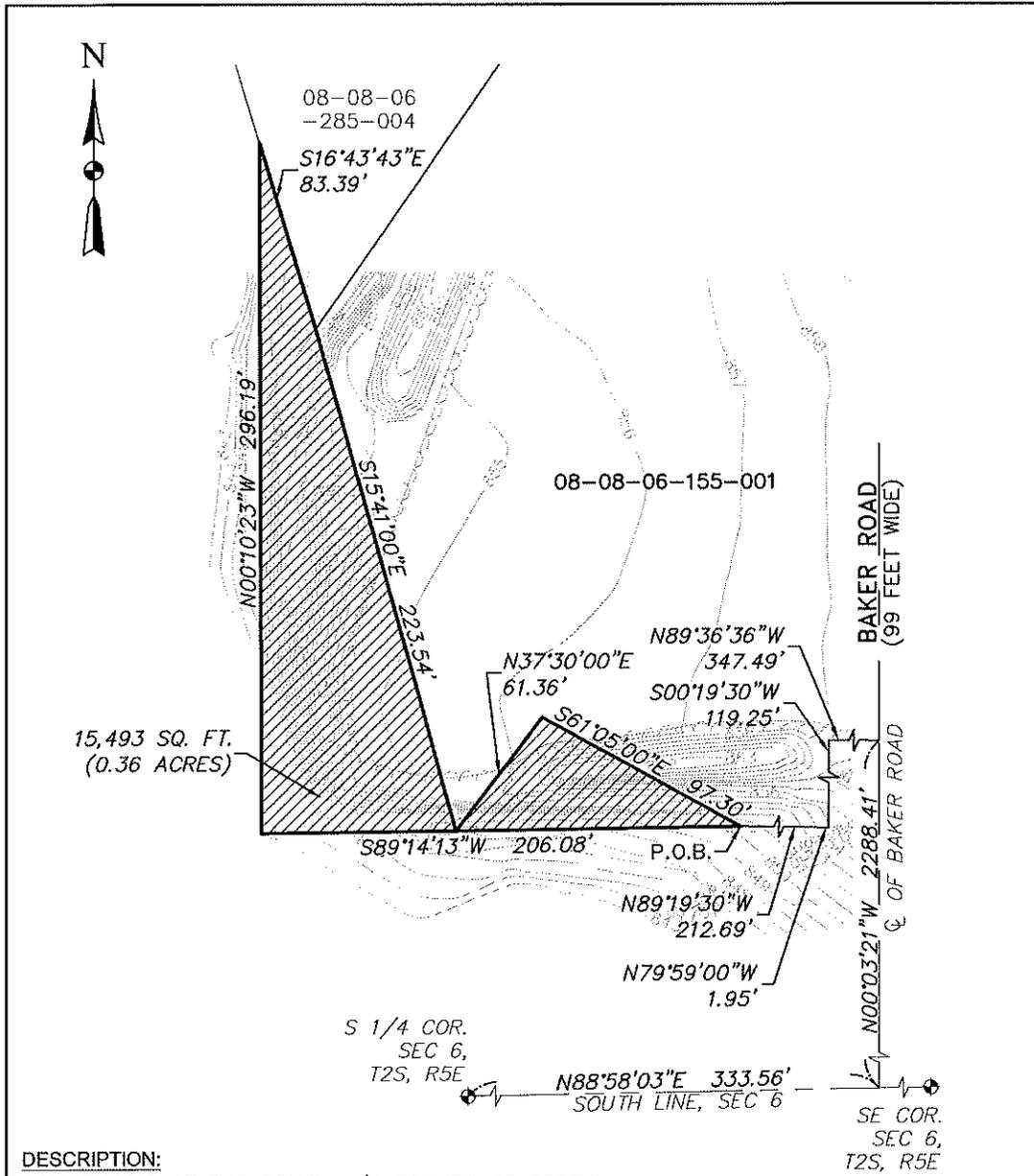
Please feel free to contact us in advance if there is additional information requested.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Brouwer". The signature is fluid and cursive, with the first name "Steve" and last name "Brouwer" clearly distinguishable.

Steve Brouwer, MMB Equities LLC



**DESCRIPTION:**

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 6, TOWN 2 SOUTH, RANGE 5 EAST, SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE N88°58'03"E 333.56 FEET ALONG THE SOUTH LINE OF SAID SECTION 6; THENCE N00°03'21"W 2288.41 FEET ALONG THE CENTERLINE OF BAKER ROAD (99 FEET WIDE); THENCE N89°36'36"W 347.49 FEET; THENCE S00°19'30"W 119.25 FEET; THENCE N79°59'00"W 1.95 FEET; THENCE N89°19'30"W 212.69 FEET TO THE POINT OF BEGINNING; THENCE S89°14'13"W 206.08 FEET; THENCE N00°10'23"W 296.19 FEET; THENCE S16°43'43"E 83.39 FEET; THENCE S15°41'00"E 223.54 FEET; THENCE N37°30'00"E 61.36 FEET; THENCE S61°05'00"E 97.30 FEET TO THE POINT OF BEGINNING, CONTAINING 0.36 ACRES, MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

NOT A BOUNDARY SURVEY

BEARING BASIS: PER ALTA/ACSM LAND TITLE SURVEY BY ARBOR LAND CONSULTANTS, INC. DATED 8-08-2007

**LEGEND**

- PROPOSED PROPERTY LINE
- - - SECTION LINE
- ⊕ SECTION CORNER
- ⊕ P.O.B. POINT OF BEGINNING

SECTION 6	CLIENT:	JOB: 1051-14-6753
T2S-R5E	A.R. BROUWER COMPANY, LLC	DATE: 9/15/2015
SCIO TOWNSHIP	PROJECT:	REV.: 1/13/2016
WASHTENAW	GRAND ST. SKETCH & DESCRIPTION	REV.: 5/6/2016
MICHIGAN	<p>Relationships   Reputation   Results 800.525.6016 www.metroca.net</p>	BOOK/CREW: BC
<p>1 inch = 60 feet</p>		DRAWN BY: NPA
		CHECK BY: MT
		SHEET: 1 OF 1



June 16, 2016

Ms. Allison Bishop, Property & Development Manager  
MMB Equities, LLC  
7444 Dexter-Ann Arbor Road, Suite F  
Dexter, Michigan 48130

**Via e-mail: [allisonbishop@arbrouwer.com](mailto:allisonbishop@arbrouwer.com)**

Re: Infiltration Basin Exploration  
Proposed Grandview Commons Residential Development  
7931 Grand Street  
Dexter, Michigan.  
AGS Project No. 16-1066

Dear Ms. Bishop:

In accordance with your request, Applied Geotechnical Services, Inc. (AGS) has completed an infiltration basin exploration for the referenced site in general accordance with Part D, Section V of the Washtenaw County Water Resources Commissioner Rules & Guidelines – Procedures & Design Criteria for Stormwater Management Systems document issued August 6, 2014. This letter report documents the field exploration procedures and presents the results of the test pits and double ring infiltration testing.

### **PROJECT BACKGROUND**

The subject site is located at 7931 Grand Street, at the southwest corner of Grand Street and Baker Road, in the City of Dexter, Washtenaw County, Michigan. We understand construction of stormwater infiltration ponds, designed as Ponds A and B, or other types of infiltration basins, are planned for the site. We further understand the infiltration ponds will be designed and constructed in general accordance with the current Washtenaw County Water Resources Commissioner (WCWRC) requirements. The infiltration basin exploration was performed to provide a basis for assessing the suitability of the subsurface conditions for the proposed infiltration ponds and for the design of the pond depths and dimensions.

At the time of our site visit, the proposed stormwater infiltration Pond A was situated in an aggregated-surfaced drive area within the eastern portion of the site and Pond B was situated with a green belt area and asphalt-surfaced parking lot within the southwestern portion of the site.

**Applied Geotechnical Services, Inc. 15798 Riverside, Livonia, MI 48154**  
**Tel: (734) 679-0379**

## **SCOPE OF SERVICES**

The infiltration basin exploration was performed by Jeff Anagnostou, P.E., C.P.G. and included the following scope of work:

1. Observation of three (3) back-hoe excavated test pits performed on June 14, 2016. The test pits were designated as Test Pit Nos. 1 through 3 and were performed at the approximate locations shown on the Schematic Test Pit Location Plan appended to this letter report. The test pits were excavated by Top Grade Excavating Company, Inc. of Manchester, Michigan using a Caterpillar Model 304C track-drive excavator with a 24-inch bucket. The test pits were extended to depths of 6 to 7 feet below the existing ground surface. The test pit logs are appended to this letter report.
2. Performance of infiltration testing in accordance with the Double-Ring Infiltrometer method. Based on the favorable soil and groundwater conditions encountered at the test pit locations, infiltration testing was performed at each of the test pit locations. The WCWRC BMP Double Ring Infiltrometer Test sheets for the infiltration tests are appended to this letter report. The infiltration testing at the locations of Test Pit Nos. 1 and 2 was performed on fine to coarse sand and gravel and silty fine to coarse sands, respectively. At the location of Test Pit No. 3, the infiltration testing was performed on fine sandy silts.

The infiltration testing was performed using a 4-inch diameter PVC centered within a 6-inch diameter PVC pipe. The PVC pipes possessed a length of 24 inches. The PVC pipes at the locations of Test Pit Nos. 1 and 2 were seated approximately 4 to 6 inches below the bottom of a small pilot hole excavated at the test location using a flat board and rubber mallet. The soil was “pre-soaked” prior to the start of testing by filling the inner pipe and the annular space between the inner and outer pipes with potable water to the top of the pipes. The drop in water level was recorded after 30 minutes and the pipes immediately refilled to the top of the pipe for a second 30 minute interval. As the water level in the inner pipe dropped more than 2 inches during the second 30 minute presoak period at the test locations, the infiltration testing at the location of Test Pit Nos. 1 and 2 was performed with 10 minute intervals. After each 10 minute interval, the drop in the water level was obtained using a tape measure and the inner pipe and annular space between the pipes immediately refilled to the top of the pipe. At the location of Test Pit No. 3, the drop in the water level within the inner pipe was less than 2 inches during the second 30 minute presoak period. Accordingly, the infiltration testing was performed at 30 minute intervals.

As shown on the WCWRC BMP Double Ring Infiltrometer Test sheets, the infiltration tests at Test Pits 2 and 3 were terminated after a “stabilized rate of drop” was obtained as evidenced by a difference in the water level drop of less than  $\frac{1}{4}$  inch between the highest and lowest reading of a minimum of four consecutive readings. At the location of Test Pit 1, highly permeable fine to coarse sand and gravel was present at the test level. The testing was terminated after the water completely drained from the inner pipe during the 30 minute presoak and 10 minute test intervals.



**Photograph I: View of Test Pit No. 1 after Double Ring Infiltration Test.**



**Photograph II: Double Ring Infiltration Test Conducted in Test Pit No. 2.**



**Photograph III: Double Ring Infiltration Test Conducted in Test Pit No. 3.**

## **RESULTS AND EVALUATION**

Approximately 24 inches of mixed crushed limestone and sand fill was encountered at the location of Test Pit No. 1. The subsoils consisted of silty fine to coarse sands to a depth of 4 feet, followed by fine to coarse sand and gravel that extended to the maximum explored depth of 6 feet.

At the location of Test Pit No. 2, clayey fine to medium sand fill containing metal, asphalt, and plastic debris was encountered to a depth of 4 feet. The subsoils consisted of silty fine to coarse sands that extended to the maximum explored depth of 7 feet.

We note Test Pit No. 3 was performed within the northwestern portion of Pond B after several attempted test pits excavated within the southern portion of Pond B encountered in excess of 8 to 9 feet of fill materials containing large concrete and metal debris, sweepers, and plastic debris. Approximately 14 inches of topsoil was encountered at the location of Test Pit No. 3. The subsoils consisted of silty fine to medium sand to an approximate depth of 4 feet, followed by fine sandy silts that extended to the maximum explored depth of 6 feet.

No groundwater seepage was encountered in any of the test pits.

As discussed above, infiltration testing was performed at the test pit locations via the Double-Ring Infiltrometer method. The calculated and design infiltration rates, based on the infiltration testing, are presented in Table 1.

**Table 1: Summary of Infiltration Test Results**

<b>Test Pit No.</b>	<b>Ave. Drop Per 10 Minute Interval (inches)</b>	<b>Calc. (Unfactored) Infiltration Rate (Inches Per Hour)</b>	<b>Design Infiltration Rates (Inches Per Hour)</b>
TP-1	18+	18+	10*
TP-2	2 $\frac{1}{8}$	12 $\frac{3}{4}$	6 $\frac{3}{8}$
TP-3	$\frac{1}{8}$	$\frac{1}{4}$	$\frac{1}{8}$

• \* WCWRC recommends maximum design infiltration rate of 10 inches per hour.

The WCWRC requires the soils below an infiltration device possess infiltration rates between 0.1 and 10 inches per hour. Therefore, we believe the native fine to coarse sands, silty fine to coarse sands, and fine sandy silts encountered at the test pit locations are suitable for properly designed infiltration devices such as infiltration ponds.

*I, Jefferey T. Anagnostou, P.E., C.P.G., a licensed professional engineer, trained in the science of soil mechanics, state that the above infiltration rate is valid and represents the soil conditions encountered on the site at the test location.*

Thank you for your use of our services. If there are any questions regarding this letter report, please do not hesitate to contact us at (734) 679-0379.

Respectfully,

**APPLIED GEOTECHNICAL SERVICES, INC.**

*Jefferey T. Anagnostou*  
 Jefferey T. Anagnostou, P.E., C.P.G.  
 Geotechnical Engineer/Principal



Encl: Schematic Test Pit Location Plan, Log of Test Pits, WCWRC BMP Double Ring Infiltrometer Test Sheets



**LOG OF TEST PITS**  
**PROPOSED GRANDVIEW COMMONS RESIDENTIAL DEVELOPMENT**  
**CITY OF DEXTER, WASHTENAW COUNTY, MICHIGAN**

<b>TEST PIT 1:</b>	<b>Date: 6-14-16</b>
<b>Ground Surface Elevation: N/A</b>	
<b>Depth Interval (feet):</b>	<b>Encountered Soil Conditions:</b>
0 – 2"	Mixed Crushed Limestone & Sand Fill
2' – 4'	Silty Fine to Coarse Sand – some gravel – occasional cobbles – moist – brown (SM-GM)
4' – 6'	Fine to Coarse Sand & Gravel – trace silt – occasional cobbles – moist – brown (GP-GM)
<b>Groundwater:</b>	Dry
<b>Remarks:</b>	Infiltration Testing Performed at ±5.0' bgs *
<b>TEST PIT 2:</b>	
<b>Date: 6-14-16</b>	
<b>Ground Surface Elevation: N/A</b>	
<b>Depth Interval (feet):</b>	<b>Encountered Soil Conditions:</b>
0 – 4"	Clayey Fine to Medium Sand Fill – occasional cobbles, metal, asphalt and plastic debris – moist – brown (SC-Fill)
4" – 7'	Silty Fine to Coarse Sand – some gravel – occasional cobbles – moist – brown (SM)
<b>Groundwater:</b>	Dry
<b>Remarks:</b>	Infiltration Testing Performed at ±6' bgs

**LOG OF TEST PITS**  
**PROPOSED GRANDVIEW COMMONS RESIDENTIAL DEVELOPMENT**  
**CITY OF DEXTER, WASHTENAW COUNTY, MICHIGAN**  
**PAGE 2 OF 2**

<b>TEST PIT 3:</b>	<b>Date: 6-14-16</b>
<b>Ground Surface Elevation: N/A</b>	
0 – 14"	Black Sandy Topsoil
14" – 4'	Silty Fine to Medium Sand – trace gravel – occasional cobbles – moist – brown (SM)
4' – 6'	Fine Sandy Silt – trace clay – mottled brown & gray (ML)
<b>Groundwater:</b>	Dry
<b>Remarks:</b>	Infiltration Testing Performed at ±5' bgs



WCWRC BMP DOUBLE RING INFILTROMETER TEST

Project # 16-1066

Project: Grandview Commons

Location: Dexter, MI

Date: 6-14-2016

Test No.: Test Pit TP-1

Test Depth: 5' BGS

Outer Ring Diam/Lgth: 6"/24" PVC Inner Ring Diam/Lgth: 4"/24" PVC

Seated Depth: 6" Hgt of Rim Above Ground: 18"

Pre-Soak 30-Min. Water Level: 18"

Pre-Soak 30-Min W.L. Drop: 18"+

Pre-Soak 60-Min. Water Level: 18"

Pre-Soak 60-Min W.L. Drop: 18"+

10 Min Water Level Drop (Refill Water to Rim After Every Reading): 18"

20 Min Water Level Drop (Refill Water to Rim After Every Reading): 18"

30 Min Water Level Drop (Refill Water to Rim After Every Reading): \_\_\_\_\_

40 Min Water Level Drop (Refill Water to Rim After Every Reading): \_\_\_\_\_

50 Min Water Level Drop (Refill Water to Rim After Every Reading): \_\_\_\_\_

60 Min Water Level Drop (Refill Water to Rim After Every Reading): \_\_\_\_\_

70 Min Water Level Drop (Refill Water to Rim After Every Reading): \_\_\_\_\_

80 Min Water Level Drop (Refill Water to Rim After Every Reading): \_\_\_\_\_

- *\*Per Part D, Section V of the Washtenaw County Water Resources Commissioner Rules & Guidelines – Procedures & Design Criteria for Stormwater Management Systems document, the last four readings represent a stabilized rate of drop (i.e., difference of 1/4" or less between the highest and lowest readings of four consecutive readings).*

Applied Geotechnical Services, Inc. 15798 Riverside, Livonia, MI 48154  
Tel: (734) 679-0379



## WCWRC BMP DOUBLE RING INFILTRMETER TEST

Project # 16-1066 Project: Grandview Commons  
Location: Dexter, MI Date: 6-14-2016  
Test No.: Test Pit TP-2 Test Depth: 6' BGS  
Outer Ring Diam/Lgth: 6"/24" PVC Inner Ring Diam/Lgth: 4"/24" PVC  
Seated Depth: 6" Hgt of Rim Above Ground: 18"  
Pre-Soak 30-Min. Water Level: 18" Pre-Soak 30-Min W.L. Drop: 9"  
Pre-Soak 60-Min. Water Level: 18" Pre-Soak 60-Min W.L. Drop: 6"  
  
10 Min Water Level Drop (Refill Water to Rim After Every Reading): 2<sup>3</sup>/<sub>4</sub>"  
20 Min Water Level Drop (Refill Water to Rim After Every Reading): 2"  
30 Min Water Level Drop (Refill Water to Rim After Every Reading): 2<sup>1</sup>/<sub>4</sub>"  
40 Min Water Level Drop (Refill Water to Rim After Every Reading): 2"  
50 Min Water Level Drop (Refill Water to Rim After Every Reading): 2<sup>1</sup>/<sub>4</sub>"  
60 Min Water Level Drop (Refill Water to Rim After Every Reading): \_\_\_\_\_  
70 Min Water Level Drop (Refill Water to Rim After Every Reading): \_\_\_\_\_  
80 Min Water Level Drop (Refill Water to Rim After Every Reading): \_\_\_\_\_

- *\*Per Part D, Section V of the Washtenaw County Water Resources Commissioner Rules & Guidelines – Procedures & Design Criteria for Stormwater Management Systems document, the last four readings represent a stabilized rate of drop (i.e., difference of 1/4" or less between the highest and lowest readings of four consecutive readings).*



WCWRC BMP DOUBLE RING INFILTROMETER TEST

Project # 16-1066 Project: Grandview Commons

Location: Dexter, MI Date: 6-14-2016

Test No.: Test Pit TP-3 Test Depth: 6' BGS

Outer Ring Diam/Lgth: 6"/24" PVC Inner Ring Diam/Lgth: 4"/24" PVC

Seated Depth: 4" Hgt of Rim Above Ground: 20"

Pre-Soak 30-Min. Water Level: 20" Pre-Soak 30-Min W.L. Drop: 1/4"

Pre-Soak 60-Min. Water Level: 20" Pre-Soak 60-Min W.L. Drop: 1/8"

30 Min Water Level Drop (Refill Water to Rim After Every Reading): 1/4"

60 Min Water Level Drop (Refill Water to Rim After Every Reading): 1/8"

90 Min Water Level Drop (Refill Water to Rim After Every Reading): 1/8"

120 Min Water Level Drop (Refill Water to Rim After Every Reading): 1/8"

150 Min Water Level Drop (Refill Water to Rim After Every Reading): \_\_\_\_\_

180 Min Water Level Drop (Refill Water to Rim After Every Reading): \_\_\_\_\_

210 Min Water Level Drop (Refill Water to Rim After Every Reading): \_\_\_\_\_

240 Min Water Level Drop (Refill Water to Rim After Every Reading): \_\_\_\_\_

- *\*Per Part D, Section V of the Washtenaw County Water Resources Commissioner Rules & Guidelines – Procedures & Design Criteria for Stormwater Management Systems document, the last four readings represent a stabilized rate of drop (i.e., difference of 1/4" or less between the highest and lowest readings of four consecutive readings).*

# 7931 GRAND COMMONS TRAFFIC IMPACT ANALYSIS

Dexter, Michigan

Prepared by:

***C&A Engineers***

119 Pere Marquette Drive, Suite 2D

Lansing, Michigan 48912

Phone: 517-925-8352

Email: [CAEngineersllc@CAEngineersllc.com](mailto:CAEngineersllc@CAEngineersllc.com)

May 2016

## Table of Contents

	<b>Page</b>
<b>I. Introduction</b>	<b>1</b>
Project Description	1
Study Area	1
Roadway System & Intersections	1
<b>II. Existing Conditions</b>	<b>4</b>
Existing Traffic Volumes	4
Traffic Signal Warrant Analysis	4
Safety Analysis	6
Traffic Analysis Methodology	6
Existing Level of Service Analysis	7
<b>III. Background Conditions</b>	<b>7</b>
Background Traffic Volumes	7
<b>IV. Future Site Conditions</b>	<b>8</b>
Trip Generation	8
Trip Assignment & Trip Distribution	8
Future Traffic Level of Service Analysis	10
Proposed Site Access	10
<b>V. Conclusions &amp; Recommendation</b>	<b>11</b>
Recommendations	11
<b>Appendix – Supplemental Information</b>	
Vehicle Turning Movement Surveys	
LOS Computations (Synchro Printouts)	
SEMCOG Historical Crash Data	
Warrant Analysis	
SEMCOG Data Crash Data	

## List of Tables

<b>Table</b>	<b>Title</b>	<b>Page</b>
1	Level of Service Criteria (Signalized Intersection)	6
2	Level of Service Criteria (Un-Signalized Intersection)	6
3	Level of Service (LOS) Summary – Existing Conditions	7
4	ITE Trip Generation Characteristics	8
5	Level of Service (LOS) Summary – Future Conditions	10

## List of Figures

<b>Figure</b>	<b>Title</b>	<b>Page</b>
1	Project Location Map	2
2	Site Plan	3
3	Existing Traffic – Peak Hours	5
4	Future Traffic – PM Peak Hours	9

## I. INTRODUCTION

### Project Description

This study determines and evaluates the traffic impacts associated with the proposed 7931 Grand Commons (Development) located in the southwest quadrant of the Grand Street and Baker Road intersection, in the City of Dexter, Washtenaw County, Michigan. (See Figure 1).

The proposed development will contain approximately eighty (80) dwelling units. Construction is expected to be completed by in 2017. The development will be condo and townhomes.

### Study Area

The scope of work contained in this report is as follows:

- ✚ Analysis of traffic conditions on the adjoining street system which will include the following:
  - Grand Street
  - Baker Road.
- ✚ Projection of future traffic volumes to be generated by the proposed development.
- ✚ Evaluation of the impact of future traffic volumes at the intersections of Grand Street and Baker Road.
- ✚ Evaluation of the driveway entrances off of both Grand Street and Baker Road.
- ✚ Determination of what roadway and traffic control improvements, if any, will be needed to accommodate future traffic volumes.

This section describes the existing roadway system and analyzes existing intersection operations in the vicinity of the project site.

### Roadway System & Intersections

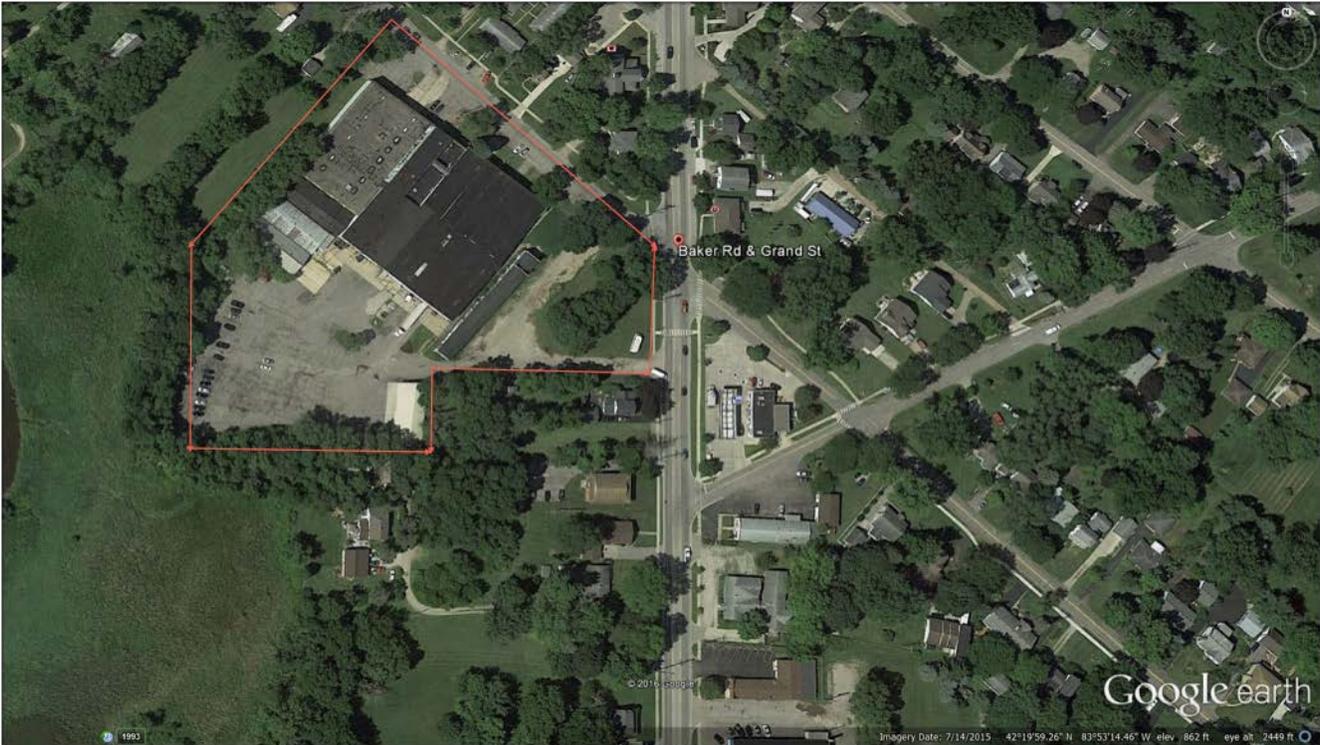
The transportation systems serving the site includes Grand Street (east/west) and Baker Road (north/south). Various other minor arterials, collectors and local access streets are also present in the area.

Baker Road – in the vicinity of the development is a three (3) lane north/south roadway. It is under the jurisdiction of City of Dexter. Baker Road is a bituminous roadway with curb and gutter on both sides, and parking on both sides the roadway north of Grand Street. The speed limit is 25 MPH.

Grand Street – in the vicinity of the development is a two (2) lane southeast/northwest roadway. It is under the jurisdiction of the City of Dexter. Grand Street is a bituminous roadway with no curb and gutter. The speed was not posted, assumed to be 25 MPH.

### Intersections

Grand Street and Baker Road – is a three (3) lane north/south roadway with one (1) thru-right lane and one (1) left-turn only lane on the both approaches. Grand Street is a two (2) lane southeast/northwest roadway. The intersection is un-signalized.



**Figure 1: Project Location Map**

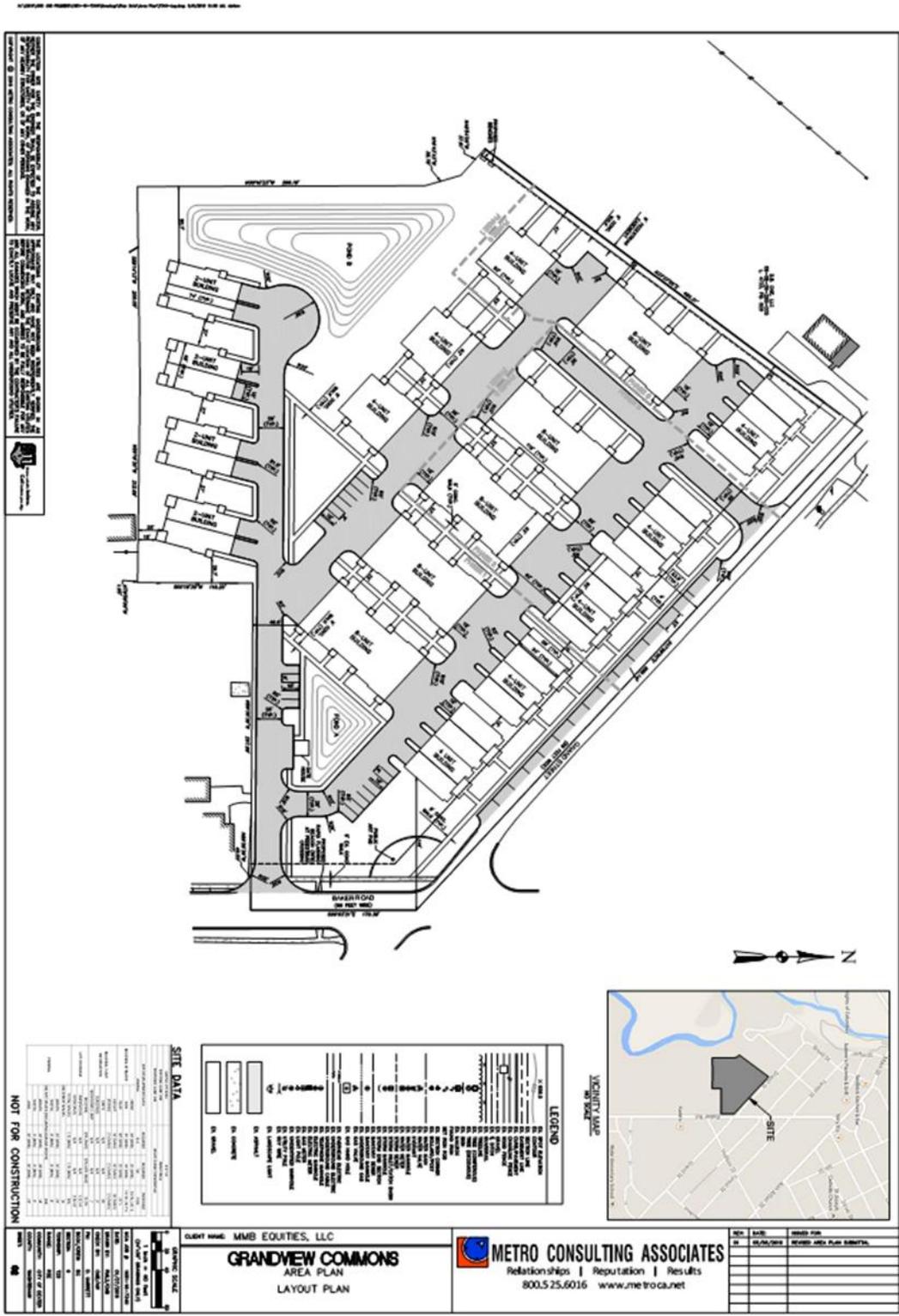


Figure 2: Site Plan

## II. EXISTING CONDITIONS

**Existing Traffic Volumes** - C&A Engineers conducted peak-hour vehicular turning movement surveys at the intersections of Grand Street and Baker Road on January 13, 2016. The AM and PM peak periods on the adjoining road system are 7:30 AM – 8:30 AM and 5:00 PM – 6:00 PM, respectively. Figure 3 displays the existing peak period traffic volumes, lane configurations, and traffic control devices at each study intersection, both intersections are un-signalized.

A field review was conducted along the corridor to gather all pertinent information including the lane width and geometry, posted speed limits, intersection widths, travel distance between intersections, restrictions, and pedestrian facilities.

**Traffic Signal Warrant Analysis** - A traffic signal warrant study was conducted to determine whether a signal is warranted at the intersection of Grand Street & Baker Road.

There are eight studies and factors used in warranting the use of a traffic control signal. Traffic control signal should not be installed unless one or more of the signal warrants in the Michigan Manual of Uniform Traffic Control Devices are met. Information should be obtained by means of engineering studies and compared with the requirements set forth in the warrants. C& A Engineers conducted a signal warrant analysis using newly collected traffic counts at the subject intersection. Below is an outline of applicable warrants analyzed;

**Warrant 1**, requires one of two conditions to be satisfied. The Minimum Vehicular Volume, Condition A, is intended for application at locations where a large volume of intersecting traffic is the principle reason to consider installing a traffic signal. The minimum vehicular volume condition for rural environments and/or smaller municipalities is 70 percent of the requirement for urban conditions. The Interruption of Continuous Traffic, Condition B, is intended for application at location where condition A is not satisfied and where a very high volume of major street traffic restricts entry of cross-street traffic, causing excessive delay. If neither condition is satisfied, a combination of conditions A and B can be applied, but only after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems.

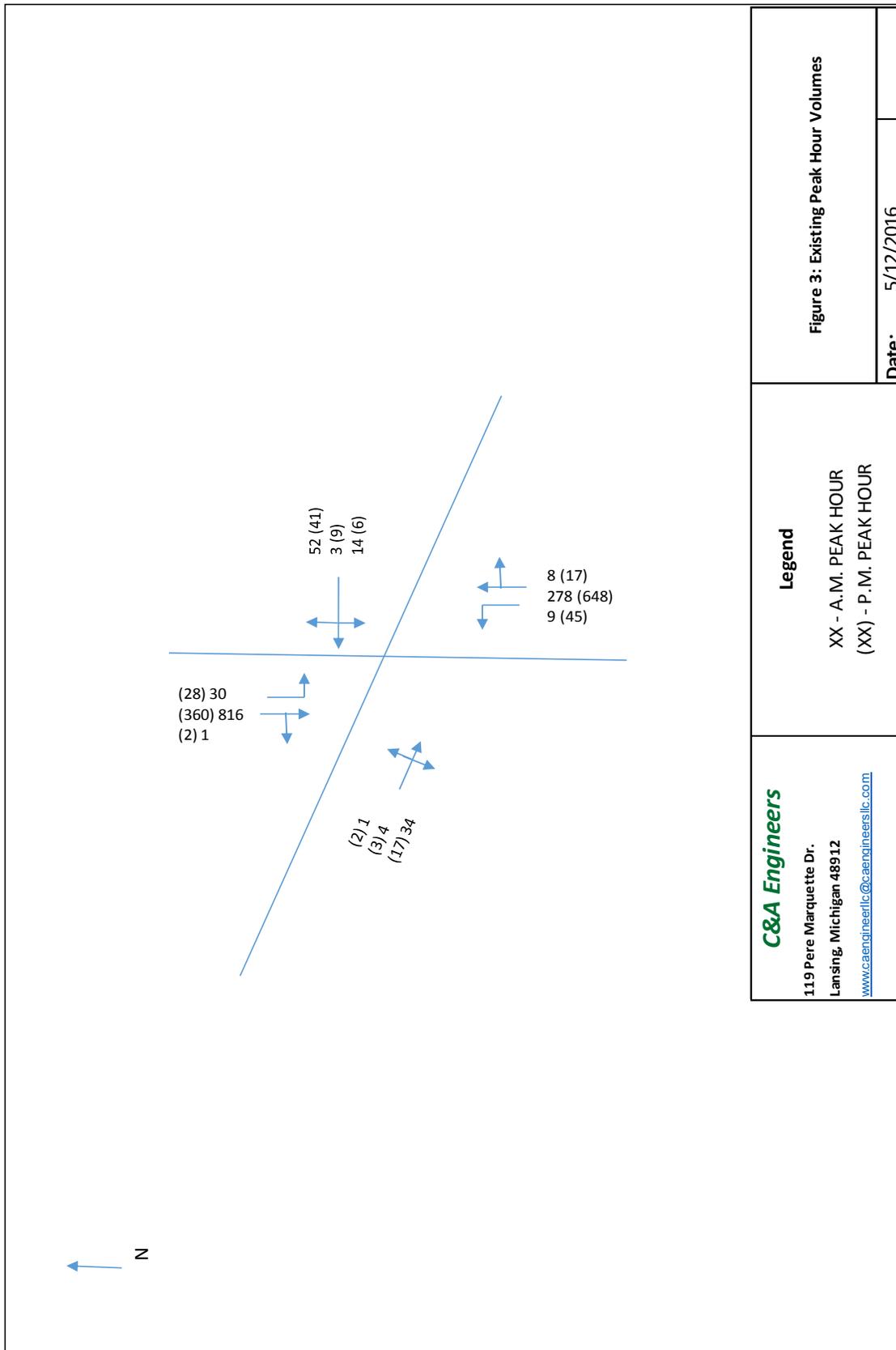
**Warrant 2**, is intended to be used where the volumes of intersecting traffic is the principle reason to consider signalization.

**Warrant 3**, is intended for application where traffic conditions are such that, for minimum one hour of the day, minor street traffic suffers excessive delay entering the major street.

Warrants 4 through 8 are typically reserved for specific situations. These are:

- **Warrant 4**- High Pedestrian Volumes.
- **Warrant 5**- School Crossing Locations.
- **Warrant 6**- Coordinated signal System- for placement between two widely space signals in a system to regulate traffic.
- **Warrant 7**- Crash Experience- for safety improvement at a high crash location.
- **Warrant 8**- Roadway Network- allows installation of traffic signals at some intersections to encourage concentration and organization of traffic flow networks.

In January 2016, traffic counts were taken at the above location. Warrants 1A was analyzed first. This warrant is most commonly used and approved by City of Dexter; it is focused on the conflict caused by high volumes of intersecting traffic. To satisfy this warrant the major and minor road volumes must exceed the minimum requirements for a total of at least eight hours. Therefore, the location did not meet warrant 1A, and can be seen in Appendix with the rest of warrant. Also, adding the trips generating for all the developments will not meet any signal warrant.



**Safety Analysis** - Crash data was collected for a three-year period from January 1, 2010 through December 31, 2014 for Baker Rd from WB I-94 Off-Ramp to Dexter/Ann Arbor Road. The data was obtained from SEMCOG. For this segment of roadway, there was an annual average of 25 crashes reported within this time period. At the intersection of Baker Rd & Grand St, there was an annual average of 2 crashes reported. Based on the SEMCOG statistical data obtained, the intersection is ranked number 24<sup>th</sup> the High-Frequency Crash Locations list in Dexter, Michigan

**Traffic Analysis Methodology** - To determine the operating conditions of an intersection or roadway, the concept of level of service (LOS) is commonly used. The LOS grading system is a rating scale ranging from LOS "A" to LOS "F", where LOS "A" represents free-flow conditions and LOS "F" represents congested or jammed conditions. A unit of measure, such as vehicle delay, generally accompanies the LOS designation. For this study, the Transportation Research Board's Highway Capacity Manual (2010) signalized and un-signalized methodologies were utilized. For each, operations are defined by the average control delay per vehicle (measured in seconds). This incorporates delay associated with deceleration and acceleration, stopping, and moving up in the queue. Tables 1 and 2 relate the average control delay with each level of service category. For signalized intersections, the delay is typically represented as an average per vehicle for the total intersection. For un-signalized intersections, the delay is typically represented for each movement from the minor approaches only. Throughout this report, the average control delay per vehicle will be referred to as average delay. Operations during peak hours of LOS "D" or better are considered acceptable.

**Table 1: Level of Service Criteria (Signalized Intersection)**

LOS	Control Delay per Vehicle (second)
A	<10
B	10 TO 20
C	20 TO 35
D	35 TO 50
E	50 TO 80
F	>80

Source: TRB HCM 2010

**Table 2: Level of Service Criteria (Un-Signalized Intersection)**

LOS	Delay (Seconds/Vehicle)
A	<10
B	10 TO 15
C	15 TO 25
D	25 TO 35
E	35 TO 50
F	>50

Source: TRB HCM 2010

**Existing Levels of Service Analysis - LOS** are expressed in a range from “A” to “F,” with “A” being the highest LOS and “F” representing the lowest LOS. Level of service “D” is considered the minimum acceptable LOS in an urban area. Tables 1 & 2, shows the thresholds for levels of service “A” through “F” for signalized and un-signalized intersections, respectively. All level of service computations contained in this report were based upon the Synchro 9 software “*Synchro Studio, is a complete software package for modeling, optimizing, managing and simulating traffic systems*”. Delay per vehicle includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay.

Table 3 summarizes the results of the weekday peak hour intersection analysis for the Existing Conditions. Detailed LOS calculations are provided in the Appendix.

**Table 3: Existing Level of Service (LOS) Summary**

ID	Intersection	Traffic Control Method	Movement	Existing Condition							
				AM Peak Hour				PM Peak Hour			
				Veh Delay	LOS	Appr Veh Delay	Appr LOS	Veh Delay	LOS	Appr Veh Delay	Appr LOS
1	Baker Rd at Grand St	Un-Signalized	EB	33.2	D			25.5	D		
			WB	52.1	F			42.5	E		
			NB Left	11.6	B	0.4	A	8.8	A	0.6	A
			NB Thru-Right	0.0	A			0.0	A		
			SB Left	8.4	A	0.3	A	10.5	B	0.6	A
			SB Thru-Right	0.0	A			0.0	A		

Notes: For unsignalized intersections, the delay values are for the critical minor approach. For signals, the delay values are the overall delay. Delay is expressed in seconds per vehicle. LOS = Level of the delay values are the overall delay.

The results of the existing conditions analysis for the study intersection indicate that all study intersections and approaches currently operate at acceptable LOS D or better, with the exception of northwest bound approach on Grand Street, during both the AM and PM peaks which operate at level of service F and E, respectively. These movement periodically experiences long vehicles delay and queues.

**III. Background Traffic Volumes**

**Background Traffic Volumes** - In order to determine the applicable growth rate for the existing traffic volumes to projected build-out, historical traffic count data and population forecasts publish by SEMCOG were referenced. SEMCOG data indicated that traffic volume in the study area will experience growth by 2020. However, the traffic data collected indicated that traffic has decreased during the peak hours since 2009. Based on this data, and since the proposed development is scheduled to open in the 2017 the background without the proposed development is assumed to be equal to existing condition and it was added to the build condition.

#### IV. Future Site Conditions

This section evaluates the impacts of the proposed project on existing traffic operations in the vicinity of the project site.

**Trip Generation** - The trip generation rates and volumes used for this analysis were obtained from information published in the Institute of Trip Generation Manual, 9th Edition. This manual is a nationally recognized resource for determining trip generation characteristics for Apartments development and many other land uses.

For the future analysis, the Resd. Condo/Townhouse (Land Use Category 230) was used, based on the number of dwellings units of the proposed development. Resd. Condo/Townhouse (Land Use Category 230) represents the trip making characteristics of this development. The development is estimated to generate 378 daily trips and 29 trips in the AM Peak and 34 trips in the PM peak, which is summarized in Table 4. According to the ITE Trip Generation Manual (9<sup>th</sup> Edition), ITE does not provide data on pass-by trips for Resd. Condo/Townhouse categories.

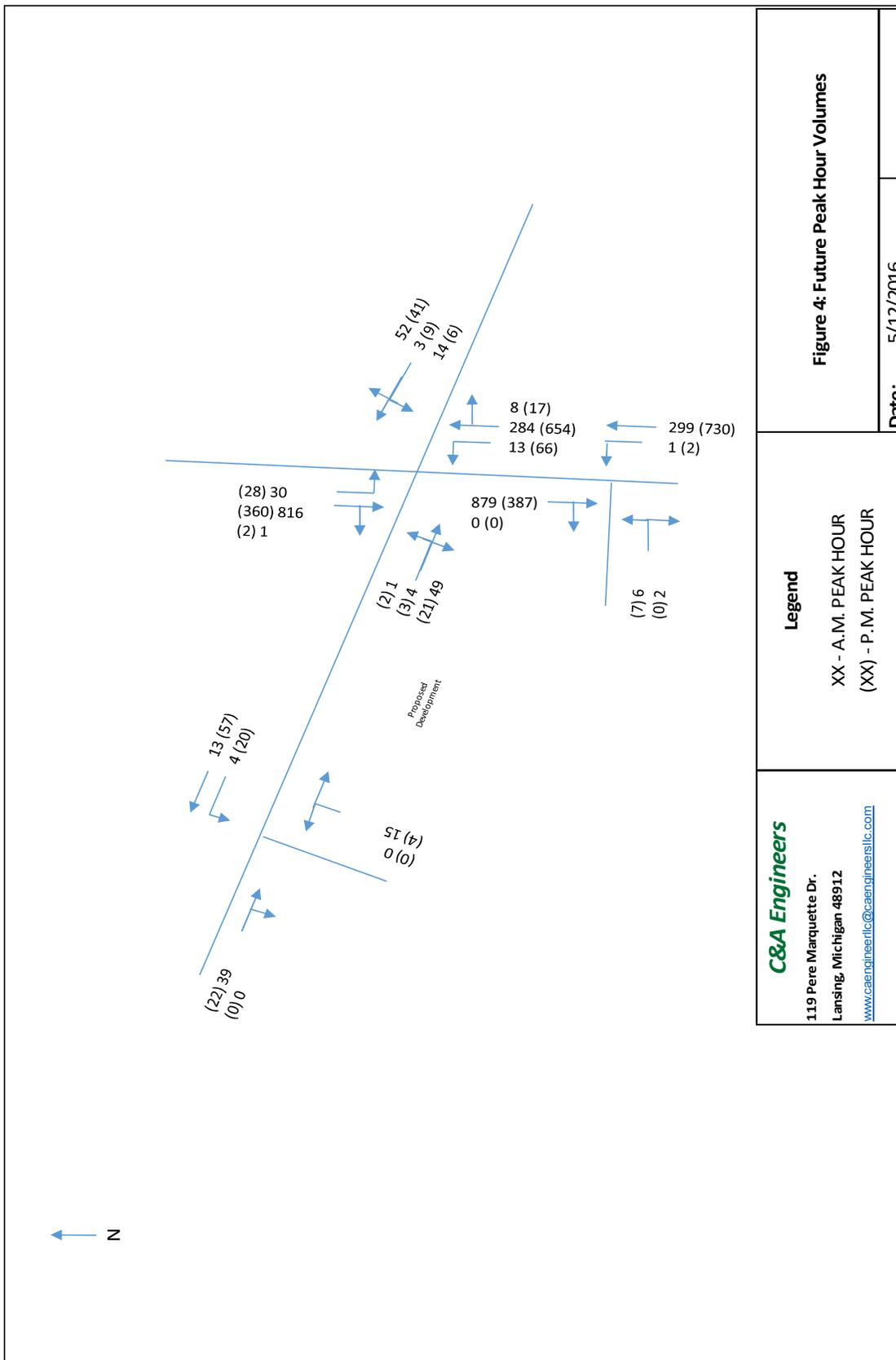
**Table 4: Trip Generation Characteristics - Resd. Condo/Townhouse 230 (DU)**

*DU	A.M. Peak Hour			P.M. Peak Hour			Daily
	Generated Trips	Directional Distribution		Generated Trips	Directional Distribution		
		17% IN	83% OUT		67% IN	33% OUT	
68	29	5	24	34	23	11	378

\* DU - Dwelling Units

**Trip Assignment and Trip Distribution** - Traffic expected to be generated by a project must be distributed and assigned to the roadway system so that the impacts of the proposed project on roadway links and intersections within the study area can be analyzed. After an estimate of the total traffic into and out of the site has been made, that traffic must be distributed and assigned to the roadway system. The trip distribution step produces estimates of trip origins and destinations. The assignment step produces estimates of the amount of site traffic that will use certain access routes between their origin and destination.

The vehicle trips that would be generated by the development were assigned to the study road network based on existing peak hour traffic patterns and the methodologies published by ITE. The traffic volumes from the development using these assignment and distribution parameters. The site-generated vehicle trips were assigned to the study road network based on this trip distribution model as shown on are shown on Figure 4.



**Future Traffic Level of Service Analysis** - The results of the Future conditions analysis for the study intersection indicate that all the approaches currently operate at acceptable LOS D or better, with the exception of both approaches on Grand Street, during the AM peak hour, and the northwest bound Grand Street approach, during the PM peak hour. These movements periodically experience long vehicle delay and queues. The level of service analysis for the future condition is summarized in Table 6.

**Table 5: Future Level of Service (LOS) Summary**

ID	Intersection	Traffic Control Method	Movement	2017 Future Condition							
				AM Peak Hour				PM Peak Hour			
				Veh Delay	LOS	Appr Veh Delay	Appr LOS	Veh Delay	LOS	Appr Veh Delay	Appr LOS
1	Baker Rd at Grand St	Un-Signalized	EB	36.3	E			16.6	D		
			WB Thru-Right	68.9	F			49.0	E		
			NB Left	11.6	B	0.5	A	9.0	A	0.9	A
			NB Thru-Right	0.0	A			0.0	A		
			SB Left	8.4	A	0.3	A	25.9	D	0.6	A
			SB Thru-Right	0.0	A			10.5	B		
2	Grand St. Drive	Un-Signalized	NEB Left-Right	8.6	A			8.4	A	25.9	
			NWB Thru	0.0	A	1.7	A	0.0	A	2.4	A
			NWB LEFT	7.3	A			7.3	A		
			SEB Thru-Right	0.0	A			0.0	A		
3	Baker Rd. Drive	Un-Signalized	EB Left	17.4	C	17.2	C	16.3	C	16.3	C
			EB Right	16.6	C			0.0	A		
			NB Left	10.0	B	0.0	A	8.2	A	0.0	A
			NB Thru	0.0	A			0.0	A		
			SB Thru-Right	0.0	A						

Notes: For unsignalized intersections, the delay values are for the critical minor approach. For signals, the delay values are the overall delay. Delay is expressed in seconds per vehicle. LOS = Level of the delay values are the overall delay.

**Proposed Site Access** - The proposed site layout includes two access drives to the site, one (1) on Grand Street and one existing (1) on Baker Road. The Baker Road Drive is located approximately 200 feet south of the Grand Street & Baker Street intersection, Grand Street Drive will be located approximately 600 feet west of the Grand Street & Baker Street intersection. The placement and the geometry of both drives should be designed in accordance with the standards set forth by City of Dexter (See appendix).

## V. Conclusions & Recommendations

The proposed development will have minimal if any impact on the traffic operations of Baker Road and Grand Street. A review of operations on Grand Street & Baker Road intersection approaches, using existing and future conditions indicates that the level of service (LOS) will remain the same, except for the southeast bound approach on Grand Street (LOS E), during the PM peak period and the northwest bound approach on Grand Street (LOS F), during both the AM and PM peak periods.

**Recommendations** - The findings of this study give rise to the following recommendations:

- ✚ The existing Baker Road Drive and proposed Grand Drive be designed and constructed per City of Dexter Standards & Specifications.
- ✚ The Baker Road Access shall be reconfigured such that the driveway radius does not encroach onto the existing property to the south.

## Appendix - Supplemental Information

Vehicle Turning Movement Surveys  
LOS Computations (Synchro Printouts)  
SEMCOG Historical Crash Data  
Warrant Analysis  
SEMCOG Data Crash Data

**Intersection**

Int Delay, s/veh 6

Movement	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SET	SER	NWL	NWT	NWR
Traffic Vol, veh/h	9	278	8	30	816	1	1	4	34	14	3	52
Future Vol, veh/h	13	284	8	30	816	1	1	4	49	14	3	52
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	250	-	-	250	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	69	70	80	82	69	75	75	83	69	67	90	60
Heavy Vehicles, %	10	10	10	10	10	10	10	10	10	10	10	10
Mvmt Flow	19	406	10	37	1183	1	1	5	71	21	3	87

Major/Minor	Major1	Major2	Minor2	Minor1								
Conflicting Flow All	1184	0	0	416	0	0	1749	1709	1183	1742	1705	411
Stage 1	-	-	-	-	-	-	1256	1256	-	448	448	-
Stage 2	-	-	-	-	-	-	493	453	-	1294	1257	-
Critical Hdwy	4.2	-	-	4.2	-	-	7.2	6.6	6.3	7.2	6.6	6.3
Critical Hdwy Stg 1	-	-	-	-	-	-	6.2	5.6	-	6.2	5.6	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.2	5.6	-	6.2	5.6	-
Follow-up Hdwy	2.29	-	-	2.29	-	-	3.59	4.09	3.39	3.59	4.09	3.39
Pot Cap-1 Maneuver	562	-	-	1101	-	-	64	87	222	65	87	624
Stage 1	-	-	-	-	-	-	202	234	-	575	559	-
Stage 2	-	-	-	-	-	-	543	557	-	192	234	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	562	-	-	1101	-	-	51	81	222	40	81	624
Mov Cap-2 Maneuver	-	-	-	-	-	-	51	81	-	40	81	-
Stage 1	-	-	-	-	-	-	195	226	-	556	540	-
Stage 2	-	-	-	-	-	-	449	538	-	124	226	-

Approach	NB	SB	SE	NW
HCM Control Delay, s	0.5	0.3	36.3	68.9
HCM LOS			E	F

Minor Lane/Major Mvmt	NBL	NBT	NBR	NWLn1	SELn1	SBL	SBT	SBR
Capacity (veh/h)	562	-	-	158	190	1101	-	-
HCM Lane V/C Ratio	0.034	-	-	0.702	0.406	0.033	-	-
HCM Control Delay (s)	11.6	-	-	68.9	36.3	8.4	-	-
HCM Lane LOS	B	-	-	F	E	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	4.1	1.8	0.1	-	-

Intersection													
Int Delay, s/veh	3.7												

Movement	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SET	SER	NWL	NWT	NWR
Traffic Vol, veh/h	45	648	17	28	360	2	2	3	17	6	9	41
Future Vol, veh/h	66	654	17	28	360	2	2	3	21	6	9	41
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	250	-	-	250	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	69	70	80	82	69	75	75	83	69	67	90	60
Heavy Vehicles, %	10	10	10	10	10	10	10	10	10	10	10	10
Mvmt Flow	96	934	21	34	522	3	3	4	30	9	10	68

Major/Minor	Major1			Major2			Minor2			Minor1		
Conflicting Flow All	524	0	0	956	0	0	1766	1738	523	1744	1729	945
Stage 1	-	-	-	-	-	-	591	591	-	1136	1136	-
Stage 2	-	-	-	-	-	-	1175	1147	-	608	593	-
Critical Hdwy	4.2	-	-	4.2	-	-	7.2	6.6	6.3	7.2	6.6	6.3
Critical Hdwy Stg 1	-	-	-	-	-	-	6.2	5.6	-	6.2	5.6	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.2	5.6	-	6.2	5.6	-
Follow-up Hdwy	2.29	-	-	2.29	-	-	3.59	4.09	3.39	3.59	4.09	3.39
Pot Cap-1 Maneuver	1003	-	-	688	-	-	62	83	538	65	84	307
Stage 1	-	-	-	-	-	-	480	482	-	237	268	-
Stage 2	-	-	-	-	-	-	225	264	-	469	481	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1003	-	-	688	-	-	39	71	538	53	72	307
Mov Cap-2 Maneuver	-	-	-	-	-	-	39	71	-	53	72	-
Stage 1	-	-	-	-	-	-	434	458	-	214	242	-
Stage 2	-	-	-	-	-	-	152	239	-	417	457	-

Approach	NB	SB	SE	NW
HCM Control Delay, s	0.8	0.6	25.9	49
HCM LOS			D	E

Minor Lane/Major Mvmt	NBL	NBT	NBR	NWLn1	SELn1	SBL	SBT	SBR
Capacity (veh/h)	1003	-	-	165	209	688	-	-
HCM Lane V/C Ratio	0.095	-	-	0.529	0.176	0.05	-	-
HCM Control Delay (s)	9	-	-	49	25.9	10.5	-	-
HCM Lane LOS	A	-	-	E	D	B	-	-
HCM 95th %tile Q(veh)	0.3	-	-	2.6	0.6	0.2	-	-

**Intersection**

Int Delay, s/veh 2.2

Movement	SET	SER	NWL	NWT	NEL	NER
Traffic Vol, veh/h	39	0	0	13	0	0
Future Vol, veh/h	39	0	4	13	0	15
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	75	-	0	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	42	0	4	14	0	16

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	-	42
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	0	1567
Stage 1	-	0	-
Stage 2	-	0	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1567
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	SE	NW	NE
HCM Control Delay, s	0	1.7	8.6
HCM LOS			A

Minor Lane/Major Mvmt	NELn1	NELn2	NWL	NWT	SET
Capacity (veh/h)	-	1029	1567	-	-
HCM Lane V/C Ratio	-	0.016	0.003	-	-
HCM Control Delay (s)	0	8.6	7.3	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	-	0	0	-	-

**Intersection**

Int Delay, s/veh 1.7

Movement	SET	SER	NWL	NWT	NEL	NER
Traffic Vol, veh/h	22	0	0	56	0	0
Future Vol, veh/h	22	0	20	57	0	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	75	-	0	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	24	0	22	62	0	4

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	-	24
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.12
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.218
Pot Cap-1 Maneuver	-	0	1591
Stage 1	-	0	-
Stage 2	-	0	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1591
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	SE	NW	NE
HCM Control Delay, s	0	1.9	8.4
HCM LOS			A

Minor Lane/Major Mvmt	NELn1	NELn2	NWL	NWT	SET
Capacity (veh/h)	-	1052	1591	-	-
HCM Lane V/C Ratio	-	0.004	0.014	-	-
HCM Control Delay (s)	0	8.4	7.3	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	-	0	0	-	-

**Intersection**

Int Delay, s/veh 0.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Traffic Vol, veh/h	0	0	0	295	864	0
Future Vol, veh/h	6	2	1	299	879	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	75	0	75	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	7	2	1	325	955	0

Major/Minor	Minor2	Major1	Major2
Conflicting Flow All	1282	955	0
Stage 1	955	-	-
Stage 2	327	-	-
Critical Hdwy	6.42	6.22	4.12
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	2.218
Pot Cap-1 Maneuver	182	313	720
Stage 1	374	-	-
Stage 2	731	-	-
Platoon blocked, %			-
Mov Cap-1 Maneuver	182	313	720
Mov Cap-2 Maneuver	296	-	-
Stage 1	374	-	-
Stage 2	730	-	-

Approach	EB	NB	SB
HCM Control Delay, s	17.2	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT
Capacity (veh/h)	720	-	296	313	-
HCM Lane V/C Ratio	0.002	-	0.022	0.007	-
HCM Control Delay (s)	10	-	17.4	16.6	-
HCM Lane LOS	B	-	C	C	-
HCM 95th %tile Q(veh)	0	-	0.1	0	-

**Intersection**

Int Delay, s/veh 0.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Traffic Vol, veh/h	0	0	0	710	383	0
Future Vol, veh/h	7	0	2	730	387	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	75	0	75	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	8	0	2	793	421	0

Major/Minor	Minor2	Major1	Major2
Conflicting Flow All	1219	421	0
Stage 1	421	-	-
Stage 2	798	-	-
Critical Hdwy	6.42	6.22	4.12
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	2.218
Pot Cap-1 Maneuver	199	632	1138
Stage 1	662	-	-
Stage 2	443	-	-
Platoon blocked, %			-
Mov Cap-1 Maneuver	199	632	1138
Mov Cap-2 Maneuver	327	-	-
Stage 1	662	-	-
Stage 2	442	-	-

Approach	EB	NB	SB
HCM Control Delay, s	16.3	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT
Capacity (veh/h)	1138	-	327	-	-
HCM Lane V/C Ratio	0.002	-	0.023	-	-
HCM Control Delay (s)	8.2	-	16.3	0	-
HCM Lane LOS	A	-	C	A	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

## Eight Hour Manual & Turning Traffic Counts Summary

**Location:** Baker Rd at Grand St

**Date:** 1/13/2016

**Day of Week:** Wednesday

**Weather:** Cloudy

**Analyst:** Mike Henderson

Interval starts	Southbound			South-Westbound			Northbound			North-Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
07:00	3	93	0	2	11	0	3	73	1	2	5	0	193
07:15	7	169	0	0	0	4	4	38	1	0	1	5	229
07:30	4	220	0	4	1	4	4	43	0	0	0	8	288
07:45	9	200	0	2	1	12	3	75	1	0	1	14	318
08:00	11	206	0	6	1	17	1	92	5	0	3	6	348
08:15	6	190	1	2	0	19	1	68	2	1	0	6	296
08:30	7	117	0	0	2	3	2	64	1	0	1	4	201
08:45	5	120	0	0	0	3	1	49	1	0	0	3	182
	847			69			295			39			
Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right		
11:00	4	79	1	1	3	1	4	56	1	0	0	4	154
11:15	6	76	0	2	1	4	1	51	0	0	0	1	142
11:30	6	85	2	1	0	3	2	77	3	0	1	3	183
11:45	4	68	0	0	0	4	3	78	2	0	1	4	164
12:00	2	63	2	0	2	7	1	82	1	1	1	6	168
12:15	3	87	1	1	1	7	5	63	2	1	0	4	175
12:30	1	62	0	2	3	3	5	64	6	0	1	3	150
12:45	1	62	0	1	2	5	1	68	0	0	1	3	144
	615			54			576			35			
Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right		
15:00	7	70	1	6	0	17	3	148	4	1	0	3	260
15:15	5	70	0	4	3	21	6	160	1	1	0	5	276
15:30	6	82	1	0	0	14	1	140	1	2	0	1	248
15:45	4	55	0	2	2	10	4	134	1	1	0	4	217
16:00	5	76	2	1	1	5	4	136	1	1	3	3	238
16:15	1	84	1	2	0	7	3	164	4	0	0	6	272
16:30	5	77	0	2	2	13	8	191	3	0	1	11	313
16:45	3	82	1	6	0	5	11	161	2	1	0	5	277
17:00	8	74	1	1	1	13	8	163	2	1	2	4	278
17:15	4	77	0	2	3	9	21	150	2	0	0	5	273
17:30	11	90	0	0	3	11	9	162	3	1	1	2	293
17:45	5	119	1	3	2	8	7	173	10	0	0	6	334
18:00	6	69	1	2	0	18	2	125	5	0	0	4	232
18:15	2	55	0	2	1	9	5	137	3	0	0	5	219
18:30	5	65	0	1	0	7	3	130	1	0	1	3	216
18:45	5	39	0	5		7	4	129	1	0	0	1	191

**Intersection AM Peak Hour: 07:30 -08:30**

Interval starts	SouthBound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Vehicle Total	30	816	1	14	3	52	9	278	8	1	4	34	1250
Factor	0.68	0.99	0.25	0.58	0.38	0.76	0.56	0.76	0.40	0.25	0.33	0.61	
Approach Factor	0.98			0.72			0.75			0.65			

**Intersection Off Peak Hour: 11:30-12:30**

Interval starts	SouthBound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Vehicle Total	15	303	5	2	3	21	11	300	8	2	3	17	690
Factor	0.63	0.87	0.63	0.50	0.38	0.75	0.55	1.19	0.67	0.50	0.75	0.71	
Approach Factor	0.87			0.72			0.95			0.69			

**Intersection PM Peak Hour: 17:00 -18:00**

Interval starts	SouthBound			Westbound			Northbound			Eastbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
Vehicle Total	28	360	2	6	9	41	45	648	17	2	3	17	1178
Factor	0.64	0.76	0.50	0.50	0.75	0.79	0.54	0.94	0.43	0.50	0.38	0.71	
Approach Factor	0.78			1.00			0.93			0.79			

Riley at Fairview

## Washtenaw County Road Commission

### 0080712009 Weekly Volume Report - Mon 09/21/2009 - Sun 09/27/2009

<b>Location ID:</b>	0080712009
<b>Located On:</b>	Baker Rd
<b>Direction:</b>	NB
<b>Community:</b>	Scio Twp
<b>AADT:</b>	6190

<b>Type:</b>	SPOT
<b>NORTH OF:</b>	Shield Rd (school)
<b>Period:</b>	Mon 09/21/2009 - Sun 09/27/2009

Start Time	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Avg
12:00 AM			39					39
1:00 AM			15					15
2:00 AM			12					12
3:00 AM			28					28
4:00 AM			20					20
5:00 AM			83					83
6:00 AM			269					269
7:00 AM			377					377
8:00 AM			343					343
9:00 AM			255					255
10:00 AM			260					260
11:00 AM			340					340
12:00 PM			349					349
1:00 PM		362						362
2:00 PM		537						537
3:00 PM		573						573
4:00 PM		707						707
5:00 PM		816						816
6:00 PM		535						535
7:00 PM		357						357
8:00 PM		284						284
9:00 PM		153						153
10:00 PM		82						82
11:00 PM		55						55
<b>Total</b>	<b>0</b>	<b>4461</b>	<b>2390</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>24HrTotal</b>			6851					6851
<b>AM Pk Hr</b>								
<b>AM Peak</b>								0
<b>PM Pk Hr</b>								
<b>PM Peak</b>								0
<b>% Peak Hr</b>								
<b>% Peak Hr</b>			11.91%					11.91%

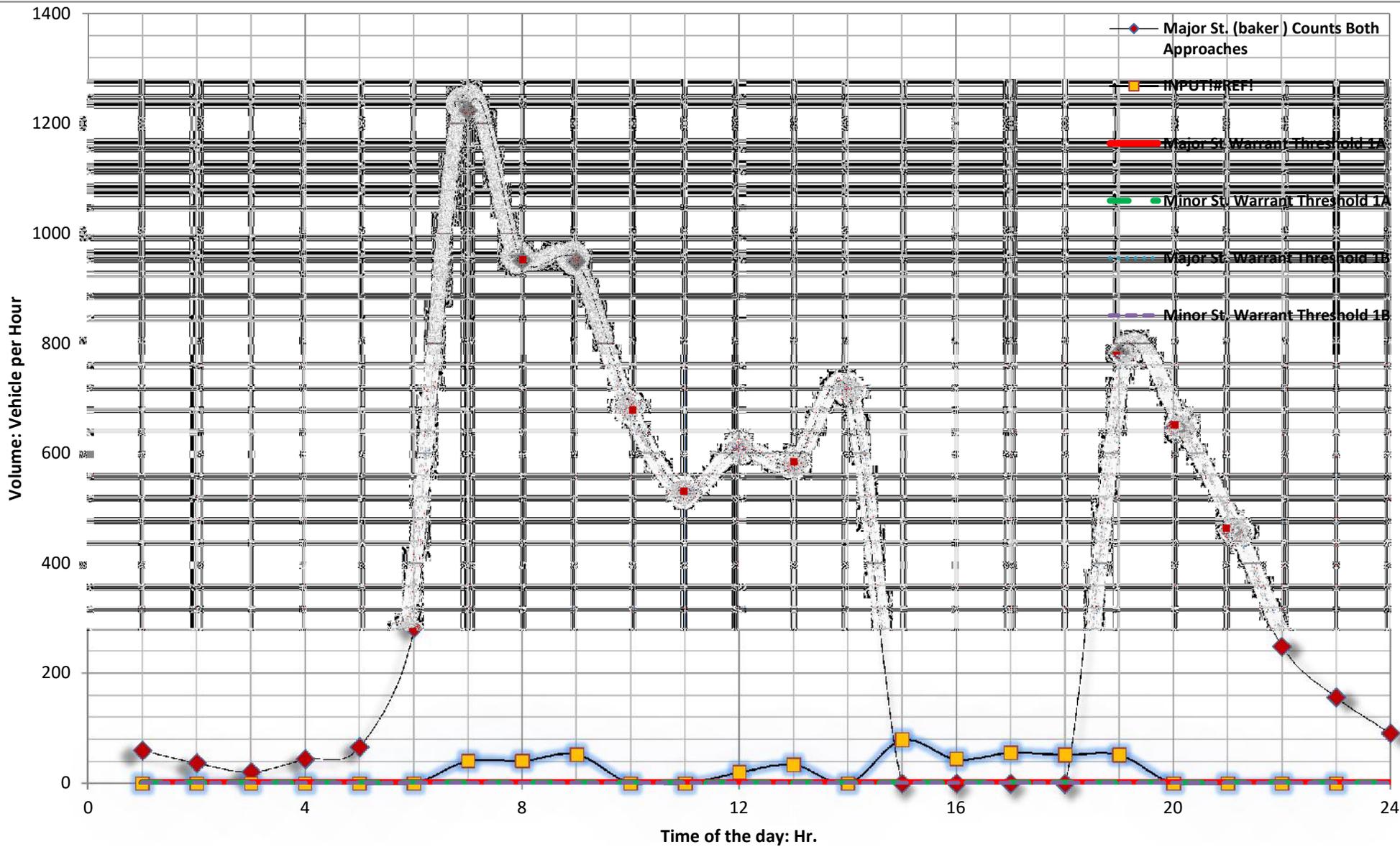
## Washtenaw County Road Commission

### 0080711009 Weekly Volume Report - Mon 09/21/2009 - Sun 09/27/2009

<b>Location ID:</b>	0080711009
<b>Located On:</b>	Baker Rd
<b>Direction:</b>	SB
<b>Community:</b>	Scio Twp
<b>AADT:</b>	6200

<b>Type:</b>	SPOT
<b>NORTH OF:</b>	Shield Rd (school)
<b>Period:</b>	Mon 09/21/2009 - Sun 09/27/2009

Start Time	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Avg
12:00 AM			21					21
1:00 AM			22					22
2:00 AM			9					9
3:00 AM			16					16
4:00 AM			46					46
5:00 AM			199					199
6:00 AM			421					421
7:00 AM			847					847
8:00 AM			598					598
9:00 AM			428					428
10:00 AM			271					271
11:00 AM			363					363
12:00 PM			362					362
1:00 PM		351						351
2:00 PM		440						440
3:00 PM		500						500
4:00 PM		522						522
5:00 PM		478						478
6:00 PM		325						325
7:00 PM		290						290
8:00 PM		177						177
9:00 PM		95						95
10:00 PM		74						74
11:00 PM		36						36
<b>Total</b>	<b>0</b>	<b>3288</b>	<b>3603</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>24HrTotal</b>			6891					6891
<b>AM Pk Hr</b>								
<b>AM Peak</b>								0
<b>PM Pk Hr</b>								
<b>PM Peak</b>								0
<b>% Peak Hr</b>								
<b>% Peak Hr</b>			7.58%					7.58%



### FIGURE 3: WARRANT 1A&B

IS THERE A REDUCTION IN THE WARRANT THRESHOLDS TO 56% ...

1- DUE TO SPEED? NO

2- DUE TO ISOLATED COMMUNITY WITH POPULATION LESS THAN 10,000? YES

Spot Number:

baker @ grand

NO. OF LANES ON MAJOR ST.? 2

NO. OF LANES ON MINOR ST.? 1

Number of Hours that met the Warrant: 0

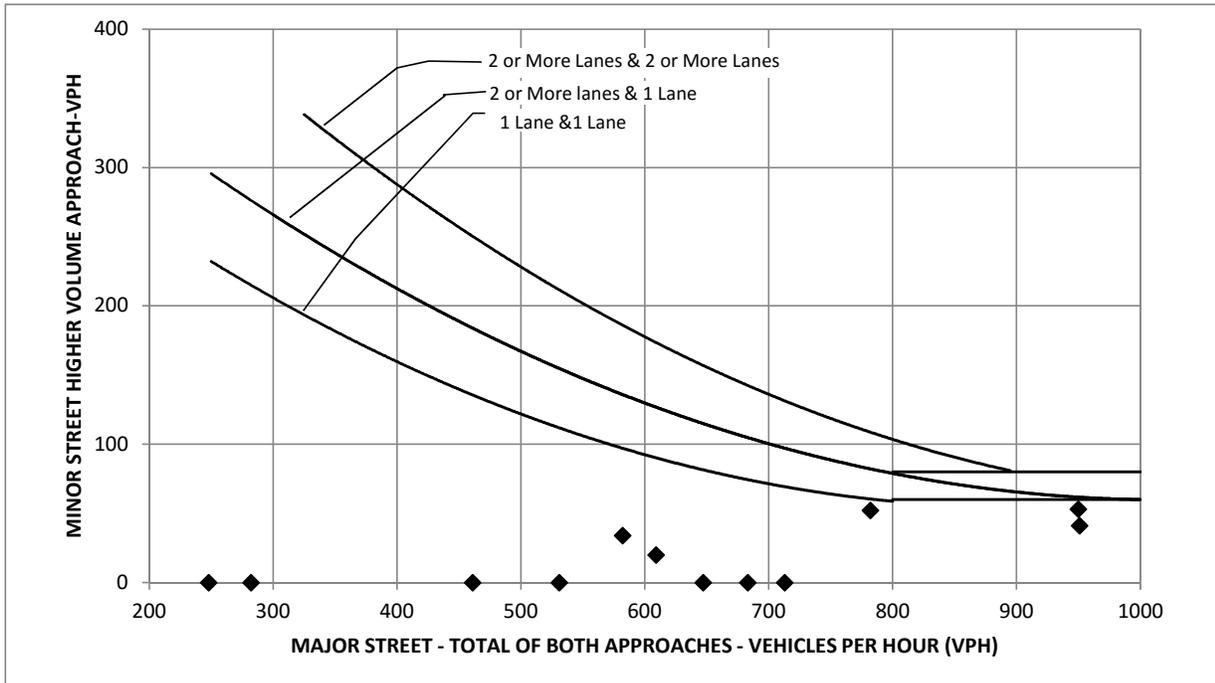
Does this intersection meet Warrant 1A&B for signal installation? N/A

Data Collection Date: 1/13/2016

**Michigan Manual of Uniform Traffic Control Devices  
Worksheet for Signal Warrants (Section 4C)  
WARRANT 2: Four-Hour Vehicular Volume**

Spot Number:	0
Intersection:	baker @ grand
Date	1/22/2016 by CAE

2	: No. of Lanes on Major St.
1	: No. of Lanes on Minor St.
35	: Speed limit or 85th Percentile? (MPH)
YES	: Is the intersection within an Isolated community?
4400	: What is the of the population isolated community?

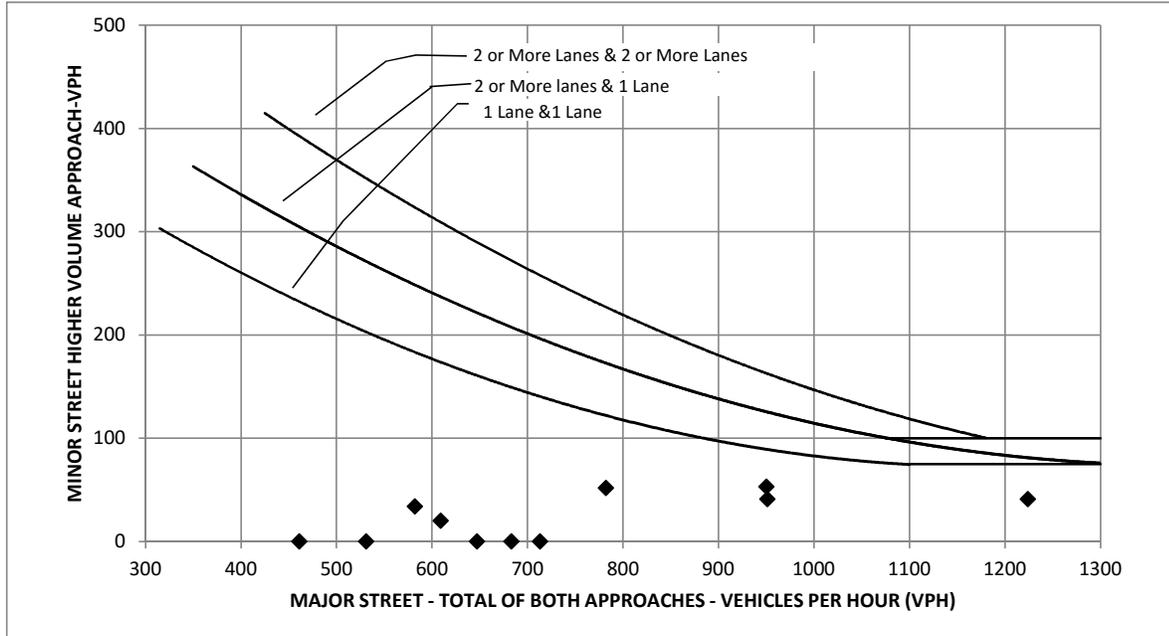


How Many Hours Are Met	0
Is Warrant (70%) Met?	NO

**Michigan Manual of Uniform Traffic Control Devices  
Worksheet for Signal Warrants (Section 4C)  
WARRANT 3 B(70%): Peak-Hour Vehicular Volume**

Spot Number:	0		
Intersection:	baker @ grand		
Date	1/22/2016	by	CAE

<b>2</b>	<b>: No. of Lanes on Major St.</b>
<b>1</b>	<b>: No. of Lanes on Minor St.</b>
<b>35</b>	<b>: Speed limit or 85th Percentile? (MPH)</b>
<b>YES</b>	<b>: Is the intersection within an isolated community?</b>
<b>4400</b>	<b>: What is the of the population isolated community?</b>

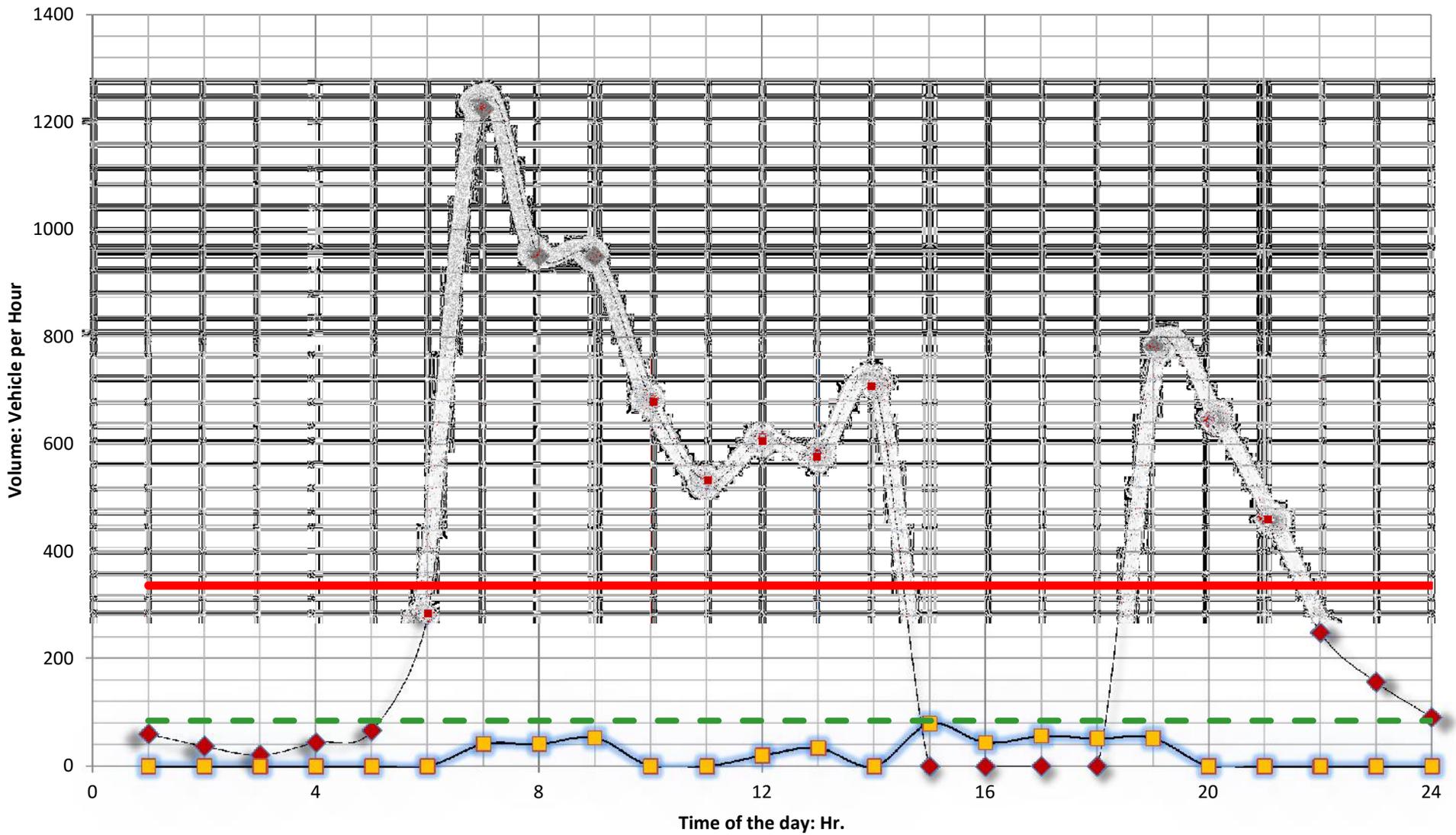


**How Many Hours Are Met**

**0**

**Is Warrant (70%) Met?**

**NO**



# FIGURE 1: WARRANT 7A

Spot Number:

baker @ grand

NO. OF LANES ON MAJOR ST.? 2

NO. OF LANES ON MINOR ST.? 1

Is there a reduction in the Warrant Threshold to 56%:

NO

Number of Hours that met the Warrant:

0

Does this intersection meet Warrant 7A for signal installation?

NO

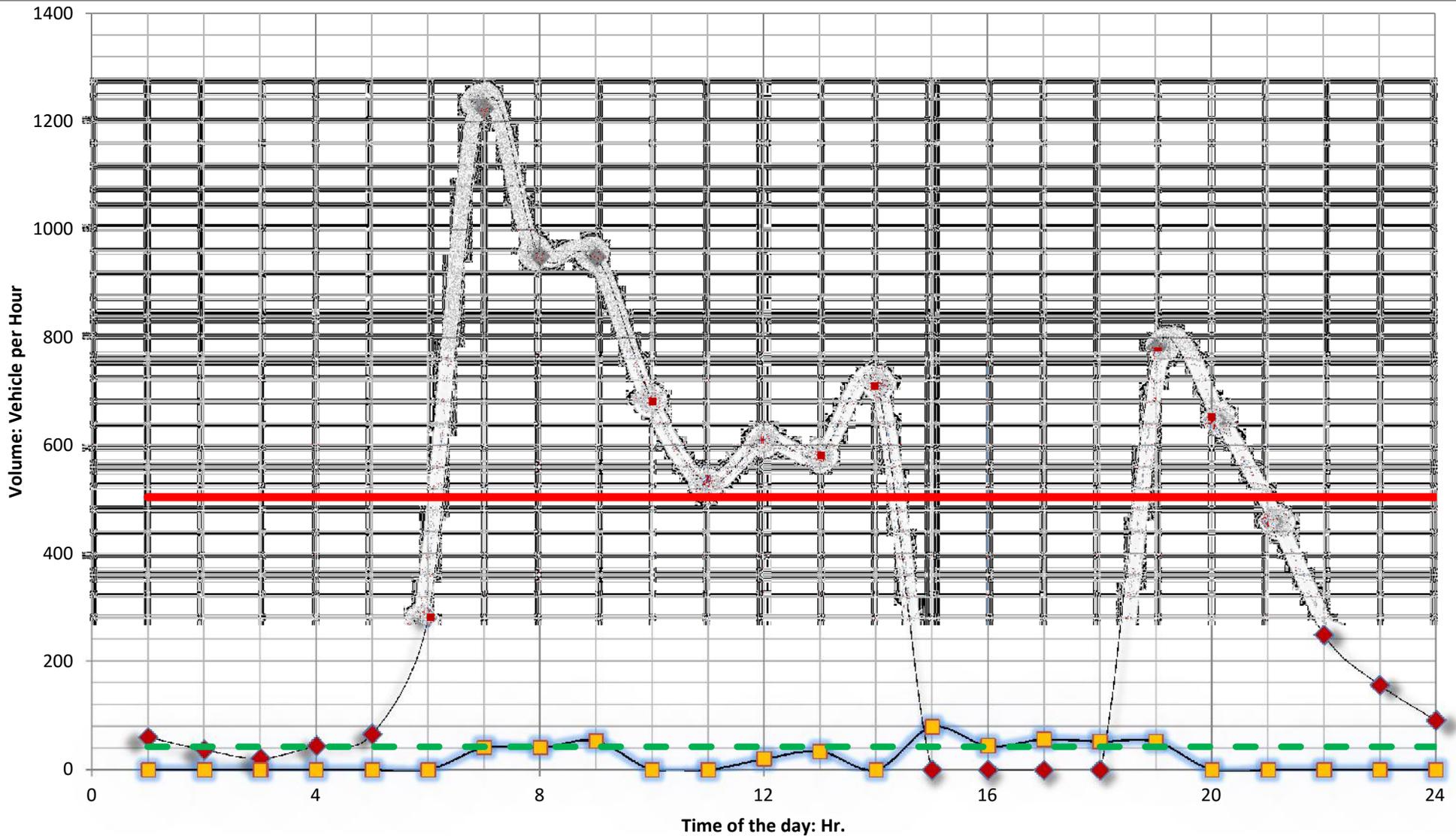
◆ Major St. (baker ) Counts Both Approaches

■ INPUT!#REF!

— Major St Warrant Threshold

— Minor St. Warrant Threshold

Data Collection Date: 1/13/2016



**FIGURE 2: WARRANT 7B**

Spot Number:

baker @ grand

NO. OF LANES ON MAJOR ST.? 2

NO. OF LANES ON MINOR ST.? 1

Is there a reduction in the Warrant Threshold to 56%:

NO

Number of Hours that met the Warrant:

2

Does this intersection meet Warrant 7B for signal installation?

NO

—◆— Major St. (baker ) Counts Both Approaches

—■— INPUT!#REF!

— Major St Warrant Threshold

— Minor St. Warrant Threshold

Data Collection Date: 1/13/2016

# Crash and Road Data

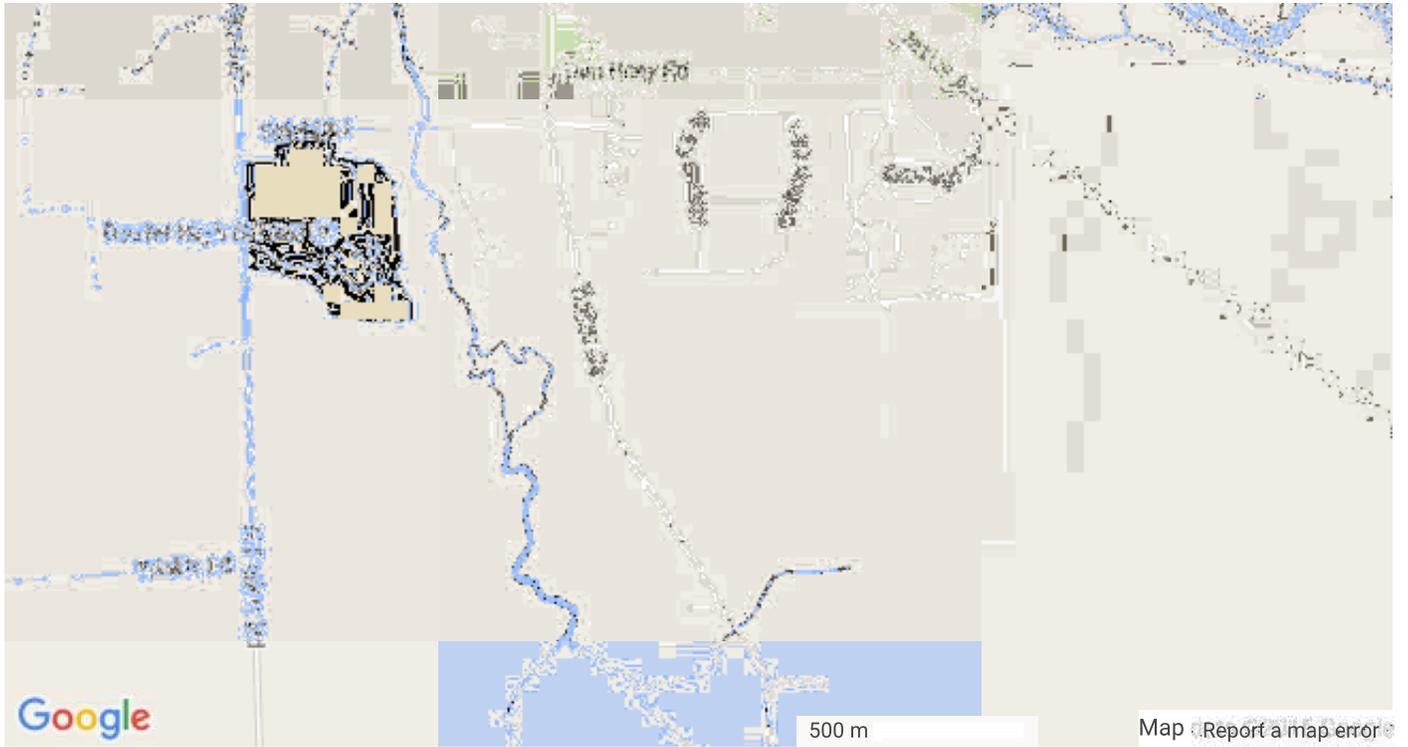
## Road Segment Report

### Baker Rd, (PR Number 1426608)

<b>From:</b>	W I 94/Baker Ramp0.453 BMP
<b>To:</b>	Dexter Ann Arbor Rd3.110 EMP
<b>FALINK ID:</b>	7837
<b>Community:</b>	City of Dexter , Scio Township
<b>County:</b>	Washtenaw
<b>Functional Class:</b>	16 - Urban Minor Arterial
<b>Direction:</b>	-
<b>Length:</b>	2.657 miles
<b>Number of Lanes:</b>	2
<b>Posted Speed:</b>	50 (source: TCO)
<b>Route Classification:</b>	Not a route
<b>Annual Crash Average 2010-2014:</b>	<u>24</u>
<b>Traffic Volume (2013)*:</b>	12,400 (Observed AADT)
<b>Pavement Type (2014):</b>	Asphalt
<b>Pavement Rating (2014):</b>	Fair
<b>Short Range (TIP) Projects:</b>	(20687) Rehabilitate Roadway (21321) Road Enhancement
<b>Long Range (RTP) Projects:</b>	(2041) Center Left Turn Lane

\* AADT values are derived from **Traffic Counts**

### Street View



# Crash and Road Data

## Intersection Overview

---

[← Return to Search](#)

[DOWNLOAD RESULTS \(.CSV\)](#)

### Baker Rd, (PR Number 1426608)

#### Date From 2010-2014

#### 81005215

MILE POINT

2.277

CROSS PR

1445304

TRAFFIC SIGNAL?

No

5-YEAR RANK

7

CROSS ROAD

Shield Rd

CROSS MILE

0.639

YEARLY CRASH AVERAGE

2

#### 81005068

MILE POINT

2.391

CROSS PR

1445305

TRAFFIC SIGNAL?

No

5-YEAR RANK

4

CROSS ROAD

Dan Hoey Rd

CROSS MILE

0.000

YEARLY CRASH AVERAGE

4

**81004659**

MILE POINT

2.785

CROSS PR

1445306

TRAFFIC SIGNAL?

No

5-YEAR RANK

15

CROSS ROAD

Hudson St

CROSS MILE

0.000

YEARLY CRASH AVERAGE

1**81004584**

MILE POINT

2.851

CROSS PR

1445307

TRAFFIC SIGNAL?

No

5-YEAR RANK

24

CROSS ROAD

Grand St

CROSS MILE

0.348

YEARLY CRASH AVERAGE

1**81004412**

MILE POINT

2.983

CROSS PR

1445308

TRAFFIC SIGNAL?

No

5-YEAR RANK

7

CROSS ROAD

Forest St

CROSS MILE

0.437

YEARLY CRASH AVERAGE

2

**81004286**

MILE POINT	CROSS ROAD
3.110	Main St
CROSS PR	CROSS MILE
1446002	0.802
TRAFFIC SIGNAL?	YEARLY CRASH AVERAGE
No	<u>3</u>
5-YEAR RANK	
6	

**Metrics:**

A PR number is a part of a common linear referencing system used statewide to uniquely identify any point or section of roadway within Michigan's transportation networks. The PR number is a unique value given to a section of roadway, this can be followed by an exact mile point in order to pinpoint a location or a beginning mile point (BMP) and ending mile point (EMP) can be listed to identify a section of roadway (courtesy Michigan Department of Transportation).

**Intersection Attributes**

Unique ID - the intersection id from Michigan Geographic Framework

Traffic Signal - whether a traffic signal is present at the intersection

Annual Crash Average 2010-2014 - the average number of reported crashes within **150 feet** of the intersection from 2010-2014

2010-2014 Rank - where the intersection ranks in the geography chosen for 2010-2014 crashes

Street View - Google Street View of the intersection (if street view does not display it is not available for the selected intersection)

Quick Map - Google Map of the intersection

# High-Frequency Crash Locations

YOU ARE VIEWING DATA FOR:

## City of Dexter

### City of Dexter Intersections, Ranked by 2010-2014 Five-Year Total

Top 20 ▾ Intersections ▾ SEARCH

[DOWNLOAD RESULTS \(.CSV\)](#)

Local Rank	County Rank	Region Rank	Intersection	2010	2011	2012	2013	2014	Avg. 2010-2014
1	229	2598	<a href="#">Main St @ Broad St</a>	6	5	4	4	10	5.8
2	249	2821	<a href="#">Main St @ Alpine St</a>	5	8	9	2	3	5.4
3	350	3934	<a href="#">Dexter Pinckney Rd @ Island Lake Rd</a>	5	3	5	2	5	4.0
4	365	4160	<a href="#">Baker Rd @ Dan Hoey Rd</a>	3	2	3	6	5	3.8
5	407	4696	<a href="#">Dexter Ann Arbor Rd @ Ryan Dr</a>	3	2	4	4	4	3.4
6	466	5363	<a href="#">Baker Rd @ Main St</a>	4	3	2	5	1	3.0
7	584	6809	<a href="#">Baker Rd @ Forest St</a>	1	2	5	2	2	2.4
8	584	6809	<a href="#">Baker Rd @ Dongara Dr</a>	5	2	2	1	2	2.4
9	756	9106	<a href="#">Main St @ Jeffords St</a>	1	0	2	1	5	1.8
10	836	10231	<a href="#">Main St @ Meadow View Dr</a>	1	1	2	4	0	1.6
11	929	11581	<a href="#">Main St @ Inverness St</a>	2	1	1	2	1	1.4
12	929	11581	<a href="#">Broad St @ Jeffords St</a>	0	2	3	0	2	1.4
13	1031	13290	<a href="#">Main St @ Alpine St</a>	3	1	0	2	0	1.2
14	1031	13290	<a href="#">Island Lake Rd @ Eastridge Dr</a>	0	2	3	0	1	1.2
15	1174	15481	<a href="#">Main St @ Hudson St</a>	0	0	2	1	2	1.0
16	1174	15481	<a href="#">Baker Rd @ Hudson St</a>	1	0	2	0	2	1.0
17	1174	15481	<a href="#">Main St @ Kensington St</a>	3	0	0	0	2	1.0

18	1174	15481	<u>Dexter Ann Arbor Rd @ Carrington Dr</u>	3	2	0	0	0	1.0
19	1174	15481	<u>Dexter Pinckney Rd @ Samuel Dr</u>	2	2	0	1	0	1.0
20	1353	18506	<u>Main St @ Huron View Ct</u>	2	0	1	0	1	0.8

**From:** [Allison Bishop](#)  
**To:** [Michelle Aniol](#)  
**Cc:** [Steve Brouwer](#)  
**Subject:** Gibbs Study Executive Summary  
**Date:** Tuesday, May 31, 2016 1:58:53 PM  
**Attachments:** [image003.png](#)

---

Michelle - Please let me know if you need anything else.

Thanks,

#### Executive Summary

This study finds that the 5.64-acre subject site at 7931 Grand Street, Dexter, Michigan is a desirable urban in-fill property located near Ann Arbor and within a five-minute walk to downtown Dexter, an attractive historic small town with a high 62 WalkScore. Over the next five years, the site can support up to 150 attached two to three-bedroom townhome or ranch style residential for sale dwellings of 1,700 to 2,000 square feet (sf), designed to appeal to active age 55-plus empty nesters. It is acknowledged that the site likely does not have the physical capacity to build the market demand of 150 units.

These homes should include moderately upscale amenities such as hard surface countertops, hardwood floors, attached garages, first floor master suites and custom moldings. On average, these new units should be offered at a base price of \$XXX/sf or \$XXX,000 to \$XXX,000 each, with premium finished homes selling for up to \$XXX/sf.

As an alternative, the site could support a combination of attached residential and small cottage style single-family homes appealing to young families, single parents and active empty nesters seeking to downsize. These homes should be clustered on 3,000 to 4,500 sf lots, with alley-facing garages and front porches. These infill homes should range from 1,400 to 2,000 sf, with two to three bedrooms, open floor plans, one-car-plus attached or detached garages and moderate upscale amenities, as described above. This study estimates that these homes should be offered at a base price of \$XXX/sf or \$XXX,000 to \$XXX,000 each, with premium homes approaching \$XXX/sf. The downtown Dexter market can absorb approximately 10 to 12 of these cottage homes per year for the next five years, more than the 5.6 acres that the Grand Street site can likely physically accommodate.



*Figure 2: The Grand Street site can support attached town homes or cluster single-family residential dwellings geared for active 55-plus empty nesters, single professionals and young families.*

The site also supports attached 1200 to 1700 sf ranch style rental dwellings designed for active 55-plus empty nesters. These apartments should include two bedrooms, two baths, attached garages and limited upgrades. These apartments should rent for \$XXX to \$XXX/sf/month. However, this unit typology only achieves approximately six units per acre on average, and therefore may not be economically sustainable on the 5.6-acre site.

Lastly, the Grand Street site can support conventional garden style one and two-bedroom apartments ranging between 700 to 1100 sf each. These apartments should be developed in two and three-story buildings with common hallways or separate entries. Storage bins, ceramic tile baths, in-apartment laundry machines and moderately upgraded finishes should be offered for each apartment. This study estimates these apartments will rent for \$XXX to \$XXX sf/month and that 20 to 25 can be absorbed per year. Typically, these apartments yield 12 to 15 units per acre density.

The general Dexter residential study area (DSSA) has a 2016 new housing demand for 70 homes, 35 of which can meet the underserved attached product market, and 35 for 2<sup>nd</sup> move-up, single-family detached homes. Gibbs Planning Group (GPG) estimates a need for 70 new housing units *per year* beginning in 2016 through 2020 in the general Dexter market. Construction of new residences will decline to 65 starts per year in the period from 2021 to 2025, and will continue to fall during the next half decade to 55 per year.

Beginning in 2030, the housing market will stabilize at an annual rate of 50 dwelling units through 2040. The single most significant reason for this reduction in new home construction is the scarcity of residential development sites in the City of Dexter. This report projects a total of 1,450 new dwelling units will be needed over the next 25 years, requiring at least an estimated 230 acres. Housing has a direct relationship with population growth, which is forecast to expand over the next 25 years by 0.82 percent per year; however, this study predicts that the DSSA will overachieve statistical growth by reaching near prerecession levels of new home construction.

GPG's findings are based on:

- 1) Steady aging of the population to the highest level found in Washtenaw County by 2040,
- 2) Sizable gains in both household income, wealth, and existing home appreciation, and
- 3) The study area overcoming local constraints regarding available development sites, hydrological and soil issues, and 425 revenue exchange agreements with the surrounding townships which limit annexation/expansion possibilities.

Allison Bishop  
Property and Development Manager



7444 Dexter-Ann Arbor Rd, Suite F

Dexter, MI 48130

(tel) 734.426.9980 (fax) 734.426.9985

[allisonbishop@arbrouwer.com](mailto:allisonbishop@arbrouwer.com)

[www.arbrouwer.com](http://www.arbrouwer.com)

## Proposed PUD at the corner of Grand Street and Baker Road City of Dexter, Michigan

MAY 18 2016

CITY OF DEXTER

### PLAN REVISIONS

1. Removed the 12 units buildings
2. Water main along Grand Street frontage
3. Duplex units re-aligned
4. Aligned greenspaces
5. Added benches
6. Installing a Rapid Flashing Beacon (RFB) at Baker Road pedestrian crossing
7. Grand Street entrance drive placed between buildings, more central to site as requested by Planning Commission and permitted by the Dexter Area Fire Department
8. Increased the green space
9. Added a 4 unit building
10. Provided 26 foot wide road widths

### PUBLIC BENEFITS

1. Public non-motorized easement to Mill Creek Park along western property line
2. Improved storm water management and treatment
3. Benches at the end of the non-motorized path
4. Improved pedestrian crossing on Baker Road with RFB
5. New public sidewalks and pedestrian connections to Mill Creek Park and Downtown Dexter
6. New on-street public parking
7. Demolition of a functionally obsolete building
8. Environmental clean-up and remediation of a Brownfield site
9. Improved surrounding property values
10. Increased tax base
11. Improved public infrastructure
12. Achievement of long range planning goals and objectives
13. Variety in design not prescribed with traditional zoning
14. Variety in unit type not prescribed in traditional zoning
15. Public Art pad
16. Desired residential housing densities as detailed in the Master Plan and DDA Development Plan
17. Impetus for additional redevelopment, enhancing economic stability in downtown
18. Improved streetscape along Baker Road and Grand Street
19. Promotes variety in housing options and price points
20. Elimination of industrial users and industrial traffic in downtown
21. Promotes river front development
22. Improved vitality of downtown
23. Consolidates curb cuts along Grand Street



CARLISLE

WORTMAN  
associates, inc.

605 S. Main Street, Ste. 1  
Ann Arbor, MI 48104

(734) 662-2200  
(734) 662-1935 Fax

Date: February 23, 2016  
Revised: May 20, 2016  
July 26, 2016

## PUD Area Plan / Rezoning Review For City of Dexter, Michigan

<b>Applicant:</b>	MMB Equities, LLC – Steve Brouwer
<b>Project Name:</b>	Grandview Commons
<b>Location:</b>	7931 Grand Street (08-06-155-001) 7905 Grand Street (08-06-427-001) Vacant Baker Road (08-06-427-002) 7961 Grand Street (08-08-06-285-004)
<b>Current Zoning:</b>	I-1, Limited Industrial / Village Residential / Baker Road Corridor
<b>Plan Date:</b>	January 27, 2016
<b>Revised Date:</b>	July 11, 2106
<b>Action Requested:</b>	Approval of Area PUD Plan. Approval of an Area Plan shall indicate acceptance of uses, building locations in the case of a PUD of eighty (80) acres or less in area, layout of streets, dwelling unit count and type, floor areas, densities, and all other elements of the area plan. Approval of the Area Plan also allows the applicant to apply for final site plan approval (Section 19.08 D. 3.).
<b>Required Information:</b>	There are two primary components to PUD Area Plan approval. There first is a review and analysis of the “Impact Assessment” as described in Section 19.08 A. 4. f. (2). The second component is the preliminary site plan is outlined in Section 19.08 B. 1. We will note any informational deficiencies in the body of this review.

## PROJECT AND SITE DESCRIPTION

The applicant is requesting rezoning of the subject site located at the southwest quadrant Grand and Baker Streets intersection to permit a PUD with underlying VR, Village Residential zoning in order to facilitate a multiple-family development with varying design, layout, and structure types. The intent is to redevelop an existing industrial brownfield and adjacent residential parcel to provide a development with a variety of housing options, as well as to provide the environmental clean-up and demolition of an existing industrial facility within the downtown area.

The applicant is proposing to demolish three (3) existing industrial buildings and 1-story house and garage (newly acquired western parcel) in order to develop the 8.58 acre site with a variety of housing types to include: four (4) 8-unit buildings; four (4) 4-unit buildings; five (5) 4-unit townhouse buildings, and four (4) duplexes totaling 76 dwelling units. Seventeen (17) buildings will be constructed containing a total of 144 bedrooms. Based on the floor plans submitted with the most recent plan set, we infer the development will include sixteen (16) one-bedroom units; forty-four (44) 2-bedroom units; and sixteen (16) 3-bedroom units.

Each unit will have access to a private garage space. With the addition of the western property containing approximately 1.44 acres, the applicant has increased the number of units from 68 units in the original proposal to 76 units on the revised plan.

Initially, the project was demonstrated be completed in two (2) phases. The submittal reviewed for the June Planning Commission depicted construction of the development in three (3) phases – starting from Baker Road and moving westward. The applicant submitted the project phasing under a revised Sheet 04 via email on July 25, 2016. This layout depicts the proposed phases as demonstrated at the June Planning Commission meeting.

***Items to be Addressed: None.***

**Figure 1. – Aerial Photograph**



**NEIGHBORING ZONING AND LAND USE**

The subject site is located along the Baker Road corridor south of Downtown Dexter. The properties encompassing the subject site are zoned I-1, Limited Industrial, and are currently developed as an industrial use.

Direction	Zoning	Use
North	VR, Village Residential	Residential
South	VR, Village Residential / PP, Public Park	Residential/Mill Creek
East	VR, Village Residential / R-1B One-Family Residential –Small Lot / C-1, General Business	Residential / Commercial
West	PP, Public Park / VR, Village Residential	Vacant/Mill Creek / Residential

The proposed multiple-family development is more compatible with the surrounding residential uses than the existing industrial use.

**Items to be Addressed:** None.

## MASTER PLAN

The subject site and the neighboring parcels fronting Baker Road (with the exception of the school property) are all classified as Baker Road Corridor-Mixed Use in the Master Plan. The intent of the Baker Road Corridor-Mixed Use designation is to accommodate existing uses, encourage the upgrade of this area through redevelopment, and provide amenities that encourage public transit use.

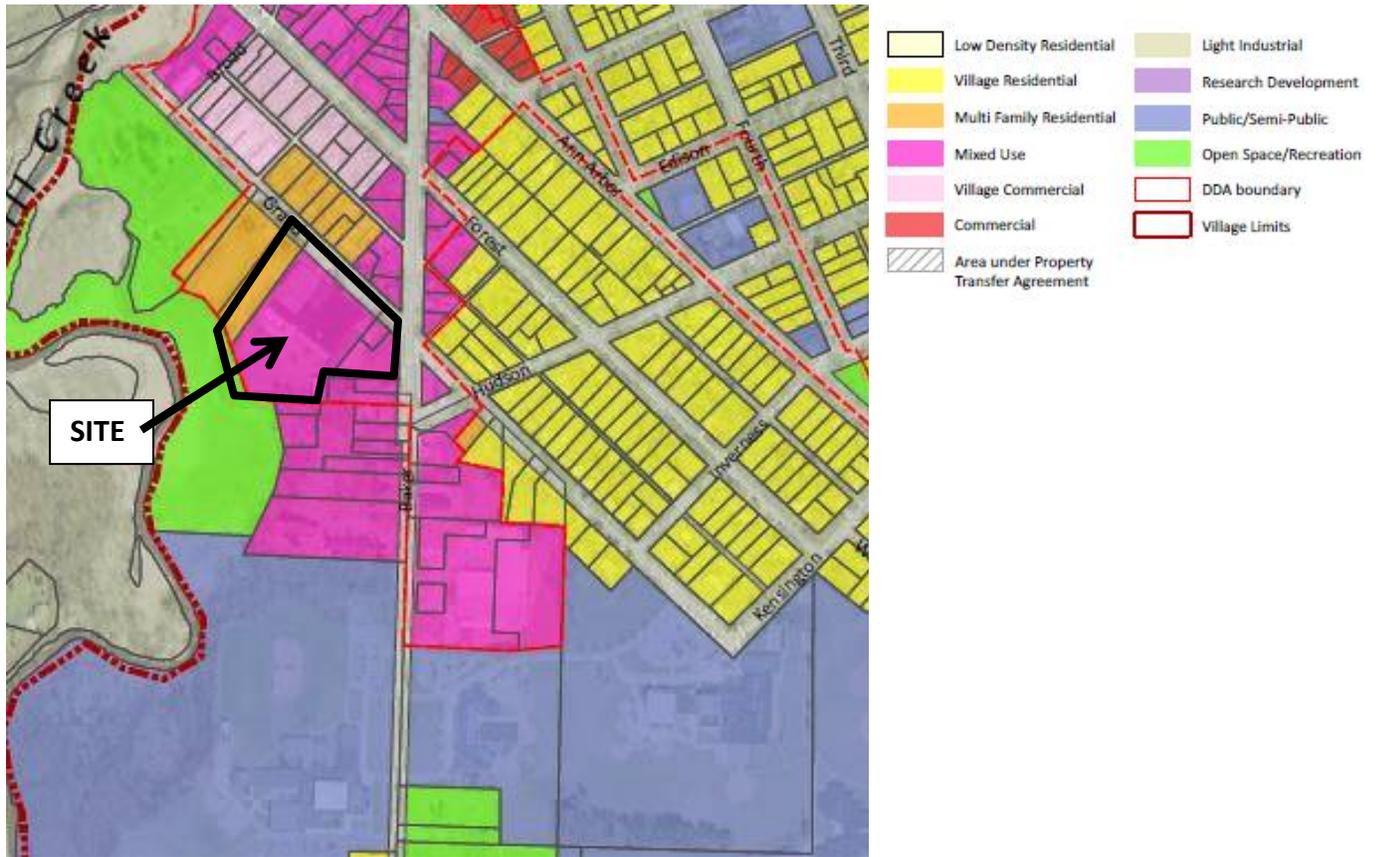
This designation also plans for:

- 1. Mix of complementary land uses.**
- 2. Flexibility in parking requirements, shared parking, and the reduction of curb cuts.**
3. Permit conversion of homes to non-residential land uses.
- 4. Encourage a variety of housing types and higher densities for residential infill projects.**
5. Second-story multiple-family residential uses.
- 6. Architectural standards and controls and unified design elements.**
- 7. Better pedestrian and bicycle circulation and access.**
- 8. Encourage redevelopment and infill development.**
9. Maintain and enhance the City's small town, historic character.
- 10. Enhance the streetscape along Baker Road.**
11. Establish a greenway connection along Mill Creek between the school and Downtown.
- 12. Encourage economic development within the corridor.**

We have highlighted (bold lettering) the various Baker Road Corridor-Mixed Use intentions supported by the proposed development. In addition, this future land use classification lists *high density residential uses* an appropriate use within this planned area.

The acquired property to the northwest along Grand Street is designated in the Master Plan for multiple-family future land use which is intended to provide for a *mix of multiple-family uses near the City Center*. The anticipated uses in the Multiple-Family Residential category include townhouses, garden apartments, or two (2) to three (3) story apartments at a density not to exceed nine (9) dwelling units per acre.

Figure 2. – Future Land Use Map



	Subject Site	North	South	East	West
<b>Zoning</b>	LI/VR	VR	VR	VR/R-1B /C-1	PP
<b>Land Use</b>	Industrial/ Residential	Residential	Residential/ Commercial	Residential	Vacant/Mill Creek/Residential
<b>Master Plan</b>	Baker Rd Mixed- Use/Multi-Family	Baker Rd Mixed Use/ Multi-Family	Baker Rd Mixed Use/Open Space/ Recreation	Baker Rd Mixed Use/Village Residential	Open Space/ Recreation/ Multiple Family

Specific objectives related to the Baker Road Corridor are also outlined in the Master Plan related to the proposed development include:

1. Guide development to foster the responsible use of land, preserve natural features, and to make the best use of existing public services, utilities, and infrastructure.
2. Encourage cohesive and distinct development of a mix of commercial, office, service and residential uses within this area which serves as a transitional area between the downtown area and adjacent single-family residential.

3. Upgrade existing infrastructure within the corridor to assist and meet the needs of the redevelopment potential within the corridor.
4. Encourage residential or mixed-use development (including residential uses) as a buffer between adjacent residential areas and other uses within this planned area. Such uses shall not create adverse impacts on existing or proposed residential uses, and will be scaled, designed, and landscaped so as to complement and enhance the adjacent properties.
5. Encourage preservation of natural features and development of parks and consider their interrelationship with existing parkland, natural areas, and adjacent neighborhoods.
6. Encourage common design elements throughout the corridor to provide visual consistency throughout the district. Design elements should promote the continuation of the downtown streetscape theme and include landscaping, signage, lighting, and architectural design.
7. Manage access to the development by encouraging consolidation of curb cuts and shared driveway access. Parking lots should be shared when possible and located in the rear or on the side of buildings when possible.
8. Integrate public gathering spaces at key points of interest and entrances to intersections within a pedestrian/non-motorized circulation system. Specifically, by promoting a connection to the future parkland and open space adjacent to the Baker Road Corridor and along the Mill Creek.
9. Improve pedestrian access (sidewalks/bike trails) from adjacent neighborhoods to the Baker Road planned mixed-use area.

We find the proposed development meets and/or contributes to the continuance and implementation of the City of Dexter Master Plan objectives outlined above.

***Items to be Addressed: None.***

## **BAKER ROAD CORRIDOR**

The subject site is also located in the Baker Road Corridor (BRC) overlay district which references the Master Plan goals and objectives outlined above. In addition, specific architectural standards are provided in order to integrate the development within the BRC by visually relating new structures with existing buildings in the Central Business and Village Commercial districts.

Specific architectural standards for the BRC overlay district are noted below in accordance with Section 15(D).02. In reviewing the BRC standards we focused primarily on the townhouse

structures, as that building type is most visible as it will be located along the Grand Street ROW for our evaluation of building orientation and building scale. All proposed structures are considered in our discussion of exterior building materials and design.

**Building Orientation:** The intent of the BRC is to contribute to the desirability of pedestrian activity within the Baker Road area and to encourage connectivity to the streetscape. Entranceway orientation and proposed flow of pedestrians will contribute towards the desired pedestrian activity and scale. The following shall be considered:

1. Buildings shall front toward and have at least one (1) pedestrian entrance facing onto the public street.
2. Blank walls may not face a public street and buildings must have windows and architectural features commonly associated with the front façade of a building, such as awning, cornice work, edge detailing or other decorative finish materials, on walls that face the public street.
3. All buildings shall have at least 70% of their first floor façade on the street-facing sidewalk as non-reflective. The use of highly reflective, mirror-type glass is prohibited.

**CWA COMMENT:** *The townhouse structure is located along the Grand Street ROW. All units have a pedestrian entrance visible/facing the street. The north (front) elevation of the townhouse structure has incorporated a variety of architectural features (windows, columns, dormers, recessed entries, etc.), and is not considered a blank wall. A listing of material types has not been provided.*

**Building Scale:**

1. Building facades are required to be subdivided through the location of architectural treatments and the arrangement of openings (doors and windows) that are compatible in size and scale to the surrounding buildings. The predominating surface plan of all building walls over 40 feet in length shall be varied through the use of architectural treatments, such as varying building lines, entrance accents, and windows.
2. The height to width ratio of these subdivided facades of single-story buildings shall not exceed 1:2. The height to width ratio of these subdivided facades of two-story buildings shall not exceed 1:1.
3. Building articulation shall be accomplished through combinations of the following techniques:
  - a. Façade modulation: Stepping portions of the façade to create shadow lines and changes in volumetric spaces;
  - b. Use of engaged columns or other expressions of the structural system.

- c. Horizontal and vertical divisions. Use of textures and materials, combined with façade modulation.
- d. Dividing facades into storefronts with visually separate display windows.
- e. Providing projections such as balconies, cornices, covered entrances, pergolas, arcades, and colonnades.
- f. Variations in the rooflines by use of dormer windows, overhangs, arches, stepped roofs, gables, and other similar devices.

**CWA COMMENT:** *Façade modulation has been provided through the use of entry doors and bay windows. The height (21.5 feet) to width (24 feet) ratio does not exceed 1:1 for the subdivided two-story façade. Further building articulation is accomplished through façade modulation, the use of columns; balconies, covered (recessed) entrances, and dormer windows.*

**Building Materials and Design:** The applicant must demonstrate the proposed buildings possess architectural quality and variety that create a distinct and harmonious character for the corridor

1. Variety in building design shall be provided by architectural features, details, and ornaments such as archways, colonnades, towers, and cornices.
2. Building entrances shall utilize windows, canopies, and awning; provide unity of scale, texture, and color; and provide a sense of place.
3. Roof shape and materials shall be architecturally compatible with the district and enhance the predominant streetscape. Consideration should be given to surrounding buildings when determining roof shape.
4. Exterior building materials and treatment shall maintain a consistent overall appearance within the BRC. Any individual side of a principal building, at least 80% of the façade shall be constructed of, or covered with, one or more of the following materials:
  - a. Brick – smooth, hard, uniform, red, dark-red, or brown brick.
  - b. Cut stone – carved and smooth finish stone.
  - c. Siding – natural wood and/or cement-based artificial wood-siding.
  - d. Glass windows and/or doors – non-reflective, clear or slightly tinted.
  - e. Other materials similar to the above as determined by the Planning Commission.

**CWA COMMENT:** *A variety in building design has been represented in each of the building-types. Building entrances and roof shapes are in scale with typical residential developments.*

*Exterior materials will need to be identified to ensure preferred materials are utilized, and the 80% requirement has been met on each structure. Overall, we find the proposed structures meet the architecture design guidelines of the BRC district.*

**Items to be Addressed:** *Provide listing of exterior façade materials for final site plan.*

## NATURAL RESOURCES

**Topography:** The site has been previously developed, and maintains a level topography with a 5-foot slope from the front (north) to the rear (southwest) of the site having natural drainage toward Mill Creek.

**Woodlands:** One hundred twenty-six (126) trees are demonstrated on the topographic survey and provided in the tree table. Most of the existing trees will be removed to accommodate the proposed development. The tree list on Sheet 03 notes eleven (11) trees to remain. A tree replacement calculation will also be required for the final site plan.

**Wetlands:** No wetlands are present on the subject site. However, the site is bordered by Mill Creek to the south.

**Soils:** The USDA web soil survey indicates the majority of the site contains Oshtemo Loam Sand having 0-6% slopes. We defer to the City Engineer for a detailed review of the soils to support the proposed development. We note the applicant has included a copy of the Infiltration Basin Exploration report conducted by Applied Geotechnical Services dated June 16, 2016. The report concluded soils found in the test pit locations are suitable for property designed infiltration devices such as infiltration ponds. We defer technical review of the study to the City Engineer.

**Items to be Addressed:** *1) Provide tree replacement calculation for final site plan. 2) City Engineer to review soil suitability/AGS Infiltration Basin Exploration Report.*

## TRAFFIC IMPACT

Based on the average weekday trip ends provided by the Institute of Transportation Engineers, we find the existing industrial use generates approximately 79 trip ends/net acre or 474 vehicle trips per day. The existing single-family residential structure to be removed generates approximately 9 vehicle trips per day. A residential condominium development is listed as averaging 5.1 trip ends/dwelling unit. Based on the 76-units proposed, this equates to an average of 388 vehicle trips per day.

A revised traffic impact analysis has been provided by the applicant demonstrating and evaluating existing and future levels of service (LOS) at Baker Road and Grand Street. Based on

the analysis provided, the report concludes the proposed development will have minimal if any impact on the traffic operations of Baker Road and Grand Street. The LOS will remain the same with the exception of the southeast bound approach on Grand Street which will be a LOS E during the peak PM period, and the northwest bound approach on Grand Street which will become a LOS F during both AM and PM peak periods.

The revised report recommends:

- The existing Baker Road drive and proposed Grand drive be designed and constructed per the City of Dexter standards and specifications.
- The Baker Road access should be reconfigured such that the driveway radius does not encroach onto the existing property to the south.

The City Engineer has reviewed the traffic impact study and noted it to be “acceptable as presented” in their May 19, 2016 review letter.

*Items to be Addressed: None.*

## ESSENTIAL FACILITIES AND SERVICES

The site is served by sewer and water. However, the amount of REUs will need to be evaluated in comparison with the current (industrial/residential) and proposed (residential) uses.

Two (2) stormwater basins are located on the site. The applicant has not indicated whether these ponds will be detention or retention ponds.

The City Engineer is currently conducting a review of the existing/proposed essential facilities and services.

*Items to be Addressed: None.*

## PROJECT DENSITY

Section 19.03 A. outlines the requirements for residential density in PUD developments. The proposed density shall be no greater than which would be allowed by the district regulations for the underlying zoning district unless otherwise permitted by the Planning Commission and City Council. A parallel plan demonstrating a conventional layout based on the underlying zoning with all applicable ordinances and laws observed including proof of water supply and sewage disposal is required to be included as part of the Area Plan submittal. **The parallel plan must be a realistic residential site plan that could be developed if the PUD was not approved (Section 19.03 A.2.).**

The parallel plan has been revised to include the additional property acquired along the western property line (additional 1.44 acres), as well as the proposed VR, Village Residential proposed underlying zoning classification.

Due to the current LI zoning, the applicant is requesting PUD approval with a modification of the underlying zoning to VR, Village Residential. A parallel plan has been revised in accordance with the dimensional standards of the VR district. Required setbacks for the VR district are: Front – 15 feet; Side – 10 feet; and Rear – 25 feet.

The revised parallel plan depicts 67 2-bedroom units having a density of 7.81 dwelling units per acre. The VR/R-3 district regulations allow for the following residential densities depending upon the type of units proposed:

- Studio/1-bedroom = 12 dwelling units/acre (102.96 dwelling units on subject site)
- 2-bedroom = 9 dwelling units/acre (77.22 dwelling units on subject site)
- 3+-bedroom = 6 dwelling units/acre ( 51.48 dwelling units on subject site)

As provided, the revised parallel plan meets the dimensional standards of the VR, Village Residential zoning district depicting a realistic site plan as required. Further, the proposed development of 76 units meets the 2-bedroom density requirement.

***Items to be Addressed: None.***

## **IMPACT STATEMENT**

Section 19.08 outlines the requirements for Area Plan submittal which includes an impact statement containing specific issues related to the proposed development, these include:

- (a) Water, noise, and air pollution associated with the proposed use.
- (b) Effect of the proposed use on public utilities.
- (c) Historic and archeological significance of the site and adjacent properties.
- (d) Displacement of people and other land uses by the proposed use.
- (e) Alteration of the character of the area by the proposed use.
- (f) Effect of the proposed use on the City's tax base and adjacent property values.
- (g) Compatibility of the proposed use with existing topography and topographic alterations required.
- (h) Impact of the proposed use on surface and groundwater.
- (i) Operating characteristics and standards of the proposed use.
- (j) Proposed screening and other visual controls.
- (k) Impact of the proposed use on traffic.

- (l) Impact of the proposed use on flora and fauna, natural resources and natural features, woodlands, wetlands, etc.
- (m) Negative short-term and long-term impacts, including duration and frequency of such impacts, and measures proposed to mitigate such impacts.
- (n) Economic effect the project would have on the City, including, but not limited to, the additional need, if any, for City public services such as the need for additional police or fire services, or public school support, the generation of municipal refuse, etc.

The impact statement provided (starting on page 11 of the applicant's original submittal) addresses all of the above listed items. The Planning Commission and City Council must consider the following criteria in evaluating the applicant's impact statement as listed in Section 19.08 A.f.2):

1. *Will be harmonious with and in accordance with the general objectives of the Master Plan.*

**CWA COMMENTS:** As noted above in the Master Plan portion of this report, based on the intent and objectives of the Baker Road Corridor – Mixed Use classification, the proposed multi-family project meets the objectives of the City of Dexter Master Plan. Further, the applicant provides excerpts from the DDA Development Plan that also relate to the redevelopment of the subject site including: residential along pond/creek; brownfield redevelopment; development of Forest, Grand, and Broad Streets to enlarge the downtown; relocate all industrial uses to industrial park; development of high-density "row houses"; new residential in the downtown; residential as a transition into the existing historical residential neighborhood on the north side of downtown and along Baker Road; and development of attached 2-story and one-half story or 3-story townhomes for those seeking the advantages of downtown atmosphere.

2. *Will be designed, constructed, operated, and maintained in harmony with the existing or future neighboring uses.*

**CWA COMMENTS:** The proposed multi-family development will provide a variety of housing styles and types. The proposed residential use will be more harmonious with the existing neighboring residential uses adjacent to the subject site than the existing industrial use. The proposed residential use will eliminate semi-truck traffic from the site, and other undesirable industrial impacts that can interfere with adjacent residential uses.

3. *Will not be hazardous or disturbing to existing or future neighboring uses.*

**CWA COMMENTS:** As noted in #2 above, the proposed residential use will benefit neighboring uses by the removal of an industrial facility along this prominent entry into Downtown Dexter.

4. *Will represent a substantial improvement to property in the immediate vicinity and to the community as a whole.*

**CWA COMMENTS:** It is clear the redevelopment of the proposed site from the existing industrial use to a residential use will benefit the properties and uses in the immediate vicinity, as well as the community as a whole. The Master Plan defines the Baker Road corridor as a “gateway” to the city center. Further, the applicant has noted the redevelopment of this site may be a catalyst for additional redevelopment along this corridor providing further economic benefit along Baker Road.

5. *Will be served adequately by essential public services and facilities, such as highways, streets, drainage structures, police and fire protection, and refuse disposal, or personal or agencies responsible for the establishment of the proposed use shall be able to provide adequately for such services.*

**CWA COMMENTS:** Review of all essential services and facilities will be conducted during final site plan review. However, the site is already served with municipal sewer and water. Based on the information provided, the City Engineer has indicated the systems have been sized with anticipation of redevelopment of the subject site (Mill Creek). Stormwater treatment does not currently exist on-site and will include the use of two (2) pre-treatment basins and addition landscaping treatments such as bio-swales, raingardens and/or native vegetation will be used to pre-treat stormwater prior to it discharging into the wetland property located to the south of the subject site. Additional police, fire, and refuse facilities are also anticipated, and will need to be evaluated by the City.

6. *Will not create excessive additional requirements at public cost for public facilities and services, and will not be detrimental to the economic welfare of the community.*

**CWA COMMENTS:** Based on the information presented, we do not feel the proposed redevelopment of the site from an industrial use to a residential use will create excessive additional public costs, nor will it be detrimental to the economic welfare of the community.

7. *Will not involve uses, activities, processes, materials, equipment, and conditions of operations that will be detrimental to any persons, property, or the general health, safety and welfare by reason of excessive smoke, fumes, glare, noise, vibration, or odors.*

**CWA COMMENTS:** The proposed use will not contain operations that will be detrimental to neighboring persons or property.

**Items to be Addressed:** None.

## PUD STANDARDS

Section 19.08 C. of the Zoning Ordinance requires that a petition for a PUD and area plan meet the following standards:

1. *The proposed PUD shall conform to the adopted Master Plan or any part thereof, or represents a land use policy, which, in the Planning Commission's opinion, is a logical and acceptable change to the adopted Master Plan.*

**CWA COMMENTS:** Overall, we believe the proposed PUD is consistent with the City's Master Plan. See the Master Plan portion of this report (pg. 4).

2. *The proposed PUD shall conform to the intent and all regulations and standards of a PUD district.*

**CWA COMMENTS:** Section 19.01 lists eleven (11) PUD district regulations which a petitioner must demonstrate to be eligible for PUD designation. The ordinance specifically states, ***A PUD must demonstrate all of the following as a condition for PUD:***

- 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 PUD regulations.*

The Planning Commission determined the following improvements as recognizable and material benefits:

- On-street public parking along Grand Street.
  - Decorative streetlights along the Baker Road frontage.
  - Public art pad at the corner of Baker Road and Grand Street.
  - Public access easement and multi-purpose pathway from Grand Street to Mill Creek Park.
  - Installation of a rapid flashing beacon to improve pedestrian crosswalk on Baker Road.
  - Elevations depicted along Grand Street, in rendering distributed by applicant at the June 6, 2016 meeting and sidewalk connectivity between Baker Road and the proposed duplexes.
- B. *Encourage innovation in land use and excellence in design, architecture, layout, type of structures constructed through the flexible application of land*

*development regulations, structures constructed through the flexible application of land development regulation, and the preservation of natural resources.*

The applicant has modified the original layout in order to create additional central area of open space, allowing for additional spacing between the townhome buildings with the through sidewalk from Grand Street, and pedestrian connections throughout the site.

*C. The PUD shall incorporate design elements that unify the site through landscaping, lighting, coordinated signage, pedestrian walks and pathways.*

We note a landscape plan is not required at this stage of review. However, the applicant has provided a preliminary landscape plan (Sheet 15). For final site plan review, we recommend a variety of plant types; additional plantings along the Grand Street entrance drive; and further enhancement of the streetscape along Grand Street.

*D. 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 PUD regulations. The PUD emphasizes a planning approach, which identifies and integrates natural resources and features in the overall site design concept and encourages the provision of open space for active and passive use.*

There are no natural resources/features to speak of within the subject site. However, the site is located immediately north of Mill Creek. The development is providing for public pedestrian access to the Mill Creek along the west property line. No active or passive recreation uses are demonstrated on-site. In addition, 115 trees are proposed to be removed to accommodate the development including mature Maple, Oak, and Walnut trees 14" to 54" in DbH.

*E. Long-term protection of historic structures or significant architecture worthy of preservation, if applicable.*

No historic structures or significant architecture is present on-site.

*F. Achieve economy and efficiency in the use of land, natural resources, energy and the provision for public services and utilities, provides adequate housing, employment and shopping opportunities particularly suited to the needs of the City residents, if applicable.*

During Planning Commission consideration of the initial plan, the use of a parallel water main was discussed, and found not to be in the interest of City residents. The Utility Plan (Sheet 011) has been modified to provide a clear depiction of the on- and off-site

proposed utilities including the upgrading of the water main along Grand Street from 4-inch to 8-inch.

*G. The PUD shall be harmonious with public health, safety and welfare of the City.*

Overall, we feel the proposed use of the PUD could be harmonious with public health, safety, and welfare of the City, provided the applicant satisfactorily address concerns cited in this report.

*H. The proposed PUD shall not result in an unreasonable negative environmental or the loss of historic structure(s) on the subject site.*

The proposed PUD will provide for brownfield redevelopment of a critical infill site along Baker Road. No historic structures will be lost.

*I. The proposed planned unit development shall not result in an unreasonable negative economic impact upon surrounding properties.*

We do not feel the proposed development will result in a negative economic impact upon surrounding properties.

*J. The proposed use or uses shall be of such location, size, density and character as to be in harmony with the zoning district and the City of Dexter Master Plan and shall not be detrimental to the adjoining districts.*

As noted under the Master Plan section of this report, the proposed development is in keeping with the intent of the Master Plan and the surrounding area.

*K. The proposed PUD 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 Ordinance.*

The proposed PUD is under single-ownership/control. The applicant currently owns 7931 and 7985 Grand Street, as well as, vacant Baker property. A purchase agreement for 7361 Grand had been included with the previous plan submittal.

*L. The PUD is not proposed in an attempt by the petitioner to circumvent the strict application of zoning standards.*

The PUD will provide the developer flexibility in design, housing types, and layout.

3. *The proposed development shall be adequately served by public facilities and services such as: highways, streets, police and fire protection, drainage courses, water and*

*sanitary sewer facilities, refuse disposal, or that the persons or agencies responsible for the proposed development shall be able to properly provide such facilities and services.*

**CWA COMMENTS:** As noted throughout this report, it appears the proposed PUD will be adequately served by public facilities and services. However, issues raised in this review regarding, traffic, water, sewer, and stormwater management must be addressed to the satisfaction of the City prior to final site plan review.

4. *Common open space, other common properties and facilities, individual properties, and all other elements of a PUD are so planned that they will achieve a unified open space and recreation area system with open space and all other elements in appropriate locations, suitable related to each other, the site and surrounding lands.*

**CWA COMMENTS:** Common open space within the proposed development is mainly internal sidewalk connections and stormwater basin areas. The public pedestrian access along the western property line will allow for a future connection to additional improvements Mill Creek Park.

5. *The petitioner shall have made provision to assure that those public and common areas will be or have been irrevocably committed for that purpose. Provision shall be made for financing of improvements shown on the plan for open space and other common areas, and that proper maintenance of such improvements is assured.*

**CWA COMMENTS:** Article IV of the draft Master Deed outlines Common Elements of the site and the responsibilities of the condominium regarding maintenance, repair, and replacement.

6. *Traffic to, from, and within the site will not be hazardous or inconvenient to the project or the neighborhood. In applying this standard the Planning Commission shall consider, among other things, convenient routes for pedestrian traffic relationship of the proposed project to main thoroughfares and street intersections, and the general character and intensity of the existing and potential development of the neighborhood.*

**CWA COMMENTS:** The applicant has provided a revised traffic impact study as outlined on page 9 of this report. A rapid flashing beacon (RFB) has been added to the existing mid-block Baker Road pedestrian-crossing for pedestrian safety. However, improvements to the crossing of Grand Street should also be considered as this configuration is also awkward for pedestrians to cross. Additional suggestions related to internal pedestrian connects can be found under item #2 above.

7. *The mix of housing unit types and densities, and the mix of residential and non-residential uses shall be acceptable in terms of convenience, privacy, compatibility, and similar measures.*

**CWA COMMENTS:** The need for additional housing types is necessary within the City, and we find the types, and design of the structures to compliment the character of the downtown.

8. *The Planning Commission shall determine, where applicable, that noise, odor, light, or other external effects from any source whatsoever, which is connected with the proposed use, will not adversely affect adjacent and neighboring lands and uses.*

**CWA COMMENTS:** As proposed, noise, odor, light, or any other external effects should not affect adjacent land uses. A preliminary lighting plan has been provided demonstrating locations of wall-mounted fixtures, and illumination levels at property lines. Detail of light fixtures, in addition to the lighting plan, will be required to be provided for final plan review.

9. *The proposed development shall create a minimum disturbance to natural features and land forms.*

**CWA COMMENTS:** No natural features will be disturbed in the redevelopment of the site. On-site stormwater management will be greatly enhanced further protecting the adjacent Mill Creek.

10. *Streets shall follow topography, be properly spaced, and be located and aligned in accordance with the intended function of each street. The property shall have adequate access to public streets. The plans shall provide for logical extensions of public streets and shall provide suitable street connections to adjacent parcels, where applicable.*

**CWA COMMENTS:** Access to the site is provided via a driveway from Grand Street at the northeast corner of the site, and along Baker Road at the southeast corner of the site. The site's internal circulation appears adequate.

11. *Pedestrian circulation shall be provided for within the site, and shall interconnect all use areas, where applicable. The pedestrian system shall provide a logical extension of pedestrian ways outside the site and to the edges of the PUD, where applicable.*

**CWA COMMENTS:** In addition to the CWA Comments in item #2 above related to pedestrian circulation, the development provides for adequate internal and off-site pedestrian circulation.

**Items to be Addressed:** City Council consideration of requirements of PUD intent.

**PRELIMINARY SITE PLAN REVIEW**

**AREA, WIDTH, HEIGHT, SETBACKS**

The applicant is requesting rezoning of the subject site to an underlying zoning of VR, Village Residential. Section 20.10 outlines the schedule of regulations for the VR zoning district.

	<b>Required</b>	<b>Provided</b>	<b>Compliant</b>
<b>Lot Area</b>	4,500 sq.ft./d.u. (2-family) 9,800 sq.ft./d.u. (multi-family)	8.58 acres	7 acres needed for 2-family 15.3 acres needed for multi-family
<b>Lot Frontage</b>	60 feet	170.38 feet	Complies
<b>Setbacks</b>			
<b>Front</b>	15 feet	4 feet (Grand St. ROW) 112 feet (Baker Rd. ROW)	Deviation from requirement needed.
<b>Side</b>	10 feet	15 feet (west)	Complies
<b>Rear</b>	25 feet	25 feet (south)	Complies
<b>Building Height</b>	2.5 stories / 35 feet	2 stories/30.5 feet (townhouse tallest structure)	Complies

A deviation for the Grand Street front yard setback is provided on Sheet 04 which states, *a front setback deviation of 11 feet is requested from the required minimum front setback of 15 feet to allow a minimum front setback of 4 feet.* All other dimensional requirements of the VR zoning district have been met.

**Items to be Addressed:** None.

**BUILDING LOCATION AND SITE ARRANGEMENT**

The site arrangement and building locations have been modified slightly to accommodate the additional acquired property to the west, and the layout has been changed to address the Planning Commission’s directive to provide a more centralized entrance on Grand Street, as well as, centralized open space area.

As noted in the Parallel Plan portion of this report, the development’s proposed density meets that allowed in the underlying VR, Village Residential zoning district.

**Items to be Addressed:** None.

## SITE ACCESS AND CIRCULATION

The site will be accessed via a driveway from Grand Street and a driveway from Baker Road. Internal circulation appears adequate; however, turning radii for emergency and garbage trucks should be required on the final site plan.

We defer further comment on site access and circulation to the Dexter Area Fire Department and the City Engineer.

**Items to be Addressed:** *Provide emergency and garbage truck turning radii for final site plan.*

## PARKING, LOADING

Section 5.03 requires multiple-family dwellings provide two (2) parking spaces for each dwelling unit, and 0.5 guest parking spaces for every three (3) dwelling units. The applicant has verified each of the garages can accommodate two (2) parking spaces.

Based on the number of dwelling units (76), an additional thirteen (13) guest spaces would be required. Thirteen (13) additional guest parking spaces have been provided in two (2) location in the southeast corner of the development, as well as eighteen (18) on-street spaces shown on Grand Street. We note two (2) barrier-free parking spaces are provided.

**Items to be Addressed:** *None.*

## SIDEWALKS

Sidewalks are discussed in detail under the PUD Standards section of this report. All internal and periphery sidewalks are proposed at 5-foot widths. The public pedestrian walkway along the western property line to Mill Creek is 8 feet wide. These widths are in accordance with City standards.

**Items to be Addressed:** *None.*

## LANDSCAPING

A conceptual landscape plan has been provided by the applicant for review and comment. A detailed landscape plan will be required at the final site plan stage of review.

**Composition:** At the time of detailed landscape submission, the applicant will be required to provide a detailed landscape schedule with botanical names, sizes, spacing, etc. of each proposed plant.

**Street Trees:** Street trees (canopy trees) are required at a minimum of every thirty (30) feet or a maximum of forty (40) feet between the

sidewalk and the curb for development with frontage on a public street. Twenty-two (22) to 29 street trees are required along the Grand and Baker Road ROWs in order to meet this requirement. Twenty-two (22) street trees are depicted on the conceptual landscape plan.

**Parking Lot Screening:** Parking lot screening is not required, as none of the proposed parking areas are adjacent to a ROW.

**Interior Parking Lot:** Parking lots having either 3,000 sq. ft. of area or 25 spaces are required to provide at least 3% of the total parking area as landscaping. Thirteen (13) parking spaces are proposed within two (2) separate parking areas. None of the proposed parking areas consists of 3,000 sq. ft. of area. Therefore, no additional interior parking lot landscaping is required.

**Buffer/Screen:** The multiple-family development is adjacent to existing VR zoned/used property to both the west and south. The applicant conceptually shows Buffer Zone "B" along both of these property lines to provide required screening.

**Site Landscaping:** One (1) tree is required for each 1,000 square feet of open space on the development site. Trees in the required screen can count toward this calculation. The conceptual landscape plan indicates 3.54 acres of open space are provided requiring 154 trees.

**Details:** Planting and staking details will be required during final site plan.

**Refuse Containers:** Curb-side pick-up is proposed.

**Items to be Addressed:** *Provide detailed landscape plan as indicated above with the final site plan.*

## LIGHTING

A preliminary lighting plan has been included in the most recent plan set. One (1) street light and 205 wall-mounted fixtures are proposed throughout the site. Illumination levels at property lines measure 0.1 foot-candles or less as required.

A lighting plan is required for final site plan including full photometric plan and details of all exterior lighting fixtures proposed.

**Items to be Addressed:** *Provide full photometric plan and details of all the proposed lighting at final site plan review.*

## **SIGNS**

A sign location has not been demonstrated on the conceptual plan. Any signs(s) must comply with all applicable provisions of Article 7, Signs, of the Zoning Ordinance. A detailed sign plan will be required at the final stage of site plan review, if applicable.

**Items to be Addressed:** *Provide location and detail of all signage at final site plan review.*

## **EXTERIOR ELEVATIONS/FLOOR PLANS**

Building elevations and floor plans for each of the proposed structure types have been provided with the latest plan submittal.

**Items to be Addressed:** *None.*

## **MASTER DEED, BYLAWS, PUD AGREEMENT**

The proposed master deed and bylaws were provided with the applicant's initial submittal. A revised PUD agreement was provided as a supplement to the revised plan review. We note the following items that require further clarification within the PUD Agreement:

1. Item #11 (page 4) – We note the provision allows for landscaping completion will not be required until the final zoning request for the last unit.
2. Item #12 (page 4) – This provision should be reviewed by the City Engineer.
3. Item #13 (page 4) – This provision should be reviewed by the City Engineer.
4. No signature page provided.

**Items to be Addressed:** *City staff, engineer, and attorney review of all legal documents related to the Grandview Commons development.*

## **RECOMMENDATIONS**

In review of the Grandview Area Plan the City Council should consider the intent of the PUD Ordinance and the specific criteria listed in Section 19.01 (our review of this material is found starting on page 14 of this report).

The following items will need to be addressed to the satisfaction of the City Council prior to granting Area Plan/Preliminary Site Plan approval:

### **Area Plan/Preliminary Site Plan**

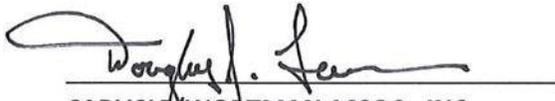
1. City Council consideration of requirements of PUD intent.
2. City staff, engineer, and attorney review of all legal documents related to the Grandview Commons development.

The following items will need to be addressed prior to final site plan approval:

**Final Site Plan**

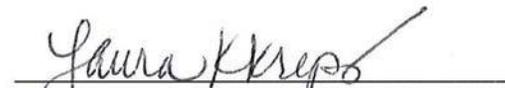
1. Provide tree replacement calculation.
2. City Engineer review soil suitability/AGS Infiltration Basin Report.
3. City Engineer review of existing/proposed essential facilities and services.
4. Provide emergency and garbage truck turning radii for final site plan.
5. Provide detailed landscape plan.
6. Provide full photometric plan and details of all proposed lighting fixtures.
7. Provide location and detail of all signage.
8. Provide exterior façade materials during final site plan review.

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CARLISLE/WORTMAN ASSOC., INC.  
Douglas J. Lewan, AICP  
Executive Vice President

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CARLISLE/WORTMAN ASSOC., INC.  
Laura K. Kreps, AICP  
Associate

# 241-1419

cc: Steve Brouwer via [stevebrouwer@arbrouwer.com](mailto:stevebrouwer@arbrouwer.com)

July 27, 2016

CITY OF DEXTER  
8140 Main Street  
Dexter, MI 48130

Attention: Ms. Michelle Aniol (Sent via Electronic Mail)  
Community Development Manager

Regarding: Grandview Commons  
**Area Plan – Review No. 3**  
OHM JN: 0130-16-1001

Ms. Aniol:

The applicant, Steve Brouwer with MMB Equities LLC., is proposing a residential area with surrounding parking lot at the southwest corner of Grand Street and Baker Road. We have reviewed the area plan which was received on July 12, 2016. The plans were reviewed in accordance with the City of Dexter Engineering Standards and are acceptable for area plan approval. The following items shall be conditions of this approval:

1. The existing parcels are described to the right of way lines of Baker and Grand. The proposed combined parcel shall be shown in the same manner. Dedication of right of way along Grand at the far western parcel will be necessary as the property is currently described to the right of way centerline.
2. The storm sewer extending from the Grand Street right of way into the site shall be included within a drainage easement and shall be dedicated public. The easement shall encompass the pipe from Grand Street to the outfall to Mill Creek.

We also noted the following items during our review that can be addressed during final site plan. These should not be conditions of area plan review approval.

#### **STORM WATER MANAGEMENT:**

3. The calculations do not display design flow rates for the relocated city storm sewer. Updated calculations shall be provided during final site plan and the pipe shall be upsized if necessary.
4. The applicant notes that the basins will contain treatment forebays. These shall be illustrated on the grading plans.

#### **GRADING:**

5. Retaining walls greater than 18 inches require stamped and signed design calculations provided by a structural engineer.

#### **PAVING AND RIGHT OF WAY:**

6. Sidewalks within the site are dimensioned at 5 feet wide. Where the sidewalk is adjacent to parking the width should be increased to 7 feet to allow for bumper overhang and/or door swing without substantial impact to the clear width of the walkway.

7. The plan shows the construction of a parking lane along the south side of Grand Street. It is understood that the City and applicant will coordinate on the overall improvement of Grand Street. Future plans will provide a greater level of clarity of the scope.
8. Sidewalk ramps shall be aligned along the proposed Baker Road driveway.

The above comments should be addressed per the requirements in the City of Dexter Engineering Standards. Should you have any questions about this review, please feel free to contact me at 313-481-1252 or via e-mail at [pat.droze@ohm-advisors.com](mailto:pat.droze@ohm-advisors.com).

Sincerely,  
OHM Advisors



Patrick M. Droze, P.E.  
Project Engineer

cc: Courtney Nicholls, City Manager  
Dan Schlaff, DPS Superintendent  
Dan Dettling, Dexter Area Fire Department  
File

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## Dexter Area Fire Department

8140 MAIN STREET • DEXTER, MICHIGAN • 48130-1044  
TELEPHONE: (734) 426-4500

FIRE CHIEF  
ROBERT L. SMITH

July 21, 2016

Michelle Aniol  
Community Development Manager  
City of Dexter  
8140 Main St.  
Dexter, MI 48130

Subject: Plan review of: Grandview Commons  
Plans dated: July 11, 2016

Dear Mrs. Aniol:

The Dexter Area Fire Department (DAFD) has reviewed plans submitted to our Department. We have reviewed these plans with Fire Safety and Prevention in mind. Our resources are the City's Fire Protection Ordinance and City's Engineering Standards. Below are our comments.

**DAFD Comments: 1) Unknown if these roadways will be public or private? DAFD does not support private roadways without a detailed plan in place and approved for public safety**

**City of Dexter Engineering Standards (as it refers to fire hydrant location & fire department connections): The needed hydrants are correct but the location(s) will need to change for better protection. DAFD will work with the Developer for these changes.**

**Fire Protection Ordinance:** Requirements of this Ordinance will need to be incorporated in future plans before approval: related but not limited to: Knox Box International Fire Code (IFC) Section 506, Addressing IFC Section 505, Minimum Roadway Widths IFC Section D 103, Fire Lane Signage IFC Section 503.3 & D 103, Portable Fire Extinguishers IFC Section 906 Fire Suppression, Fire Alarm Systems and Kitchen Fire Suppression System (if Applicable) IFC 105.7 & Washtenaw County Building Department. **DAFD Requirements: 1) Confirm the roadway names and addressing of this structures as well as the individual units 2) Confirm location of Fire Department Connections 3) Roadway widths and access within Ordinance with no parking fire lane signage.**

**DAFD Recommendations:** These buildings be connected to a fire alarm system that is monitored by an offsite agency. The installation of fire suppression for all of these buildings.

Donald Dettling  
Fire Inspector

Cc/Fire Chief     Robert L. Smith  
City Mgr.       Courtney Nicholls

SMOKE DETECTORS SAVE LIVES

**PLANNED UNIT DEVELOPMENT  
DEVELOPMENT AGREEMENT  
CITY OF DEXTER  
AND  
MMB EQUITIES, LLC**

THIS PLANNED UNIT DEVELOPMENT AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Dexter, ~~of~~-8140 -Main Street, Dexter, Michigan 48130, (hereinafter "City"), and MMB Equities, LLC, a Michigan Limited Liability Corporation, 7444 Dexter Ann Arbor Road, Suite F, Michigan 48130 (hereinafter "Developer").

**WITNESSETH:**

This Agreement is made based on the following underlying facts and circumstances:

- A. The City desires to promote a residential environment with diverse housing options for City residents, recognizing that a viable, healthy residential component is of primary importance to the overall health and vitality of the community.
- B. The City desires to preserve and strengthen the existing character of the downtown area as an historic, pedestrian-scaled community, with traditional site and architectural design creating an aesthetically memorable place with vibrant streetscapes and community spaces.
- C. The City encourages redevelopment along the Baker Road corridor, which serves the needs of Dexter's growing population
- D. The City encourages common design elements, such as: architecture, streetscape, signage, and landscaping that promote continuation of the downtown theme along the Baker Road corridor.
- E. The City desires to provide a variety of safe, efficient modes of transportation to meet the needs of City residents and visitors.
- F. The City ~~desired~~-desires to encourage development in accordance with adopted the Master Plan.
- G. The City desires to support and encourage development consistent with the DDA Development Plan.
- H. The Developer is the owner in fee simple of 8.57 acres of real property (the "Property") at the southwest corner of Grand Street and Baker Road and more particularly described in Exhibit A attached hereto.
- I. Prior to execution of this Agreement, the Property was zoned I-1, Limited Industrial. Upon execution of the Agreement the Property shall be rezoned by the City to VR ~~VillageCity~~ Residential with a PUD Planned Unit Development Overlay.
- J. The Developer intends to redevelop the Property with 76 attached residential condominium units; which will be served by public water and sanitary sewer services. This development will be completed pursuant to an approved Area Plan, which ~~hereinafter development~~ will be referred to as Grandview Commons.
- K. Pursuant to the requirements of the Zoning Ordinance for the City of Dexter, the Developer has submitted to the City, and the City has approved, an Area Plan, an Area Plan Petition and supporting documentation (collectively, the "Area Plan"). The Area Plan and supporting documentation are set forth in Exhibit B.
- L. Subject to the execution and recording of this Agreement, the development illustrated and described in this Agreement and in the Exhibits attached hereto, is hereby approved in accordance with the authority granted to and vested in the City Council pursuant to Michigan Public Act 110 of 2006, as amended (the Michigan Zoning Enabling Act); Michigan Public Act 33 of 2008, as amended (the Michigan Planning Enabling Act); Michigan Public Act 59 of 1978, as

amended (the Michigan Condominium Act); and in accordance with the Zoning Ordinance of the City, ~~as amended, except as modified herein~~ and subject to the terms of this Agreement. The approval of Grandview Commons Planned Unit Development does not relieve the Developer from compliance with applicable provisions of the Michigan Condominium Act and the City of Dexter Zoning Ordinance, ~~except as modified herein~~, nor shall it be deemed to confer any approval other than required by law.

- M. The City and the Developer now desire to enter into this Agreement which, among other things, shall set forth the mutual and respective covenants, obligations, and undertakings of the City and Developer with respect to the Planned Unit Development.

**NOW THEREFORE**, in consideration of the foregoing premises, ~~which the City and Developer represent to be true and accurate, and which shall become part of the Parties' obligations herein~~, and the mutual and respective covenants, obligations, and undertakings of the Parties set forth below, the Parties, intending to be legally bound by this Agreement, agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms and phrases shall be defined as described below:
  - a. Approved Area Plan: The Area Plan approved by the City Council governing Planned Unit Development Projects, dated \_\_\_\_\_ and attached hereto as Exhibit XB.
  - b. Association: The Grandview Commons Condominium Association, a Michigan non-profit corporation, requires mandatory membership of all unit owners within the Project who will become bound by the condominium documentation governing their use of the Project. The Grandview Commons Condominium Association assumes control of the common area within the Project and operations of the Project upon the recording of the Master Deed that establishes Grandview Commons at the office of the Washtenaw County Register of Deeds.
  - c. Developer: MMB Equities, LLC, 7444 Dexter Ann Arbor Road, Suite F, Michigan 48130, a Michigan corporation, its successors and/or assigns. In the event of a transfer of ownership, Developer, as defined above, shall remain responsible for the performance of any of its obligations hereunder ~~that have matured and are unperformed as of the date of transfer~~. The Developer has control over maintenance of the Property until such time as the Master Deed, establishing the condominium as the Project, is recorded. The Association shall be responsible for maintenance of general common elements upon the establishment of the condominium as a Project at which time the maintenance of the general common elements in the condominium shall be the obligation of the Association.
  - d. ~~Final Site Plan: The detailed drawings of the Project submitted and reviewed in accordance with Article 21, Section 21.04-E, of the City Zoning Ordinance~~
  - e. Parties: The Developer, City and Association. If more than one person or entity is the Developer, City or Association, the obligation imposed on that party shall be joint and several.
  - e. Project: Certain land located in the City of Dexter, commonly known as Grandview Commons located on the south side of Grand Street, at the southwest corner of Grand Street and Baker Road, and which encompasses 8.57 acres of land, as described in Exhibit X-B of this Agreement ("Property"), to be developed as attached residential condominium units, as approved by the Planning Commission and City Council in the Area Plan.
  - f. Performance Guarantee Bond: "Performand Guarantee Bond" shall have the meaning set forth in paragraphs \_\_\_\_\_.
  - g. Final Site Plan: [DISCUSS PER PHASING HOW THIS SHOULD BE DEFINED]

**Comment [SE1]:** Does this include the Site Plan or is this the same as the Final Site Plan?

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**Comment [SE2]:** Why deleted? Is this different than the Area Plan?

- h. Infrastructure Improvements: "Infrastructure Improvements" shall have the meaning set forth in paragraph \_\_\_\_.
- i. Site Improvements: "Site Improvements" shall have the meaning set forth in paragraph \_\_\_\_.
- j. Final Zoning Compliance Certificate: "Final Zoning Compliance Certificate" shall have the meaning set forth in paragraph \_\_\_\_.
- f.k. Zoning Ordinance: "Zoning Ordinance" shall mean the City of Dexter Zoning Ordinance as amended from time to time.
- g.l. City: The City of Dexter, a Michigan municipal corporation, Washtenaw County, Michigan.

2. Developer Commitments

- a. The Developer agrees to develop the area of land described in Exhibit B.
- b. The Developer agrees to develop the Pproject as detailed on the Area Plan dated, XX,XX,XX and attached as Exhibit B.
- c. The Developer agrees to provide the following recognizable and material benefits, solely at hisits cost:
  - 1) On-street public parallel parking along the entire frontage of the Pproperty along Grand Street;.
  - 2) Decorativee streetlights along the entire frontage of the Pproperty along Baker Road;.
  - 3) Public art pad at the corner of Baker Road and Grand Street;.
  - 4) A 10-foot wide public access easement and 8-foot wide multi-purpose pathway from Grand Street to Mill Creek Park, along with two (2) benches;.
  - 5) Installation of a rapid flashing beacon to improve the existing pedestrian crosswalk on Baker Road, in front of the Property; .plus
  - 6) Elevations depicted along Grand Street; .and
  - 7) Sidewalk connectivity between Baker Road and the duplex units;.
- d. No Outdoor Storage: Developer agrees that there will be no outdoor storage of material or equipment, and agrees that the site will be maintained in a neat and orderly condition at all times.
- e. Rubbish Removal: Developer shall remove all discarded building materials and rubbish from the Project at least once each month during construction of improvements and within one month of completion or abandonment of construction. No burning or burying of discarded construction material shall be allowed. At Developer's discretion, material that can be environmentally recycled may be re-used on the Pproject.
- f. Landscaping: Developer shall landscape in accordance with the Final Site Plan. All trees and plants shall be guaranteed by the Developer for two (2) years after issuance of final zoning compliance. In that time all plant materials that are unsightly, dead, dying, or that become unhealthy because of damage, neglect, drainage problems, disease, insect infestation, or other causes shall be replaced. Replacement materials shall meet all standards of the original installation. Developer shall submit a two-year landscaping material cash or warranty bond at time of final zoning compliance for the last unit in each development Phase. Amounts shall be established per City Council resolution. All landscaping materials must be healthy and in good condition at the time of inspection. Landscaping materials shall be

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Comment [SE3]: Should any of these be defined further? Are there drawings, renderings or plans? If not, should they be subject to further City approval and review?

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Comment [SE4]: Is this the same as the Area Plan, which is Exhibit B? If not, it is not otherwise defined in this document.

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warranted from the date of approval as documented during final zoning compliance inspection. Verification of planting date and species information shall be submitted with the Final Zoning Compliance application. Final Zoning Compliance Applications shall not be approved and Certificate of Occupancy permits shall not be issued until the planting date and species information has been submitted or a performance bond has been submitted by the Developer in an amount as approved by the City. All landscaping shall be installed prior to the issuance of the Final Zoning Compliance permit, as described in Section 12; provided, however, that the City may, at its discretion, require Developer to post a Performance Guarantee if the landscaping is not complete, as described in Section 12, herein.

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g. Indemnification: Developer shall defend, indemnify, and hold harmless the City, together with its officers, employees, agents and assigns, against any and all claims, suits, demands, causes of action, liabilities, and judgments, whether for damages or equitable relief, arising out of i) any alleged negligent act(s) by Developer or its agents, successors and assigns, concerning the Project; ii) any breach of this Agreement by Developer; or iii) the Developer's improvement or access to public right of ways, utilities or other public infrastructure with respect to the Project; or (iv) any other claim otherwise arising out of this Agreement or concerning the Project, except as set forth in Section 2.h (collectively "Claims") not cause by or arising from the negligence or willful misconduct of the City. The Developer shall indemnify the City for all damages and reasonable costs associated with the defense of such claims or suits, including attorney fees. In the event any legal action or administrative proceeding is brought against the City by reason of any such Claims, the City shall be entitled to retain counsel of its choice.

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h. Limitation. The indemnification by the Developer in Section 2.g shall not apply to claims, suits, or damages arising out of the City's own negligence, the City's failure to perform contractual obligations, or City violations of local, state, or federal law.

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i. Utilities:

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1) The Developer agrees to cut and cap an existing 4-inch water main at the connection to an existing 8-inch water main at the intersection of Grand Street and Baker Road, and then install a new 8-inch water main along the entire Grand Street frontage of the Property, at his sole expense. Developer agrees to install a 2-inch type K copper lead from the main to an existing shut-off box, located at the northern edge of the Grand Street ROW, at the Developer's sole cost and expense.

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2) The Developer agrees to install a new 10-inch sanitary sewer along the south side of the Grand Street right-of-way, and along the entire Grand Street frontage of the Property, at the Developer's sole cost and expense.

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3) The Developer agrees to provide public utility easements of varying widths for public water, sanitary and storm water sewers, as shown on the Area Plan.

4) The Developer agrees to remove a portion of an existing 30-inch storm sewer, and then re-route and install a new 30-inch storm sewer, at the Developer's sole cost and expense.

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Comment [SE5]: Where? At what location? Is this shown on the Area Plans?

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5) Developer agrees to install all electric, telephone and other communication systems underground, in accordance with the requirements of the applicable utility company and Zoning Ordinance.

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Comment [SE6]: Does Zoning Ordinance require underground? If so, it should be cited here.

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6) Developer agrees that no part of the storm water detention basins shall be allowed to remain in an unkempt condition. All grass and other vegetation shall be maintained and cut to reasonable heights at reasonable intervals (grass within storm water basins shall not exceed twelve (12) inches in height). The City

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~~retains~~ the right to assume maintenance of the storm water basins if the Developer fails to provide minimum maintenance consistent with the aforementioned standards. Any and all costs ~~or expenses~~ (including interest at the rate of 1% over the prime loan rate, as established by the Federal Reserve, which shall accrue on the amount billed until paid) incurred by the City in such maintenance and enforcement of these provisions shall be billed to ~~and paid by the Developer.~~ Developer hereby consents to the placement of a lien against the property by the City if maintenance costs are not paid within 60 days of invoice date. The City reserves the right to take any action it deems necessary to remedy any nuisance under the City Public Nuisance Ordinance.

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Comment [SE7]: Should this also include the Association? What happens after control transfers to the Association?

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Comment [SE8]: Should this also run to the Association?

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Comment [SE9]: Let's discuss this? When does this occur? Are there triggers before this requirement must be complied with? What is the purpose/ reason for the transfer?

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### 3. City of Dexter Commitments

- a. Inspection: The City agrees to provide timely and reasonable City inspections as may be required during construction.
- b. Recordation: The City agrees to cooperate in recordation of this Agreement with the Washtenaw County Register of Deeds. However, Developer shall ensure the timely recordation of this Agreement.
- c. Issuance of Permits: The City agrees to issue Zoning Compliance and Occupancy Certificates as provided in Section 13 consistent with the requirements of this Agreement and the City's Zoning Ordinance.
- d. The City agrees to accept dedication of public infrastructure to the public, provided the Developer has complied with the requirements of Section 11.e, below.
- e. The City agrees to quit claim XX.X acres of vacant property adjacent to the Property, as shown in Exhibit C.

### 4. Permitted Use of the Property.

The Area Plan for Grandview Commons shall permit the Developer to redevelop the Property, in accordance with the terms of this Agreement for ~~the following uses: Seventy Six (76) residential dwelling units, seventy six (76) attached residential dwelling units, in the following configurations;~~

- i) Five, 4 unit townhouse buildings (20 dwelling units)
- ii) Four 8-plex buildings (32 dwelling units)
- iii) Four 4-plex buildings (16 dwelling units)
- iv) Four duplex buildings (8 dwelling units)

2.

### 3-5. History of the Review Procedure and Action taken by the Planning Commission and City Council.

The following is a summary of the actions taken by the Planning Commission and City Council, in association with this project:

- a. Area Plan Review. Review and public hearing by the Planning Commission was conducted on June 6, 2016. Following the public hearing the Planning Commission voted to recommend, with recommendation of conditional approval, on June 6, 2016 and approval by The City Council granted approval on \_\_\_\_\_, 2016.
- b. Planned Unit Development Final Site Plan Review. Review by the Planning Commission, with recommendation for approval on \_\_\_\_\_, 2016 and approval by City Council on \_\_\_\_\_, 2016.

Comment [SE10]: Why deleted? Is this different from the Area Plan?

### 4-6. Plan and Documents Submitted by the Applicant.

The approved ~~PUD~~ Area Plan (Exhibit B) incorporates the material representations the Developer made ~~in the following plan~~ and documents submitted in pursuit of PUD approval to the extent that such representations are not inconsistent with the recitals and terms contained herein:

- a. PUD Petition Area Plan Petition submitted to the City on May 6, 2016.

b. Area Plans prepared by Metro Consulting Associates, dated ~~revision dated June 2, 2016, July 11, 2016, and~~ consisting of the following:

- i) Area Plan Cover page
- ii) Preliminary Topographic Plan Survey
- iii) Demolition Plan
- iv) Layout Plan
- v) Soil Erosion and Sedimentation Control Plan
- vi) Soil Erosion and Sedimentation Control Details
- vii) Overall Grading Plan
- viii) Detailed Grading Plan 1
- ix) Detailed Grading Plan 2
- x) Detailed Grading Plan 3
- xi) Utility Plan
- xii) Stormwater Management Plan and Calculations
- xiii) Stormwater Management Calculations Pond A
- xiv) Stormwater Management Calculations Pond B
- xv) Landscape Plan
- xvi) Parallel Plan
- xvii) Details
- xviii) Phasing Plan
- xix) Proposed Exterior Elevations and Floor Plans, received July 12, 2016
- iii) Conceptual Utility Plan
- iv) Conceptual Landscaping Layout
- v) Parallel Plan

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c. Studies and Technical Memorandum(s)

- i) Traffic Impact Analysis dated, January 2016, prepared by C&A Engineers and updated on May ~~13, 2016 and~~ \_\_\_\_\_.
- ii) Impact assessment regarding natural resources and natural features; economic impacts on City services, etc.; and short and long term impacts, including duration, dated February 1, 2016, prepared by MMB Equities and others.
- iii) Infiltration Basin Exploration Report dated, June 17, 2016.

The City enters into this Agreement ~~in reliance upon and on the assumption~~ based on the representation by Developer that all plan and supporting documentation submitted to the City are true and accurate. If any plan, documents or statements that are material to the project are materially ~~untruthful-untrue~~ or inaccurate, then such plan, documents, or statements shall be deemed a violation of the Zoning Ordinance and this Agreement. The remedies for such violation shall be such as are provided by law or equity ~~for violation of a Zoning Ordinance~~. If there are any discrepancies between the supporting documentation and this Agreement, including Exhibits, this Agreement shall control.

~~5-7.~~ **Effects of Area Plan Approval,**

a. The Developer and the City acknowledge and agree that rezoning of the Property to

VR VillageCity Residential constitutes approval of the Area Plan (Exhibit B) as the plan for general configuration, road layout, location and amount of land occupied by permitted uses, and easements, subject to final site plan approval and condominium document review and recording.

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b. References in this Agreement to activities by the Developer in relation to this PUD are intended to include the Developer's transferees, assigns, and any subsequent owner of the Property, unless the context dictates otherwise.

Comment [SE11]: Should this reference the Association also?

c. To the extent that development of the Property in accordance with this Agreement and Plan deviate from Zoning Ordinance regulations, this Agreement and the Area Plan shall control. All improvements constructed in accordance with this Agreement and Plan shall be deemed conforming under the Zoning Ordinance. All references in this Agreement to the Zoning Ordinance shall be deemed to refer to the Zoning Ordinance in effect as of the date of this Agreement. The project shall not be subject to any additional zoning requirements contained in any amendment or additions to the Zoning Ordinance that conflict with the provisions of this Agreement or the Plan, unless the Plan is materially altered at the request of the Developer and with the approval of the City.

Comment [SE12]: We should discuss this further.

6-8. **Permits from Review Authorities**

Developer will be required to obtain permits for all requirements from all jurisdictions having authority over the Perproject, including the City of Dexter, Washtenaw County and the State of Michigan. The City will cooperate with the Developer's efforts to obtain such permits and will execute such applications, permits or other documents required of the City by the applicable State and County regulatory agencies, if any, provided that all costs and fees relating to same are paid by Developer.

7-9. **Creation of Condominium Association; Maintenance Responsibilities**

Developer will record and provide recorded copies of the Grandview Commons Master Deed and Bylaws governing the project and the Association, following review and approval by City Council.

8-10. **Phasing**

Developer has proposed a maximum of 3 Phases within the Master Deed and Bylaws, as show on the Area Plan.

9. **Easements**

Developer will provide all necessary public utility easements as noted on the Final Site Plan. The City wills Quit Claim the property referenced in Exhibit C.

Comment [SE13]: Why deleted? Are easements needed?

10-11. **Utilities**

a. **Allocation of Residential Equivalency Units (REUs)Water and Sewer Tap Fees.**

The City allocates seventy six (76) sanitary sewer REUs of capital charges to be used by the Developer or builders within the PUD. A credit of 19 REU's shall be applied for existing infrastructure. The Developer agrees to pay all fees related to tapping into and using the public water and sewer system (collectively, the "Tap Fees"), as adopted by the City and generally applicable on the date of this Agreement, which is Eight Thousand and 00/100 (\$8,000/REU), for a total tap fee amount of \$456,000.

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b. **Sanitary Sewer.**

c. **Stormwater Management.** A stormwater management maintenance schedule shall be part of the Master Deed for the Project, further establishing the means of permanent financing for required maintenance and improvement activities, which shall be the responsibility of the condominium Association.

1) Additional Drainage Requirements: Before Developer may commence construction of the Infrastructure Improvements, suitable easement and/or maintenance agreements for drainage and/or storm system inspection, maintenance and repair must be approved by the City of Dexter.

d. Additional Requirements: Manholes, curb boxes, gate wells, D-boxes, and other similar structures shall not be installed within sidewalks, driveways, and drive aisles.

a-e. Dedication: The Developer shall dedicate to the City all Infrastructure Improvements that meet the criteria established by the City and attached to this Agreement as Exhibit E. Prior to any dedication of the Infrastructure Improvements, the Developer shall provide three (3) copies of record drawings (as-built drawings), showing that the Infrastructure Improvements have been constructed and installed per City specifications, including any required detention areas and all necessary grading and paving prior to dedication. Developer also agrees to post maintenance and guarantee bond in the amount of fifty percent (50%) of the actual final cost of the Infrastructure Improvements. Said bond shall be in effect for two (2) years subsequent to the acceptance by the City of the dedicated Infrastructure Improvements. If the Infrastructure Improvements have been completed in compliance with the approved Final Site Plan, the City shall accept dedication, but only (i) if the Developer is not otherwise in default past applicable grace and cure periods under this Agreement and (ii) after the City engineers have inspected and approved the Infrastructure Improvements to determine their compliance with the applicable City standards.

12. Access Drives and Drive Aisles:

a. The access drives and drive aisle within the Project shall be private and remain private unless otherwise approved by City Council in connection with a Developer's request to dedicate ~~the same~~. There shall be no obligation on the part of the City to accept any such dedication.

b. Developer shall obtain a Traffic Control Order from the Project reasonably acceptable to the City for the purpose of ensuring that the Michigan Uniform Traffic Code laws are enforceable by the Washtenaw County Sheriff's Department on the private access drives and drive aisles within the Project. The City agrees to cooperate as reasonably necessary to assist the Developer in obtaining a Traffic Control Order, provided that all fees, costs or charges are paid ~~or reimbursed~~ by the Developer.

c. The Developer agrees to install public and private road signs in accordance with the approved Final Site Plan. The Developer agrees to post "No Parking" signs on one side of each access drive and drive aisle. Unless the approved Final Site Plan specifies a contrary standard, all signage shall meet the requirements of the Michigan Manual of Uniform Traffic Control Devices.

13. Project Operation, Repair and Maintenance

a. Maintenance of Property: The Developer shall maintain, repair and replace all improvements at the Project including landscaping, drains and storm water detention facilities. The Developer will assure that public and common areas will be or have been irrevocably committed for that purpose and provide the City with a means of legally enforcing such commitments reasonably satisfactory to the City. Grass in open lawn areas shall not exceed eight (8) inches in height. The Developer shall be responsible for the removal of snow from the sidewalk to be located along Grand Street and Baker Road, on-street parking spaces, and all walkways within the Project. Hazardous conditions caused by fallen trees and other dangerous circumstances shall be remedied within forty-eight (48) hours, weather permitting.

b. City Maintenance Rights. The City retains the right to assume maintenance of the

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- Comment [SE14]: This does not appear to be a defined term?
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Property if the Developer fails to provide minimum maintenance consistent with these aforementioned standards after a ten (10) day written notice is sent in accordance with the City of Dexter Public Nuisance Ordinance. Any and all costs (including interest at the rate of one percent (1%) over the prime rate established by Federal Reserve, which shall accrue on the amount billed until paid) incurred by the City in such maintenance and enforcement of these provisions shall be billed to the Developer. The Developer hereby consents, to the placement of a lien against the Property by the City if maintenance costs are not paid within sixty (60) days of invoice date. The City reserves the right to take any action it deems necessary to remedy any nuisance under the City Public Nuisance Ordinance.

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44.14. Issuance of Zoning Compliance, and Building Permits, and Certificates of Occupancy

Except as set forth below, the City shall issue a certificate of final zoning compliance in the customary form (the "Final Zoning Compliance") for the Project after all Improvements required by this Agreement and the approved Final Site Plan have been completed, in accordance with the terms and conditions of this Agreement. ~~Final Zoning Compliance will be issued upon completion of individual duplex and brownstone units. Any incomplete site work will require posting of a Performance Guarantee to assure the completion. Final Zoning Compliance will be issued upon completion of individual stacked units. Notwithstanding the foregoing, the City shall issue a Final Zoning Compliance permit for a portion of the completed Improvements, for each development Phase of the Project that meet all generally applicable criteria for same, for the sole purpose of allowing the Developer to obtain a certificate of occupancy, in its customary form from the City for a completed Building. In the event Final Zoning Compliance is requested for any Building in the Project prior to completion of all Infrastructure Improvements required by this Agreement, as set forth in the approved Final Site Plan, the City may, in its sole and unfettered discretion, condition the issuance of such Final Zoning Compliance upon the delivery by the Developer of security in the form of a performance guarantee bond (cash deposit or irrevocable letter of credit) to the City to ensure the completion of all Infrastructure Improvements required by the approved Final Site Plan that serve the applicable Building. The amount and form of any such performance guarantee bond shall be in accordance with the Resolution establishing performance guarantee amounts, attached hereto as Exhibit D. No Final Zoning Compliance shall be issued for a Building, unless any required performance guarantee bond is posted or all Infrastructure Improvements and Site Improvements serving such Building are completed. In the event the Developer is unable to meet these terms due to timing, weather, etc. prior to the request for a Final Zoning Compliance Certificate, the Developer agrees to post a Performance Guarantee Bond, in the form of a bond mutually agreeable to both parties, cash deposit or in-evocable letter of credit, for any of the foregoing improvements per Article 21 of the City of Dexter Zoning Ordinance on a per building basis, except that the Developer shall have installed an all-weather surface on the drive aisles before issuance of any full or partial Final Zoning Compliance Certificate. Landscaping completion will shall not be required until at the Final Zoning Compliance request for the last unit in each development Phase. Any incomplete site work will require posting of a Performance Guarantee, as cited herein, to assure completion.~~

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42.15. Engineering

Final Site Plan Review will include engineering details in accordance with City standards, with the exception of the pavement cross section. ~~As discussed in the Pre Application meeting the Developer will shall be permitted to reuse the crushed concrete from the building demolition for base material under all pavement areas in the project. The sand subbase will may not be required.~~

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13. Private Infrastructure Inspections

~~The Developer will construct the proposed private infrastructure in accordance with the approved site plan and will not be required to have on-site City Engineering inspections for private infrastructure, including stone base, paving, concrete, and private storm sewer.~~

14. **Public Infrastructure Inspection**

The City will be responsible for inspection to re-route the existing public storm sewer.

45.16. **Construction Activity – Hours of Operation and Penalties**

Exterior construction will be limited from 7:00 am – 7:00 pm Monday through Saturday.  
Interior construction will be limited from 6:00 am – 8:00 pm.

46.17. **Modification to Agreement and/or Area Plan**

a. **Written Easements; ZBA Authority; Minor Amendments.** This Agreement may not be modified, replaced, amended, or terminated, without the prior written consent and resolution of the City Council and the Developer or its successors in title to the Property as of the date of the modification, replacement, amendment, or termination. The City of Dexter Zoning Board of Appeals shall not have any authority to grant any variances for any of the subject matter contained within this Agreement.

Minor modifications to the approved PUD plans may be approved by the Zoning Administrator, ~~which approval shall not be unreasonably withheld;~~ Any such minor modification shall not require an amendment to this Agreement. Minor modifications that may be administratively approved include:

- A change in residential floor area.
- An increase in nonresidential floor area of five (5) percent or less.
- Horizontal and/or vertical elevation changes of five (5) percent or less.
- Designated “Areas not to be disturbed” or open space may be increased.
- Plantings approved in the Final PUD Landscape Plan may be replaced by similar types of landscaping on a one-to-one or greater basis.
- Changes to building materials to another higher quality material.
- Changes in floor plans, which do not alter the character of the use.
- Slight modification of sign placement or reduction of size.
- Minor variations in layout, which do not constitute major changes in the opinion of the Zoning Administrator.
- An increase in gross floor area or floor area ratio of the entire PUD of one (1) percent or less.

b. **Amendments.** The Developer and the City agree to amend this Agreement and the Exhibits attached hereto as may be necessary or required to comply with the requirements of any federal, state or county statute, ordinance, rule, regulation, or requirement relating to the PUD, and that any such amendment shall be effective as if originally set forth herein. ~~In addition, the Developer and the City agree to this Agreement and the Exhibits attached hereto as may be appropriate, necessary, or required in order to conform to any final surveys and engineering requirements and any final plats or plans that shall have been approved by the City of Dexter from time to time.~~

18. **Applicability to Other Zoning Requirements.** In the absence of specifications and standards in the approved PUD Plan or documents for accessory buildings, fences, exterior lighting, antennae, and similar features commonly associated with residential development,

Comment [SE20]: What plans does this include? Should this be a defined term?

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proposals to construct or install such features shall comply with the dimensional requirements and other regulations for such facilities as set forth in the Zoning Ordinance.

19. **Performance Guarantee.** Prior to scheduling of a pre-construction meeting, the Developer shall submit a performance guarantee, in an amount and form as required by the City to assure timely and proper completion of proposed public improvements.

20. **Inspections.** All inspections for the Infrastructure Improvements will be performed by the City or such other public entity having jurisdiction. All applicable, reasonable, necessary, and documented fees for such inspections of the Infrastructure Improvements shall be paid by the Developer.

47.21. **City Not Responsible for Damages.** The Developer agrees that, absent gross negligence or willful misconduct on the part of the City, its employees, agents, representatives or contractors, or by reason of the City's course of conduct resulting in a continuing or material default of its obligations under this Agreement, the City shall not be responsible to the Developer for damages arising out of a claimed breach of this Agreement. In such event, the Developer's sole remedy ~~(except in the event of a material defect)~~ shall be a claim for specific performance in the Washtenaw County Circuit Court. In the event of any litigation relating to this Agreement, the prevailing party (as determined by the trial Court) will be entitled to reimbursement of reasonable attorney fees and costs.

48.22. **Approval Runs with the Land.** The approval of the Area Plan and potentially the subsequent PUD described herein and the Exhibits attached hereto, and the terms, provision, and conditions of this Agreement run with and bind the land, and shall bind and inure to the benefit of the successors and assigns of the parties thereto, in the event that the Developer conveys or otherwise transfers its interest in the Property, the Developer shall have the right to assign to its grantee or transferee the Developer's rights and obligations under this Agreement, provided that any such assignee shall first execute a written acknowledgment agreeing to be bound by the terms of this Agreement, and upon such assignment, the Developer shall have no further obligations or liability hereunder; provided such obligations and liabilities are assumed by such grantee or transferee. This approval shall not expire.

49.23. **Recording of Agreement.** The Developer shall record an executed copy of this Agreement with the Washtenaw County Register of Deeds, and provide evidence of such action to the City prior to issuance of any permits to commence construction in accordance with the Plan. The Developer shall pay any costs or fees associated with recording.

20.24. **Governing Law.** This Agreement shall be construed under the laws of the State of Michigan.

24.25. **Violation.** In the event there is a failure to perform any obligation or undertaking required under or in accordance with this Agreement and the attachments thereto, in addition to any actions authorized under City ordinances and/or state laws, the City shall have the right, but not the obligation, to serve written notice upon Developer or successor owners (for purposes herein, "Owner"), setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place for a hearing before the City Council, or such other body, or official delegated by the City Council, to allow Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation that has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If the City Council or the other designated body determines that the obligation has not been fulfilled or failure corrected within the time specified in the notice, the City shall then have the power and authority, but not the obligation, to take any or all of the following actions:

- a. Enter the Property, or cause its agents or contractors to enter the Property, and perform such obligations or take such corrective measures as reasonably found by the City to be appropriate.
- b. Initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the PUD Documents. In the event the City is the prevailing

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party in such litigation, Owner shall pay all court costs and attorney fees incurred by the City in connection with such suit.

The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner within thirty (30) days of a billing to Owner. If such costs and expenses have not been paid within thirty (30) days of a billing to Owner, all unpaid amounts may be placed on the delinquent tax rolls of the City relative to such portion of the Property, to accumulate interest and penalties, and to be deemed and collected, in the same manner as for collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against Owner and, in such event; Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit if the City prevails in collecting funds.

Any failure or delay by the City to enforce any provision contained in this Agreement shall in no event be deemed, construed, or relied on as a waiver or estoppel of the right to eventually do so in the future. Each provision and obligation contained in this Agreement shall be considered to be an independent and separate covenant and agreement and, in the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions and/or obligations shall nevertheless remain in full force and effect.

~~22-26. **Entire Agreement: Termination.** This Agreement and the Exhibits attached hereto constitutes the entire agreement between the parties relating to the subject matter herein and may not be modified replaced or amended, without the prior written consent of the Developer and the City of Dexter in accordance with the terms of this Agreement.~~

~~23-27. **Authority.** The signatories to this Agreement represent that they have been duly authorized to execute this Agreement on behalf of the parties hereto.~~

~~28. **Remedies Cumulative.** The remedies provided for herein are cumulative. The failure of a party to enforce its rights with respect to any breach hereof will not constitute a waiver by the party of its rights with respect to subsequent breaches.~~ **Default and Remedies**

a. Default by Developer. The occurrence of any of the following events shall be a default by Developer under this Agreement: (i) Developer fails to pay when due (or within thirty (30) days after written notice of such failure to pay from the City to Developer) any payment obligations to the City under this Agreement, (ii) Developer fails to cure its failure to perform any other covenant, agreement, obligation, term or condition set forth in this Agreement within thirty (30) days after written notice thereof from City to Developer; provided, however, that if such default is susceptible of cure but such cure cannot be accomplished with reasonable diligence within thirty (30) days, then, so long as the Developer commences to cure such default promptly after receipt of notice thereof from City, and thereafter prosecutes the curing of such default with reasonable diligence, such period of time shall be extended for such period of time as may be necessary to cure such default with reasonable diligence, (iii) Any material representation or warranty made in this Agreement or in connection with any application or commitment relating to the Project is materially false or misleading in any material respect at the time made, and the same has a materially adverse effect on the Project, (iv) a failure by the Developer to pay the property taxes levied against the Project or (v) any dissolution, termination, or partial or complete liquidation of Developer prior to completion of the Project.

b. Remedies of City. In the event of a default by the Developer under this Agreement, the City may pursue all rights and remedies available at law or in equity, including without limitation (i) the right to terminate this Agreement, (ii) the lien rights specifically set forth in this Agreement and (iii) the right to refuse any dedication by the Developer of the Infrastructure Improvements.

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c. Default by the City. The occurrence of any of the following events shall be a default by the City under this Agreement:

i) City fails to pay when due (or within ten (10) days after written notice of such failure to pay from the Developer to the City) any payment obligations to the Developer under this Agreement.

ii) City fails to cure its failure to perform any other covenant, agreement, obligation, term or condition set forth in this Agreement within thirty (30) days after written notice thereof from Developer to City; provided, however, that if such default is susceptible of cure but such cure cannot be accomplished with reasonable diligence within thirty (30) days, then, so long as the City commences to cure such default promptly after receipt of notice thereof from Developer, and thereafter prosecutes the coming of such default with reasonable diligence, such period of time shall be extended for such period of time as may be necessary to cure such default with reasonable diligence, or

iii) any material representation or warranty made in this Agreement is materially false or misleading in any material respect at the time made, and the same has a materially adverse effect on the Project.

24.d. Remedies of Developer. In the event of a default by the City under this Agreement, the rights and remedies of the Developer shall be limited to (i) termination of this Agreement upon written notice to the City and/or (ii) actual damages specific performance. The City shall not be liable to the Developer for any money damages, including without limitation, consequential or speculative damages under any circumstances.

29. Binding Effect: Upon the approval by the City of the PUD Petition and Area Plan, the covenants, agreements, terms, provisions and conditions of this Agreement shall bind and benefit the several respective representatives, successors, heirs, and assigns of the Parties. The obligations of the Developer contained herein shall be binding on successors, heirs, and assigns in ownership of the Project. If the Developer is comprised of more than one person or entity, such persons or entities shall be jointly and severally liable for the obligations of the Developer under this Agreement.

30. Transfer of Agreement: In the event the Developer transfers the Property in bulk, the Developer agrees to provide the City with a copy of the deed the Developer delivers to any such transferee, which deed shall be expressly subject to this Agreement.

31. Severability: The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions of this Agreement unenforceable, illegal or invalid.

~~Whole Agreement: This Agreement contains all of the agreements of the parties and cannot be amended or modified except by the mutual consent of the parties in writing.~~

25-32. Notice. Any notices required by the terms of this Agreement shall be in writing, and mailed to the other party via the United States Postal Service addressed to such party at the address set forth, at the beginning of this Agreement, or to such other address as one party may provide to the other by notice.

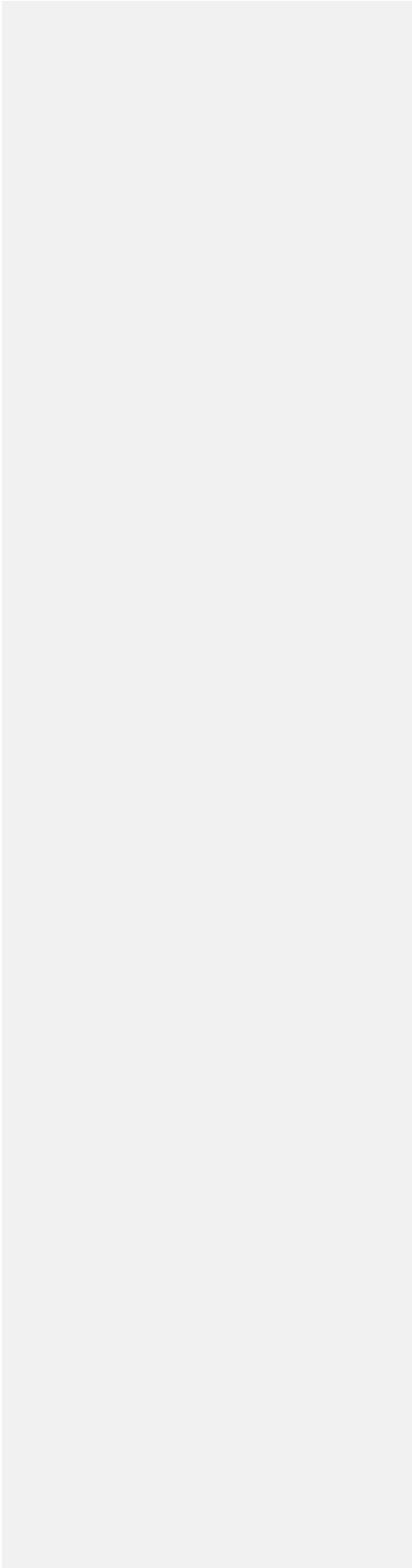
26-33. Exercise of Performance. Each party is excused from performance of any of the requirements of this Agreement when non-performance is the result of acts of God or other conditions, events, or occurrences beyond the control of such party.

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SIGNATURE PAGE FOLLOWS

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DRAFT



IN WITNESS WHEREOF, the parties have set their hands and seals the day first above written. This Agreement is not intended to create contractual rights for third parties. It may be enforced, amended, or rescinded only by the parties or their successors in interest.

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DEVELOPER:

CITY:

MMB Equities, LLC, a Michigan Limited Liability Corporation

City of Dexter, a Michigan municipal corporation

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STATE OF MICHIGAN \_\_\_\_\_ )

\_\_\_\_\_)SS

COUNTY OF WASHTENAW \_\_\_\_\_ )

On this \_\_\_\_\_ of \_\_\_\_\_, A.D., 20\_\_\_\_\_, before me personally appeared the above named \_\_\_\_\_, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that (he)(she)(they) executed the same as (his)(her)(their) free act and deed.

\_\_\_\_\_) Notary Public, \_\_\_\_\_ Michigan

\_\_\_\_\_) My Commission Expires: \_\_\_\_\_

STATE OF MICHIGAN \_\_\_\_\_ )

\_\_\_\_\_)SS

COUNTY OF WASHTENAW \_\_\_\_\_ )

On this \_\_\_\_\_ of \_\_\_\_\_, A.D., 20\_\_\_\_\_, before me personally appeared the above named \_\_\_\_\_, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that (he)(she)(they) executed the same as (his)(her)(their) free act and deed.

\_\_\_\_\_) Notary Public, \_\_\_\_\_ Michigan

\_\_\_\_\_) My Commission Expires: \_\_\_\_\_

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