

CHARTER TOWNSHIP OF GARFIELD PLANNING COMMISSION MEETING

Wednesday, September 8, 2021 at 7:00 pm
Garfield Township Hall
3848 Veterans Drive
Traverse City, MI 49684
Ph: (231) 941-1620

A G E N D A

ORDER OF BUSINESS

Call meeting to order

Pledge of Allegiance

Roll call of Board Members

1. Public Comment

Public Comment Guidelines:

Any person shall be permitted to address a meeting of The Planning Commission, which is required to be open to the public under the provision of the Michigan Open Meetings Act, as amended. (MCLA 15.261, et.seq.) Public Comment shall be carried out in accordance with the following Commission Rules and Procedures: a.) any person wishing to address the Commission is requested to state his or her name and address. b.) No person shall be allowed to speak more than once on the same matter, excluding time needed to answer Commissioner's questions. Where constrained by available time the Chairperson may limit the amount of time each person will be allowed to speak to (3) minutes. 1.) The Chairperson may at his or her own discretion, extend the amount of time any person is allowed to speak. 2.) Whenever a Group wishes to address a Committee, the Chairperson may require that the Group designate a spokesperson; the Chairperson shall control the amount of time the spokesperson shall be allowed to speak when constrained by available time. Note: If you are here for a Public Hearing, please hold your comments until that Public Hearing time.

2. Review and approval of the Agenda – Conflict of Interest

3. Minutes – August 25, 2021

4. Correspondence

5. Reports

- a. Township Board
- b. Planning Commissioners
- c. Staff Report

6. Unfinished Business

- a. PD 2021-118 – South 22 Special Use Permit – Public Hearing
- b. PD 2021-116 – BATA / TCHC Mixed-Use Development PUD – Update

7. New Business

- a. PD 2021-115 – Marengo 31 – Special Use Permit – Introduction
- b. PD 2021-117 – Chick-fil-A SUP Major Amendment – Introduction
- c. PD 2021-114 – City of Traverse City LaFranier Water Reservoir SUP Minor Amendment

8. Public Comment

9. Other Business

10. Items for Next Agenda – September 22, 2021

- a. Chick-fil-A SUP Major Amendment – Public Hearing
- b. Housing Discussion – Continued
- c. Gauthier Property – Conceptual Review
- d. Guide to Development

11. Adjournment

**Joe Robertson, Secretary
Garfield Township Planning Commission
3848 Veterans Drive
Traverse City, MI 49684**

The Garfield Township Board will provide necessary reasonable auxiliary aids and services, such as signers for hearing impaired and audio tapes of printed materials being considered at the meeting to individuals with disabilities upon the provision of reasonable advance notice to the Garfield Township Board. Individuals with disabilities requiring auxiliary aids or services should contact the Garfield Township Board by writing or calling Lanie McManus, Clerk, Ph: (231) 941-1620.

**CHARTER TOWNSHIP OF GARFIELD
PLANNING COMMISSION MEETING
August 25, 2021**

Call Meeting to Order: Chair Racine called the August 25, 2021 Planning Commission meeting to order at 7:00pm at the Garfield Township Hall.

Pledge of Allegiance

The Pledge of Allegiance was recited by all in attendance.

Roll Call of Commission Members:

Present: Joe McManus, John Racine, Molly Agostinelli, Joe Robertson, Pat Cline, Chris DeGood, and Robert Fudge

Staff Present: Deputy Planning Director Steve Hannon

1. Public Comment (7:00)

None

2. Review and Approval of the Agenda – Conflict of Interest (7:01)

Cline moved and Fudge seconded to approve the agenda as presented.

Yeas: Cline, Fudge, Agostinelli, Robertson, DeGood, McManus, Racine

Nays: None

3. Minutes (7:01)

a. August 11, 2021 Regular Meeting

Agostinelli moved and McManus seconded to approve the August 11, 2021 Regular Meeting minutes as amended adding the phrase “per parcel” after the word “signs” in line five of item 7b.

Yeas: Agostinelli, McManus, DeGood, Robertson, Fudge, Cline, Racine

Nays: None

4. Correspondence (7:03)

Correspondence included a copy of a letter that was sent to Serra Automotive regarding their zooming amendment request; a letter from the Chick-fil-A developers and a handout on housing.

5. Reports (7:04)

Township Board Report

Agostinelli reported that homeless camping near the Goodwill Inn is problematic and zoning action may need to be taken.

Planning Commissioners

None

Staff Report

Hannon said that the proposed text amendment for Serra Automotive cannot be accepted as submitted. Serra owns one parcel, not four and the current signage is out of compliance. Commissioners asked questions and discussed the issue. Chick-fil-A asked to relocate a connection path to the southern edge of the parcel because of steep grade issues. This would be a major amendment. Hannon asked commissioners if they would consider an expedited timeline to hear the request. Commissioners asked for a clear site plan, grading plan and impacts on proposed landscaping as well as an explanation as why the amendment is needed.

Agostinelli moved and McManus seconded to set the matter for Public Hearing on September 22 pending receipt of the materials requested.

*Yeas: Agostinelli, McManus, DeGood, Robertson, Fudge, Cline, Racine
Nays: None*

Hannon stated that the planning department received updated plans from BATA and TCHC and if the plans were complete and sufficient, the final approval process could be heard by the Planning Commission.

6. Unfinished Business**a. PD 2021-112 – Housing Discussion (7:40)**

Hannon included information in packets regarding housing. A Housing Ready Communities checklist, best practices in the Redevelopment Ready Communities program, implementation goals of the Township Master Plan land use regulations and an implementation matrix were reviewed and discussed by commissioners. Hannon presented a Powerpoint on housing types and how they vary throughout the township as well as what potential different types of such housing could look like. Commissioners agreed to explore ADU's as they relate to the ordinance to encourage cheaper housing and asked staff to bring in a housing expert to discuss how to draw in some low income housing. Yarrow Brown, Executive Director of Housing North, may be a good resource for commissioners. Commissioners discussed housing demand and pondered what would work in the township.

7. New Business

None

8. Public Comment (8:35)

None

9. Other Business (8:35)

10. Items for Next Agenda – September 8, 2021 (8:36)

- a. South 22 – Special Use Permit – Public Hearing
- b. Serra Automotive – Zoning Ordinance Text Amendment
- c. Marengo 31 – Special Use Permit
- d. City of Traverse City Water Tower –Special Use Permit – Minor Amendment

11. Adjournment

Fudge moved to adjourn the meeting at 8:40pm.

Joe Robertson, Secretary
Garfield Township Planning
Commission
3848 Veterans Drive
Traverse City, MI 49684

Haggard's
PLUMBING and HEATING
"Business of Quality and Service"
"Charlevoix-the-Beautiful"
haggardsinc@hotmail.com

August 25, 2021

Garfield Township Hall
3848 Veterans Dr.
Traverse City, MI 49684

Ref: Application by Hammond Investment Properties, LLC for an approved Special Use Permit for a proposed 216- Unit Multi-Family housing development. Parcel#05-023-026-50 located at 1532 W. Hammond Rd.

To Whom it May Concern,

Upon reviewing the above notice, I would like to express my view on the above plan request. Haggard's Plumbing & Heating is not opposed to the changes of the property and/or the request to the Zoning Board. If a property owner is fortunate enough to have the ability and the recourses in tis time to either build and/or improve their existing property, it would only help the economy continue to grow. It would prove positive for the local, county and state to do all we can to improve and promote growth in anyways possible.

Sincerely,

John Haggard

Haggard's Plumbing & Heating

Please join us for a **FREE**

Risk Management Training for Local Officials

Tuesday, September 28, 2021

5:30 PM – 8:00 PM

East Bay Charter Township Hall, South Conference Room (1965 N. Three Mile Road)

Instructor: John Iacoangeli, FAICP, Principal at Becket & Raeder, Inc.

Who should attend: All local officials, including planning commissioners, zoning board of appeals members, and elected officials in Grand Traverse County

Equipping local officials with a comprehensive understanding of state statutes and best practices related to the land development approval process is critically important. As litigation poses a significant risk related to planning and zoning decisions, this is essential training for all elected officials, planning commissioners and zoning board of appeals members.

This training will focus on minimizing litigation risk by understanding laws and applying standards. Topics include identifying a conflict of interest, applying discretionary standards during special land use reviews, reasonable expectations of a developer and how comprehensive plans can minimize risk.

Social distancing will be maintained to the greatest extent possible. Attendees will also have the option of viewing the training from the comfort of your computer live on YouTube: [TACM.tv/EastBayLive](https://www.youtube.com/watch?v=TACM.tv/EastBayLive)

PIZZA WILL BE PROVIDED!

If planning to attend, please R.S.V.P by September 17th to East Bay Township Planner, Claire Karner, at ckarner@eastbaytwp.org.

Training developed by:




American Planning Association
Michigan Chapter

Thank you to our sponsors:



MICHIGAN TOWNSHIPS ASSOCIATION
GRAND TRAVERSE COUNTY CHAPTER



 Charter Township of Garfield Planning Department Report No. 2021-118		
Prepared:	September 1, 2021	Pages: 5
Meeting:	September 8, 2021 Planning Commission	Attachments: <input checked="" type="checkbox"/>
Subject:	South22 Multi-Family Housing Special Use Permit-Public Hearing	
File No.	SUP-2021-02	Parcel No. 05-023-026-50
Applicant:	Hammond Investment Properties, LLC	
Agent:	Scott Jozwiak/Jozwiak Consulting, Inc.	
Owner:	Hammond Investment Properties, LLC	

BRIEF OVERVIEW:

- Location: 1532 W Hammond Rd, west of LaFranier Road
- Parcel area: 21.02 acres
- Existing land use: Two residences/undeveloped land
- Existing zoning: R-3 Multi Family Residential

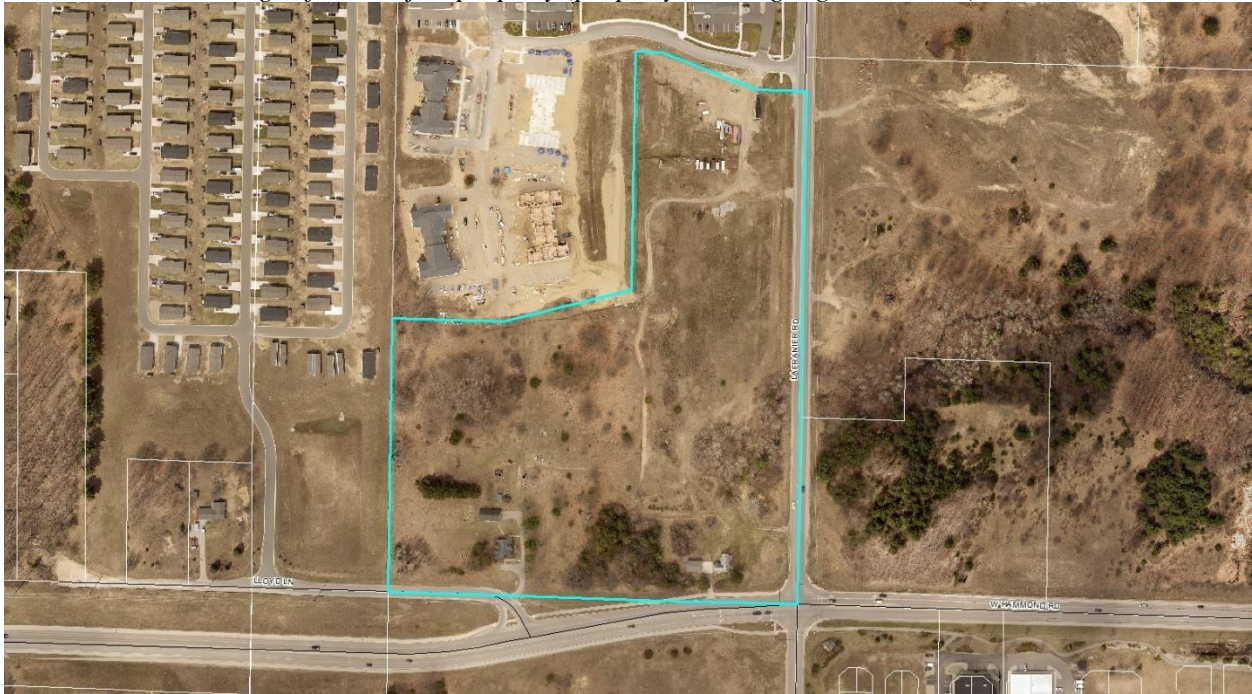
PURPOSE OF APPLICATION:

This application requests approval of a Special Use Permit for a proposed 216-unit multi-family housing development. Multiple family dwellings are permitted via Special Use Permit in the R-3 Multi Family Residential District.

Zoomed-out aerial image of the subject property (property lines highlighted in blue):



Zoomed-in aerial image of the subject property (property lines highlighted in blue):



SITE DESIGN AND ZONING COMPLIANCE OVERVIEW:

In approving any special use permit pursuant to Section 423, the Planning Commission may impose such reasonable standards, conditions, or requirements, in addition to or that supersede any standard specified in this ordinance, as it may deem necessary to protect the public interest and welfare. Such additional standards may include, but need not be limited to:

- a) Financing;
- b) Availability of adequate public facilities or services;
- c) Dedication of land;
- d) Reservation of land;
- e) Creation of special assessment districts;
- f) Creation of restrictive covenants or easements;
- g) Special setbacks;
- h) Yard requirements;
- i) Increased screening or landscaping requirements;
- j) Area requirements;
- k) Development phasing; or
- l) Standards pertaining to traffic, circulation, noise, lighting, hours of operation, protection of environmentally sensitive areas, and similar characteristics.

Staff offers the following comments regarding site design and compliance with the Zoning Ordinance:

Boundary Adjustment and Density:

The proposed development is being presented by the same developer as Ridge45; however, South22 and Ridge45 are two separate developments. With this proposal, the developer adjusted the boundary between Ridge45 (parcels 05-023-025-60 and 05-023-026-40) and South22 (parcel 05-023-026-50) to accommodate improvements and meet density requirements.

The boundary adjustment resulted in Ridge45 having a net acreage to 36.74 acres. With 400 units, this results in a density of 10.89 units per acre which meets the minimum lot area density of 4,000 square feet per multi-family unit.

The boundary adjustment resulted in South22 having a net acreage to 19.92 acres. With 216 units, this results in a density of 10.85 units per acre which meets the minimum lot area density of 4,000 square feet per multi-family unit.

Buildings:

The three proposed 3-story apartment buildings have been reduced in area resulting in a lower square footage. The proposed buildings are as follows:

Building Type	Number of Units	Number of Buildings	Square Feet Each	Total Number of Units	Total Square Feet
3-story apartment building	60 each	3	20,020	180	60,060
1-story quadplex	4 each	9	8,682	36	78,138
Maintenance building	n/a	1	4,000	n/a	4,000
Total				216	142,198

Building elevations have been provided that illustrate building height and façade. Maximum building height in the R-3 District is 3 stories or 40 feet. The proposed buildings appear to meet height requirements.

Maximum lot coverage or the part of percent of the lot, occupied by a building, including accessory buildings is 35%. Proposed lot coverage is 16.4%.

Several amenities are proposed including a dog park, sidewalks, patio area, pavilions, grills, and cornhole court.

Setbacks:

The front setback is 25 feet in the R-3 District. Side and rear yards in the R-3 District shall be 20 feet. The proposed buildings and structures meet setback requirements.

Ingress and Egress:

Ingress and egress for the site will be provided from Lloyd Lane to the south and Parkside Boulevard in the Ridge45 development to the north. Lloyd Lane will provide access to Hammond Road. Parkside Boulevard will provide access to LaFranier Road.

Lloyd Lane and its intersection with Hammond Road will be reconfigured to meet Road Commission requirements for a proper T-intersection. Access easements are proposed. Recorded easements and maintenance agreements for cross-access and shared drives will be necessary as part as a condition of approval.

Traffic Impact Report:

A traffic impact report shall be required for any major development, special use permit, or site plan. The requirements for a traffic impact report may be waived in whole or in part by the Director of Planning, or by the Planning Commission, upon a determination that such report is not necessary to determine needed road improvements or that no unsafe or hazardous conditions will be created by the development as proposed.

The proposed development exceeds 5 acres and is a development expected to generate more than 500 trips per day. However, the proposed development is offering land for improvement of the Lloyd Lane/Hammond Road intersection. Furthermore, no new driveways are proposed for Hammond or LaFranier Roads. In light of these improvements and design, Staff recommends waiving the requirement for a traffic impact report.

Parking and Drives:

Parking for multiple family dwellings has a minimum parking requirement of 1.5 spaces per dwelling unit to a maximum of 2.0 spaces per dwelling unit. A minimum of 270 parking spaces is required for the three 3-story apartment buildings while a maximum of 360 parking spaces are permitted. 306 surface and garage parking spaces are proposed for the three buildings. The quadplexes include two-car garages and driveway parking.

The apartment buildings and quadplexes have garages that will provide bicycle parking and storage. Bike parking will also be provided near the entrance of each apartment building for the convenience of residents and visitors.

Sidewalks:

Proposed sidewalks, bicycle paths, and other pedestrian circulation features within the site, including dimensions and type of construction materials, meet Township requirements.

Wetlands:

Approximately 0.12 acre of wetlands is located near LaFranier Road has been delineated and verified by EGLE. A 25-foot buffer has been provided as required by the Township. A pedestrian bridge is being proposed to provide an added amenity and feature for the development. Pursuant to the attached letter from EGLE, the bridge will require a permit from EGLE.

Landscaping:

A detailed landscaping plan has been provided. Because the South22 will adjoin Ridge45, the Planning Commission is willing to adjust landscaping requirements to reflect the prevailing development patterns as permitted by the Zoning Ordinance. The landscaping plan is also taking advantage of existing trees.

The landscaping plan shall identify the size of landscape materials in accordance with Table 530.F Minimum Greenspace Planting Specifications. Existing vegetation may be credited as detailed in Table 530.L of the Zoning Ordinance for the purpose of calculating landscaping compliance provided that the plants are in healthy growing condition, are at least the minimum size, are the appropriate species, and are located within (or will be relocated to) the required buffer area. Inventory of the existing vegetation is needed on the landscaping plan.

Lighting:

A lighting and photometric plan has been provided with 45 16-foot light poles and fixtures. The proposed lighting appears to meet the requirements of Section 517 of the Zoning Ordinance.

Snow Storage:

Snow storage is to be provided at the ratio of ten (10) square feet per one hundred (100) square feet of parking area. Snow storage areas have been identified and meet the minimum requirements.

Dumpster Enclosures:

Two centralized dumpster and trash compactor are to be located adjacent to the proposed Maintenance Building. Details of the screening have been noted on the site plan.

Other Reviews:

The application is subject to additional reviews, including but not limited to the Township Engineer, Grand Traverse County Road Commission, and Metro Fire. Sewer and water utility improvements and stormwater improvements will be reviewed by the Township Engineer. Escrow for these reviews is needed as determined by the Township Engineer. Signs are reviewed by the Township Zoning Administrator.

ACTION REQUESTED:

The purpose of this agenda item is to hold a public hearing on the application. If, following the applicant presentation and Planning Commission discussion, the Commission is prepared to direct Staff to prepare Findings of Fact, then the following motion is offered for consideration:

MOTION TO direct staff to prepare Findings of Fact for application SUP-2021-02, submitted by Jozwiak Consulting, Inc., for a Special Use Permit for an apartment complex at Parcel 05-023-026-50. and that the applicant shall submit a revised set of plans to address the landscaping requirements noted in PD Report 2021-118.

Any additional information that the Planning Commission determines to be necessary should be added to this motion.

Attachments:

1. Impact Statement and Basis of Determination dated August 30, 2021
2. Letter from EGLE dated July 1, 2021
3. 11” x 17” plan set provided by applicant dated August 30, 2021

APPROVAL CRITERIA

Indicate, on a separate sheet of paper, how the proposed special use will comply with, meet, or facilitate each of the following Approval Criteria from § 423.E of the Zoning Ordinance. The Planning Commission must determine that each of these criteria are satisfied in order to grant approval of a Special Use Permit. A special use is permitted only if the applicant demonstrates that:

The proposed use will be consistent with the purpose and intent of the master plan and this ordinance, including all regulations of the applicable zoning district;

- *Both current Zoning Map and Future Land Use Map indicate this area as a multi-family/high density zoning designation. Currently the R-3 District allows for Multi-family residential, allowing 1 unit / 4,000 sf. The Master Plan (Future Land Use Map) allows for High Density Residential, 6-10 units per acre.*

The proposed use will be designed, constructed, operated and maintained so as to be compatible, harmonious and appropriate with the existing or planned character and uses of the neighborhood, adjacent properties and the natural environment;

- *This proposed development is compatible to all the surrounding uses and characteristics of this area and is allowed by Special Land Use. Surrounding neighborhoods include mobile home park, multi-family developments, and proposed BATA transfer station with additional multi-family house proposed.*

The proposed use will not be detrimental, hazardous or disturbing to existing or future adjacent uses or to the public welfare by reason of excessive traffic, noise, dust, gas, smoke, vibration, odor, glare, visual clutter, electrical or electromagnetic interference;

- *South22, a multi-family housing development will not create any detrimental impacts. Traffic is handled by internal private drives and entrances onto public rights-of-way are limited to reduce congestion.*

Potential adverse effects arising from the proposed use on the neighborhood and adjacent properties will be minimized through the provision of adequate parking, the placement of buildings, structures and entrances, as well as the provision and location of screening, fencing, landscaping, buffers or setbacks;

- *This developments intent is to create a community within its property and has provided the layout, amenities, parking and landscaping to create the sense of neighborhood. This layout benefits the area by eliminating adverse effects to adjacent properties. Landscaping and screening create a buffer and internal drives and parking are shielded by the proposed structures.*

The proposed use will retain as many natural features of the property as practicable, particularly where the natural

features assist in preserving the general character of the neighborhood;

- *The parcel is generally vacant, open land. The south end of the property has some established vegetations (both deciduous and coniferous trees) and a regulated wetland as identified and delineated by Environment, Great Lake and Energy (EGLE). The proposed layout maintains the wetlands, with maintaining a 25' setback from said wetlands. Some vegetation will be necessary to be removed but the layout has addressed keeping as much as possible to provide the scenery and buffering.*

Adequate public and private infrastructure and services such as streets, water and sewage facilities, drainage structures, police and fire protection, and schools, already exist or will be provided without excessive additional requirements at public cost;

- *Owner/Applicant has been working with Garfield Township Engineers to determine the expanded use on public sewer and water. Both utilities have the capacity for the proposed use. Drainage will be contained on site and all drives and entrances, including the redesign and construction of Lloyd Lane will be the responsibility of the Owner/Applicant.*

The establishment, maintenance, or operation of the proposed use shall not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

- *South22 is not detrimental or an endangerment but rather provides the community with much needed multi-family housing in an area that has been designated for such a development.*

The public interest and welfare supporting the proposed use shall be sufficient to outweigh individual interests that are adversely affected by the establishment of the proposed use;

- *The continual growth of the Grand Traverse region requires housing of all types, with a high demand in multi-family housing options. South22 provides 216 dwelling units in both quad-plex and apartment style, which supports the growing region and helps fill the demand. This use supports the public interest and welfare greatly.*

Adequate measures shall be taken to provide ingress and egress so designed as to minimize traffic hazards and to minimize traffic congestion on the public roads;

- *South22 has direct connection to Ridge45, with shared internal drives. This networks allows for sharing the main entrances that are already constructed on LaFranier. The south end of the development fronts on Lloyd Lane (public). Working with Grand Traverse County Road Commission, a proposed relocation of the intersection of Lloyd Lane and Hammond Road provides a safer means of connectivity; the proposed South22 entrances are located on Lloyd Lane.*

Adequate measures shall be taken to provide vehicular and pedestrian traffic within the site, and in relation to streets and sidewalks servicing the site in a safe and convenient manner; and

- *Vehicular drives are interconnected with Ridge45, sized for the amount of traffic and configured to traffic calm within the development. The pedestrian flow follows the same principle- providing connectivity between developments and with the sidewalk along the public roads for use to surrounding areas, providing safe passage for all users in, through and around the area.*

The proposed use shall not impede the orderly development and improvement of surrounding property for uses permitted within the zoning district.

- *South22 completes the zoning district with creating a safe multi-family housing community that helps meet the needs of the area AND fulfils the intent of the zoning district.*

IMPACT ASSESSMENT

South22, a proposed multi-family housing development located in Garfield Township is comprised of a mix of quad-plex units and apartment buildings. Nine (9) quad-plexes for a total of 36 units and three (3) apartment buildings of 60 units each is a grand total of 216 units. This equates to 10.85 units per acre density (using 19.92 acres net). This site is adjacent to the Ridge 45 apartment complex and provides the ability for cross-access agreements, shared storm-water management, and amenities such as sidewalks and playgrounds.

The plan is for a one phase development, with construction to commence Fall of 2021 with site grading followed by utilities and vertical construction commencing shortly thereafter.

The land is currently vacant, except for two vacated residences on the south end. The site has little topography and scrub brush on the northern end. Closer to the south end is some established vegetation, a mix of deciduous and coniferous trees and rolling terrain. The southeast corner of the site has a regulated wetland as identified and delineated by Environment, Great Lake and Energy (EGLE). Site work will necessitate removing some of the vegetation to perform site grading but no work is proposed in or near the regulated wetlands.

Working with Garfield Township Engineers, it has been determined that the public sanitary sewer and water system have capacity for the proposed development. Details on the specifics are being worked out.

The residents of South22 will utilize the extensive sidewalk network both within its development and within Ridge45. Amenities to the complex include a dog park, pedestrian sidewalks in and around the development. Pocket parks are created by the sidewalk network for outside recreation by the residents and will be purposed over time as apartment communities continue to discover new opportunities for their residents.

August 30, 2021



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
LANSING



LIESL EICHLER CLARK
DIRECTOR

July 1, 2021

VIA E-MAIL

Mr. Scott Jozwiak
Jozwiak Consulting
13300 South West Bayshore Drive
Traverse City, Michigan 49684

Dear Mr. Jozwiak:

SUBJECT: Wetland Identification Report
Wetland Identification Site Name:
28-W Hammond Road and La Franier Road NW-Garfield Township
MiWaters Submission Number: HP8-4Q5Q-67977

The Department of Environment, Great Lakes, and Energy (EGLE) conducted a Level 2 Wetland Identification Review of approximately two acres on property (Property Tax Identification Number 05-023-026-50) located in located in Town 27N, Range 11W, Section 23, Garfield Township, Grand Traverse County on June 22, 2021. The wetland identification was conducted in accordance with Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), and Rule 4 (1), Wetland Identification and Assessment (R 281.924), of the Administrative Rules for Part 303. This is a report of our findings in response to your Wetland Identification Program (WIP) application.

Based on our on-site investigation, which included a review of plants, hydrology, and soils, EGLE finds that the WIP review area contains wetland. Staff also reviewed other pertinent information such as aerial imagery, soils survey data, topographic mapping data, and surface hydrology data.

During EGLE's site review, staff flagged the approximate wetland boundaries with EGLE-labeled, blue/yellow survey flagging tape and documented the boundaries on the enclosed site map (Figure 2). The site map identifies areas containing regulated wetland and non-wetland (upland).

Approximately 0.12 acre [all] of the wetland within the review area is regulated by EGLE because of wetland size or proximity to a pond, lake, or stream. For the wetland identified as regulated wetland on the site map, please be advised that any of the following activities require a permit under Part 303:

- a) Deposit or permit the placing of fill material in a regulated wetland.

Mr. Scott Jozwiak

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- b) Dredge, remove, or permit the removal of soil or minerals from regulated wetland.
- c) Construct, operate, or maintain any use or development in a regulated wetland.
- d) Drain surface water from a regulated wetland.

For the areas identified as non-wetland (upland) on the site map, EGLE lacks jurisdiction under Part 303 for activities occurring in those areas.

High-accuracy GPS equipment was utilized to map wetland boundary flags within the WIP review area. The enclosed map depicts approximate boundary locations of regulated wetland and non-wetland (upland). The GPS map data generated by EGLE may be compatible with site planning/survey software that your engineer or surveying firm uses and may be available upon request.

This Wetland Identification Report is limited to findings pursuant to Part 303 and does not constitute a determination of jurisdiction under other EGLE administered programs. Any land use activities undertaken within the review area may be subject to regulation pursuant to the NREPA under Part 91, Soil Erosion and Sedimentation Control.

Please be aware that this wetland identification report does not constitute a determination of the jurisdiction under local ordinances or federal law. The U.S. Army Corps of Engineers (USACE) retains regulatory authority over certain wetlands pursuant to Section 404 of the Clean Water Act (CWA), and specifically those wetlands associated with traditionally navigable waters of the state. Navigable waters are generally the Great Lakes, their connecting waters, and river systems and lakes connected to these waters. In other areas of the state, EGLE is responsible for identification of wetland boundaries for purposes of compliance with the CWA under an agreement with the U.S. Environmental Protection Agency. Your review area is unlikely to be within those areas also regulated by the USACE. Additional information may be obtained by contacting the USACE at 313-226-2218.

You may request EGLE reassess the wetland boundaries and regulatory status of wetlands within any portion of the review area, should you disagree with the findings, within 60 days of the date of this report. A written request to reassess the Wetland Identification review area must be accompanied by supporting evidence with regard to wetland vegetation, soils or hydrology different from, or in addition to, the information relied upon by EGLE staff in preparing this report. The request should be submitted to:

Wetland Identification Program
Department of Environment, Great Lakes, and Energy
Water Resources Division
P.O. Box 30458
Lansing, Michigan 48909-7958

Mr. Scott Jozwiak

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Please use the EGLE MiWaters submission number assigned to this project if submitting a permit application or otherwise corresponding with our office.

The findings contained in this report do not convey, provide, or otherwise imply approval of any governing act, ordinance, or regulation, nor does it waive the obligation to acquire any applicable federal, state, county, or local approvals. This Wetland Identification Report is not a permit for any activity that requires a permit from EGLE.

The findings contained in this report are binding on EGLE until July 1, 2024, a period of three years from the date of this Wetland Identification Report unless a reassessment has been conducted. Please contact me at 517-243-5002; gyekisk@michigan.gov; or EGLE, P.O. Box 30458, Lansing, Michigan 48909-7958, if you have any questions regarding this report.

Sincerely,



Keto Gyekis
Wetland Identification Program Coordinator
Water Resources Division

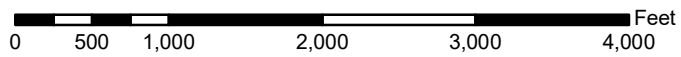
Enclosures

cc: Grand Traverse County Health Department (via e-mail)
Grand Traverse County Soil Erosion Enforcement Agent (CEA) (via e-mail)
Garfield Township Clerk (via e-mail)
Mr. Scott Knowlton, Hammond Investment Properties, LLC (via e-mail)
Mr. Joe Haas, EGLE (via e-mail)
Mr. Neil Schock, EGLE (via e-mail)



**WIP
Review
Area
Location**

Figure 1.
EGLE Wetland Identification Location
W Hammond Rd and La Franier Rd
Garfield Township
HP8-4Q5Q-67977



EGLE
 MICHIGAN DEPARTMENT OF
 ENVIRONMENT, GREAT LAKES, AND ENERGY

Map created: June 2021
 K. Gyekis,
 Wetlands, Lakes,
 and Streams Unit, EGLE WRD

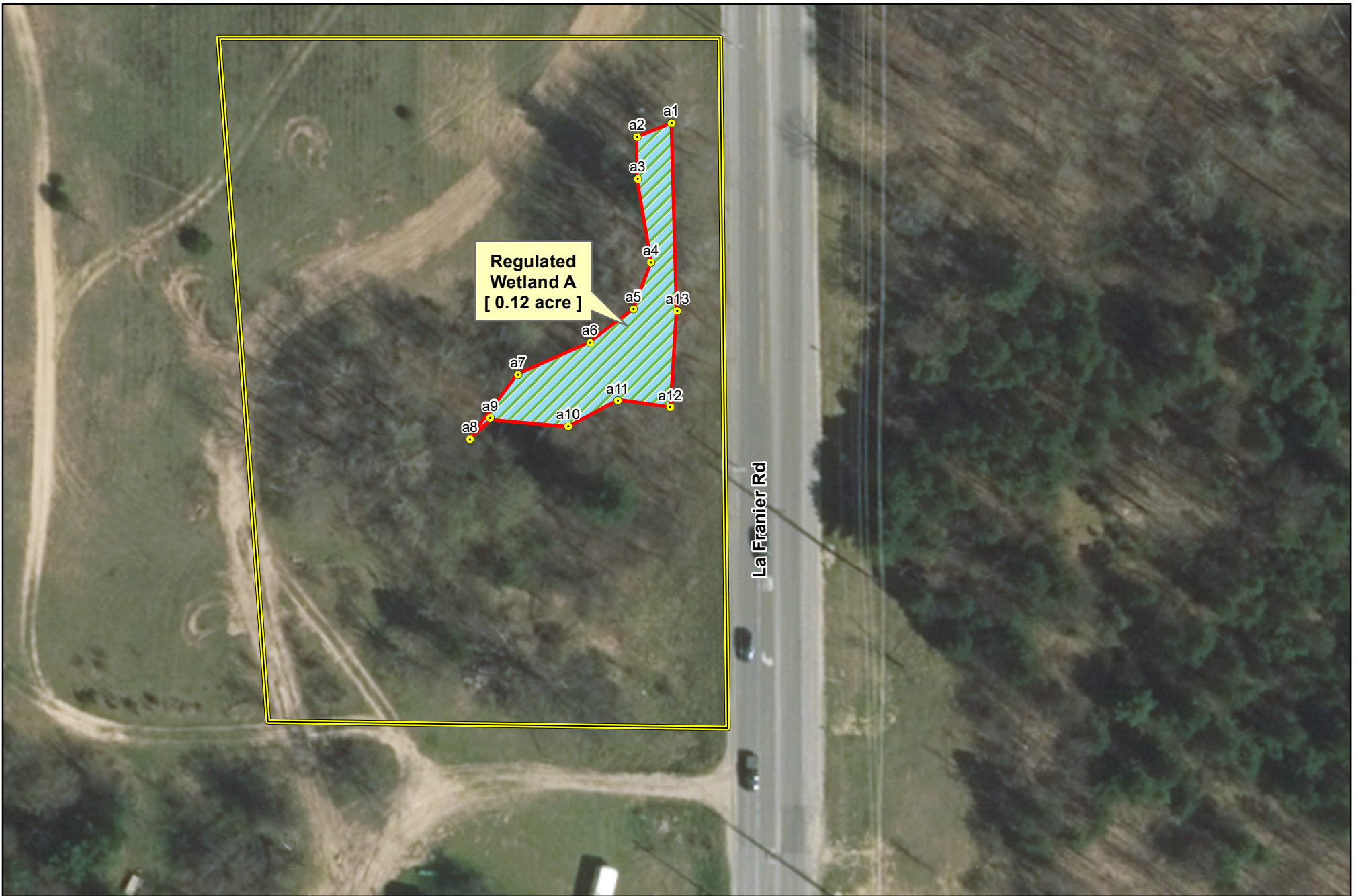



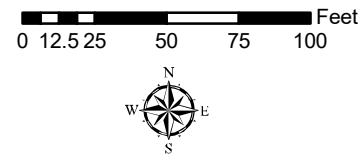


Figure 2.
EGLE Wetland Identification Detail
W Hammond Rd and La Franier Rd
Garfield Township
HP8-4Q5Q-67977



-  EGLE Regulated Wetland
-  Wetland Boundary Flag
-  WIP Review Area



This drawing showing those areas containing wetland and not containing wetland is an approximation of the boundaries flagged on-site.

This drawing does not authorize or permit activities requiring a permit in accordance with Part 303 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Map created: June 2021
 K. Gyekis,
 Wetlands, Lakes,
 and Streams Unit, EGLE WRD

PRELIMINARY PLANS FOR SOUTH 22

MULTI-FAMILY HOUSING DEVELOPMENT

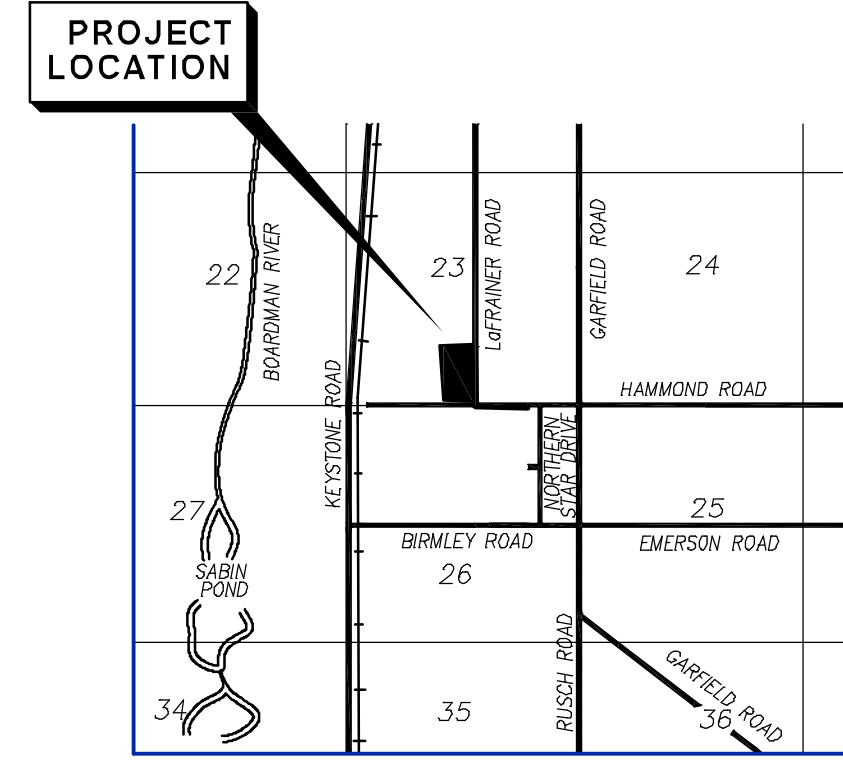
Apartment Unit Type	Unit A Studio	Unit B 1br/1 bath	Unit C 1br/1 bath	Total
Parking Formula	1.5 parking spaces per unit	1.7 parking spaces per unit	2 parking spaces per unit	
60 Unit Apartment Building (all floors)	22	30	8	60
Parking Tally	33	51	16	100
Parking required for building type	100			

REFER TO APARTMENT BUILDING FLOOR PLANS FOR LAYOUT OF EACH TYPE OF APARTMENT UNIT LISTED ABOVE.

PARKING SYNOPSIS

Adjustment	Existing Parcel Size (inclusive of the 17' right of way granted to road commission at time of approval)	Acres
Ridge45 Before Lot Line Adjustment	40.0	40.0
Ridge45 After Lot Line Adjustment	36.74	36.74
South22 After Lot Line Adjustment	19.92	19.92

DENSITY SYNOPSIS



PROJECT LOCATION MAP

APPLICANT
Hammond Investment Properties, LLC
1435 Fulton St., 2nd Floor
Grand Haven, MI 49417
616-842-2030
Peter Oleszczuk

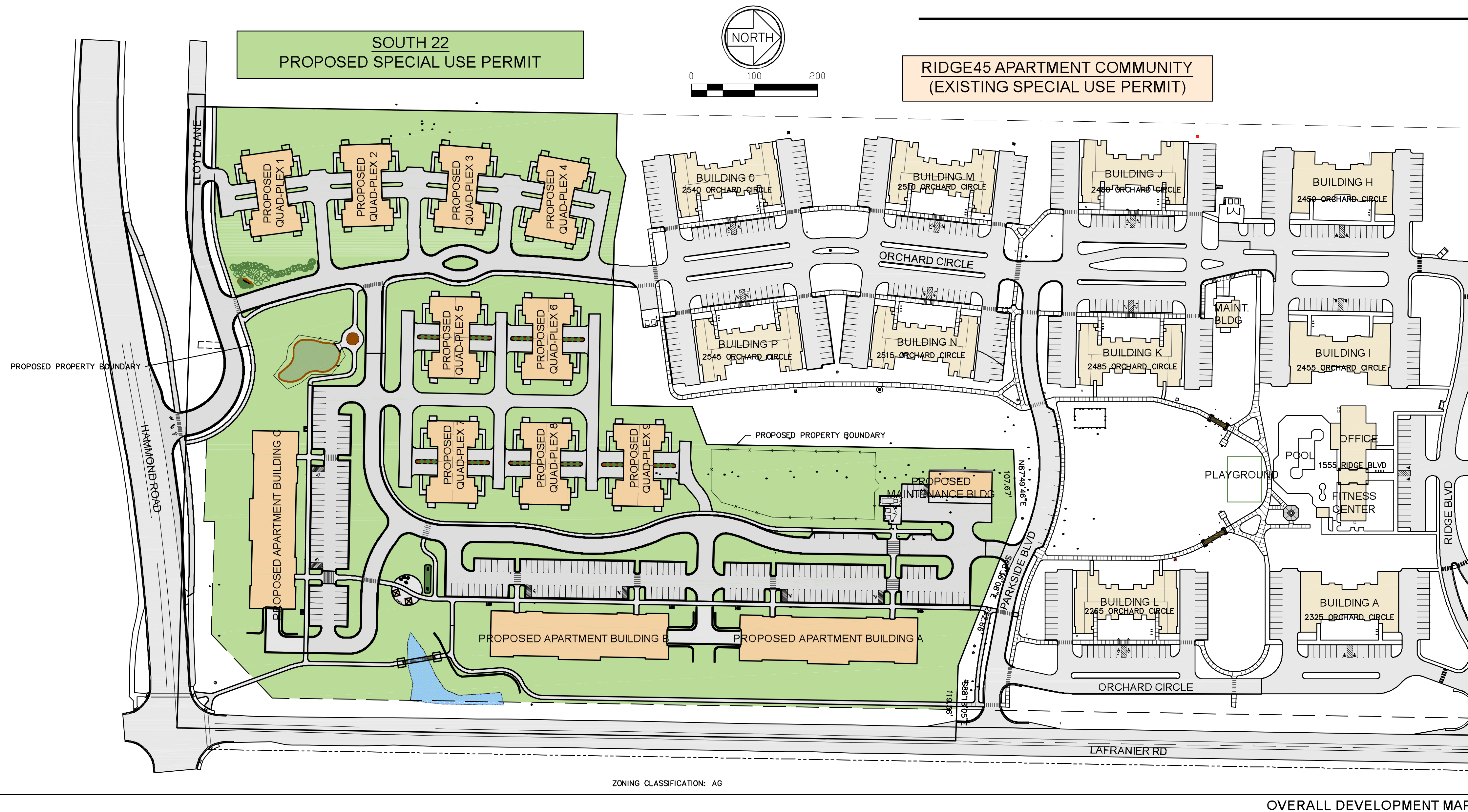
SITE:
Parcel ID: 28-05-023-026-50
Address: 1532 W. Hammond Rd.

Current Zoning: R-1M

SITE DATA

Building Type	SF Footprint	Length	Width	Eave Height	Ridge Height	Stories	Units	Parking Req'd	Parking Prov'd	Surface Pkg	Indoor Pkg
Apartment Building A	20020	304	68	30	45	3	60	100	100	68	32
Apartment Building B	20020	304	68	30	45	3	60	100	100	68	32
Apartment Building C	20020	304	68	30	45	3	60	100	100	67	33
Quadplex 1	8682	130	81	10	20	1	4	8	8	0	8
Quadplex 2	8682	130	81	10	20	1	4	8	8	0	8
Quadplex 3	8682	130	81	10	20	1	4	8	8	0	8
Quadplex 4	8682	130	81	10	20	1	4	8	8	0	8
Quadplex 5	8682	130	81	10	20	1	4	8	8	0	8
Quadplex 6	8682	130	81	10	20	1	4	8	8	0	8
Quadplex 7	8682	130	81	10	20	1	4	8	8	0	8
Quadplex 8	8682	130	81	10	20	1	4	8	8	0	8
Quadplex 9	8682	130	81	10	20	1	4	8	8	0	8
Maintenance Building	4000	100	40	14	24	1	0	3	4	4	
Dumpster/Ancillary								0	5	5	
Total							216 Dwelling Units	375	381		

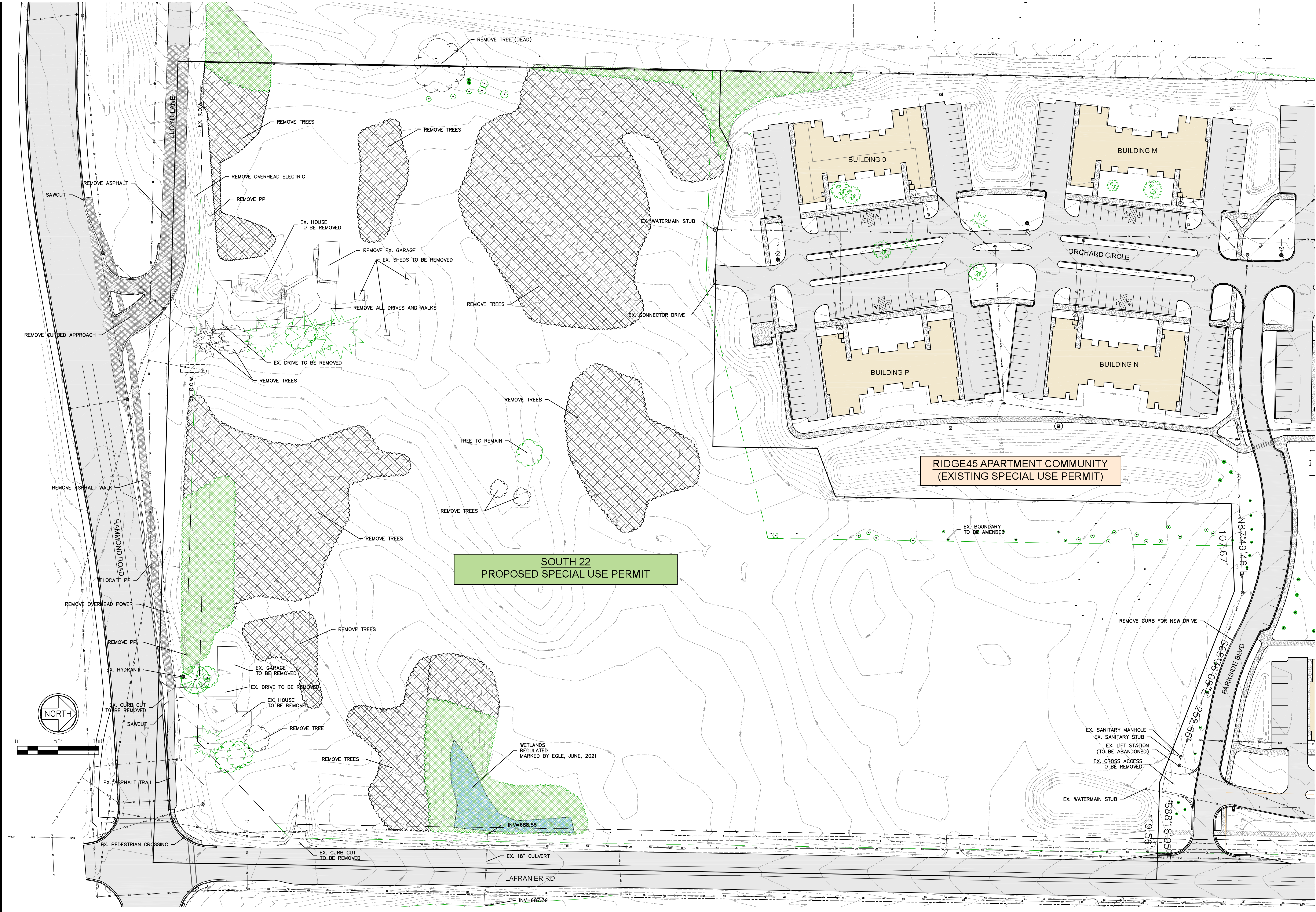
BUILDING SYNOPSIS

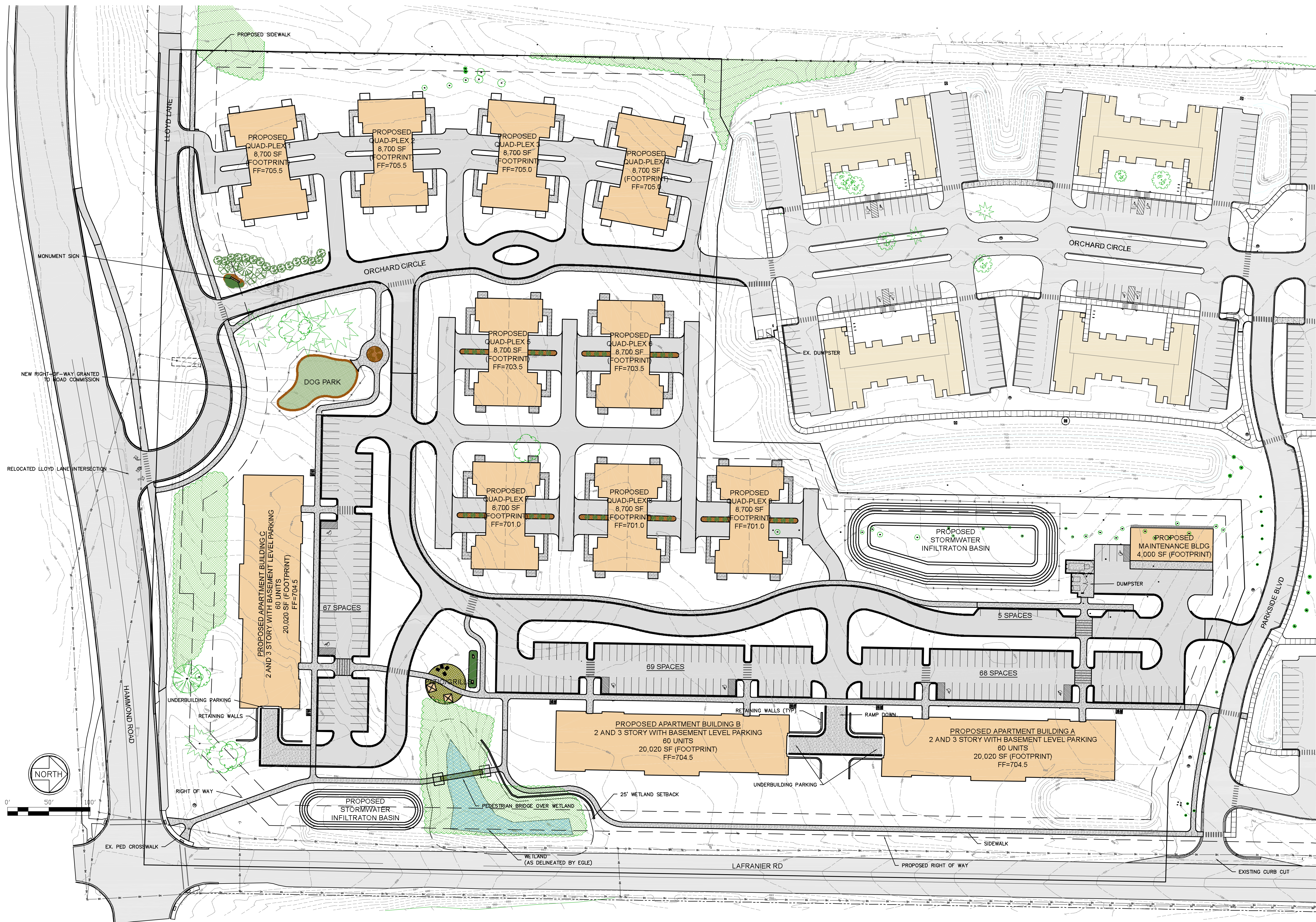


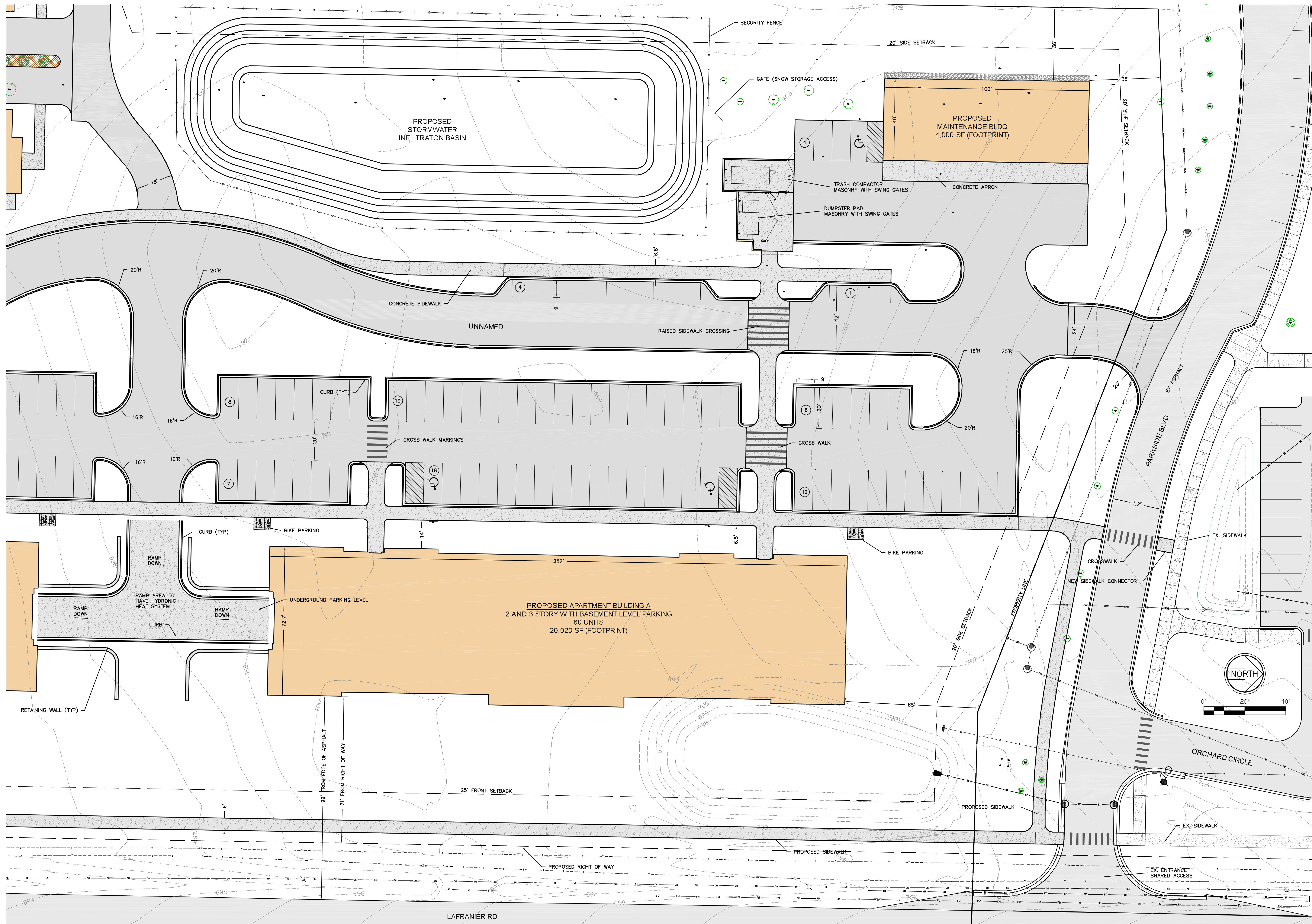
OVERALL DEVELOPMENT MAP

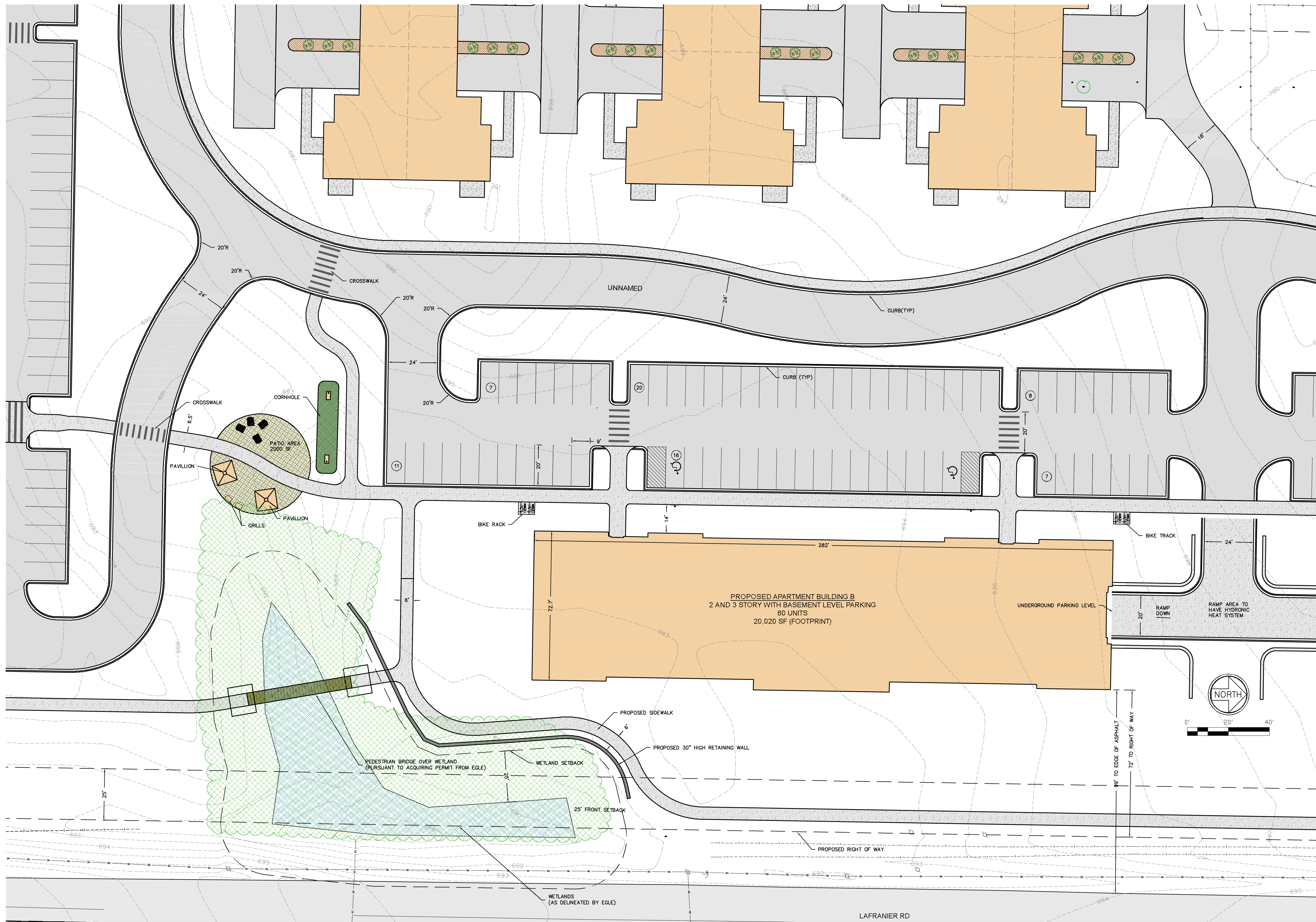
SHEET	SHEET TITLE
C100	GENERAL PLAN INFORMATION
C101	EX. CONDITIONS AND DEMOLITION PLAN
C102	SITE PLAN
C301	DETAIL PLAN, APARTMENT A
C302	DETAIL PLAN, APARTMENT B
C303	DETAIL PLAN, APARTMENT C
C304	DETAIL PLAN, QUADPLEX 5-9
C305	DETAIL PLAN, QUADPLEX 1-4
C306	DETAIL PLAN, LLOYD LANE
C500	DUMPSTER AND SITE DETAILS
C701	ZONING COMPLIANCE PLAN
C704	PROPERTY BOUNDARY INFORMATION
L1.0	OVERALL LANDSCAPE PLAN
L6.0	LANDSCAPE DETAILS
E400	PHOTOMETRIC PLAN
A1.0	QUADPLEX, FLOOR PLAN
A1.1	QUADPLEX, ENLARGED UNIT FLOOR PLAN
A2.0	QUADPLEX, ELEVATIONS
A9.0	QUADPLEX, 3D VIEWS
A9.1	QUADPLEX, 3D VIEWS
A1.0	APARTMENT, BASEMENT LEVEL FLOOR PLAN
A1.1	APARTMENT, FIRST LEVEL FLOOR PLAN
A1.2	APARTMENT, SECOND LEVEL FLOOR PLAN
A1.3	APARTMENT, THIRD LEVEL FLOOR PLAN
A1.4	APARTMENT, TYPICAL UNIT DETAIL PLAN
A2.0	APARTMENT, ELEVATIONS

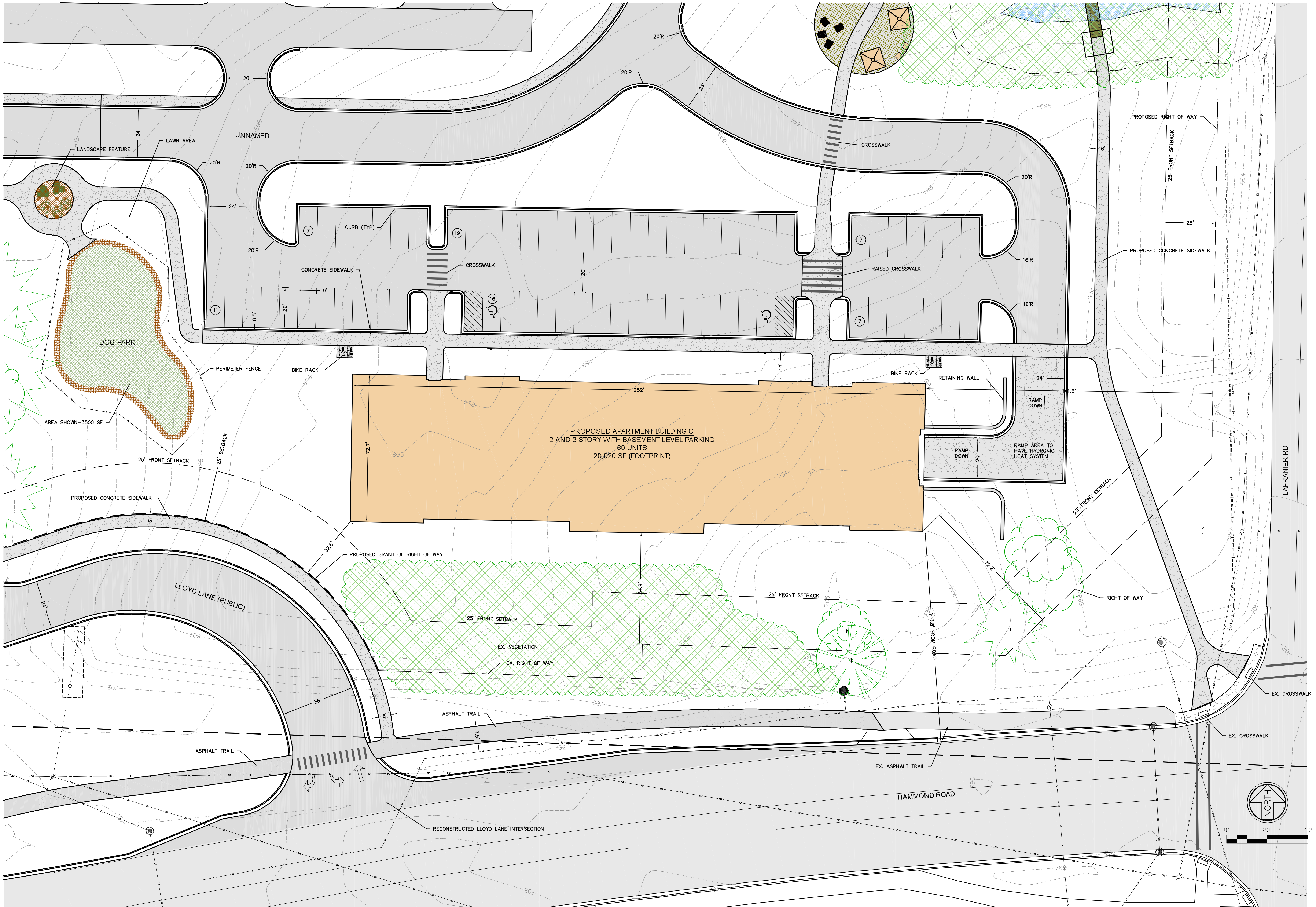
SHEET INDEX

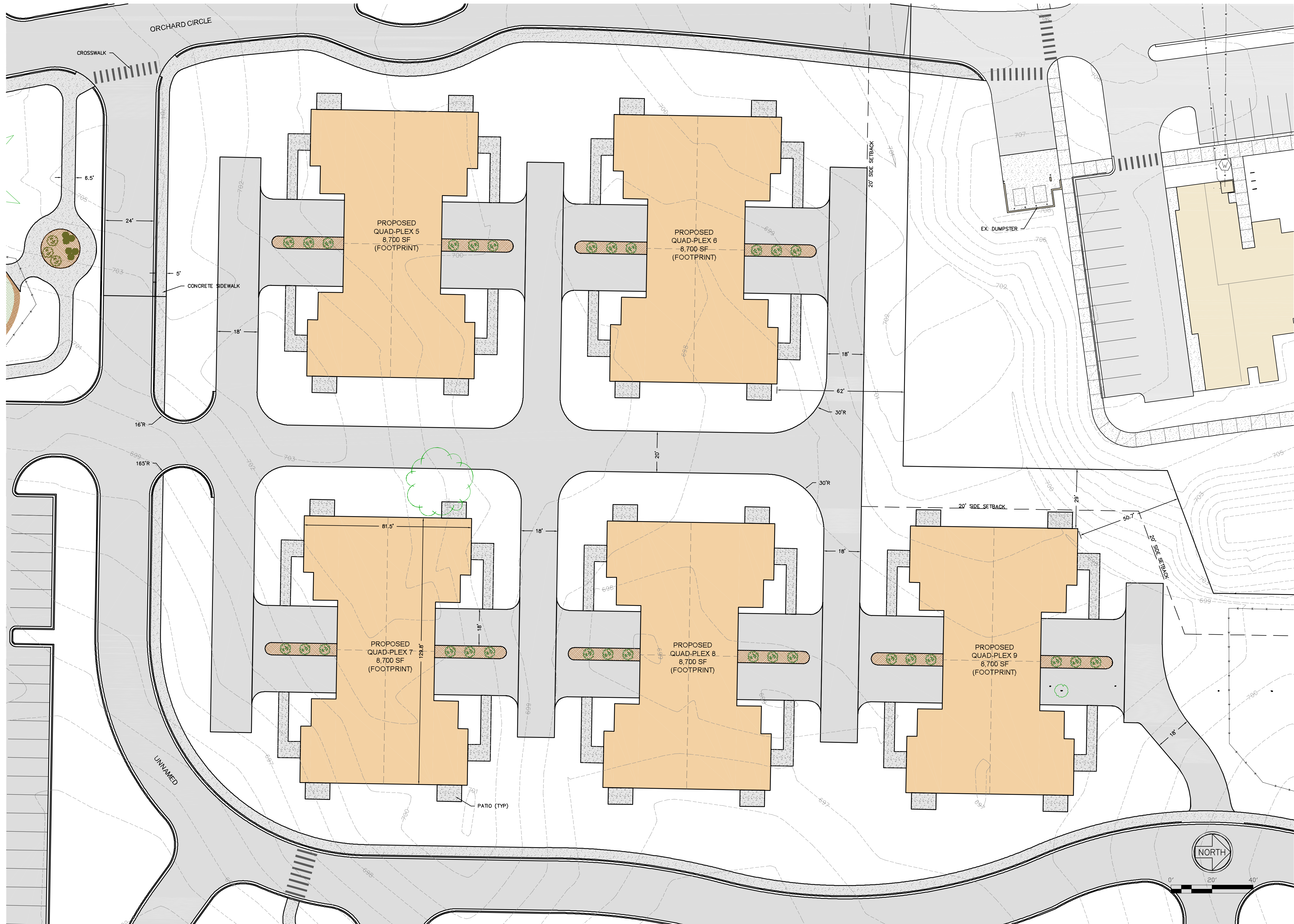


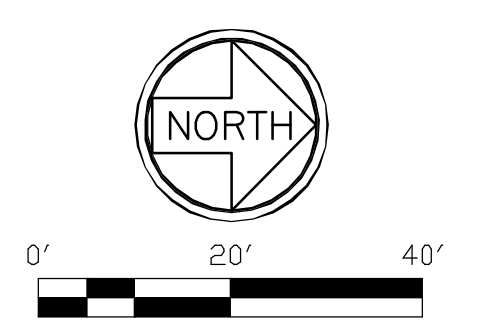
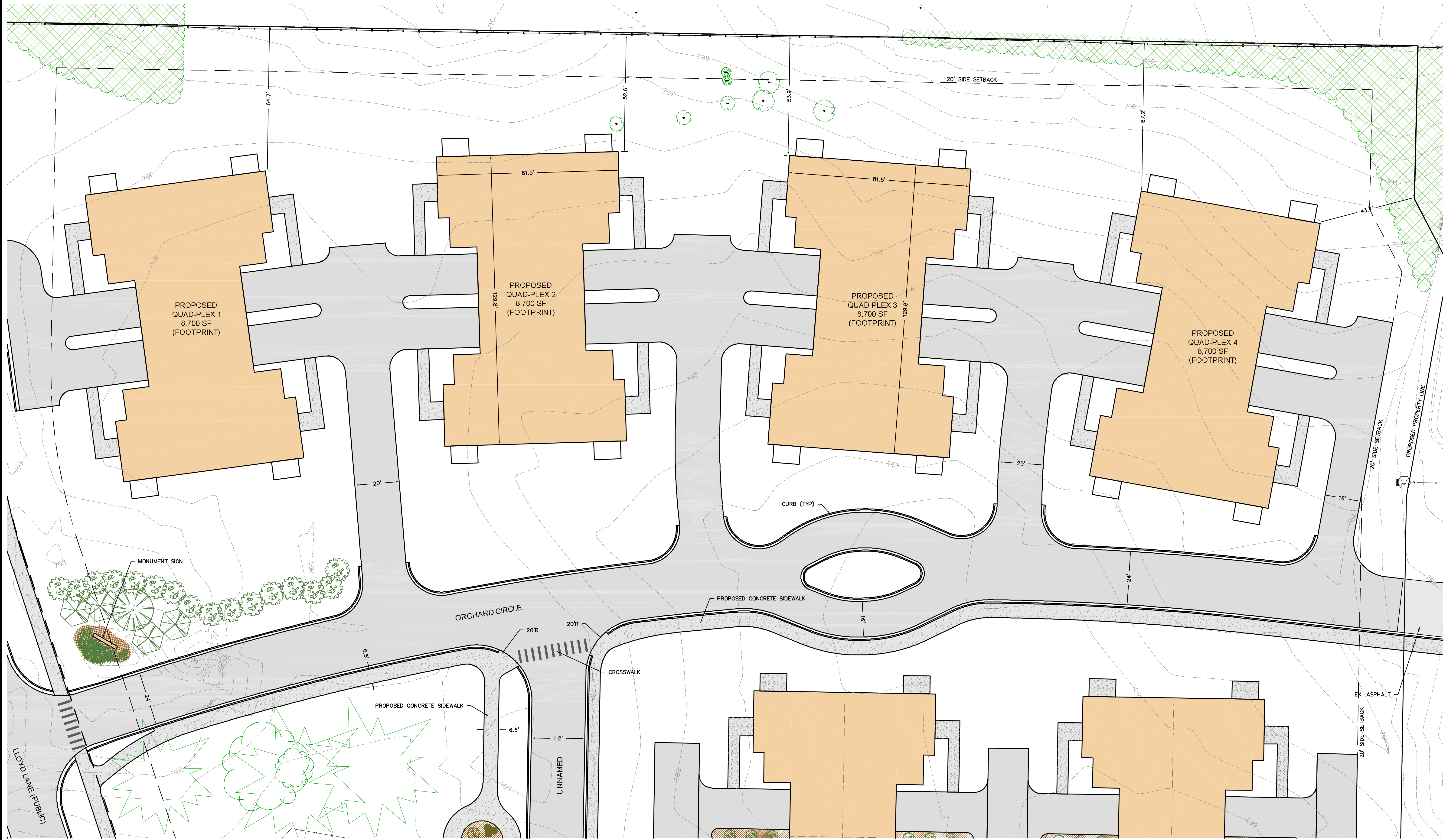












PLAN DATE: 8-1-2021
 PC SUBMITTAL FOR INTRODUCTORY MEETING: 8-1-2021
 PS SUBMITTAL FOR PUBLIC HEARING: 8-1-2021

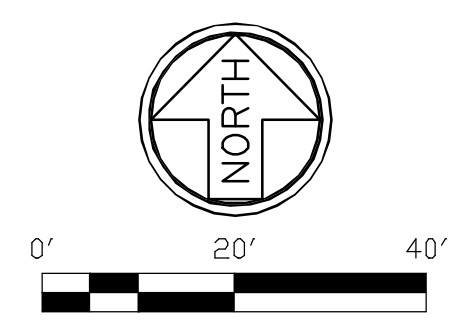
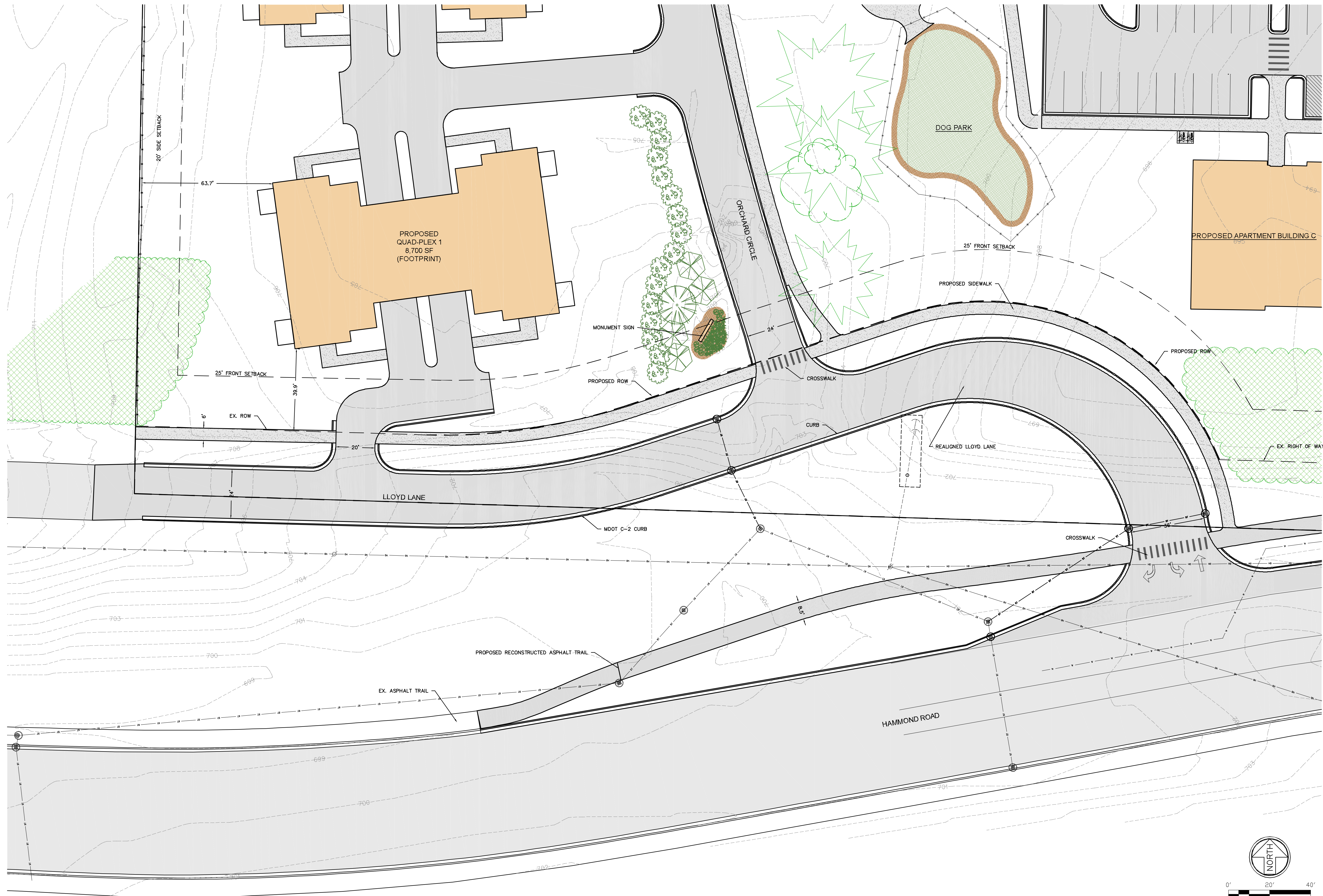
PROJECT: SOUTH 22 MULTI-FAMILY HOUSING DEVELOPMENT
CLIENT: HAMMOND INVESTMENT PROPERTIES, LLC
 1435 FULTON ST.
 GRAND HAVEN, MI 49417

LOCATION: SECTION 23, T27N - R11W, GARFIELD TWP., GRAND TRAVERSE COUNTY, MICHIGAN

PROJECT NO.: **2016-161_2**

SITE DETAIL
 QUADPLEX 1-4

C305



PLAN DATE:
 PC SUBMITTAL FOR INTRODUCTORY MEETING: 8-13-2021
 P&S SUBMITTAL FOR PUBLIC HEARING: 8-24-2021

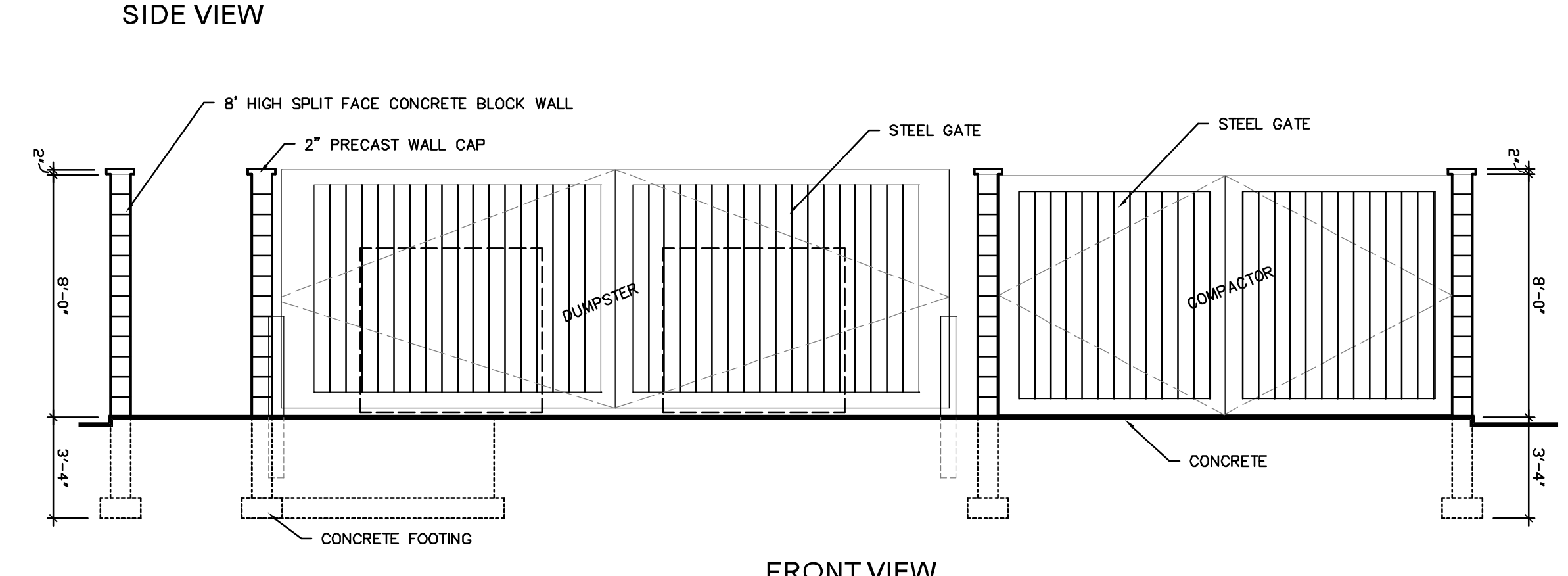
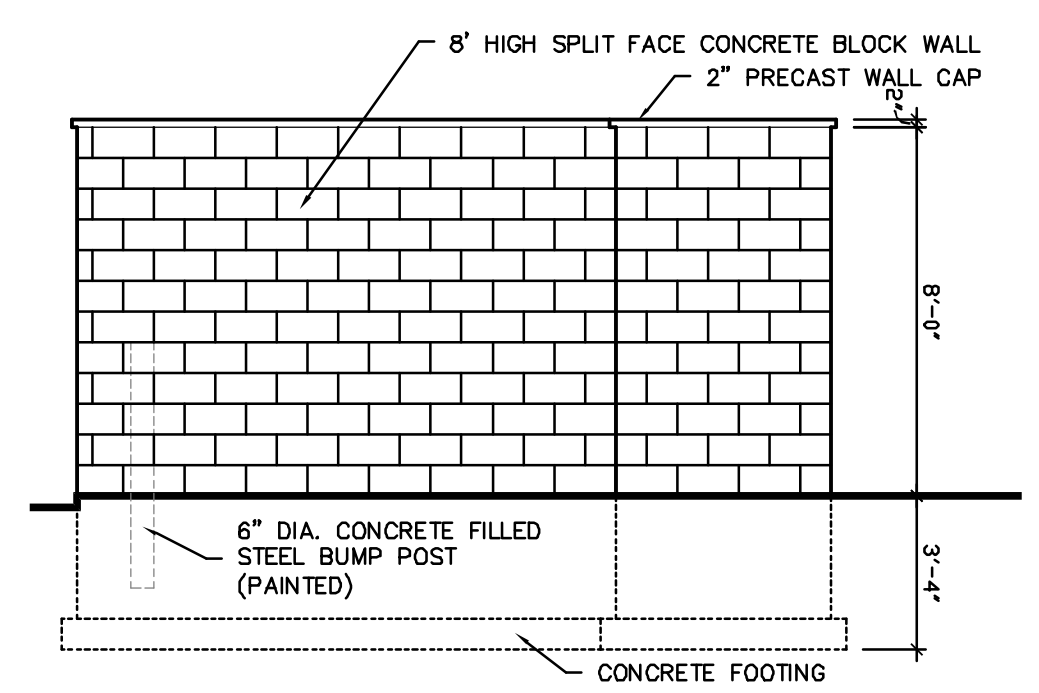
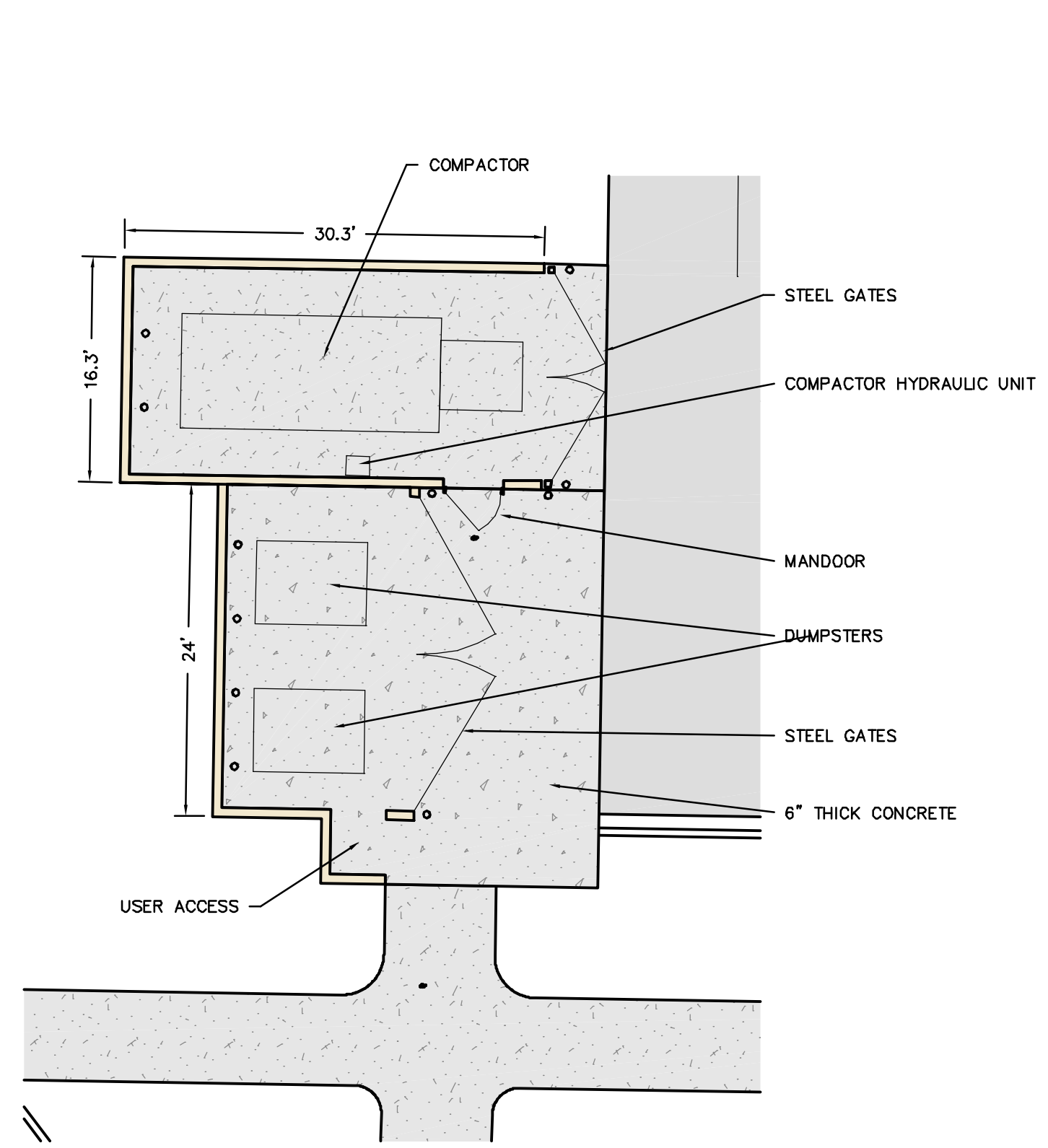
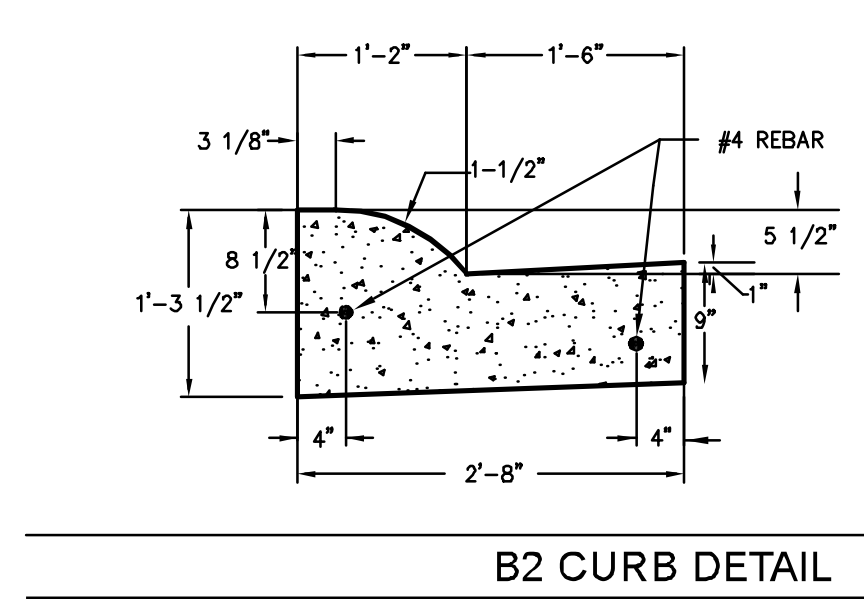
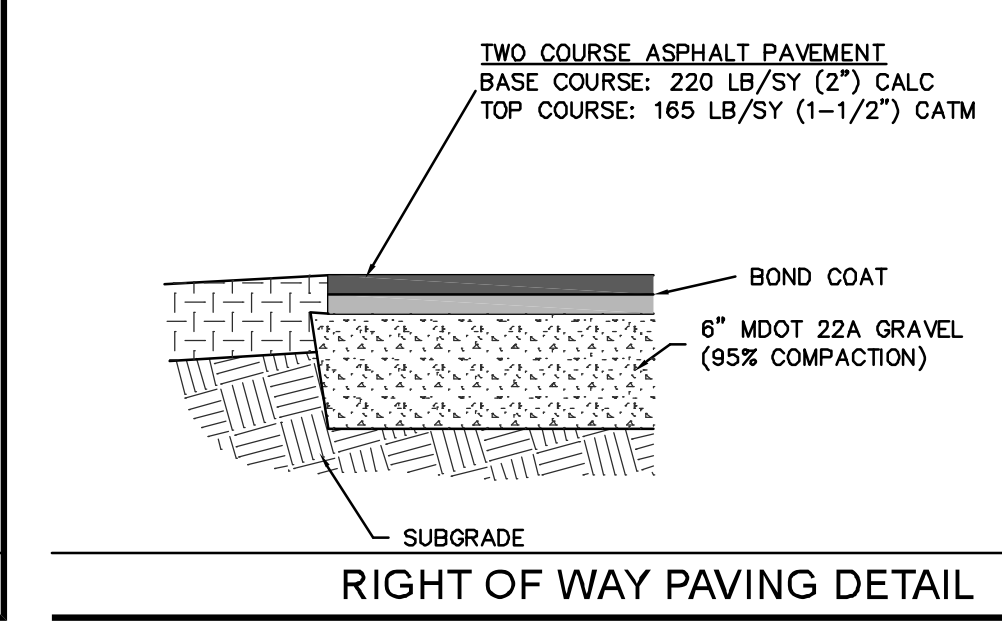
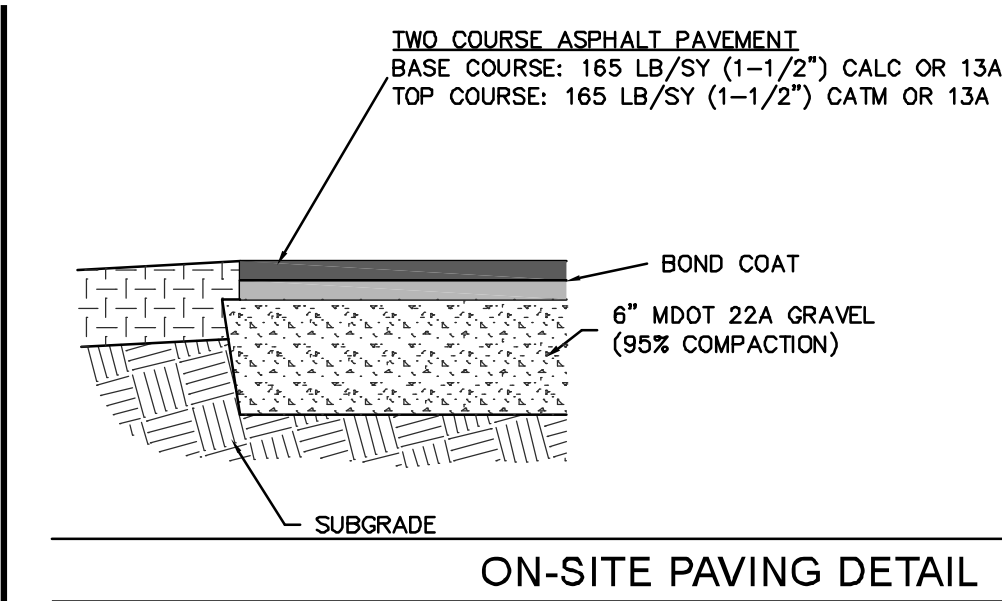
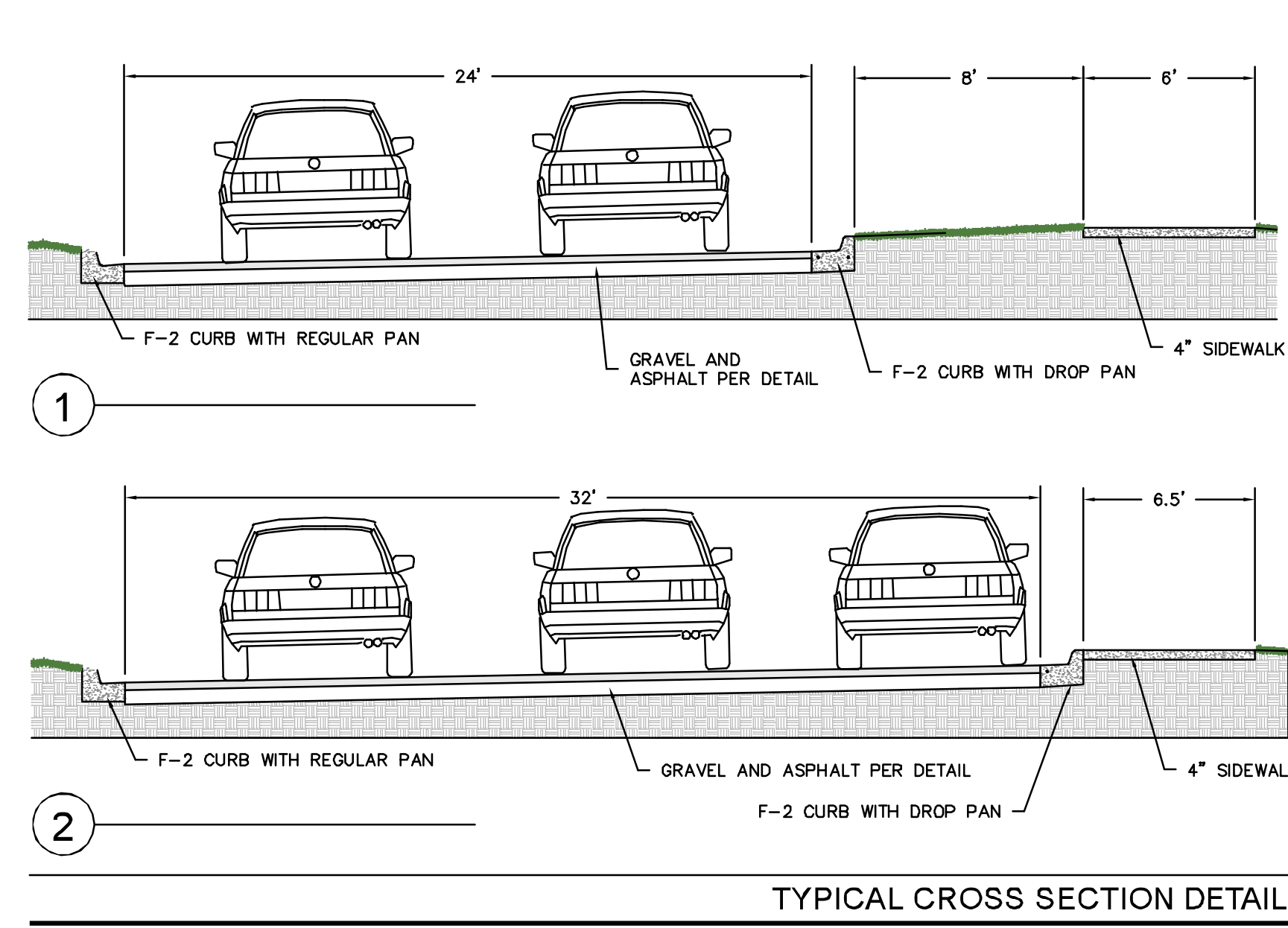
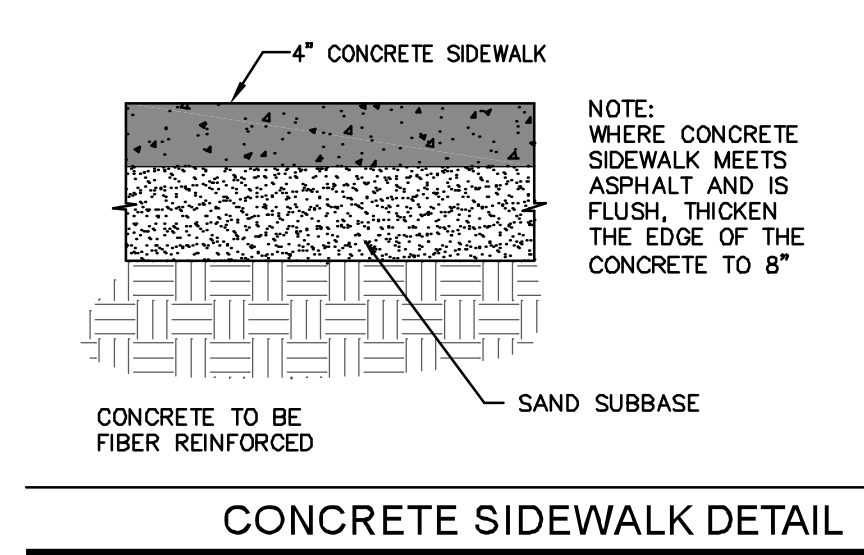
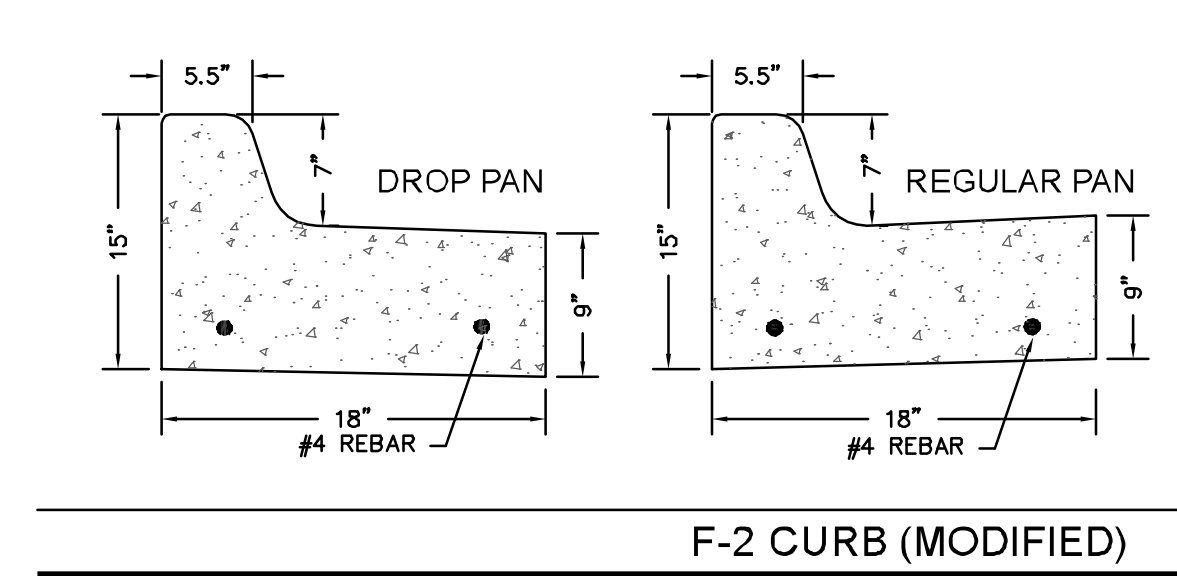
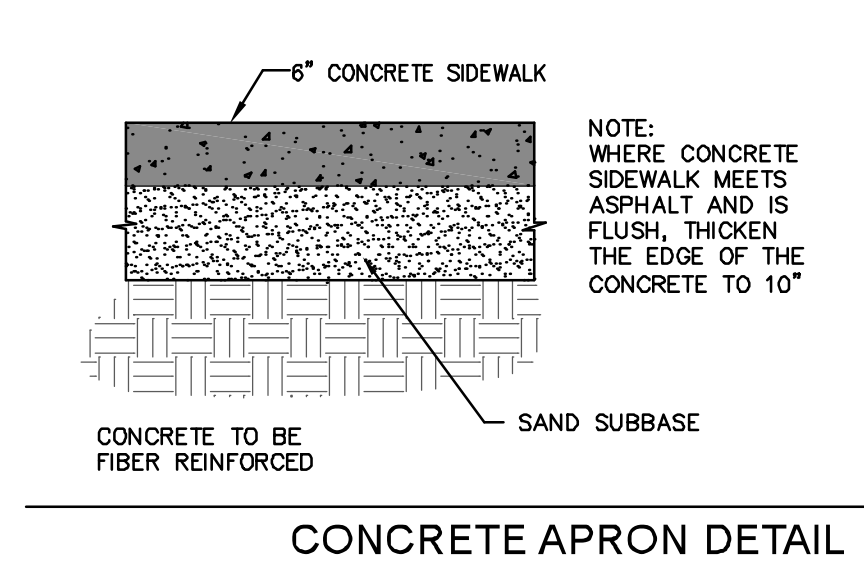
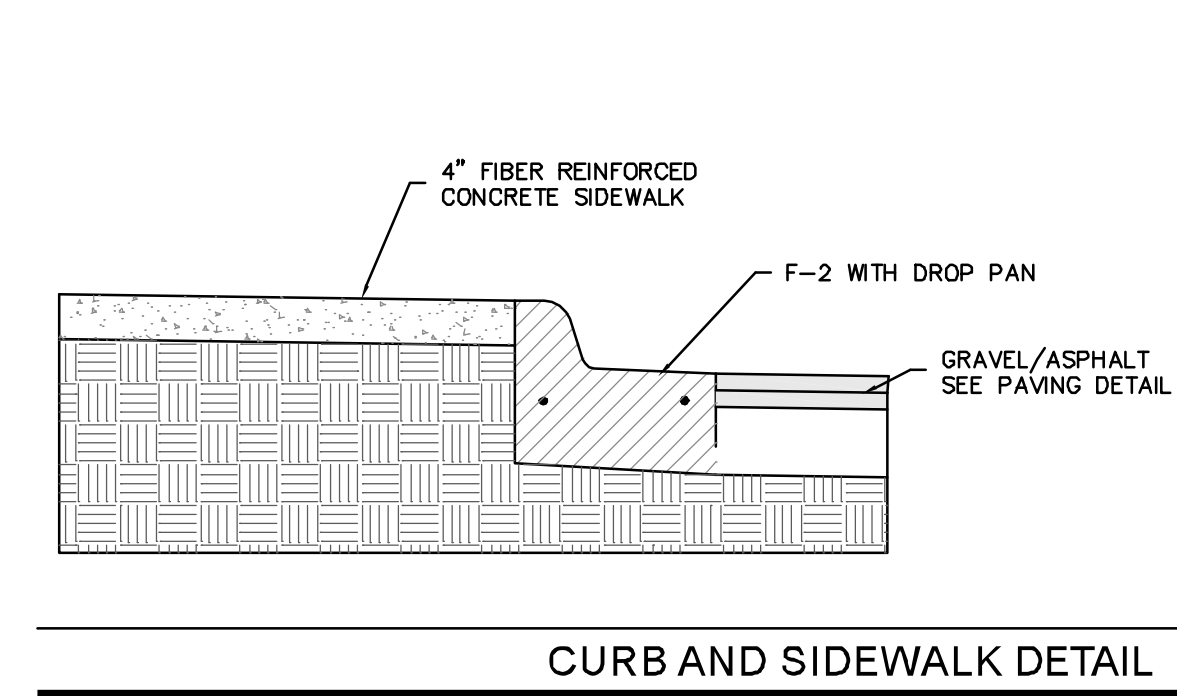
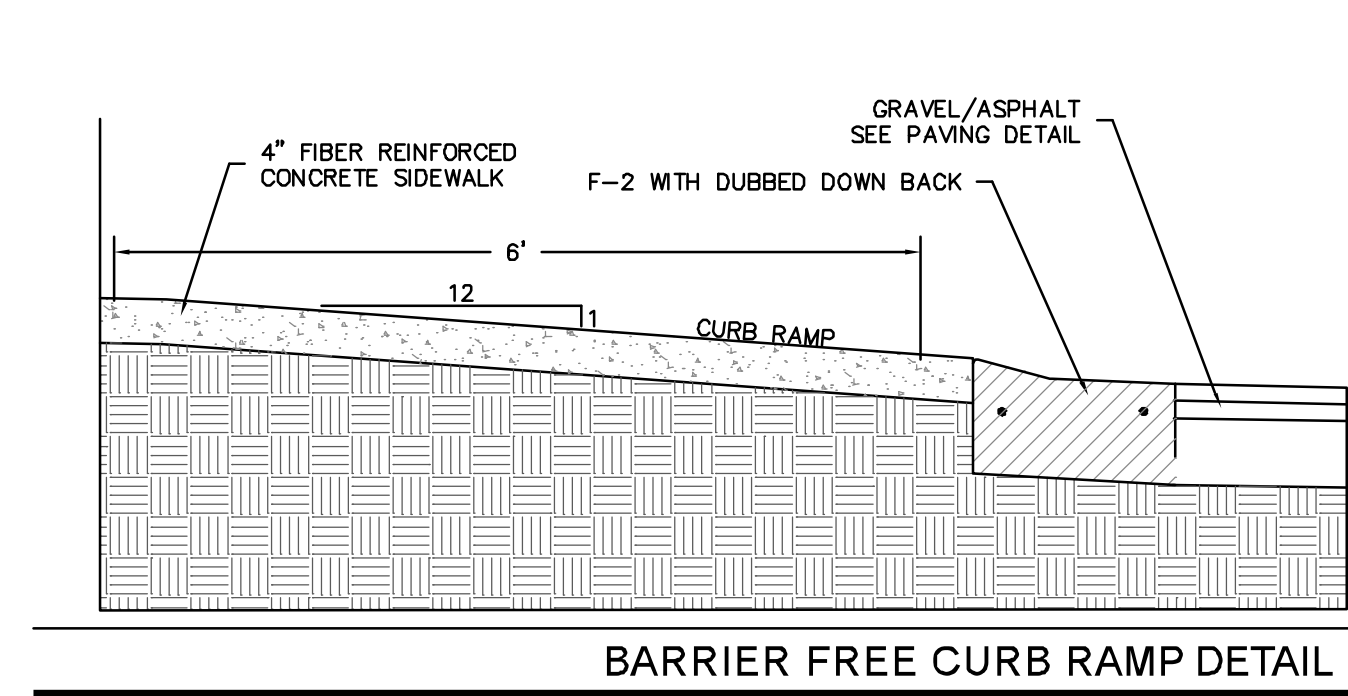
PROJECT: SOUTH 22 MULTI-FAMILY HOUSING DEVELOPMENT
CLIENT: HAMMOND INVESTMENT PROPERTIES, LLC
 1435 FULTON ST.
 GRAND HAVEN, MI 49417

LOCATION: SECTION 23, T27N - R11W, GARFIELD TWP., GRAND TRAVERSE COUNTY, MICHIGAN

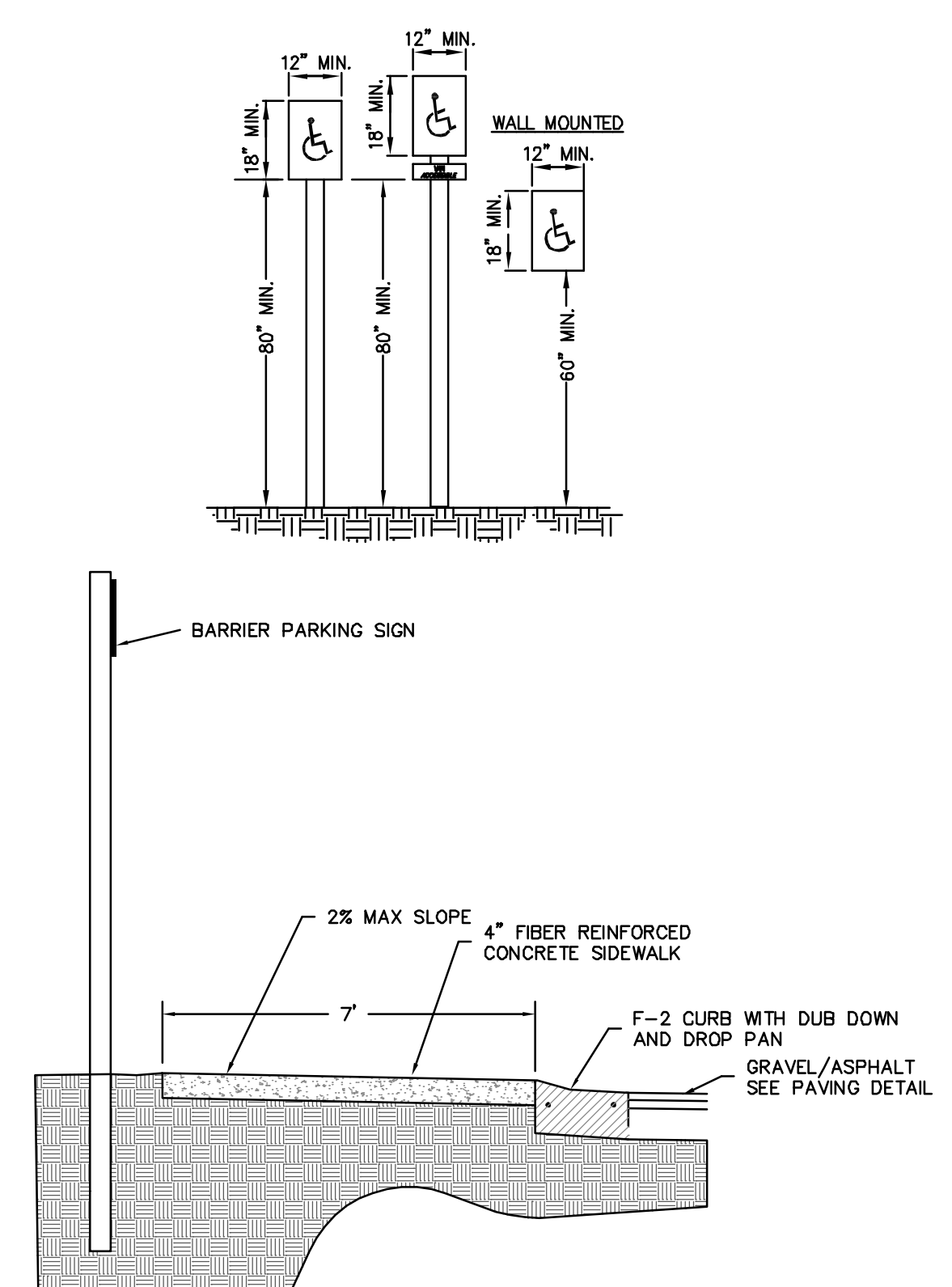
PROJECT NO.: **2016-161_2**

SITE DETAIL
 LLOYD LANE

C306



DUMPSTER PAD DETAIL



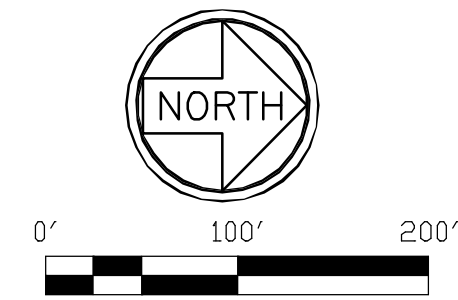
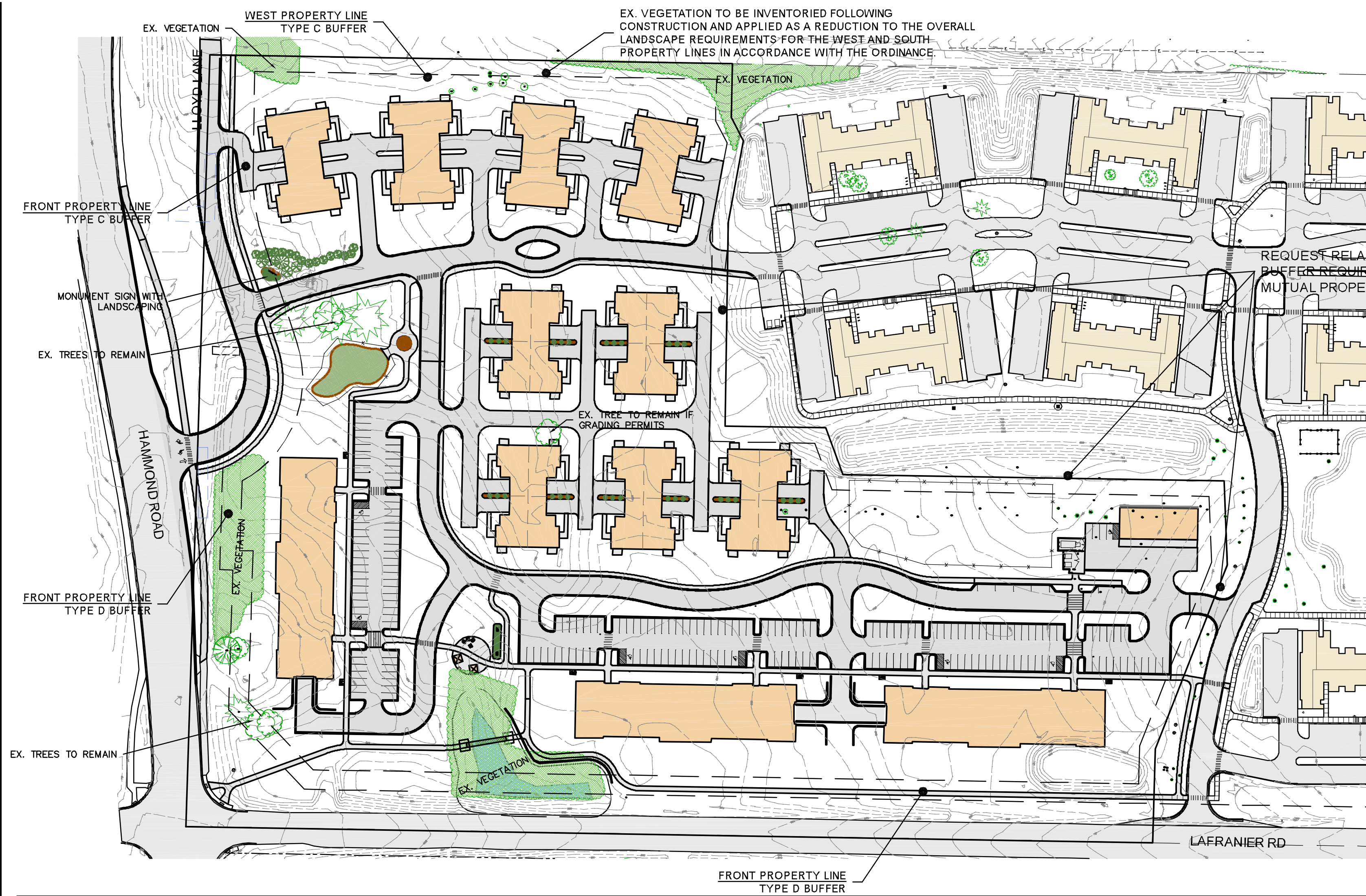
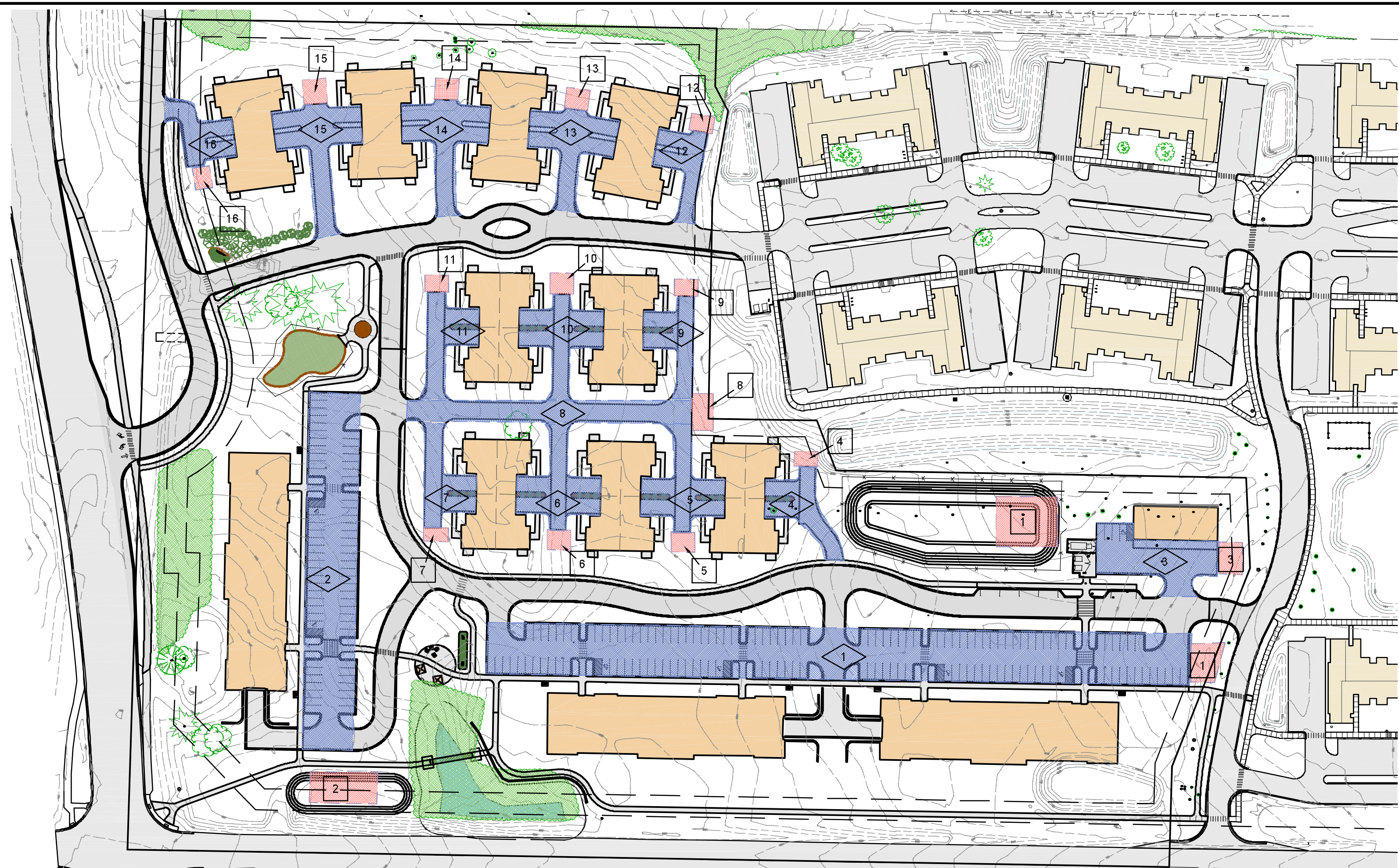


EXHIBIT IS INTENDED TO SUPPLEMENT THE LANDSCAPE PLAN

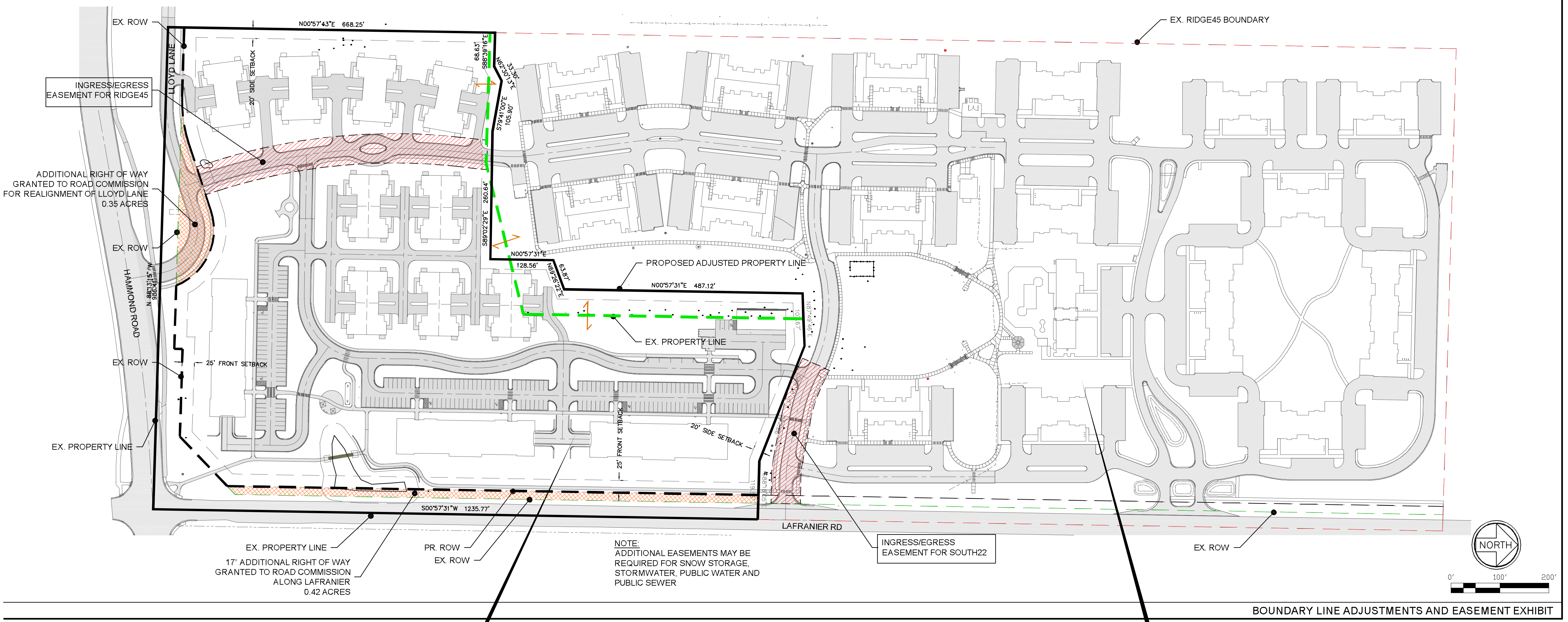
LANDSCAPE COMPLIANCE PLAN



Area ID	Parking area (sf)	Snow Storage	
		Required (sf)	Provided (sf)
1	51000	5100	5800
2	25600	2560	3000
3	8600	860	900
4	4600	460	500
5	6300	630	660
6	6300	630	670
7	4600	460	480
8	8800	880	1100
9	4600	460	560
10	6300	630	700
11	4600	460	560
12	3900	390	560
13	6500	650	700
14	7000	700	715
15	7600	760	820
16	5000	500	550

MAIN DRIVES WILL BE PLOWED REGULARLY AND SNOW WINDROWED ALONG CURB LINE. PERIODICALLY, SNOW WILL BE MOVED TO MAIN STORMWATER BASIN.

LANDSCAPE COMPLIANCE PLAN



Part of the Southwest 1/4 of Section 23, Town 27 North, Range 11 West, Garfield Township, Grand Traverse County, Michigan, more fully described as:
 BEGINNING at said South 1/4 corner of said Section 23; thence N 88°13'15" W, 986.41 feet; thence N 00°57'43" E, 668.25 feet; thence S 88°39'16" E, 68.63 feet; thence N 62°30'13" E, 33.30 feet; thence S 79°41'00" E, 105.90 feet; thence S 89°02'29" E, 260.64 feet; thence N 00°57'31" E, 128.56 feet; thence N 69°26'22" E, 63.87 feet; thence N 00°57'31" E, 487.12 feet; thence N 87°49'46" E, 107.67 feet; thence S 68°38'08" E, 252.66 feet; thence S 88°18'05" E, 119.56 feet; thence S 00°57'31" W, 1235.77 feet to the POINT OF BEGINNING.
 Containing 21.85 acres, more or less.
 Subject to and together with agreements, covenants, easements, and restrictions of record.

PROPOSED LEGAL DESCRIPTION (SOUTH22)

SOUTH22 BOUNDARY
 216 DWELLING UNITS PROPOSED

EXISTING
 GROSS AREA = 21.58 ACRES
 NET AREA = 19.07 ACRES

PROPOSED
 AFTER LOT LINE ADJUSTMENT AND ROW REMOVAL
 GROSS AREA = 21.85 ACRES
 NET AREA = 19.92 ACRES (BEFORE RIGHT OF WAY CONVEYANCE)
 UNIT DENSITY = 10.85 UNITS PER NET ACRE

ADDITIONAL ROW TO BE CONVEYED TO ROAD COMMISSION
 LLOYD LANE = 0.35 ACRES
 LAFRANIER = 0.42 ACRES

RIDGE45 BOUNDARY
 400 DWELLING UNITS

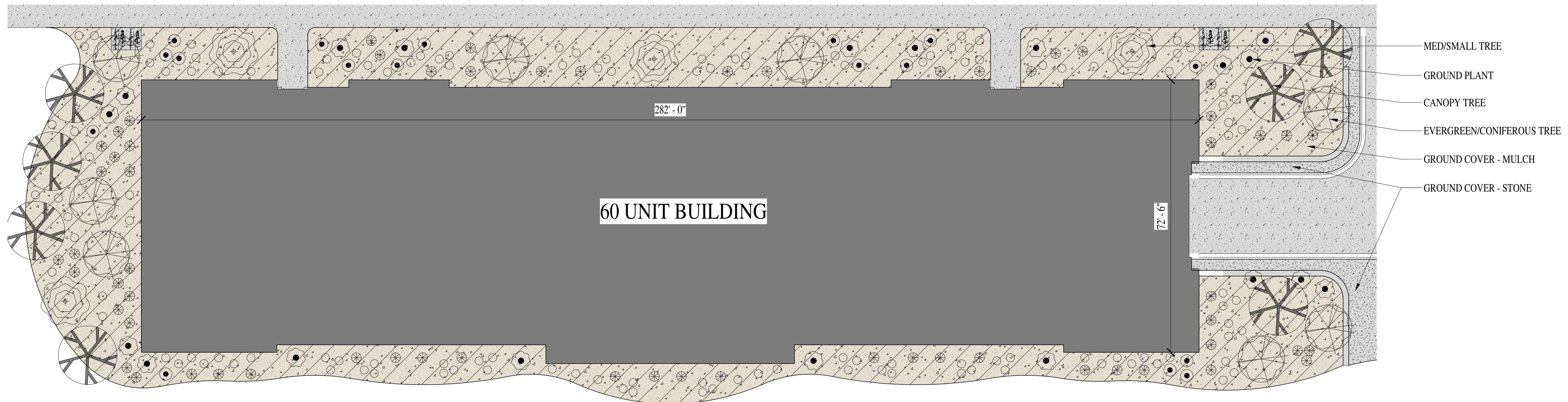
EXISTING
 GROSS AREA = 38.65
 NET AREA = 37.59 ACRES
 UNIT DENSITY = 10.64 UNITS PER NET ACRE

PROPOSED
 AFTER LOT LINE ADJUSTMENT
 GROSS AREA = 37.8 ACRES
 NET AREA = 36.74 ACRES
 UNIT DENSITY = 10.89 UNITS PER NET ACRE

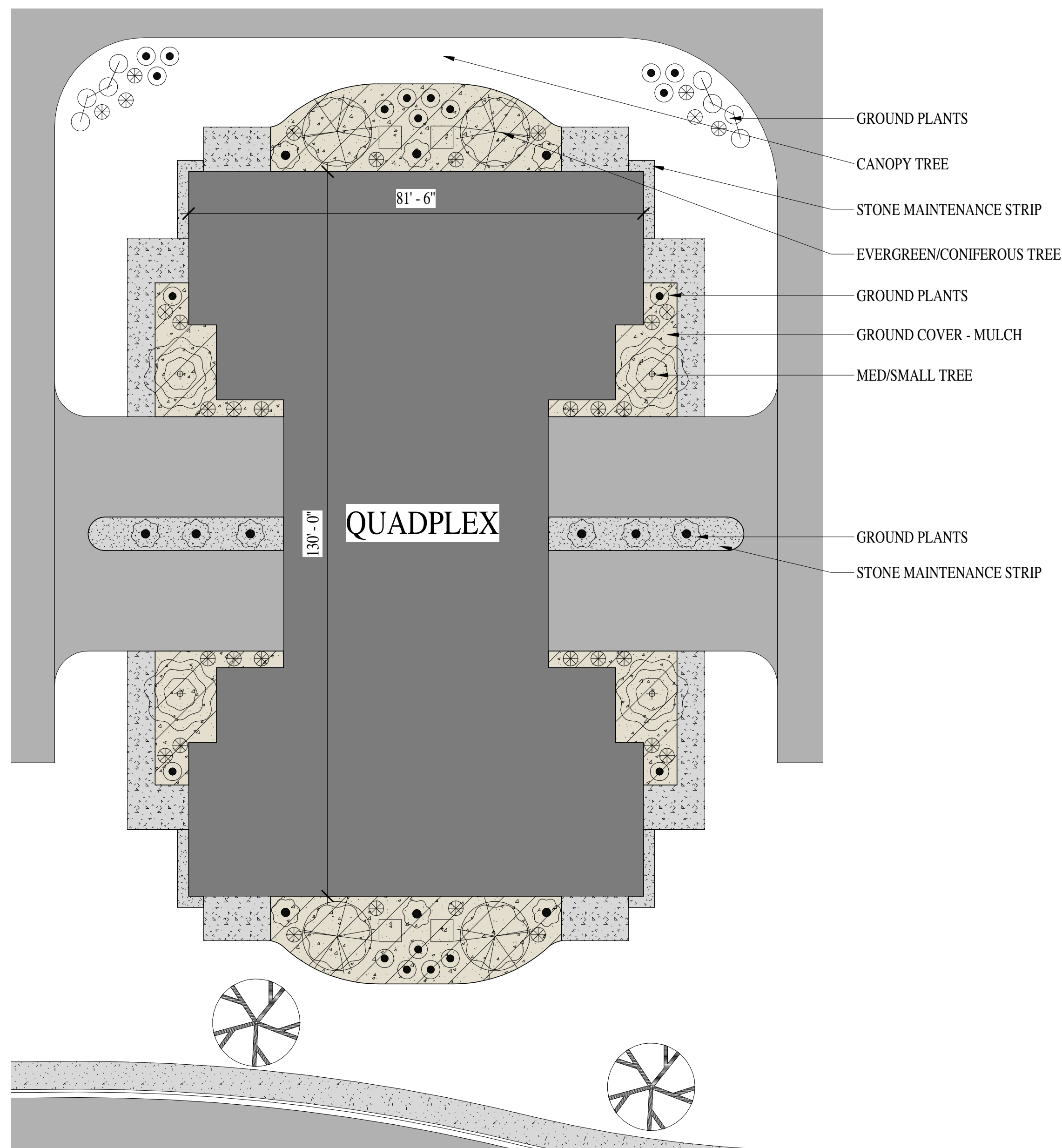
NOTE: NET AREA DOES NOT INCLUDE THE REDUCTION OF THE 17' RIGHT OF WAY THAT WAS CONVEYED TO THE ROAD COMMISSION AT THE TIME OF DEVELOPMENT. THIS ACCOUNTS FOR A REDUCTION OF 0.55 ACRES.

NOTE:
 ADDITIONAL EASEMENTS MAY BE REQUIRED FOR SNOW STORAGE, STORMWATER, PUBLIC WATER AND PUBLIC SEWER

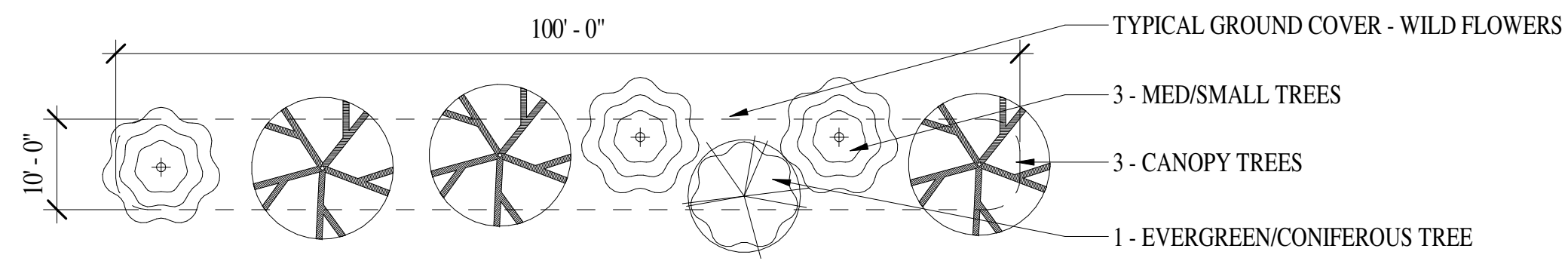
BOUNDARY LINE ADJUSTMENTS AND EASEMENT EXHIBIT



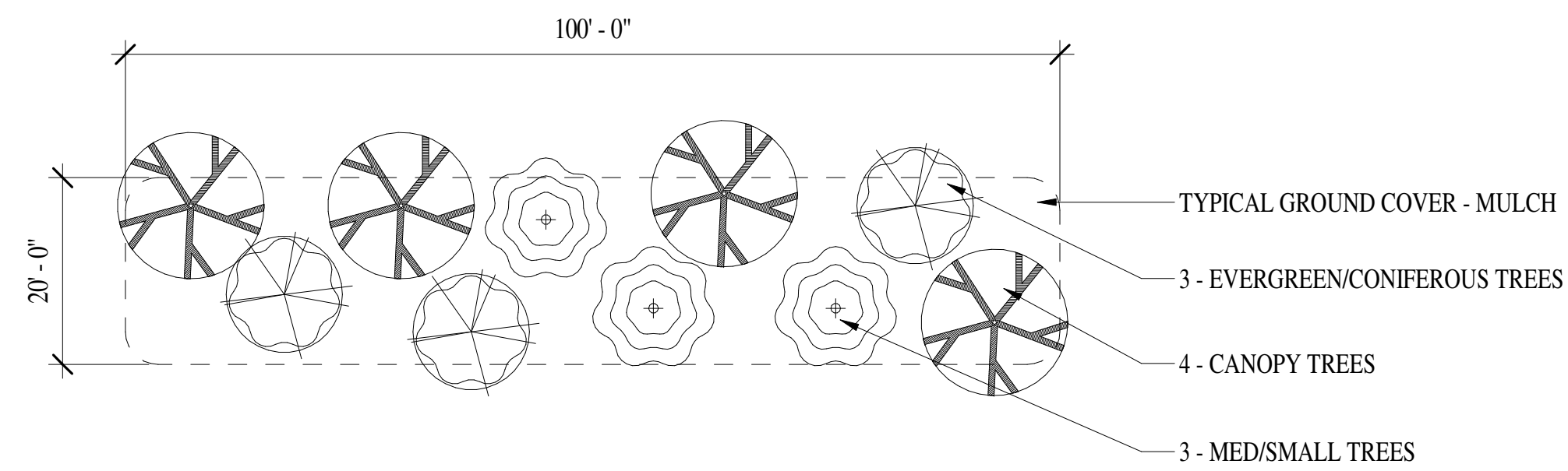
1 LANDSCAPE - TYPICAL 60 UNIT
1/16" = 1'-0"



2 LANDSCAPE - TYPICAL QUADPLEX
1/16" = 1'-0"



3 LANDSCAPE - TYPICAL BUFFER "C"
1/16" = 1'-0"



4 LANDSCAPE - TYPICAL BUFFER "D"
1/16" = 1'-0"

SUGGESTED PLANT LIST

CANOPY TREE

- Acer Rubrum / Red Maple
- Acer Saccharum / Sugar Maple
- Nyssa Sylvatica / Black Tupelo
- Quercus Rubra / Red Oak

MED/SMALL TREE

- Amelanchier x g. / Autum Brilliance
- Crateagus Crusgalle var. inermis / Thornless Hawthorn
- Cornus Alternifolia / Pagoda Dogwood
- Viburnum Prunifolium / Blackhaw Viburnum

EVERGREEN/CONIFEROUS TREES

- Picea Glauca / White Spruce
- Pinus Strobus / White Pine
- Tsuga Canadensis / Canadian Hemlock

GROUND PLANTS

- Acer "Blood Good" / Japanese Maple
- Calamagrostis Avalanche / Feather Reed Grass
- Hosta Francee
- Lavandula Angustifolia / English Lavender
- Panicum Cheyenne Sky
- Viburnum Mohican

PRELIMINARY - NOT FOR CONSTRUCTION

PROJECT NUMBER	TBD
DATE:	2021.08.30
DRAWN BY:	NTH
CHECKED BY:	DM

Revision Schedule		
No.	Description	Date

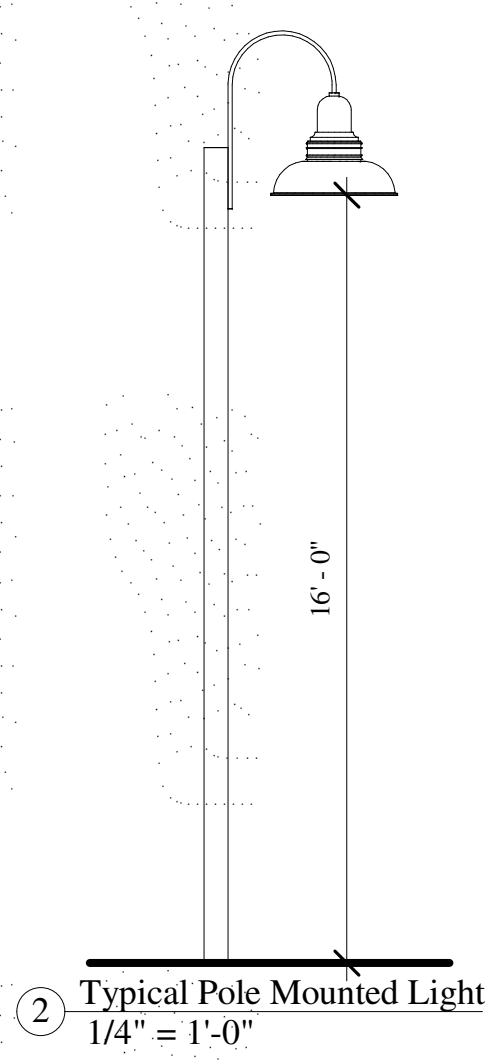
Concept

LANDSCAPE DETAILS

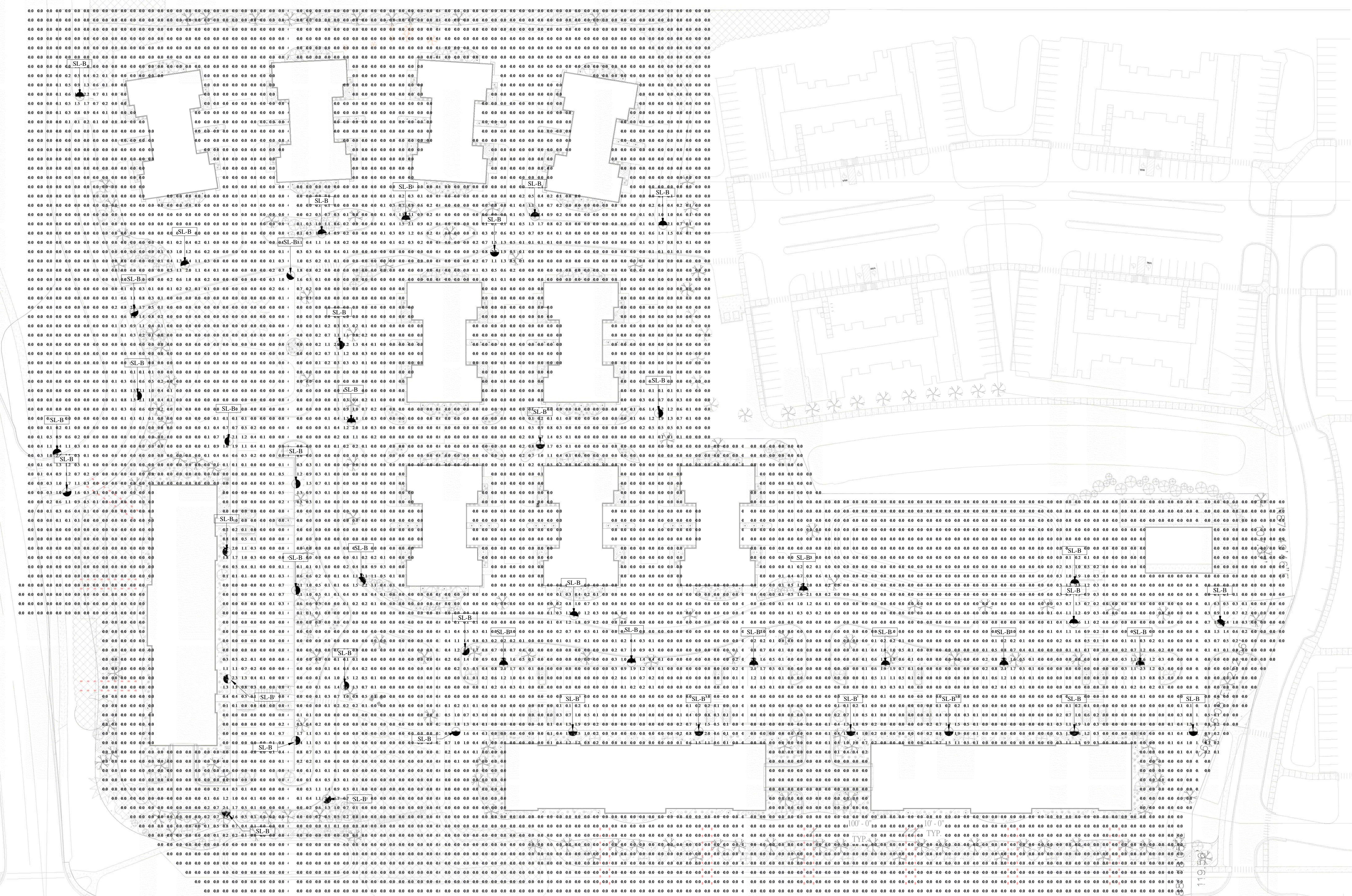
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SOUTH 22 MULTI-FAMILY HOUSING DEVELOPMENT
TRAVERSE CITY, MI.



PROJECT: SOUTH 22 MULTI-FAMILY HOUSING DEVELOPMENT
 DATE: 2021.08.30
 DRAWN BY: NTH
 CHECKED BY: PO
 REVISION SCHEDULE
 No. Description Date
 Conceptual
 Photometric Plan
 E 400



① Site Photometric Points
1" = 50'-0"

Calculation Summary @ Grade - Calculation Points = 10x10'

un	Average	Maximum	Minimum	Avg/Min	Max/Min
Detail Filled Region	0 fc	3 fc	0 fc	325411091075.9	8201747827284.1

Lighting Fixture Schedule

Manufacturer	Model	Count	Description	Luminaire Lumens	Wattage
Cooper Industries, Inc.	MODERN EPIC	45	DECORATIVE AREA LUMINAIRE	1914 lm	100 W

NOTE:
 • PROPOSED SITE LIGHTING LAMPS SHOW/IT EMIT LIGHT MEASURING 3500 K OR WARMER (BETWEEN 0 K AND 3500 K) ON THE KELVIN SCALE
 • PROPOSED FIXTURES WILL NOT CREATE ILLUMINATION LEVELS THAT EXCEED THE STANDARDS OF SECTION 517 OF THE ZONING ORDINANCE

PROJECT NUMBER
XXXXX
 DATE: 2021.08.30
 DRAWN BY: NTH
 CHECKED BY: PO

Revision Schedule

No.	Description	Date

Conceptual
 Photometric Plan

E 400

PROPOSED QUAD-PLEX

TRAVERSE CITY, MI.

NOT FOR CONSTRUCTION

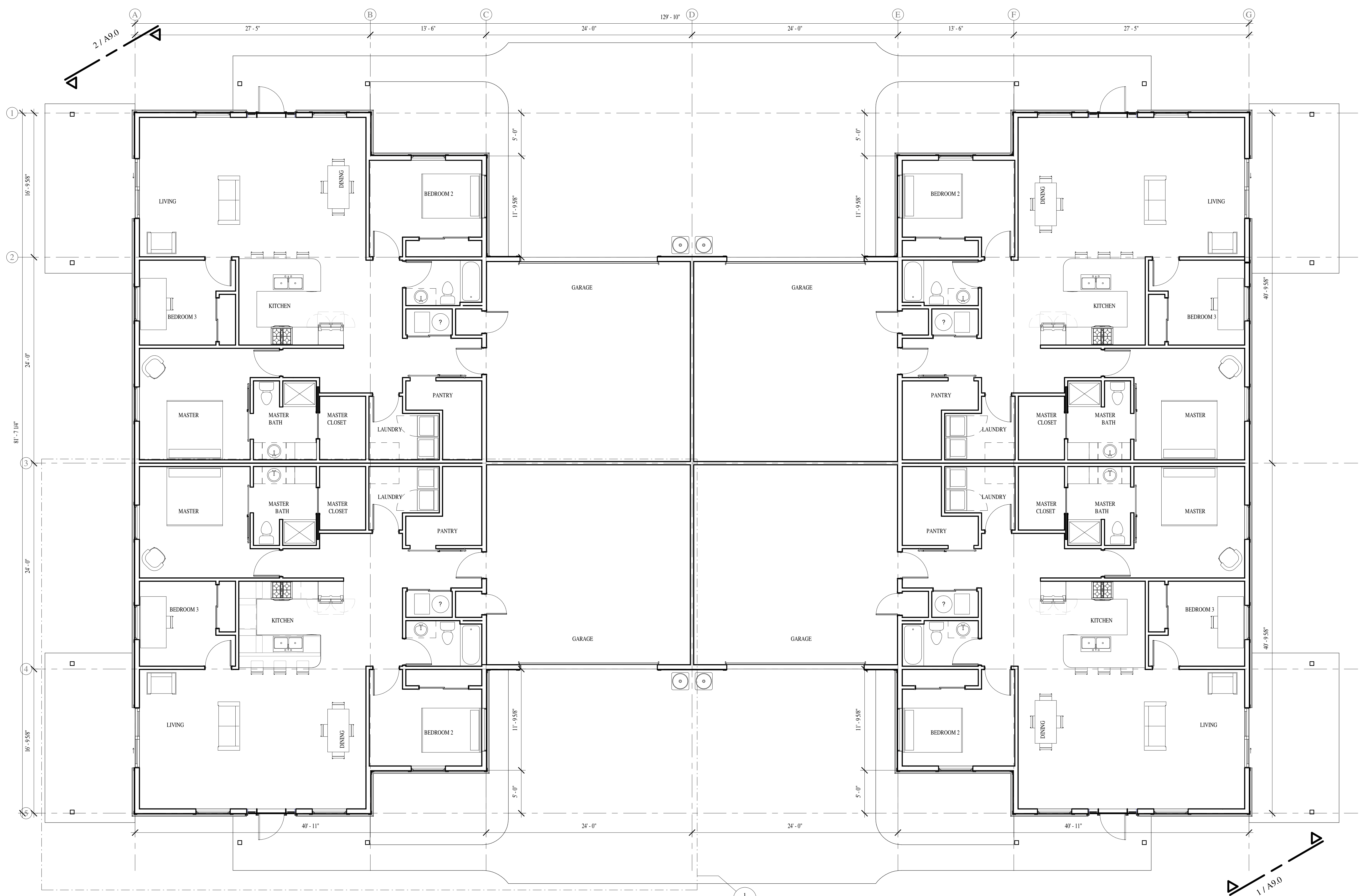
Client Name
 PROJECT NUMBER
 XXXXX
 DATE: 2021.08.24
 DRAWN BY: NTH
 CHECKED BY: PO

Revision Schedule		
No.	Description	Date

Conceptual

PLAN VIEW

A1.0



1 Quad-Plex Plan View
 3/16" = 1'-0"

1
 A1.1

Option is approximately 1,525 SF. with 3 bedrooms, 2 baths and a 24'x24' garage.
 All Dimensions are measured to face of framing.

PROPOSED QUAD-PLEX

TRAVERSE CITY, MI.

**NOT FOR
 CONSTRUCTION**

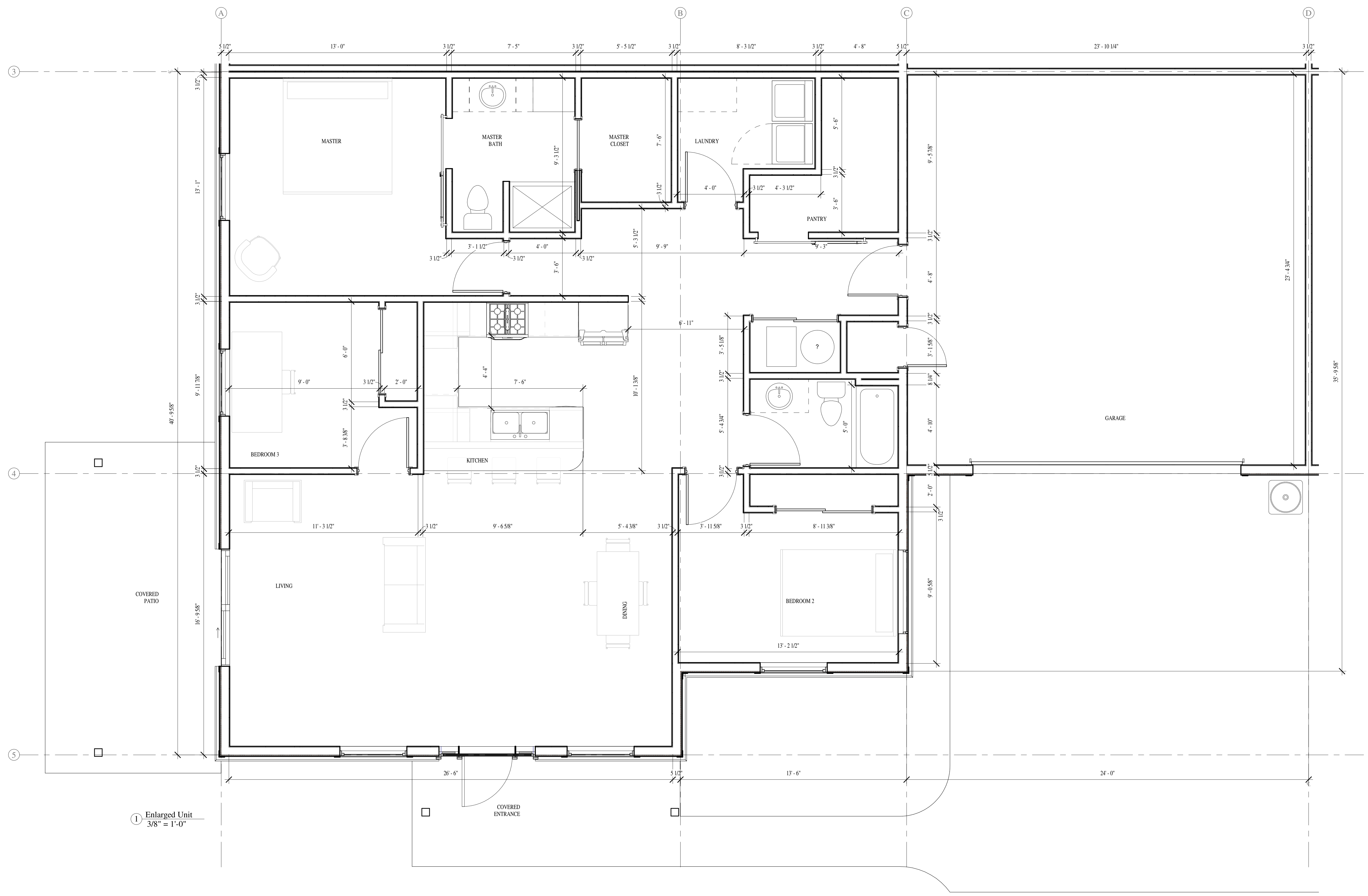
Client Name
 PROJECT NUMBER
 XXXXX
 DATE: 2021.08.24
 DRAWN BY: NTH
 CHECKED BY: PO

Revision Schedule		
No.	Description	Date

Conceptual

Enlarged Unit

A1.1



1 Enlarged Unit
 3/8" = 1'-0"

H:\ACT\15\PROJECTS\Quadruple Design\Quadplex RVT1_20210824.rvt
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PROPOSED QUAD-PLEX
 TRAVERSE CITY, MI.

**NOT FOR
 CONSTRUCTION**

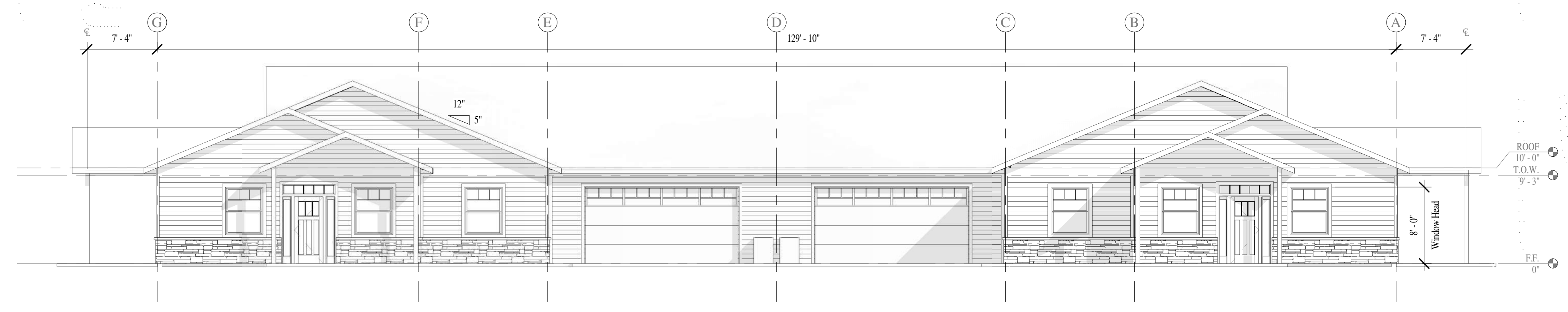
Client Name
 PROJECT NUMBER
 XXXXX
 DATE: 2021.08.24
 DRAWN BY: NTH
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Revision Schedule		
No.	Description	Date

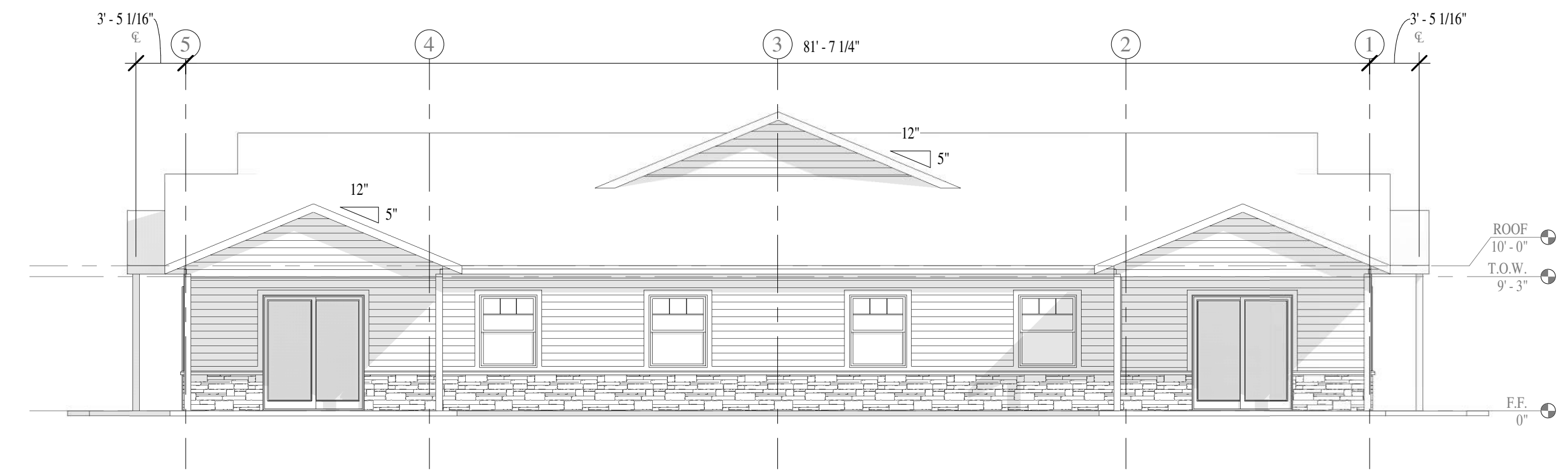
Conceptual

ELEVATIONS

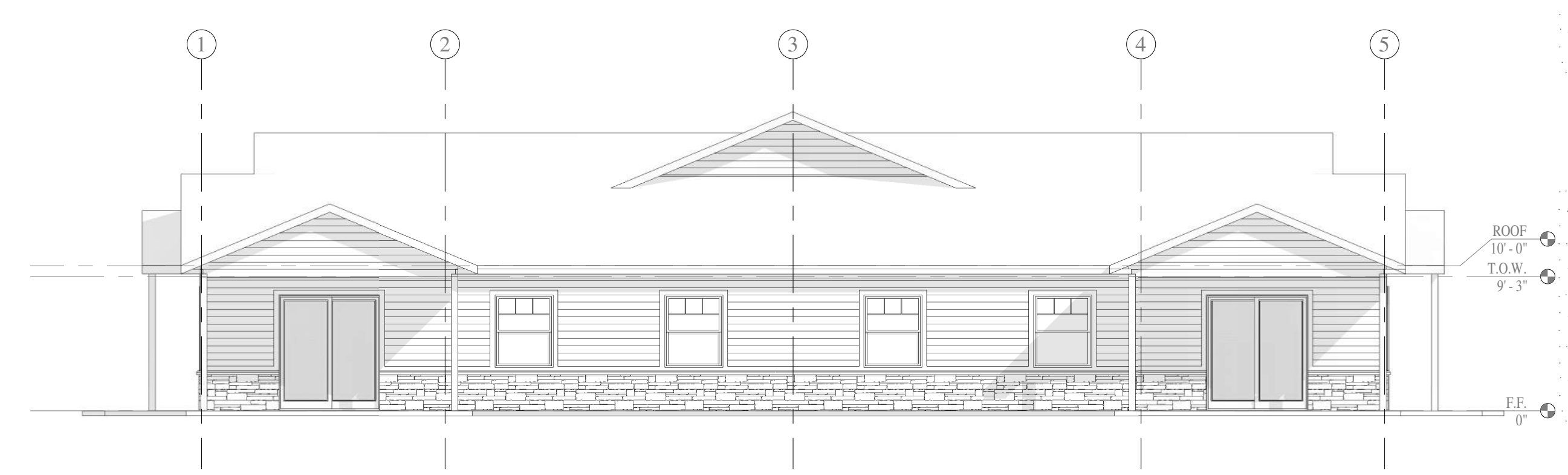
A2.0



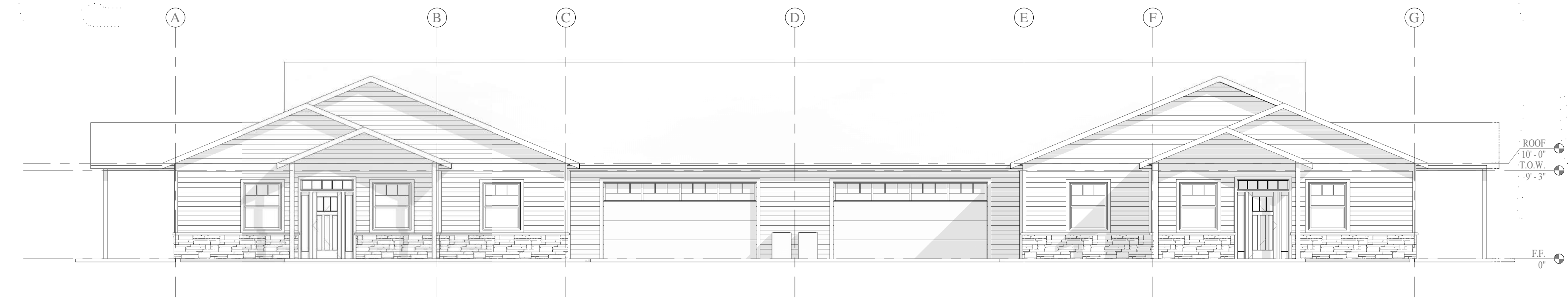
① North Elevation
 1/8" = 1'-0"



② East Elevation
 1/8" = 1'-0"

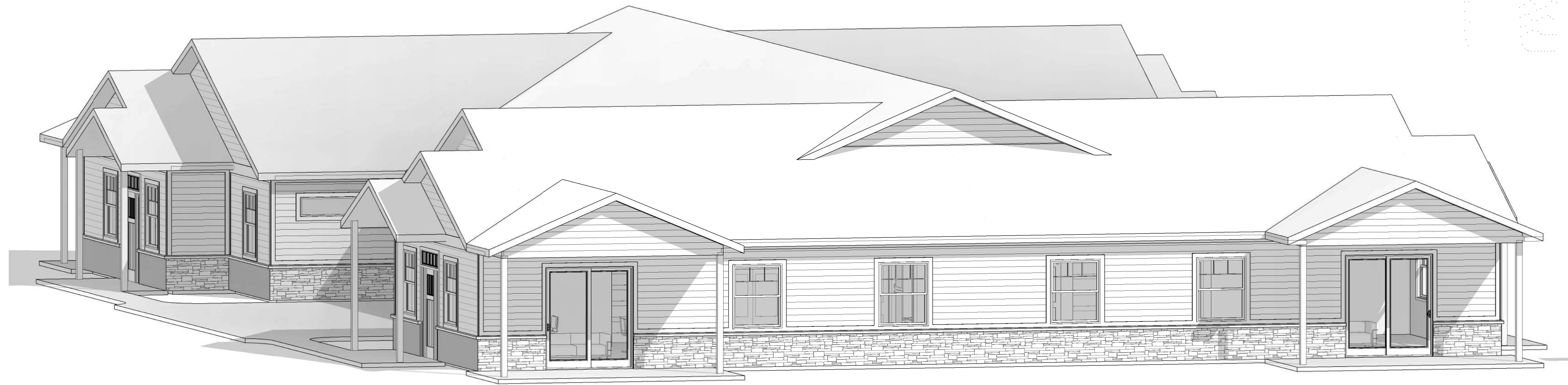


③ West Elevation
 1/8" = 1'-0"



④ South Elevation
 1/8" = 1'-0"

H:\ACTV\FR\PROJECTS\Quadplex Design\Quadplex A2.0.dwg
 2021.08.24 10:44 AM



PROPOSED QUAD-PLEX

TRAVERSE CITY, MI.

**NOT FOR
CONSTRUCTION**

Client Name
 PROJECT NUMBER
 XXXXX
 DATE: 2021.08.24
 DRAWN BY: NTH
 CHECKED BY: PO

Revision Schedule		
No.	Description	Date

Conceptual

3D VIEWS

A9.0

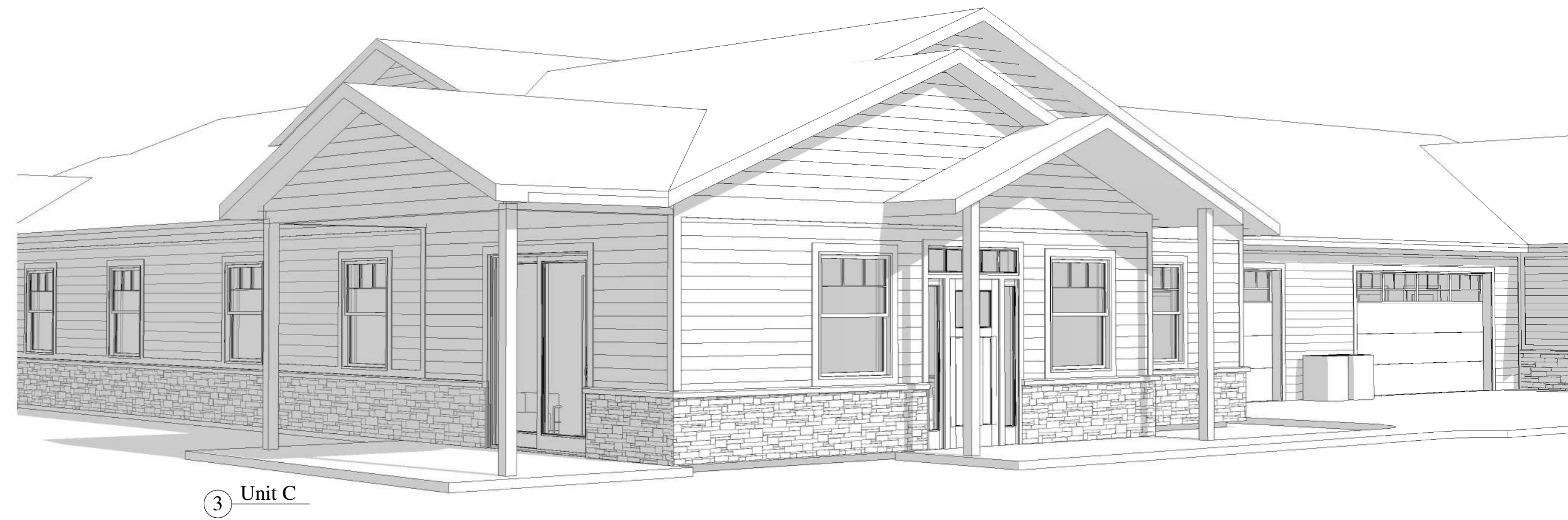
PROPOSED QUAD-PLEX

TRAVERSE CITY, MI.

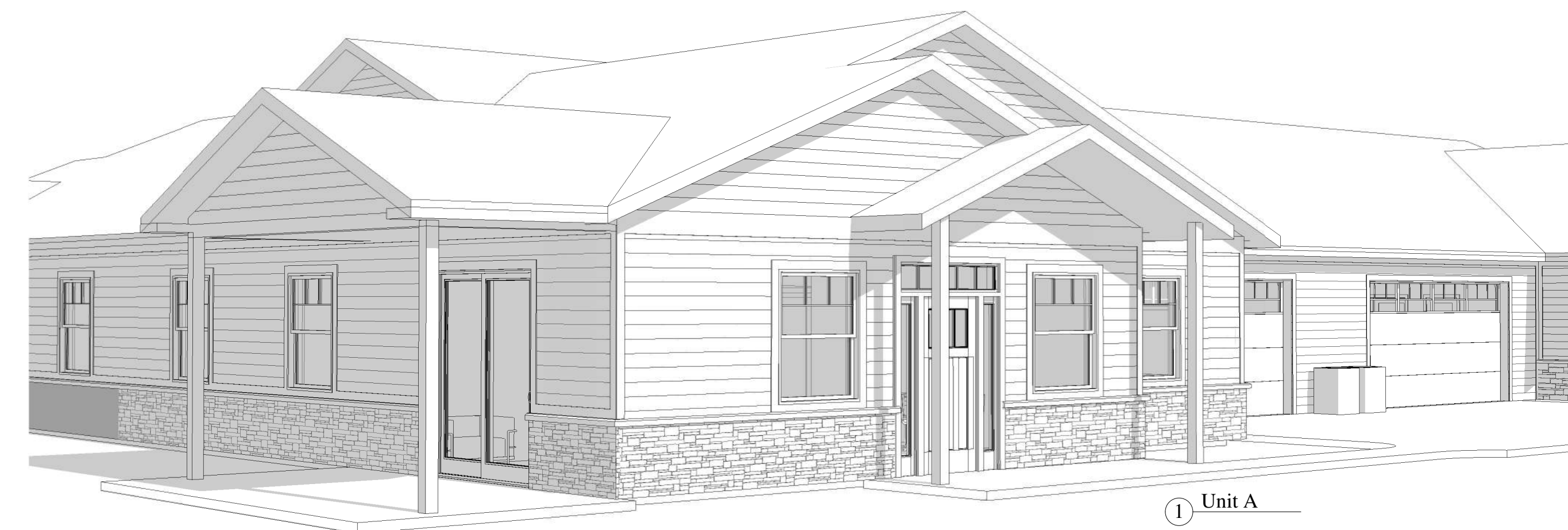
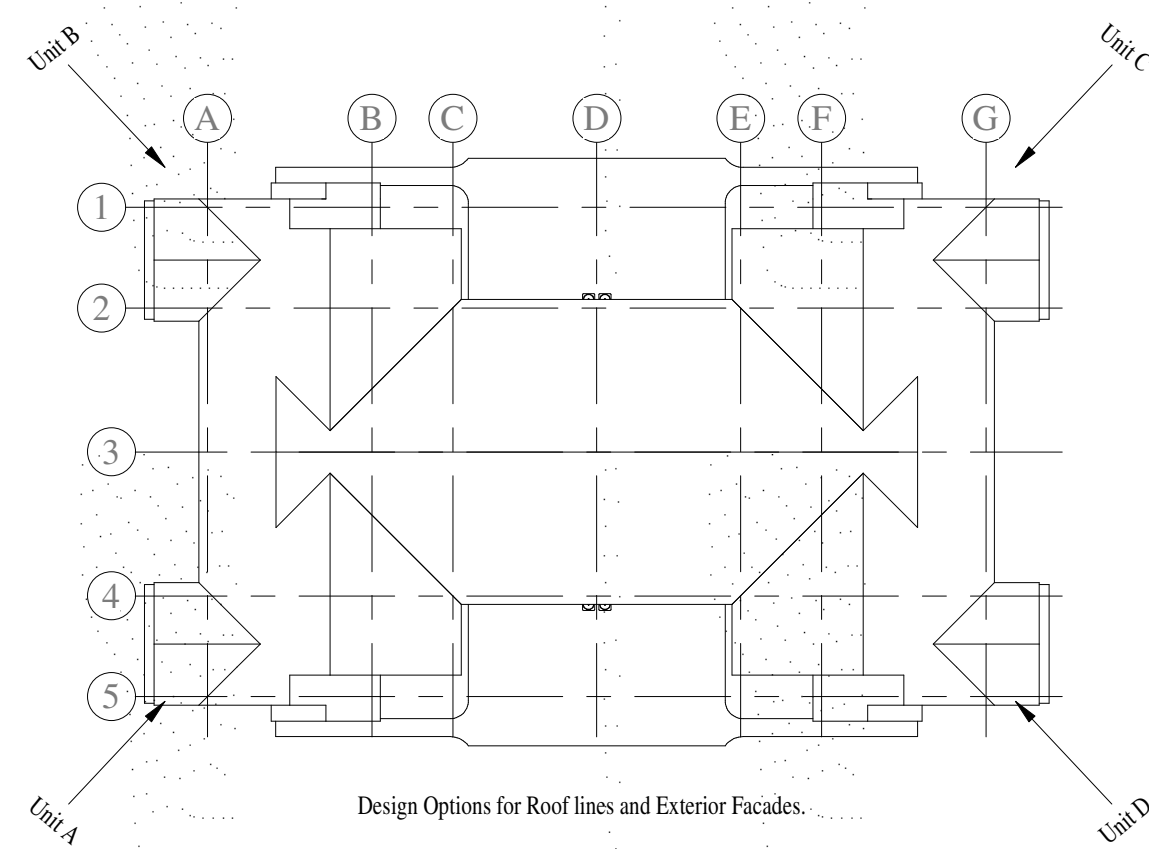
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 CONSTRUCTION**



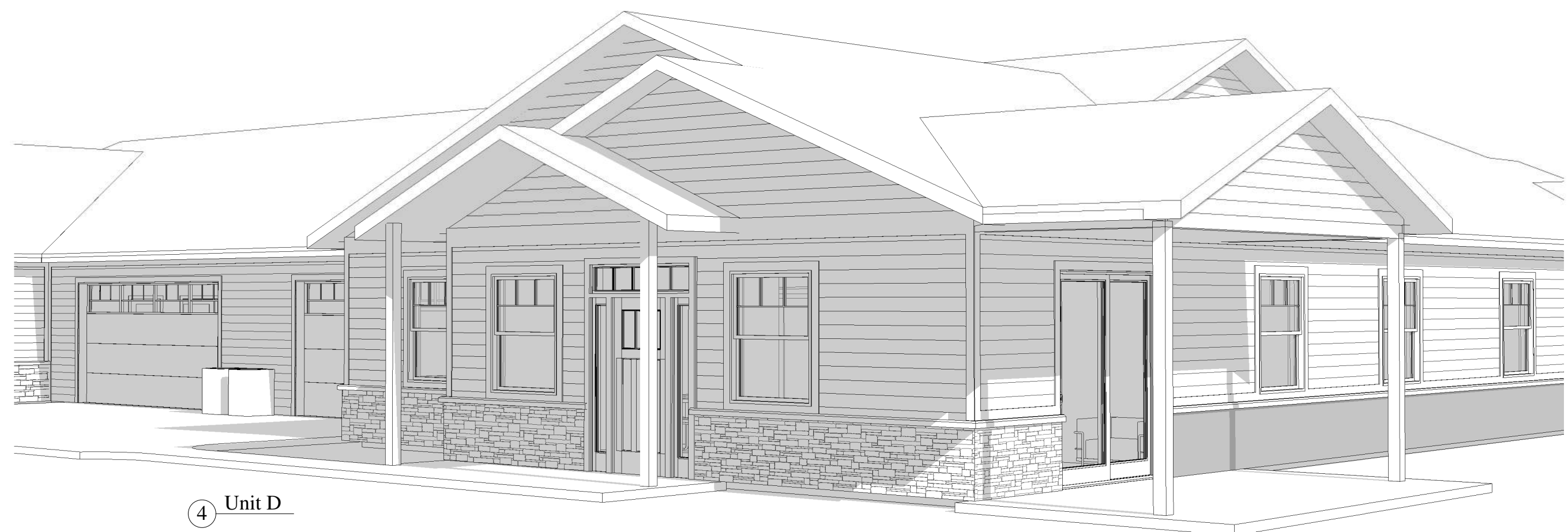
② Unit B



③ Unit C



① Unit A



④ Unit D

Client Name
 PROJECT NUMBER
 XXXXX
 DATE: 2021.08.24
 DRAWN BY: NTH
 CHECKED BY: PO

Revision Schedule

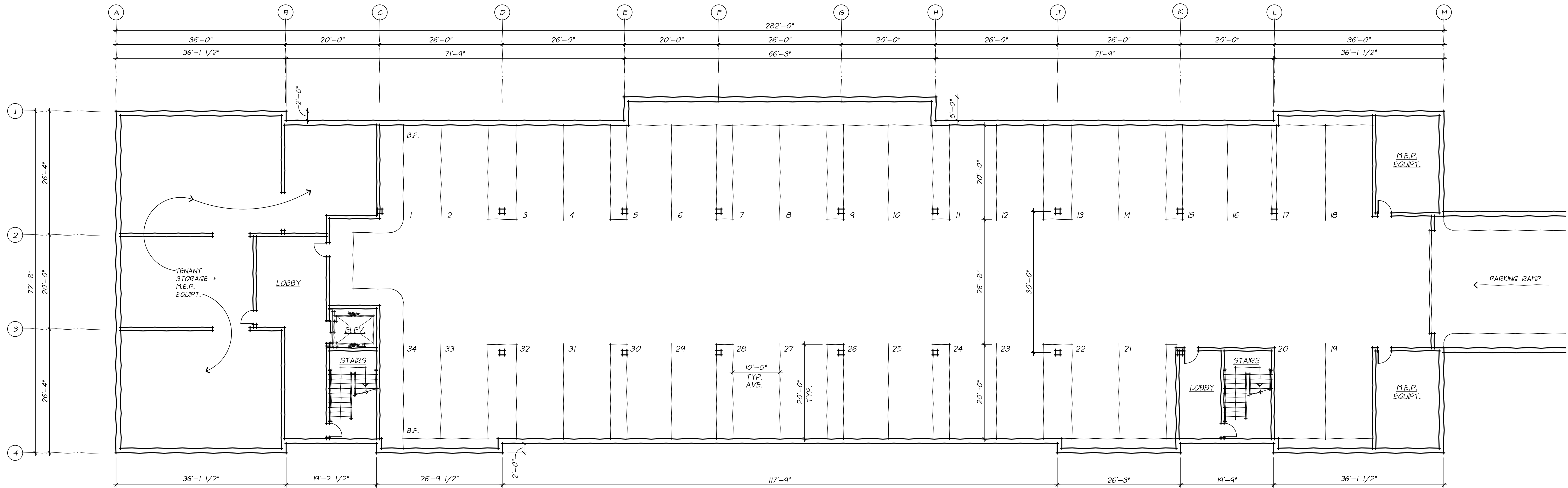
No.	Description	Date

Conceptual

Exterior Units

A9.1

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BASEMENT/ PARKING GARAGE PLAN
 SCALE: 3/32"=1'-0"

South 22 Apartments Big 60
 Traverse City
 Michigan



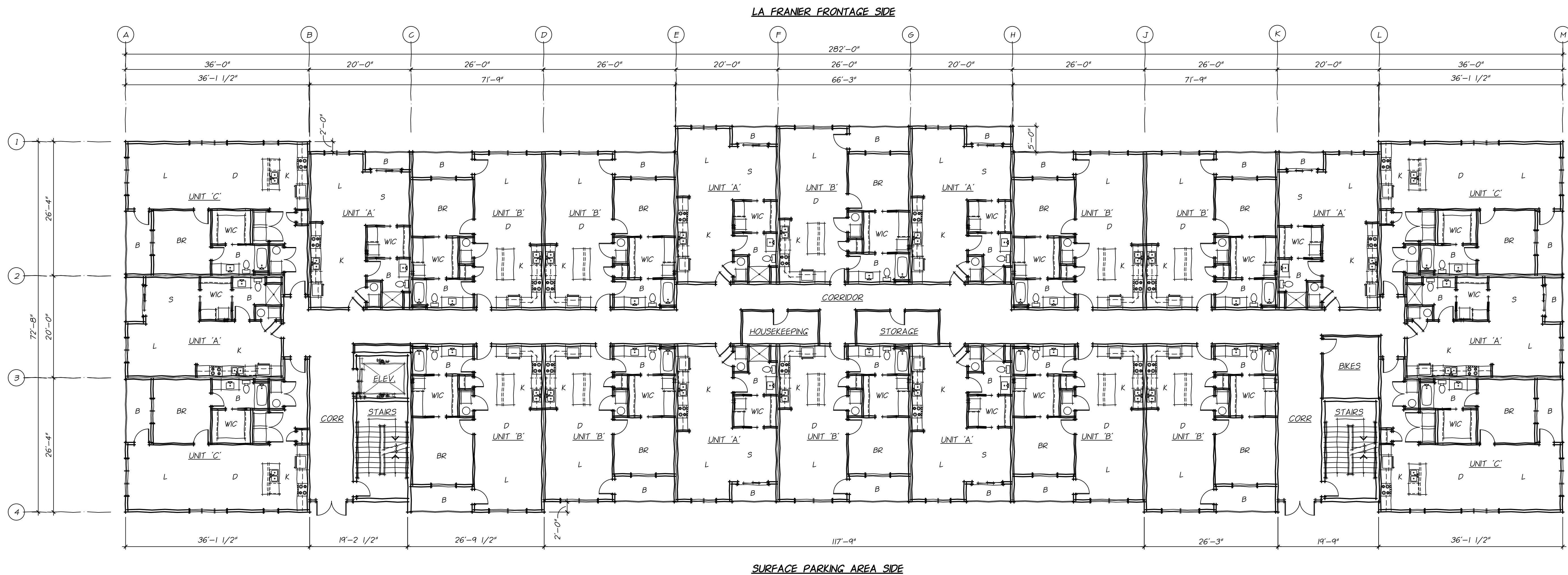
Revised 8-30-21 date
 0821 commission
 A1.0 sheet

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 Grand Haven
 Michigan
 49417

ph. 616 846 8990
 fax 616 846 8898

OppenhuizenArchitects
 Matt A. Oppenhuizen AIA



OVERALL FIRST FLOOR PLAN
SCALE: 3/32"=1'-0"

UNIT MIX:

MARK	UNIT 'A' STUDIO	UNIT 'B' 1BR/1B	UNIT 'C' 1BR/1B	TOTAL
FIRST FLOOR	8	10	4	22
SECOND FLOOR	8	10	4	22
THIRD FLOOR	6	10	0	16
TOTAL	22	30	8	60

South 22 Apartments Big 60
Traverse City
Michigan



Revised 8-30-21 date

0821 commission

A.I.I. sheet

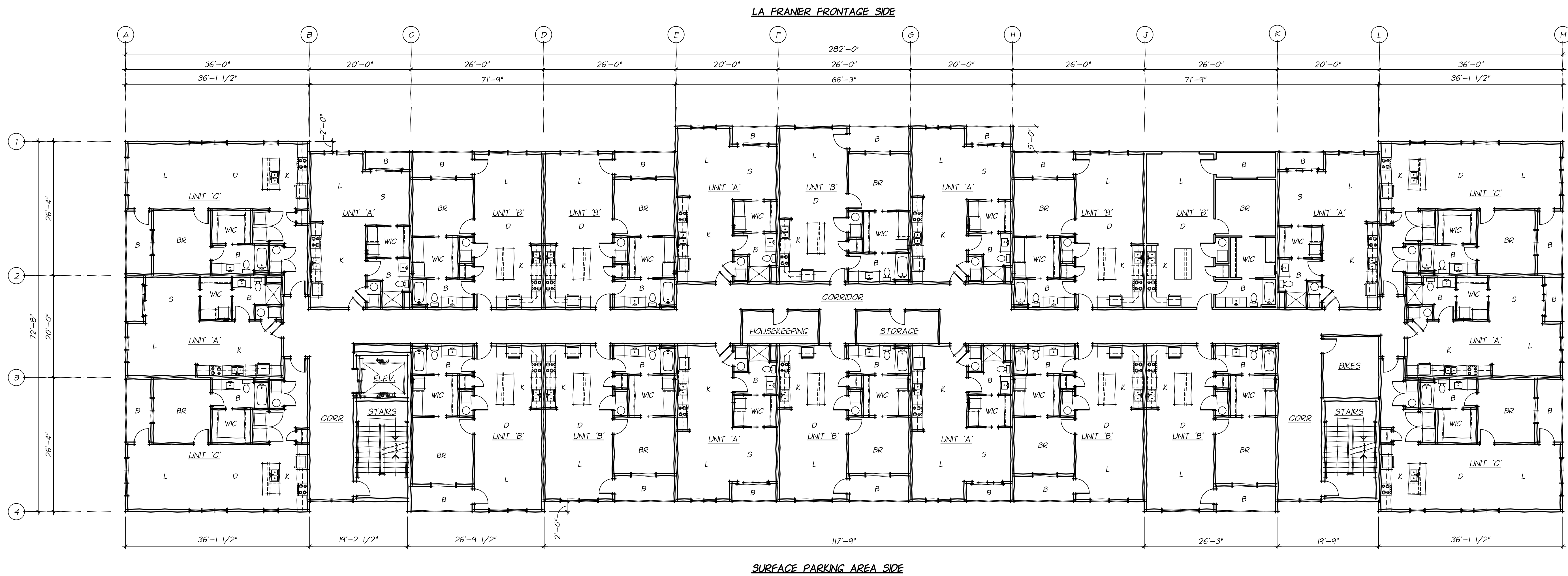
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ph. 616 846 8990
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OVERALL SECOND FLOOR PLAN
SCALE: 3/32"=1'-0"

UNIT MIX:

MARK	UNIT 'A' STUDIO	UNIT 'B' 1BR/1B	UNIT 'C' 1BR/1B	TOTAL
FIRST FLOOR	8	10	4	22
SECOND FLOOR	8	10	4	22
THIRD FLOOR	6	10	0	16
TOTAL	22	30	8	60

South 22 Apartments Big 60
Traverse City
Michigan



Revised 8-30-21 date

0821 commission

A1.2 sheet

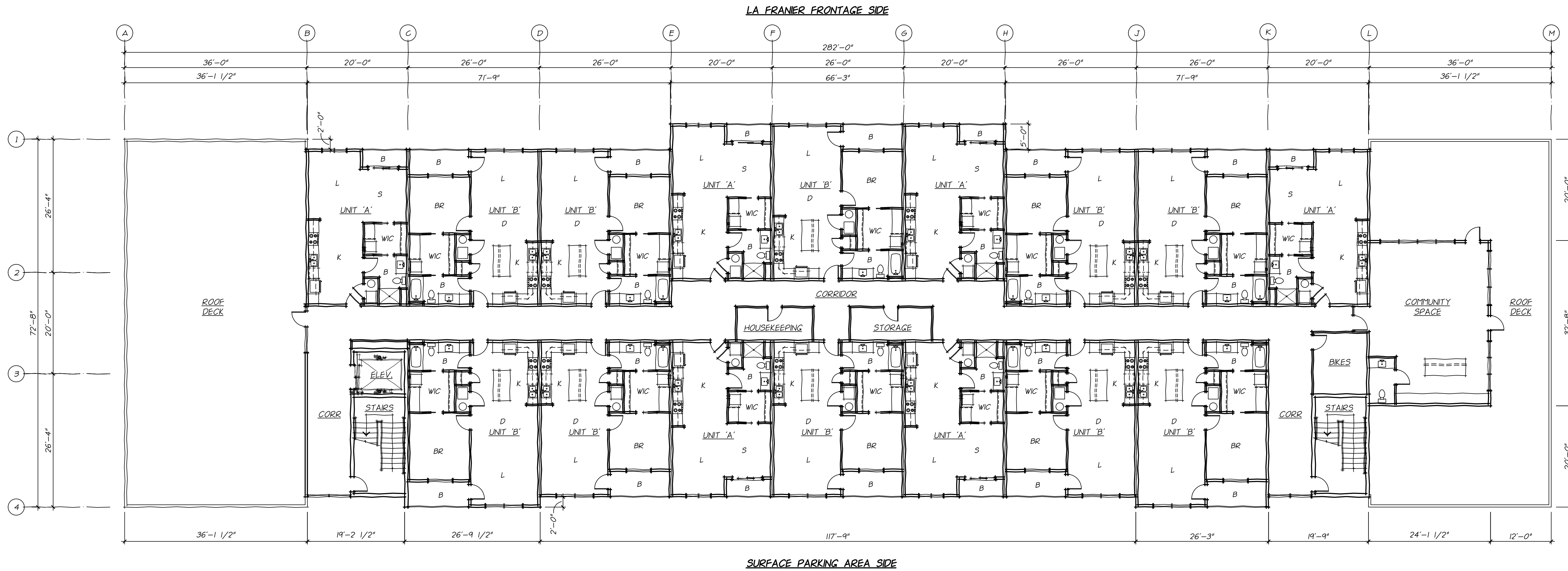
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South 22 Apartments Big 60
 Traverse City
 Michigan



OVERALL THIRD FLOOR PLAN
 SCALE: 3/32"=1'-0"

UNIT MIX:

MARK	UNIT 'A' STUDIO	UNIT 'B' 1BR/1B	UNIT 'C' 1BR/1B	TOTAL
FIRST FLOOR	8	10	4	22
SECOND FLOOR	8	10	4	22
THIRD FLOOR	6	10	0	16
TOTAL	22	30	8	60



Revised 8-30-21 date

0821 commission

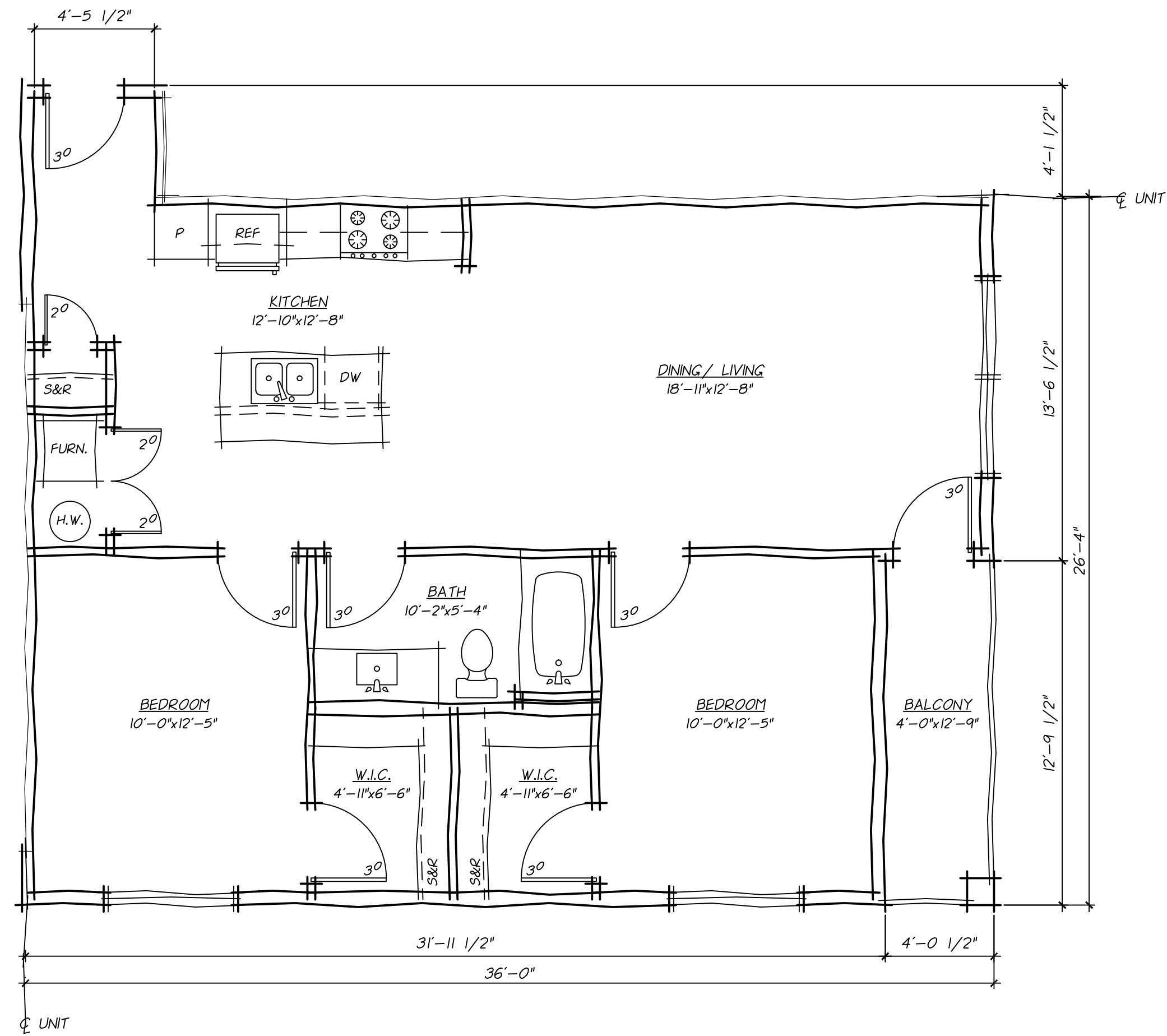
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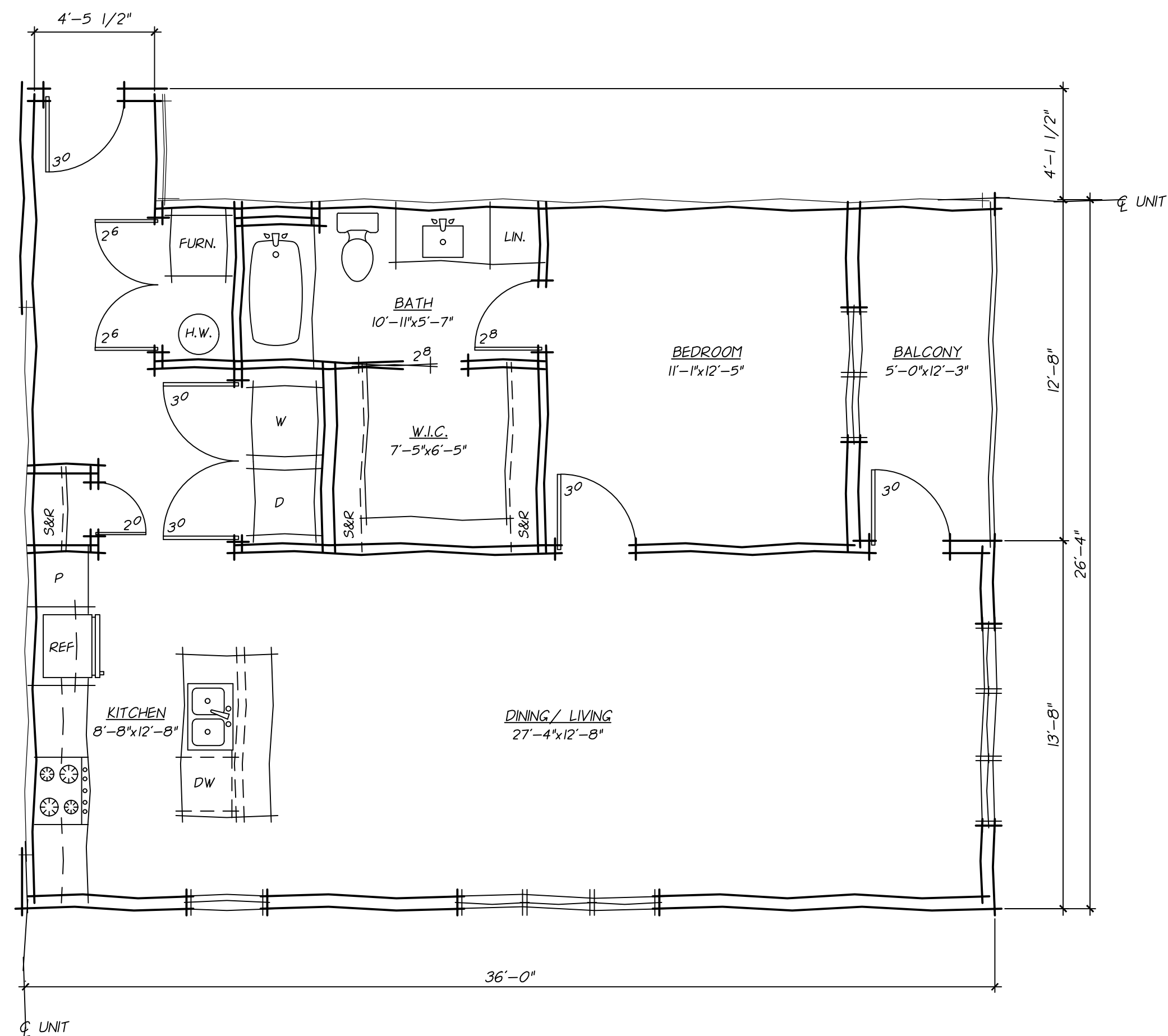
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 Michigan
 49417

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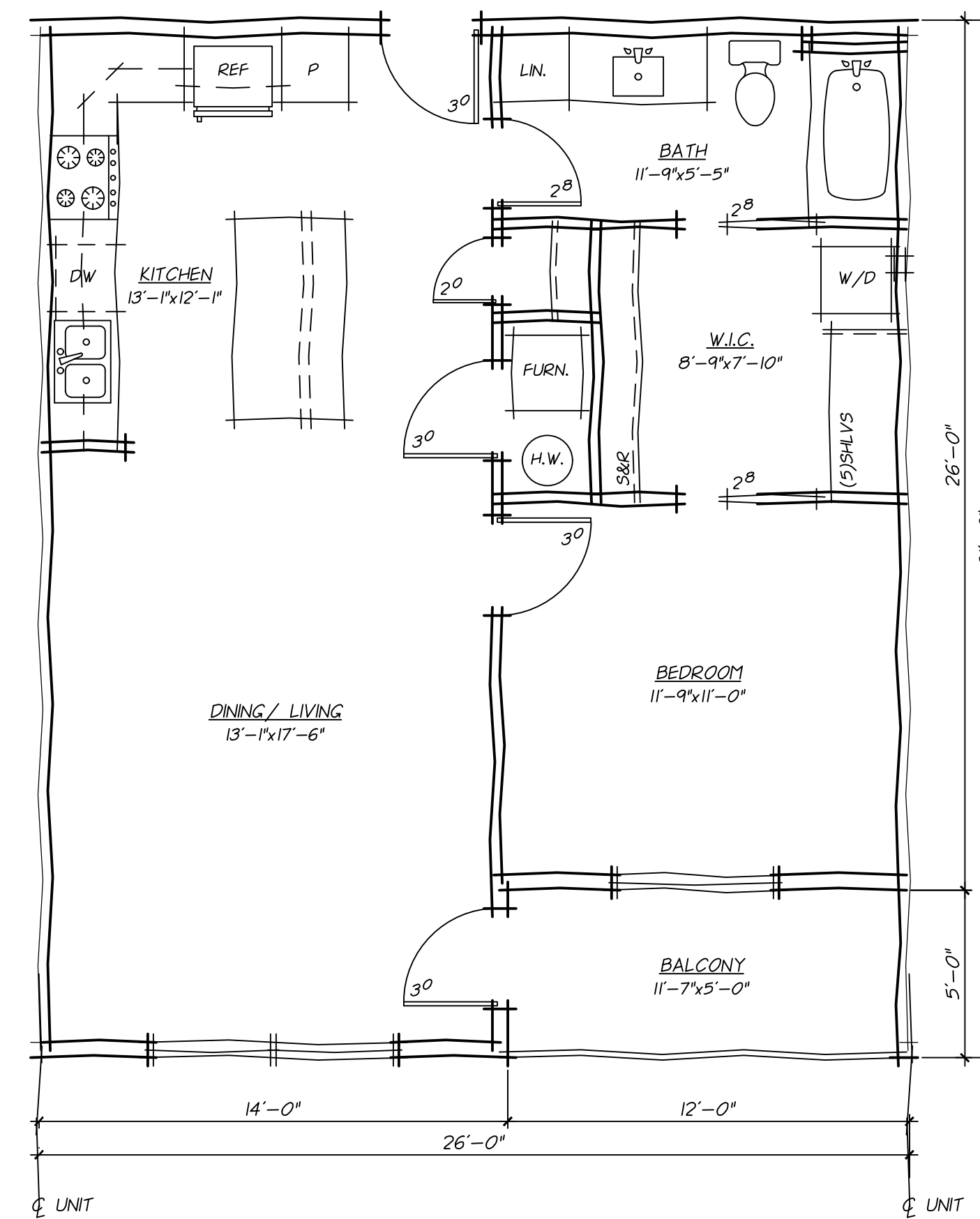
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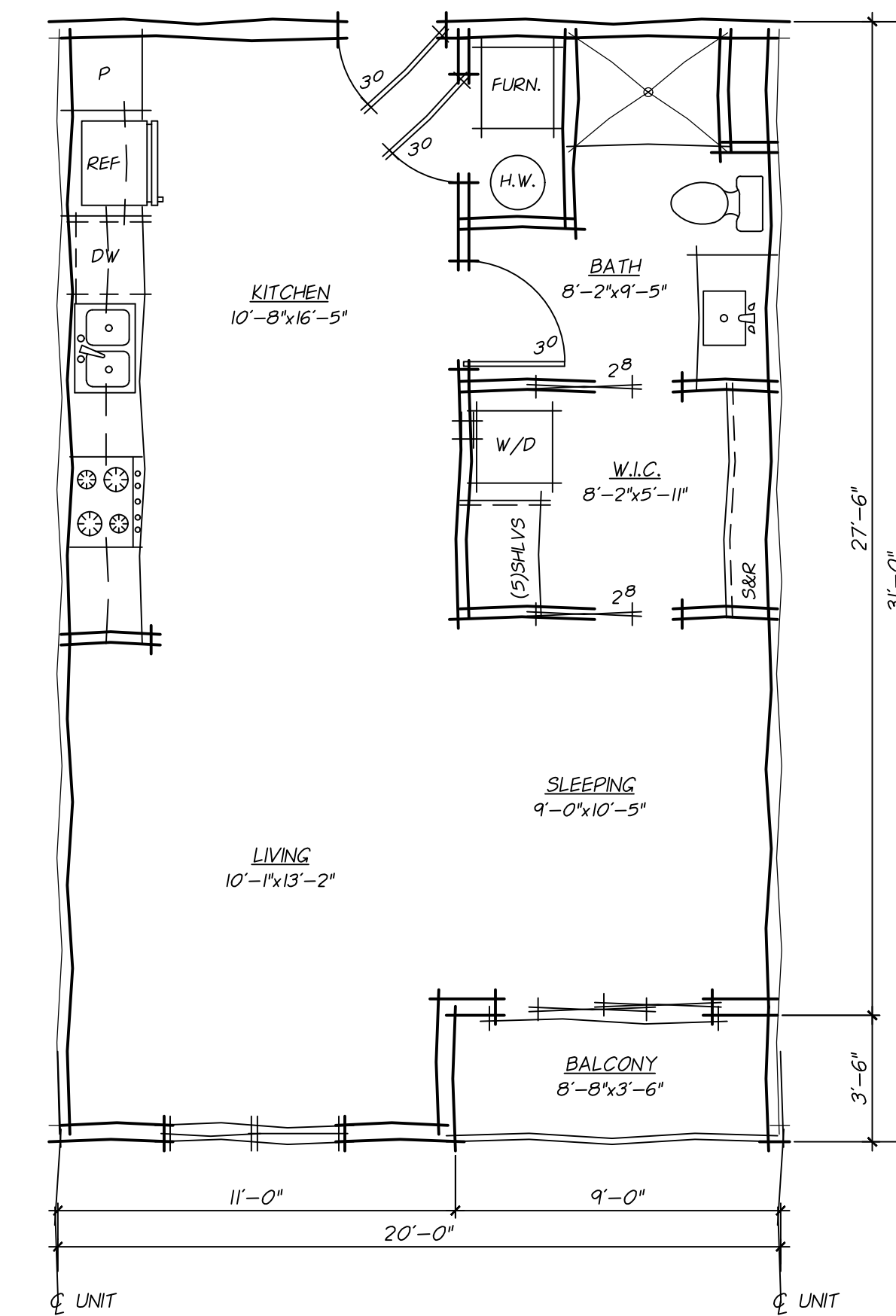
FLOOR PLAN - UNIT 'C' (ALTERNATE)
SCALE: 1/4"=1'-0" 969 S.F.



FLOOR PLAN - UNIT 'C'
SCALE: 1/4"=1'-0" 969 S.F.



FLOOR PLAN - UNIT 'B'
SCALE: 1/4"=1'-0" 806 S.F.



FLOOR PLAN - UNIT 'A'
SCALE: 1/4"=1'-0" 620 S.F.



REAR ELEVATION
SCALE: 3/32"=1'-0"



LEFT SIDE ELEVATION
SCALE: 3/32"=1'-0"



RIGHT SIDE ELEVATION
SCALE: 3/32"=1'-0"



FRONT ELEVATION
SCALE: 3/32"=1'-0"

South 22 Apartments Big 60
Traverse City
Michigan




Revised **8-30-21** date
0821 commission
A2.0 sheet

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49417
ph. 616 846 8990
fax 616 846 8898

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Mark A. Oppenhuizen AIA

 Charter Township of Garfield Planning Department Report No. 2021-116			
Prepared:	September 1, 2021	Pages:	5
Meeting:	September 8, 2021 Planning Commission	Attachments:	<input checked="" type="checkbox"/>
Subject:	BATA/TCHC Transit-Oriented Mixed-Use PUD – Update		
Applicant:	Bay Area Transportation Authority (BATA) – Kelly Dunham, Executive Director		
Owner:	LaFranier Trust Properties, Dixie Roethlisberger		
File No.	PUD 2020-02		
Parcel No.	05-023-042-01 (part) and 05-023-042-30		

SUBJECT SITE:

- Northeast corner of LaFranier Road and Hammond Road
 - The address for 05-023-042-01 is 2051 N. Garfield Road
 - There is no address for 05-023-042-30
- 53.2 acres in area (portion of a 77.1-acre site)
- Currently undeveloped land
- Zoning District – A-Agricultural
- Master Plan – High Density Residential

Aerial image of the subject site (parcel lines highlighted in blue, proposed project site highlighted in red):



BACKGROUND:

On January 13, 2021, the Planning Commission received introduction of a Planned Unit Development (PUD) application from the Bay Area Transportation Authority (BATA) and the Traverse City Housing Commission (TCHC). The application was accepted by the Planning Commission and a public hearing was held on February 10, 2021. Following the public hearing, the applicant provided updated information on the project to the Planning Commission at its regular meetings in March and April. On April 14, 2021, the Planning Commission made a site visit to tour the proposed project location. On May 12, 2021, the Planning Commission approved findings of fact for preliminary approval of the PUD and recommended preliminary approval by the Township Board subject to conditions. On May 25, 2021, the Township Board granted preliminary approval of the PUD subject to conditions.

PURPOSE OF APPLICATION:

The joint application from BATA and TCHC proposes a PUD for a transit-oriented, mixed-use development that includes the following uses and structures:

Use/Structure	Developer
210 multi-family residential units in five 3-story buildings 100 studio units (400 sf) – 48% 70 one-bedroom units (600 sf) – 33% 40 two-bedroom units (800 sf) – 19%	TCHC
15 single-family residential lots	TCHC
<i>Total: 225 residential units</i>	
56,000-square-foot bus storage garage	BATA
16,000-square-foot bus maintenance facility	BATA
12,000-square-foot administration and dispatch building	BATA
<i>Total: 84,000 square feet</i>	
<i>Possible Future Additions: 26,875 square feet</i>	
<i>Total Possible Buildout: 110,875 square feet</i>	
Transfer station with three 300-square-foot shelters	BATA
400-square-foot bathroom facility	BATA
4,000-square-foot childcare center	Not identified
2,940-square-foot café/neighborhood commercial building	Not identified

PROCEDURE:

PUD applications shall be reviewed in a two-step process in accordance with Section 426.B Preliminary Review and Decision and with Section 426.C Final Review and Decision.

On May 25, 2021, the preliminary approval of the PUD granted by the Township Board specified all the conditions that must be satisfied prior to submission of the PUD under Section 426.C. Applications for final review and decision shall not be considered until all conditions have been addressed.

The Director of Planning is required to conduct a completeness review to determine that all conditions of the preliminary decision have been addressed. No application shall be referred to the Planning Commission until this standard has been satisfied. At this time, all the conditions of the preliminary approval **have not** been met. However, it is an opportune time to provide an update to the Planning Commission on the status of the application.

CONDITIONS OF PRELIMINARY APPROVAL:

The following review provides the status of each condition:

1. A phasing plan that includes a private development agreement between the co-applicants, a detailed outline of the representations, obligations, and triggering events

for the conforming and timely development of the property; and a performance guarantee with financial assurance that ensures the development's necessary infrastructure improvements are completed as promised in a timely manner.

An agreement between BATA and TCHC has been provided. Executed on August 12, 2021, the agreement states that should TCHC not receive necessary funding for its portion of the project by the end of 2022, then BATA may reassign the housing portion of the development to another developer. TCHC also has the option to reassign the housing portion of the development. The agreement further states that BATA shall not be responsible to develop the residential phase.

Of particular importance in the Agreement is a Proposed Development Schedule (Exhibit C). This Schedule is predicated upon Township final approval of the PUD. The attached schedule notes that TCHC will apply for funding from MSHDA with a LIHTC application on October 1, 2021. The schedule then indicates that the "First Opportunity to Receive Reservation Letter from MSHDA" would be January 31, 2022. If that reservation letter (essentially a funding commitment by MSHDA) is received or not, BATA intends to start construction of its facility in February or March, 2022.

Of concern with this timeline is the development of the Transit Phase prior to any portion of the Residential Phase. It is important to remember that the primary permitted use on the project site is the Residential Phase. Construction of a transit development without the Residential Phase would circumvent the Zoning Ordinance.

To be eligible for consideration as a PUD, a site must meet one or more of the eligibility criteria including mixed or varied uses, unusual topography or a unique setting, innovation and variety of design, additional amenities, and a substantial public benefit. Also, the Ordinance states that "Approval will not be granted when the planned unit development is determined to be sought primarily to avoid the imposition of standards and requirements of existing zoning classifications rather than to achieve the objectives of this ordinance."

The applicants proposed this development as a transit-oriented, mixed-use development. Through review of this proposal, it was found that the substantial public benefits are realized from providing workforce housing for the community and by locating a bus transfer station near housing in this neighborhood. Several times in the impact assessment within the application, in the statements as to how the application addresses the objectives and review criteria for PUDs, the applicants state: "The proposed transit-oriented PUD is innovative in the collaboration of BATA and the TC Housing Commission, working together to pair workforce housing adjacent to a new hub of public transportation."

This project is seen as one site with different components working together. The combination of workforce housing and the transfer station provide substantial public benefits which achieve the objectives of the ordinance. Other types of housing on the project site would not provide a substantial public benefit based on the need for workforce housing. The workforce housing also helps the efficacy of the bus transfer station, the other substantial public benefit, since there will likely be more transit users in workforce housing than market-rate housing. If the BATA

facility were to be built without the housing, this would be seen as being “sought primarily to avoid the imposition of standards and requirements of existing zoning classifications rather than to achieve the objectives of this ordinance.”

The agreement as presented does not meet the requirements of the Zoning Ordinance. This condition has not been met.

2. *Wetland delineation verification by the Michigan Department of Environment, Great Lakes, and Energy (EGLE).*

Confirmation of the applicant’s wetland consultant has been made by EGLE in a letter dated July 14, 2021. This condition has been met.

3. *Description, including details of any walking paths or public access, and recording of conservation easement for the eastern portion of the project site.*

A declaration of conservation restriction has been provided for the eastern portion of the project site; however, the declaration does not contain a description of the restricted area and the document has not been recorded. This condition has not been met.

4. *Details of the proposed bus wash, including floor plan, location of equipment, and hours of operation.*

Details of the proposed bus wash have been provided; however, hours of operation have not been provided. This condition has not been met.

5. *Response to traffic impact study review and provision of any, if required, improvements.*

Response to the traffic impact study has been provided. While the response is acceptable, road improvements related to the project site may still be required by the Road Commission. This condition has been met.

6. *Finalization of parking program, including the multi-family residential leasing agreement and review of parking conditions prior to issuing a land use permit for Phase II of the multi-family residential development.*

Parking information has been satisfactorily provided. This condition has been met.

7. *For the final review, the applicant shall obtain any necessary reviews or approvals from the Township Engineer, Grand Traverse Metro Fire Department, Grand Traverse County Department of Public Works, Grand Traverse County Road Commission, and Grand Traverse County Soil Erosion and Sedimentation Control.*

Additional reviews are required to be conducted for the proposed project. These reviews include approval of water and sewer infrastructure, stormwater systems, fire access, and driveway locations. To date, no approval letters nor any review documentation have been provided. This condition has not been met.

8. *Cross access connections will be provided to the Village of LaFranier Woods parcel and the Prince of Peace parcel as necessary and/or required.*

A letter and a draft defeasible easement agreement have been provided in anticipation of providing cross access between the project site and the Village of LaFranier Woods PUD and the Prince of Peace Church. The draft defeasible easement agreement will allow the parties (Village of LaFranier Woods and TCHC) to immediately discharge the easement in the event that the TCHC project does not come to fruition. The agreement has not been recorded.

The letter states that both TCHC and the Prince of Peace Church agree upon a mutual easement for access to LaFranier Road. Such agreement is expected when TCHC acquires the subject parcel. The agreement for mutual access and associated maintenance will need to be submitted for Township review prior to recording by the applicant. This condition has not been met.

As required by Section 426.C, Staff recommends that applicant submit the incomplete items prior to action by the Planning Commission.

Attachments:

1. Letter with attachments submitted by Mansfield Land Use Consultants dated August 25, 2021 including 11” X 17” site plan set

August 25, 2021

Mr. John Sych, Director of Planning
Charter Township of Garfield
3848 Veterans Drive
Traverse City, MI 49684

Re: Application for FINAL Planned Unit Development
BATA/TCH – Transit-Oriented Mixed-Use Development
File # PUD 2020-02

Dear John,

Attached is a list of documentation required for Final PUD review.
The information listed below will be incorporated into the PUD binders including all current and relevant information from the Preliminary PUD review process and as listed per the table of contents attached.

Final PUD approval requires the following:

Provide a submittal having addressed all conditions imposed as part of the Preliminary PUD approval. Preliminary PUD approval granted at the May 25, 2021 Township Board meeting.

MOTION THAT Application PUD 2020-02, submitted by the Bay Area Transportation Authority and the Traverse City Housing Commission for a transit-oriented, mixed-use Planned Unit Development, receive PRELIMINARY APPROVAL, subject to the following conditions:

- a. A phasing plan that includes a private development agreement between the co-applicants, a detailed outline of the representations, obligations, and triggering events for the conforming and timely development of the property; and a performance guarantee with financial assurance that ensures the development's necessary infrastructure improvements are completed as promised in a timely manner.
 - See attached Joint Development Agreement dated August 12th, 2021.
- b. Wetland delineation verification by the Michigan Department of Environment, Great Lakes, and Energy (EGLE).
 - See attached EGLE Wetland Identification Report dated July 14th, 2021.
On June 22 representatives from EGLE, Voice Environmental and Mansfield Land Use Consultants walked the wetland boundary resulting in the attached letter verifying the wetland delineation as provided on the proposed development plans.
- c. Description, including details of any walking paths or public access, and recording of conservation easement for the eastern portion of the project site.
 - See attached Declaration of Conservation Restriction.
- d. Details of the proposed bus wash, including floor plan, location of equipment, and hours of operation.

- See attached information provided by Progressive Architects dated April 21st, 2021.
- e. Response to traffic impact study review and provision of any, if required, improvements.
 - See attached information provided by Progressive Architects dated May 5th, 2021.
- f. Finalization of parking program, including the multi-family residential leasing agreement and review of parking conditions prior to issuing a land use permit for Phase II of the multi-family residential development.
 - See attached Carriage Flats 2021 Lease Agreement dated July 30th, 2021.
- g. For the final review, the applicant shall obtain any necessary reviews or approvals from the Township Engineer, Grand Traverse Metro Fire Department, Grand Traverse County Department of Public Works, Grand Traverse County Road Commission, and Grand Traverse County Soil Erosion and Sedimentation Control.
 - See attached Civil Plans provided by Mansfield Land Use Consultants dated revision08 August 25th, 2021.

The plans include final grading, drainage, utility engineering and have been submitted to individual regulatory agencies for the various permit reviews. Mansfield is pursuing the following reviews/permits concurrently:

 - Township Engineer expected timeline
 - Metro Fire -expected timeline
 - DPW -expected timeline
 - Road Commission
 - SESC -expected timeline
- h. Cross access connections will be provided to the Village of LaFranier Woods parcel and the Prince of Peace parcel as necessary and/or required.
 - See attached Cross Access agreement dated August 12th, 2021.

Table of Contents

Final PUD Application

A. Basic Information

- Project Team
- Letter of Agency
- Proof of Ownership Interest
- Parcel Description Map
- Street Map
- Air Photo
- Garfield Township Zoning Map
- Garfield Township Master Plan Map

B. Written Impact Assessment Requirements

- BATA Mission Vision Values
- BATA New Headquarters Facility
- Regulations Summary
- Section 423 Special Use Permit
- Section 426 Planned Unit Development, Eligibility
- Section 426 Planned Unit Development, Approval Criteria

Submittal Drawings and Documents

- Architectural Elevations and Floor Plans (*Progressive*)
- Civil Site Plan Set, including landscape plan (*Mansfield*)
- Sign Plan (*Progressive*)
- Photometric Plan (*Progressive*)
- Wetland Delineation and Report (*Voice Environmental*)
- Traffic Analysis (*Progressive*)
- Fuel Station Information (*Progressive*)
- Renderings of Future Phases (*Gibbs*)

Regulatory Agency Reviews (*pending*)

- Grand Traverse County Road Commission
- Grand Traverse County Soil Erosion and Sedimentation Control
- Grand Traverse County Department of Public Works
- Charter Township of Garfield Storm Water Management
- Grand Traverse County Metro Fire Department

a. Joint Development Agreement

JOINT DEVELOPMENT AGREEMENT

This JOINT DEVELOPMENT AGREEMENT (this “Agreement”) is entered into effective as of August 12, 2021 (the “Effective Date”), by and between the Bay Area Transportation Authority (“BATA”) and the Traverse City Housing Commission (“TCHC”), which are joining this Agreement for the purpose of agreeing to certain obligations and covenants applicable thereto as further described below. BATA and TCHC are each referred to in this Agreement, individually and without distinction, as a “Party”, and collectively as the “Parties”.

RECITALS:

A. The Parties have entered into that certain Buy and Sell Agreement for Vacant Land (the “Purchase Agreement”), dated [September 30, 2020]¹, whereby the Parties agreed to [jointly] purchase approximately 53.2 acres of property divided between two parcels located at the northeast corner of LaFranier Road and Hammond Road situated in Garfield Township, Grand Traverse County, Michigan, more specifically described on Exhibit A hereto (the “Development Property”).

B. The Parties desire to develop a transit-oriented, mixed use Planned Unit Development (“PUD” or the “Development”) on the Development Property highlighted by transit and residential uses. Specifically, and subject to the conditions described in this Agreement among other obligations the Parties may have, BATA shall be responsible for the purchase and development of the transit phase of development (the “Transit Phase”), wherein BATA shall develop approximately 22.1 acres of the Development Property for transit-oriented uses including the development of those uses and structures identified on Exhibit B where BATA is identified as the developer. Similarly, TCHC shall be responsible for the purchase and development of the residential phase of the development (the “Residential Phase”), wherein TCHC or an affiliated development partner shall develop approximately 31.1 acres of the Development Property for mixed-use and residential purposes including the development of those uses and structures identified on Exhibit B where TCHC or an affiliated development partner is identified as the developer.

C. The Parties intend to complete the Development over the course of approximately four years. Phase 1 of the Development (“Phase 1”) shall, to the extent practically achievable, approximately follow the Phase 1 proposed development schedule (the “Phase 1 Schedule”) set forth on Exhibit C hereto.

D. On January 13, 2021, the Parties introduced the PUD application (PUD 2020-02) (the “Application”) to the Garfield Township (the “Township”) Planning Commission (the “Planning Commission”). The Planning Commission accepted the Application and held a public hearing on February 10, 2021. Following the public hearing, the Parties provided updated information on the Development to the Planning Commission at the Commission’s regular meetings in March and April of 2021. On May 12, 2021, the Planning Commission approved findings of fact for preliminary approval of the PUD and recommended preliminary approval by

¹ The BSA on file is undated. Please confirm the date of execution.

the Township's Board, subject to certain conditions described in that certain Township Board Meeting Agenda (the "Preliminary Approval"), dated May 25, 2021, and attached hereto as Exhibit D. The Township Board granted preliminary approval on May 25, 2021.

E. Among the Parties' various obligations set forth in the Preliminary Approval, the Township Board conditioned its final approval of the PUD on the Parties' execution and submission of this Agreement setting forth the Parties' obligations with respect to the Development, including, but not limited to, the rights and obligations with respect to the funding and construction of the Residential Phase of the Development. The funding for the Residential Phase of the Development shall originate, in part, from the U.S. Department of Treasury and is administered by the Michigan State Housing Development Authority ("MSHDA") and contemplates the availability of low-income housing tax credits under the Tax Reform Act of 1986 and Section 42 of the Internal Revenue Code ("LIHTC") for the Residential Phase. TCHC's ability to develop the Residential Phase as affordable income based housing may be contingent on TCHC's receipt of LIHTC for the Residential Phase. MSHDA does not open its application round for LIHTC until October 1, 2021. Due to the later availability of funding for the Residential Phase, the Transit Phase shall begin prior to the Residential Phase of the Development.

F. The Parties agree that, in the event TCHC does not receive the necessary funding commitments, including LIHTC, to sufficiently fulfill its rights to develop Phase 1 of the Residential Phase on or prior to December 31, 2022, TCHC shall have the right to assign all of its rights, title and interests in the PUD and the Residential Phase of the Development Property to a successor developer or development partner, which shall accept such assignment and assume all of TCHC's duties and obligations under this Agreement.

G. The Parties desire to enter into this Agreement to confirm the terms, conditions, and requirements of their obligations related to the Preliminary Approval and contemplated final approval of the PUD.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, and in consideration of the promises, covenants, and agreements contained herein and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I INCORPORATION OF RECITALS; ATTACHMENTS; INTERPRETATION

Section 1.01 Incorporation of Recitals. The foregoing Recitals are hereby incorporated as material terms of this Agreement.

Section 1.02 Attachments. The exhibits and schedules described herein shall be deemed to be a material part of this Agreement and are incorporated herein.

Section 1.03 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references

herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof/without regard to subsequent amendments, supplements, and modifications thereto; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. All references to "\$" or "dollars" mean the lawful currency of the United States of America. Whenever the masculine is used in this Agreement, the same shall include the feminine and whenever the feminine is used herein, the same shall include the masculine, where appropriate. Whenever the singular is used in this Agreement, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate.

ARTICLE II THE DEVELOPMENT GENERALLY

Section 2.01 Purpose; Relationship of the Parties; No Partnership. The purpose of this Agreement is to set forth the terms and conditions for the completion of the Development on the Development Property and in compliance with the PUD Approval. The Parties are not forming any joint venture or partnership, nor are they making any agreement to undertake any other project, activity, or business other than to plan, develop, finance, construct, complete and provide for the future operation of the Development in accordance with the terms of this Agreement. The Development shall not constitute a separate enterprise or unincorporated entity for accounting, income tax, or other purposes. The Parties do not intend to share profits and losses, and each Party shall maintain control over its own assets and resources.

Section 2.02 Name. The name of the Development for the purpose of this Agreement shall be the "BATA HQ Transit-Oriented Development PUD" or such other name as the Parties may agree to from time to time.

Section 2.03 Development Description; Components. The Development Property shall be divided into the Transit Phase and the Residential Phase and in accordance with that certain PUD Submittal, dated July 13, 2020, attached to the Preliminary Approval (the "PUD Submittal"). The Residential Phase may be developed in several sub-phases with one or more development partners, each a "Sub-phase" or collectively the "Residential Phase".

Section 2.04 Implementation Time Frame. The Parties shall provide regular status updates on the development timeline, which shall include updates to the Phase 1 Schedule and perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to advance the purposes of this Agreement.

Section 2.05 Mutual Cooperation. The Parties agree that the purpose of this Agreement is to ensure compliance with the Preliminary Approval and orderly planning and development of the Development. The Parties and their respective subsidiaries, affiliates, subcontractors and

consultants providing or receiving services under this Agreement must cooperate with each other in connection with the performance of the activities under this Agreement, except that the cooperation must not unreasonably disrupt the normal operations of the parties and their respective subsidiaries and affiliates.

ARTICLE III TCHC FUNDING

Section 3.01 TCHC's Financing of Development Property. TCHC shall have thirty (30) days from the execution of this Agreement (the "Land Financing Contingency Period") to secure financing commitments (the "Land Financing Commitment"), whether by way of debt financing, equity investment, or otherwise, on terms acceptable to TCHC in its sole and absolute discretion, to enable TCHC to purchase TCHC's 31 acres of the Development Property and provide BATA with written evidence of said financing. If TCHC does not receive the Land Financing Commitment before the expiration of Land Financing Contingency Period, then BATA shall have the right to immediately terminate this Agreement and the Joint Development Cost Sharing Agreement. If BATA elects to terminate this Agreement and the Joint Development Cost Sharing Agreement pursuant to this Section 3.01, the Parties shall have no further liability hereunder (except with respect to those obligations hereunder which survive the termination of this Agreement).

Section 3.02 TCHC's Funding Condition. TCHC shall have until 11:59 P.M. Eastern Standard Time on December 31, 2022 (the "Financing Contingency Period") to secure financing commitments for the first Sub-phase of the Residential Phase, including TCHC's receipt of LIHTC, which shall be sufficient, in TCHC's sole discretion, to enable TCHC to complete the first Sub-phase of the Residential Phase of the Development (collectively, the "Residential Phase Financing"). Prior to the end of the Financing Contingency Period, TCHC shall submit written evidence of its receipt of Residential Phase Financing to the Township ("Financing Contingency Notice") and any other parties for whom notice may be required.

Section 3.03 TCHC's Rights to Assign. In the event TCHC does not timely deliver a Financing Contingency Notice to the Township prior to the expiration of the Financing Contingency Period, or if TCHC has not received the first Sub-phase of the Residential Phase financing prior to the expiration of the Financing Contingency Period, the Parties hereby agree, subject to the terms and conditions of this Article III, that, after the expiration of the Financing Contingency Period, TCHC may execute an assignment of all of the Residential Phase of the Development by delivering to BATA a written notice (the "Transition and Assignment Notice") assigning TCHC's right, title and interest in the Residential Phase, including the portion of the Development Property attributable to the Residential Phase, to a development partner or development assignee ("Development Assignee"). The Transition and Assignment Notice shall become effective on the day it is executed by TCHC (the "Residential Phase Transition Date"), upon which all of TCHC's rights and obligations under this Agreement shall be released, except a otherwise assigned to the Development Assignee. TCHC will execute any and all necessary deeds, assignments and transfer instruments necessary to transfer and assign TCHC's rights and interests in the Residential Phase property.

Section 3.04 Assignment. It is understood that TCHC will develop the Residential Phase in Sub-phases with one or more Development Partners. Prior to delivering the Transfer and Assignment Notice, TCHC shall have the right to assign to TCHC's Development Partner all or any part of TCHC's rights and obligations under this Agreement and to the Development Property.

Section 3.05 Cooperation. Each Party shall take all actions as may be reasonably necessary to consummate the assignment contemplated by this Article III, including, without limitation, entering into agreements and delivering certificates and instruments and consents as may be deemed necessary or appropriate.

Section 3.06 Development Assignee's Obligation to Develop the Residential Phase. If TCHC transfers and assigns the Residential Phase property to a Development Assignee pursuant to the Transition and Assignment Notice, the Development Assignee shall use commercially reasonable efforts to initiate development of the Residential Phase prior to June 30, 2023.

Section 3.07 Assignment Does Not Effect Transit Phase. If TCHC is unable to secure financing commitments within the Financing Contingency Period and provide a Financing Contingency Notice pursuant to Section 3.01 or is unable to execute an assignment of all of the Residential Phase of the Development to a Development Assignee that will initiate development of the Residential Phase prior to June 30, 2023, it will not in any way effect BATA's development of the Transit Phase on the Development Property, including but not limited to, BATA's ability to get a Certificate of Occupancy for the Transit Phase.

Section 3.08 BATA Shall Not Be Responsible to Develop the Residential Phase. Notwithstanding anything to the contrary expressed or implied herein, BATA shall not be, and is not responsible to meet any TCHC obligations to the Township for the Residential Phase pursuant to the preliminary approval and contemplated final approval of the PUD.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

Section 4.01 Mutual Representations and Warranties. Each Party represents and warrants to the other party that:

- (a) (i) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder, and (ii) the execution of this Agreement by a representative whose signature is set forth at the end hereof has been duly authorized by all necessary action of the Party;
- (b) when executed and delivered by the Party, this Agreement shall constitute the legal, valid, and binding obligation of that Party, enforceable against that Party in accordance with its terms; and
- (c) it is under no obligation to any third party that would interfere with its representations, warranties, or obligations under this Agreement.

Section 4.02 No Other Representations or Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS JOINT DEVELOPMENT AGREEMENT, NEITHER PARTY HAS MADE OR MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, UNDER THIS AGREEMENT

ARTICLE V INSURANCE

During the Term and for a period of two years after the Term, each Party shall, at its sole cost and expense, obtain and maintain commercial general liability insurance in commercially reasonable amounts that provide all liability coverage, including, but not limited to, personal injury, physical injury, or property damage arising out of the Development and contractual liability coverage for its obligations under this Agreement in the minimum amount of Two Million Dollars per occurrence and Five Million Dollars in the aggregate. Each Party shall have the other Party named as an additional insured on the insurance. On request by the other Party, each Party shall provide the other Party with written evidence of the insurance. Additionally, each Party shall provide the other Party with written notice at least 30 business days prior to the Party's cancelling, not renewing, or materially changing the insurance.

ARTICLE VI TERM; TERMINATION

Section 6.01 Term. The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of (a) the date that Phase 1 is complete, in the reasonable judgment of both Parties; (b) December 31, 2025, or (c) the Residential Phase Transition Date (the "Term").

Section 6.02 Termination for Cause.

(a) Either party may terminate this Agreement if the other party materially breaches this Agreement and (if such breach is curable) fails to cure such breach within 60 days after being notified in writing to do so; provided, however, such 60 day period shall be extended an additional 30 days if the breaching party has begun good faith efforts to remedy such breach within the initial 30 day period and provides a written explanation to the non-breaching party of the reasons for the breach, actions it is taking to remedy the breach, and why it believes it can remedy the breach within the additional 30 day period.

(b) Either party may terminate this Agreement if the other party (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of

competent jurisdiction to take charge of or sell any material portion of its property or business;

(c) Either party may terminate this Agreement if the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.

The non-breaching party shall provide written notice of its termination of this Agreement to the breaching party and termination shall be effective as of the effective date of the notice in accordance with the terms of Section 8.04, provided, however, that the non-breaching party may elect to continue developing the Development by notifying the breaching party of this election.

Section 6.03 Termination Upon Residential Phase Transition.

(a) In the event TCHC delivers a Transition and Assignment Notice to BATA in accordance with Article III, TCHC shall use commercially reasonable efforts to promptly transfer all of its responsibilities hereunder (to the extent applicable) to the Development Assignee ("Transition Assistance"), provided that, except as provided elsewhere in this Agreement, TCHC has no obligation to:

(i) perform any development activities on or after the effective date of the Transition and Assignment Notice, or

(ii) incur any expenses in connection with this Agreement on or after the end of the Transition Period (defined below), except for its internal costs in transferring its development activities to the Assuming Party.

(b) Except as otherwise agreed to in writing by the Parties or as provided in this Section 6.03, the Parties shall:

(i) complete its Transition Assistance as soon as practicable and, in any event, no later than six months after the effective date of the Transition and Assignment Notice ("Transition Period"); and

(ii) to the extent permitted by any relevant third-party agreements, use commercially reasonable efforts to assign its rights or grant sufficient rights under all third-party agreements to the extent that the agreements relate predominantly to the Development and, upon such assignment, the receiving party shall assume all rights and obligations under such agreements.

Section 6.04 Effect of Termination. Except as provided in this Agreement, expiration or termination of this Agreement shall not relieve the parties of any obligations accruing prior to the effective date of expiration or termination. Any expiration or termination of this Agreement shall not preclude either Party from pursuing all rights and remedies it may have hereunder at law or in equity with respect to any breach of this Agreement nor prejudice either Party's right to obtain performance of any obligation.

ARTICLE VII DISPUTE RESOLUTION

Section 7.01 Dispute Resolution Objective. It is the Parties' objective to establish procedures to facilitate the resolution of all disputes in an expedient manner by mutual cooperation before resorting to litigation. Unless otherwise expressly provided in this Agreement, all disputes will be subject to this Article VII. Either Party may initiate the dispute resolution procedure of this Article VII by giving the other Party written notice in accordance with the terms of Section 8.04 of any dispute ("Notice of Dispute").

Section 7.02 Negotiation and Mediation. The parties shall attempt in good faith to initially resolve any Dispute promptly by negotiation between the Parties' Executive Directors and senior staff ("Executives"). Within 15 days of a Notice of Dispute provided to a Party in accordance with Section 8.04, each Party's Executives shall meet in person, or by teleconference, at a mutually agreeable time and place, and thereafter as often as they reasonably deem necessary, to attempt in good faith to resolve the dispute. If the dispute is not resolved within 30 days following the Notice of Dispute, the parties shall initiate mediation proceedings by mutually selecting a trained facilitative mediator. Mediation shall proceed under rules and procedures established by the mediator, with the mediation being completed within 90 days of the Notice of Dispute. All negotiations pursuant to this Section 7.02 are confidential and are deemed compromise and settlement negotiations for the purposes of applicable rules of evidence. The Parties will share equally the costs of any such mediation.

Section 7.03 Litigation. In the event the Parties are unable to resolve any dispute by negotiations or mediation as set forth in Section 7.02 within 120 days following the Notice of Dispute, the Parties may initiate litigation in accordance with the terms of this Agreement.

ARTICLE VIII GENERAL PROVISIONS

Section 8.01 Force Majeure. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by:

- (a) acts of God;
- (b) flood, fire, or explosion;
- (c) war, terrorism, invasion, riot, or other civil unrest;
- (d) embargoes or blockades in effect on or after the date of this Agreement;
- (e) national or regional emergency;
- (f) strikes, labor stoppages or slowdowns, or other industrial disturbances;

(g) any passage of law or governmental order, rule, regulation, or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition; or

(h) national or regional shortage of adequate power or telecommunications or transportation facilities.

(each of the foregoing, a “Force Majeure”), in each case, provided that (i) such event is outside the reasonable control of the affected Party; (ii) the affected Party provides prompt notice to the other Party, stating the period of time the occurrence is expected to continue; and (iii) the affected Party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure event. A Party may terminate this Agreement if a Force Majeure event affecting the other party continues substantially uninterrupted for a period of 90 days or more. Unless the Party terminates this Agreement pursuant to the preceding sentence, all timelines in the Phase 1 Schedule shall automatically be extended for a period up to the duration of the Force Majeure event.

Section 8.02 Further Assurances. Each Party shall, upon the reasonable request, and at the sole cost and expense, of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

Section 8.03 No Public Statements or Use of Trademarks. Neither Party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or, unless expressly permitted under this Agreement, otherwise use the other Party’s trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other Party.

Section 8.04 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given in accordance with this Section:

If to BATA:

Kelly Dunham
Executive Director
Bay Area Transportation Authority
3233 Cass Road
Traverse City Michigan, 49684
Email: dunhamk@bata.net

With a copy to:

Foster, Swift, Collins & Smith, P.C.
313 S. Washington Square
Lansing, MI 48933
Attn: Mark T. Koerner
Email: mkoerner@fosterswift.com

If to TCHC:

Tony Lentych
Traverse City Housing Commission

150 Pine Street
Traverse City, MI 49684
Email: tlentych@tchousing.org

With a copy to:

Kuhn Rogers PLC
412 S. Union St.
Traverse City, MI 49684
Attn: Joseph E. Quandt,
Email: jequandt@krlawtc.com

Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Section 8.05 Privileged Communications. It is expected that, in furtherance of this Agreement, the Parties will, from time to time, disclose to one another privileged communications with counsel, including opinions, memoranda, letters, and other written, electronic, and verbal communications. Such disclosures are made with the understanding that they shall remain confidential and that they are made in connection with the shared community of legal interests existing between the Parties.

Section 8.06 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 8.07 Entire Agreement. This Agreement, together with all schedules, exhibits, and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

Section 8.08 Assignment. Except in the case of TCHC's assignment of its rights hereunder in accordance with Article III, (in which BATA's consent is not required), neither Party shall assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other Party's prior written consent, which consent may be given or withheld in that party's sole discretion. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

Section 8.09 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

Section 8.10 Amendment; Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. No

waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 8.11 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 8.12 Governing Law; Submission to Jurisdiction.

(a) This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Michigan.

(b) Any dispute for which a Party is permitted to bring a court proceeding shall be instituted in the federal courts of the United States or the courts of the State of Michigan in each case located in the County of Grand Traverse, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

Section 8.13 Waiver of Jury Trial. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury for any court proceeding arising out of or relating to this Agreement or the transactions contemplated hereby for which a Party may bring such a court proceeding.

Section 8.14 Attorneys' Fees. In any dispute for which a party is permitted to bring a court proceeding, the prevailing party shall be entitled to recover its actual attorneys' fees and court costs from the non-prevailing party.

Section 8.15 Time Is of the Essence. The Parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of notice, the delivery of documents or the funding of money) under this Agreement, prior to the expiration of, by no later than or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 5:00 p.m. Eastern Time on such date. However, notwithstanding anything

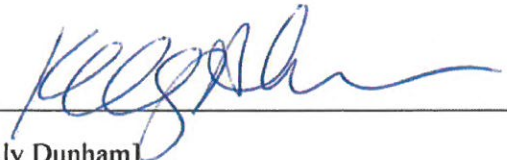
to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than, or on a particular date that is not a business day, then such date shall be extended until the immediately following business day.

Section 8.16 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission (to which a PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

Bay Area Transportation Authority

By: 

[Kelly Dunham]

Its: [Executive Director]

Traverse City Housing Commission

By: 

[Tony Lentych]

Its: [Executive Director]

EXHIBIT A
DEVELOPMENT PROPERTY DESCRIPTION

See attached.

EXHIBIT B

DEVELOPMENT USES AND STRUCTURES

Use/Structure	Developer
Approximately 210 multi-family residential units in five 3-story buildings	TCHC
15 single-family residential lots	TCHC
<i>Total: 225 residential units</i>	
56,000-square-foot bus storage garage	BATA
16,000-square-foot bus maintenance facility	BATA
12,000-square-foot administration and dispatch building	BATA
<i>Total: 84,000 square feet</i> <i>Possible Future Additions: 26,875 square feet</i> <i>Total Possible Buildout: 110,875 square feet</i>	
Transfer station with three-foot bathroom facility	BATA
400-square foot bathroom facility	BATA
4,000-square foot childcare center	TCHC
2,940-square-foot cafe /neighborhood commercial building	TCHC

EXHIBIT C

PHASE I PROPOSED DEVELOPMENT SCHEDULE

September 2021	PUD Approval
September 30, 2021	BATA and TCHC acquire Property, and place deed restrictions
October 1, 2021	TCHC submits two 9% LIHTC Applications to MHSDA
January 31, 2022	First Opportunity to Receive Reservation Letter from MSHDA
February/March 2022	BATA shovels in the ground
April 1, 2022	TCHC resubmits 9% LIHTC Application to MHSDA, if needed
May 1, 2022	TCHC Executes Agreement with Habitat for Humanity Grand Traverse for Single Family Housing Component
June 30, 2022	Second Opportunity to Receive Reservation Letter from MSHDA
Summer/Fall 2022	TCHC Applies for Bond Financing
October 1, 2022	TCHC resubmits 9% LIHTC Application to MHSDA, if needed
December 30, 2022	Third Opportunity to Receive Reservation Letter from MSHDA
December 31, 2022	TCHC confirms financial assurances necessary to proceed
January 1, 2023— December 31, 2023	TCHC assigns to Development Assignee and Development Assignee initiates development activities to fulfill PUD requirements
March/April 2023	BATA request for Certificate of Occupancy
December 2024—June 2025	TCHC request for Certificate of Occupancy for 1st Building

EXHIBIT D

PRELIMINARY APPROVAL

See attached

b. EGLE Wetland Identification Report



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
LANSING



LIESL EICHLER CLARK
DIRECTOR

July 14, 2021

VIA E-MAIL

Bay Area Transportation Authority, Attn: Kelly Dunham
3233 Cass Road
Traverse City, Michigan 49684

Dear Kelly Dunham:

SUBJECT: Wetland Identification Report
Wetland Identification Site Name:
28-Lafranier Road and W Hammond Road NE-Garfield Township
MiWaters Submission Number: HP8-B2ER-7PG7N

The Department of Environment, Great Lakes, and Energy (EGLE) conducted a Level 3 Wetland Identification Review of approximately 30 acres on property (Property Tax Identification Number(s) 05-023-042-30 and 05-023-042-01) located in Town 27N, Range 11W, Section 23, Garfield Township, Grand Traverse County on June 22, 2021. The wetland identification was conducted in accordance with Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), and Rule 4 (1), Wetland Identification and Assessment (R 281.924), of the Administrative Rules for Part 303. This is a report of our findings in response to your Wetland Identification Program (WIP) application.

Based on our on-site investigation which included a review of plants, hydrology, and soils, EGLE confirms the wetland boundary lines as flagged by your consultant. Staff from EGLE also reviewed other pertinent information such as aerial imagery, soils survey data, topographic mapping data, and surface hydrology data. All wetland areas showed evidence of sustained surface (or near-surface) hydrology occurring during the growing season and were associated with hydrophytic plant species and hydric soil.

The site map (Figure 2) of the WIP review area was created by combining information from your consultant and EGLE. The new map identifies areas containing regulated wetland and non-wetland (upland).

The wetland on site (i.e., Wetland A) is regulated by EGLE because of wetland size and/or proximity to a pond, lake, or stream/drain. For the approximately 4.88 acres total (on site) identified as regulated wetland on the site map, please be advised that any of the following activities require a permit under Part 303:

- a) Deposit or permit the placing of fill material in a regulated wetland.
- b) Dredge, remove, or permit the removal of soil or minerals from regulated wetland.
- c) Construct, operate, or maintain any use or development in a regulated wetland.
- d) Drain surface water from a regulated wetland.

For those areas identified as non-wetland (upland) on the site map (Figure 2), EGLE lacks jurisdiction under Part 303 for activities occurring in those areas.

This Wetland Identification Report is limited to findings pursuant to Part 303 and does not constitute a determination of jurisdiction under other EGLE administered programs. Any land use activities undertaken within the review area may be subject to regulation pursuant to the NREPA under Part 91, Soil Erosion and Sedimentation Control.

Please be aware that this wetland identification report does not constitute a determination of the jurisdiction under local ordinances or federal law. The U.S. Army Corps of Engineers (USACE) retains regulatory authority over certain wetlands pursuant to Section 404 of the Clean Water Act (CWA), and specifically those wetlands associated with traditionally navigable waters of the state. Navigable waters are generally the Great Lakes, their connecting waters, and river systems and lakes connected to these waters. In other areas of the state, EGLE is responsible for identification of wetland boundaries for purposes of compliance with the CWA under an agreement with the U.S. Environmental Protection Agency. Your review area is unlikely to be within those areas also regulated by the USACE. Additional information may be obtained by contacting the USACE at 313-226-2218.

You may request EGLE reassess the wetland boundaries and regulatory status of wetlands within any portion of the review area, should you disagree with the findings, within 60 days of the date of this report. A written request to reassess the Wetland Identification review area must be accompanied by supporting evidence with regard to wetland vegetation, soils or hydrology different from, or in addition to, the information relied upon by EGLE staff in preparing this report. The request should be submitted to:

Wetland Identification Program
Department of Environment, Great Lakes, and Energy
Water Resources Division
P.O. Box 30458
Lansing, Michigan 48909-7958

Please use the EGLE MiWaters submission number assigned to this project if submitting a permit application or otherwise corresponding with our office.

The findings contained in this report do not convey, provide, or otherwise imply approval of any governing act, ordinance, or regulation, nor does it waive the obligation to

Bay Area Transportation Authority
Page 3
July 14, 2021

acquire any applicable federal, state, county, or local approvals. This Wetland Identification Report is not a permit for any activity that requires a permit from EGLE.

The findings contained in this report are binding on EGLE until July 14, 2024, a period of three years from the date of this Wetland Identification Report unless a reassessment has been conducted. Please contact me at 517-243-5002; GyekisK@michigan.gov; or EGLE, P.O. Box 30458, Lansing, Michigan 48909-7958, if you have any questions regarding this report.

Sincerely,



Keto Gyekis
Wetland Identification Program Coordinator
Water Resources Division

Enclosures

cc: Grand Traverse County Soil Erosion Enforcement Agent (CEA) (via e-mail)
Grand Traverse County Health Department (via e-mail)
Garfield Township Clerk (via e-mail)
Ms. Dixie Roethlisberger, LaFranier Trust Properties
Mr. Steven Voice, Voice Environmental Group LLC (via e-mail)
Mr. Joe Haas, EGLE (via e-mail)
Mr. Neil Schock, EGLE (via e-mail)



Figure 1.
EGLE Wetland Identification Location
Lafranier Rd and W Hammond Rd
Garfield Township
HP8-B2ER-7PG7N



Grand Traverse County



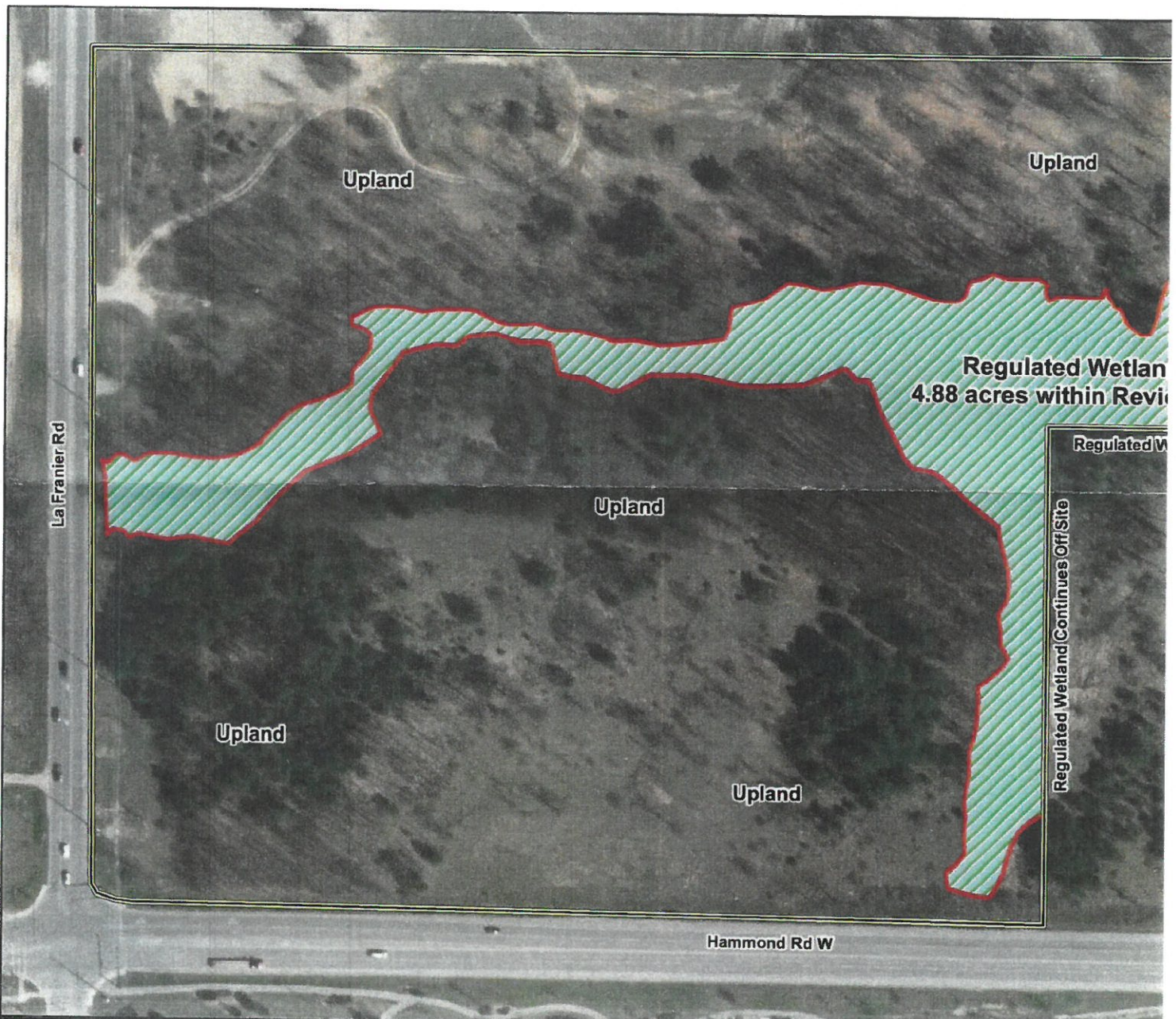
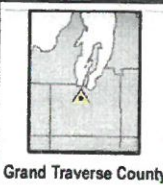
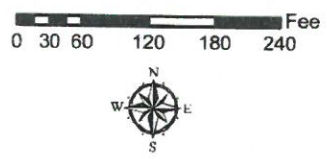


Figure 2.
EGLE Wetland Identification Detail
Lafranier Rd and W Hammond Rd
Garfield Township
HP8-B2ER-7PG7N



-  EGLE Regulated Wetland
-  EGLE WIP Review Area



c. Declaration of Conservation Restriction

DECLARATION OF CONSERVATION RESTRICTION

This Declaration of Conservation Restriction is created this ____ day of _____, 2021, by _____, whose address is _____ (hereinafter "Grantor") based upon the following terms and conditions.

WHEREAS, Grantor is the fee simple title holder of real property located in Garfield Township, Grand Traverse County, State of Michigan, legally described in Exhibit "A" ("the Premises"); and

WHEREAS, there are areas on the Premises which contain regulated wetlands which are protected under Part 303 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended (hereinafter "Part 303") and delineated on the attached Exhibit "B" ("the Restricted Area"); and

WHEREAS, Grantor has agreed to place this Conservation Restriction to prevent and preclude any dredging, filling or construction within the described Restricted Area.

NOW, THEREFORE, the Grantor agrees, covenants and permits the following:

1. Grantor means the Grantor referenced herein as current title holder, as well as any of Grantor's successors, assigns or future owners of the Premises, it being the intent that the covenants created by this instrument shall run with the land.

2. The Restricted Area shall remain in as close to its current natural state as a wetland as natural circumstances will allow. Grantor shall not be required to improve or otherwise enhance the wetland features.

3. Grantor agrees that it shall not dredge, fill or construct any improvement within the Restricted Area unless otherwise authorized by Garfield Township and the Michigan Department of Environment, Great Lakes and Energy pursuant to valid and authorized permits pursuant to all local, state, and federal laws and regulations.

4. Grantor shall not be required to restore the Restricted Area if alterations resulting from causes beyond Grantor's control occur, including, but not limited to, unauthorized actions by third parties that were not reasonably foreseeable; natural causes or natural disasters (such as unintentional fires, floods, storms or natural earth movement).

5. This Agreement shall run with the land and be binding upon the successors and assigns of the Grantor and shall run with the land in perpetuity unless modified or terminated with written permission from the Garfield Township Board of Trustees.

6. This Agreement shall be construed in accordance with Michigan law. All legal action related to this Conservation Restriction must be filed and pursued in a Michigan state court of appropriate jurisdiction.

GRANTOR:

STATE OF MICHIGAN)
)ss.
COUNTY OF)

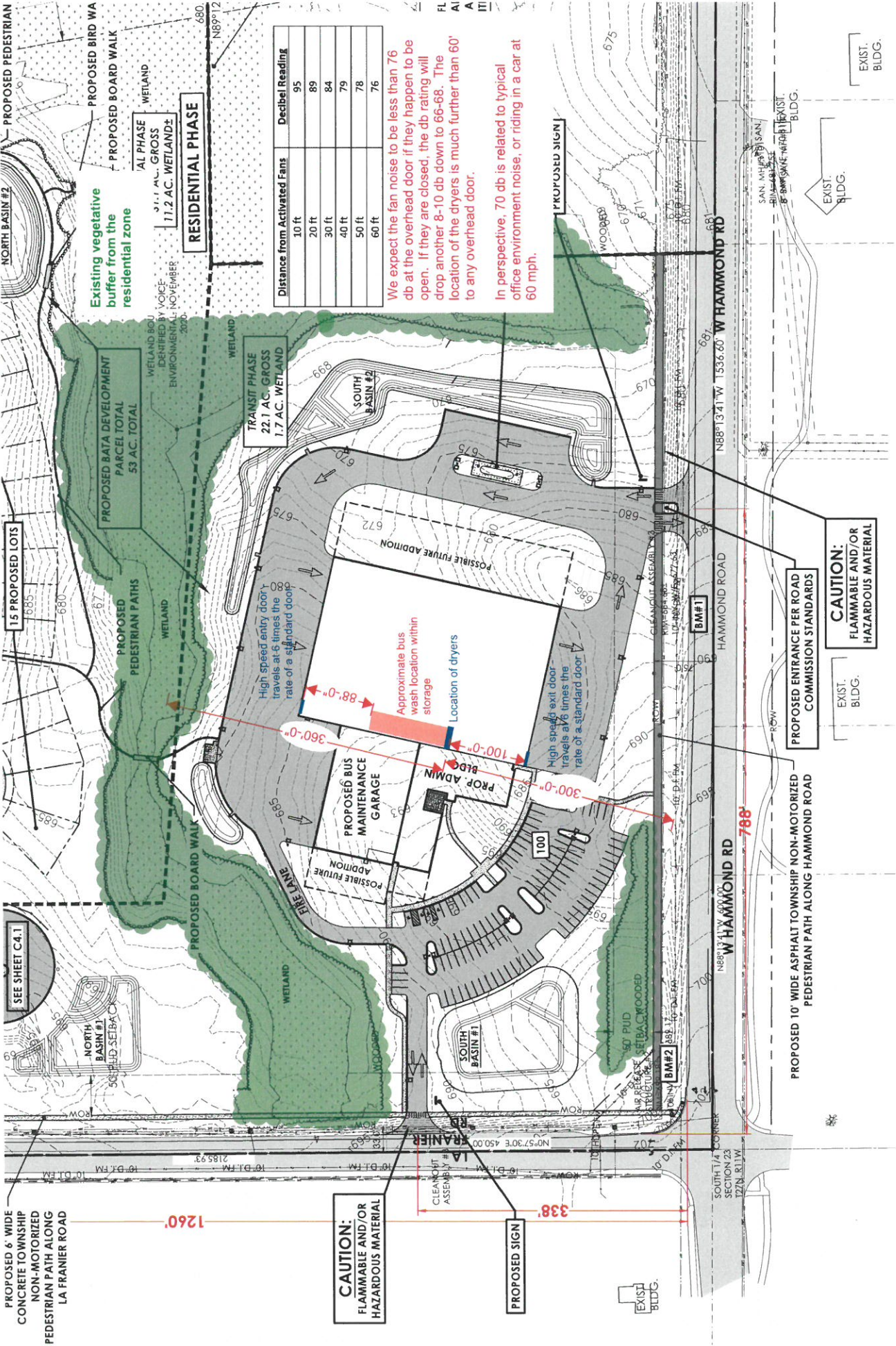
On this ____ day of _____, 2021, before me, a Notary Public, personally appeared _____, who executed the above and acknowledged the same to be his free act and deed.

_____, Notary Public

County of:
My Commission Expires:
Acting in County of:

**Prepared by and
When recorded return to:**
Joseph E. Quandt
Kuhn Rogers, PLC
412 S. Union Street
Traverse City, MI 49684
(231) 947-7900

d. Bus Wash Information



Distance from Activated Fans	Decibel Reading
10 ft	95
20 ft	89
30 ft	84
40 ft	79
50 ft	78
60 ft	76

We expect the fan noise to be less than 76 db at the overhead door if they happen to be open. If they are closed, the db rating will drop another 8-10 db down to 66-68. The location of the dryers is much further than 60' to any overhead door.

In perspective, 70 db is related to typical office environment noise, or riding in a car at 60 mph.

CAUTION:
FLAMMABLE AND/OR
HAZARDOUS MATERIAL

PROPOSED SIGN

PROPOSED ENTRANCE PER ROAD
COMMISSION STANDARDS

CAUTION:
FLAMMABLE AND/OR
HAZARDOUS MATERIAL

EXIST.
BLDG.

EXIST.
BLDG.

e. Traffic Impact Information



May 5, 2021

John Sych, AICP, Planning Director
Charter Township of Garfield
3848 Veterans Drive
Traverse City, MI 49684

Re: BATA Traffic Impact Study Review Letter

Dear Mr. Sych,

Progressive AE has received the review comments from the Township's reviewing consultant dated April 28, 2021. We submit the following as our response for consideration of the review comments in the order in which they were presented in the review letter. Comments from the letter are identified in bold italic.

This study area is too limited, the evaluation should have also included the intersection of Garfield Road at Hammond Road.

The study is being requested to be revised with additional information and resubmitted. The claim is that the study area is too limited. Pre study conversations with the Township and Road Commission led to an email dated January 21, 2021 confirming the study area with you. At that time, the intersection of Garfield Road and Hammond Road was discussed and decided to not be included in the study area.

The key failure of the TIS is the lack of identifying reasonable mitigations for the poor traffic operations noted for select movements.

The review comments proceed to criticize the study for not identifying reasonable mitigations for poor traffic operations noted for selected movements at the Lafranier Road intersections with Airport Road and Hammond Road. However, the study states directly:

The purpose of this traffic impact study was to analyze the potential impacts of the planned development and to identify what physical and/or operational roadway system improvements may be necessary to mitigate existing or anticipated background issues, and/or impacts created by this development's traffic.

Lafranier Road at Airport Road

The traffic study review cites the southbound right-turns at the Lafranier Road/Airport Road intersection as an example that was not mitigated. Under existing conditions, the questioned movement operates at LoS "E" during the morning and afternoon peak hour. The proposed development generates zero trips for that movement and the movement is anticipated to continue to operate at LoS "E" for the future (2026) conditions. Despite the existing level-of-service and no expected development impacts to that movement, future mitigation measures are indeed included in the study recommendations:

It is recommended to continue to monitor the study area signalized intersections and adjust signal timing as necessary to best balance the peak-hour demands of the intersection. Eventually, physical capacity improvements, such as turn lanes or a roundabout, may be needed to address peak hour capacity issues. Alternatively, it may be prudent to accept some poor levels-of-service in the future for the ever-increasing urban environment of the study area intersections.

Hammond Road at Lafranier Road

Similarly, with the concerns related to the westbound right-turns at the Hammond Road/Lafranier Road intersection, future signal timing adjustments are suggested to mitigate the LoS "E" for the afternoon peak hour if or when they do eventually occur. The level-of-service for the 425 projected westbound right turns at the Hammond Road/Lafranier Road intersection in the future (2026) morning peak hour is expected to operate at an acceptable LoS "D". The afternoon peak hour levels-of-service for this movement can be addressed by the recommended future signal timing adjustments; however, these timing adjustments would include modifying the cycle length which may or may not be beneficial to the corridor as a whole. With background knowledge of the ongoing GTCRC signal optimization project, as noted in the review letter, it was believed that signal timing adjustments would be best identified to meet the needs of that project rather than to suggest specific localized timings at this intersection that may not fit with network objectives (especially five years in advance of the expected new trips).

Furthermore, the BATA site is only adding 25 peak hour trips to the westbound right-turn movement during the afternoon peak hour. While the widening of the road to construct a dedicated right-turn lane would improve intersection operations, the potential need for the right-turn lane is not being driven by the traffic generated by the proposed development, but the existing traffic currently making this movement.

At the direction of Garfield Township, Progressive AE can update the traffic study with specific recommendations to mitigate existing and/or background conditions or expand the scope of the study to include additional intersections; however, such an effort would yield similar conclusions as the BATA project should not be expected to mitigate issues unrelated to their specific impacts to the roadway network.

Sincerely,




Christopher E. Zull, PE
Transportation Practice Leader

f. Carriage Flats Lease Template and Parking Information

TRAVERSE CITY HOUSING COMMISSION

150 PINE STREET | TRAVERSE CITY | MICHIGAN | 49684

MEMORANDUM

DATE: July 30, 2021
TO: John Sych, Planner, Garfield Township
FROM: Tony Lentych, Executive Director 
SUBJECT: PUD – Parking Issue Documentation

MESSAGE:

Attached to this memorandum are all of the supportive materials that the Traverse City Housing Commission (TCHC) has submitted at various times earlier this year regarding parking on our current properties and how we intend to manage parking on our property now known as the Flats at Carriage Commons.

Since this is a Transit Oriented Design project, we appreciate the adjustment of the parking regulations normally reserved for more traditional developments. While we are confident that parking will not be an issue on this property, we are more than happy to share the steps we will undertake to monitor the parking issue.

Due to the nature of our more urban properties, TCHC expends a considerable amount of staff time maintaining and managing our parking operations. We do this through the lease, our parking permit process, property signage, and enforcement. TCHC keeps meticulous records of our resident's vehicles so that when we find a suspected "unauthorized" vehicle, we can address the issue immediately.

During the move-in process, parking rules for residents are explained in detail – both for themselves AND for their guests. Language from our current **Residential Lease**:

32. RULES AND REGULATIONS:

A. Parking (Resident): All automobiles parked on the apartment grounds must have current license plates, property parking permit, and must be maintained in operable condition.

- 1) Each unit will be assigned only one parking permit.
- 2) No car washing or car repairing shall be done in the drive/road ways or parking area.
- 3) You may only park registered vehicles in designated areas. There is to be no parking on the grass, sidewalks, or any other area of the apartment grounds.
- 4) Parking regulations are strictly enforced and violators will be towed at owner's expense.

- B. Parking (Guests):** Your guests may park in designated “Visitor” spaces only. Short-term overflow parking for your guests is provided at the transfer station commuter parking lot.
- C. Parking (Other):** No trailers, recreational vehicles, jet skis, snowmobiles, or boats are permitted on the premises. Violation of these rules will result in immediately towing, without notice, at the owner’s expense. The parking of commercial vehicles or any vehicle than regularly used passenger cars by Resident(s) or their guests, within the limits of the apartment grounds is strictly prohibited.

When residents apply for a mandatory parking permit, we remind them of their rights and responsibilities as a vehicle owner. Language from our **Parking Permit** application:

Your vehicle – you are only allowed one vehicle – must display an official ***TC Housing Parking Permit*** at all times. This permit should be displayed in lower window of the front passenger seat. Please remember, it is your responsibility to notify the office when you acquire a different vehicle. All vehicles must be registered with the State of Michigan. Any vehicle that is not registered, or that is disabled in any way, will be towed off the property at your expense.

For this particular property, we will develop and maintain appropriate signage (samples are attached) for parking and wayfinding. We mark our parking lots with signage regarding speed, emergency vehicle traffic and general parking. This will be no different at the Flats at Carriage Commons.

Members of our maintenance team, along with our property management team, actively monitor our parking lots on all of our properties. We immediately respond to all complaints whether in written or oral form from concerned residents or neighbors.

Let me conclude by stating that we will meet with you and your team at any time about this issue. We agree that a more formal review will be recommended to occur between our two main housing phases and we are happy to meet that requirement.

Please contact me directly should you have any additional questions or require any additional clarifications of the materials submitted.

ATTACHMENT: The Flats at Carriage Commons “Draft” Lease
TCHC Parking Permit Application
TCHC Parking Permits (Sample)
TCHC Parking Lot Signage at Riverview Terrace

FLATS AT CARRIAGE COMMONS LEASE AGREEMENT (Template)



NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM LEGAL COUNSEL OR OTHER QUALIFIED PERSON.

THIS LEASE, made on **DATE** between **TBD, LLC** ("Owner") whose address for the purpose of notice under Michigan Compiled Laws ("MCL") 554.631 to 554.641 is **150 PINE STREET, TRAVERSE CITY, MICHIGAN, 49684** ("Leasing Office") herein, and **NAME HERE**, "Resident" herein.

OWNER AND RESIDENT AGREE AS FOLLOWS:

1. Owner leases to Resident, and Resident leases from Owner, subject to the terms and conditions of this lease, an apartment located in **CARRIAGE FLATS, LAFRANIER ROAD, TRAVERSE CITY, MICHIGAN, 49686**, and unit identified as _____ (the "premises" herein) together with any furnishings, fixtures, and other personal property furnished by Owner for Resident's use for the original term of **12 months** beginning on the **1st** day of **JANUARY 202X**, and ending on the **31st** day of **DECEMBER, 202X**.
2. **RESERVATION FEE:** Resident paid a fee in the amount of **\$00.00** to Owner, on **DATE** as a **RESERVATION FEE** to reserve the Premises. This fee shall be applied toward Resident's first month's rent. Reservation fee shall not be refunded.
3. **RENT:** All rent payments shall be made in the form of check or money order, payable to **TBD, LLC** ("Owner") and delivered to the authorized agent at **150 PINE STREET, TRAVERSE CITY, MICHIGAN, 49684**. Resident agrees to lease the Premises and pay rent in the amount of **SEVEN HUNDRED DOLLARS (\$700.00)** to Owner for the Term in paragraph 1 above.

RENT SCHEDULE: Rent in the amount of **\$700** is due on the **FIRST** day of each month and is paid in advance except for rent from **INITIAL MOVE IN DATE INFORMATION HERE**.

The rent payment shall cover rent and the following utilities: **WATER, SEWER, AND TRASH COLLECTION**. All other utilities must be separately contracted for and paid by Resident. The first rent payment shall be delivered to Owner's manager upon the execution of this Lease.

4. **LATE RENT:** Owner shall charge a late fee of **\$50.00** for any rent payment not received on or before the **5th** day of the month such payment is due, which the parties agree represents a fair and reasonable estimate of the cost of processing late payments. If the Rental Payment and all other amounts due by the Resident to the Owner, past or present, is not received by the close of business on the **8th** day of the month, an additional **\$50.00** will be assessed to the Resident to reimburse the Owner for the additional administrative expenses associated with late payment. If any check given to Owner in payment of any obligation hereunder is returned for insufficient funds, an additional charge of **\$25.00** shall be added to the rent due hereunder, which charge shall be in addition to any late fees. All late rent payments or payments made to cover checks that have been returned for insufficient funds must be paid at the Leasing office in the form of a cashier's check or money order. Resident understands that in the event rent payments are received late three times during the lease term, Owner has the right to terminate Resident's tenancy.



5. **SECURITY DEPOSIT:** Resident has deposited with Owner the sum of **\$700.00** as a Security Deposit, which will be deposited in the following regulated institution: **TBD Bank**, to be used to reimburse Owner for damages to the premises or ancillary facilities that are the direct result of conduct not reasonably expected in the normal course of habitation of a dwelling or to pay Owner for all rent in arrearage under this lease. Resident is to return the premises to Owner in the same condition as received from Owner, reasonable wear and tear excepted. Notwithstanding the use of the Security Deposit by Owner, Resident shall remain liable for any deficiencies or balance remaining unpaid.

6. **NOTICE TO RESIDENT: YOU MUST NOTIFY OWNER IN WRITING WITHIN 4 DAYS AFTER YOU MOVE OF A FORWARDING ADDRESS WHERE YOU CAN BE REACHED AND WHERE YOU CAN RECEIVE MAIL; OTHERWISE OWNER SHALL BE RELIEVED OF SENDING YOU AN ITEMIZED LIST OF DAMAGES AND THE PENALTIES ADHERENT TO THAT FAILURE.**

7. **UTILITIES:** Owner shall not be liable for any damages or claims due to the failure or interruption of utility service including cable or dish and high speed internet access, due to acts of God, extreme weather, war, terrorist activity, or any act or cause beyond Owner's control.

8. **USE:** The premises shall be occupied solely as a private residential apartment and for no other purpose and only by Resident and those persons listed below:
 - a. Name: _____
 - b. Name: _____

Only the persons named on this lease shall be allowed to reside in the Premises. Resident further understands that if more than the number of persons named in this Lease shall occupy Premises, that the Owner shall have the right to terminate this Lease. Resident will also indemnify Owner for any fines, fees, or costs (including reasonable attorney fees) for over occupancy if more than the number of persons named in this Lease shall occupy Premises.

9. **CONDITION OF PREMISES:** Resident agrees that no representation as to the condition of the premises has been made except as herein contained and that no promise to decorate, alter, repair or improve the premises prior to or during the term had been made, unless provided in this lease. **REPAIRS AND MAINTENANCE; DAMAGE TO PREMISES:** Notwithstanding any other term or condition of this lease, Resident expressly agrees that Resident (and the Resident's co-obligor, if applicable) shall be liable to Owner or Owner's hazard insurer for any fire damage or any other damage to the real or personal property of Owner negligently or intentionally caused by Resident, occupants listed in paragraph 4, or guests thereof. Damages pursuant to this paragraph will include the cost to repair or replace damaged property and/or loss of rental income. Repairs required hereunder shall be determined by Owner, and Owner shall cause the same to be made and performed at Resident's cost, and Resident shall pay the cost thereof as additional rent. If the demised premises shall be rendered untenable by the negligent or intentional acts of Resident, occupants listed in paragraph 4, or guests thereof, Resident shall be liable for an amount equal to the rental installments required herein. Owner shall make required repairs and maintenance to heating and air conditioning equipment and to appliances furnished for Resident's use without charge to Resident unless such repairs or maintenance are necessary because of the negligent or intentional act or omission of Resident, occupants listed in paragraph 4, or guests thereof, in which case Resident shall be liable for such maintenance and repairs. Resident throughout the term will maintain the premises and all equipment, fixtures and property furnished by Owner for Resident's use in good condition and repair and will allow no waste of any utilities provided by Owner. Resident shall pay the expense of replacing cracked and/or broken window glass in the premises, assuming this damage was not caused by the acts or omissions of Owner(s) or Owner(s) agent(s). Resident shall keep the window glass clean at all times.



10. **ALTERATIONS:** Resident shall make no alterations to the premises without the prior written consent of Owner, Management, or Managing Agent.
11. **NO ASSIGNMENT OR SUBLETTING:** Resident shall not assign or transfer this lease or sublet the premises. This includes but is not limited to Resident giving accomodation in the Premises to another person not named on this Lease for any period of time in excess of 14 days in any calendar year. Resident acknowledges and agree that this paragraph applies to renting the Premises in any manner, including, but not limited to: Airbnb, Craigslist, and any similar website.
12. **PETS:** Resident(s) shall keep no pets, in, at, or about the premises for any period of time.
13. **EQUIPMENT USE:** This lease shall not be affected and there will be no diminution or abatement of rent and no constructive eviction shall be claimed or allowed because of the interruption or curtailment of any service (including but not limited to heating or air-conditioning) or utilities or any inconvenience or discomfort arising from repairs or improvements made in the premises or any other part of the apartment building or common areas or facilities providing the premises is habitable and Owner makes the repairs or improvements in a reasonable time.
14. **ACCESS TO PREMISES:** Resident shall allow Owner or Owner's agents reasonable access to the premises to make repairs, alterations or improvements and allow inspection of the same by insurance carriers and representatives, fire department inspectors, police, and local health authorities to the extent permitted by law.
15. **ENTRY:** If Resident shall have removed all or substantially all of Resident's property from the premises to the extent that it amounts to abandonment of the premises, Owner may immediately enter the premises without abatement of rent, and such acts shall have no effect upon this lease.
16. **COMMON AREAS, FACILITIES, STORAGE:** Common areas and parking, laundry, recreational and other facilities available for Resident's use shall at all times remain under the control of Owner, and Owner shall have the right to regulate, limit or deny the use thereof by anyone. Resident shall be fully responsible and liable for the acts or omissions of Resident, occupants listed in paragraph 4, or guests thereof, for any such use. Use by Resident of any storage space shall be at Resident's sole risk and responsibility and Owner shall not be liable for any loss by theft or damage to property stored or left therein. Common areas do not include any pond. Resident, occupants listed in paragraph 4, or guests thereof, are strictly forbidden to enter on or in any pond for any purpose or to allow anything to be placed or inserted therein.
17. **PROPERTY LOSS OR DAMAGE:** Owner or Owner's agents shall not be liable for any damage to or loss of any property of Resident or anyone else by theft, fire or other casualty, to the extent permitted by law. No policy of fire, casualty or other insurance maintained by Owner on the premises shall be available to insure against loss of or damage to Resident's personal property. It is recommended that Resident purchase an insurance policy insuring Resident against any such loss of, or damage to Resident's personal property, and further insuring Resident against any liability the Resident might incur under this lease. Owner or Owner's agents shall not be liable for any damage or loss caused by other Residents or persons in, on or about the premises, apartment building and other areas, to the extent permitted by law.
18. **DAMAGE OR DESTRUCTION OF PREMISES:** Subject to the provisions of paragraph 6, if the premises are partially damaged by fire or other casualty but can be restored to tenantable condition, Owner shall repair the premises with reasonable dispatch. The Resident's obligation to pay rent shall be suspended during the time that the premises remain untenable. Subject to the provisions of paragraph 7, if the premises are destroyed by fire or other casualty or if the premises cannot be restored to tenantable



condition within a reasonable time, either party shall have the right to terminate this lease by written notice to the other party. Owner shall not be liable or responsible for any reasonable delay, nor shall Owner be responsible for providing housing while these repairs are being made.

19. **ACCELERATION:** If Resident should default under this Lease, Owner shall have the right to accelerate the payment of the rent reserved for the balance of the term of this lease and declare said amount due and payable to Owner forthwith. If Owner should elect to accelerate as above provided, Resident may not be liable for the total accelerated amount claimed by Owner because of Owner's obligation to minimize damages, and either Management or Resident may have a court determine the actual amount, if any, owed by Resident as a result of Owner's acceleration. **EXCEPTION:** A Resident who has occupied a rental unit for more than 13 months, may terminate a lease by a 30-day written notice to Management with no acceleration charge past the 30-day notice.

20. **TERMINATION OF LEASE:** Resident may terminate this lease by a 60-day written notice to the Owner if one (1) of the following occurs:

- a. The Resident becomes eligible during the lease term to take possession of a subsidized rental unit in senior citizen housing and provides the Owner with written proof of eligibility.
- b. The Resident becomes incapable during the lease term of living independently, as certified by a physician in a notarized statement.

21. **TERMINATION AND RENEWAL:** This lease may be terminated by either Owner or Resident at the end of the original term, or at the end of any renewal term thereafter, upon the party desiring to terminate giving to the other party thirty (30) days prior written notice of such party's intention to terminate this lease. If the Resident desires to renew this lease thirty (30) days prior to the termination of this lease or any renewal thereof, Resident may do so by giving Owner written notice of Resident's desire to renew this lease; this lease may be renewed for such period and under such terms and conditions as may be agreeable to Owner and Resident. If neither Owner nor Resident shall give any of the notices provided for in this paragraph within the time provided, tenancy shall automatically become month-to-month from and after the expiration of the term of this lease or any renewal thereof. Rental rate for said month-to-month tenancy shall be the current rental rate for similar apartments within the same property in effect at that time plus ten percent (10%) of the monthly rental rate for similar apartments within the same property. All other provisions of this lease, not inconsistent with this paragraph, shall remain in full force and effect during the term of the month-to-month tenancy.

22. **EARLY TERMINATION.** Provided Resident(s) is not in default hereunder at the time of giving notice, strictly complies with all of the provisions of this paragraph, and termination is effective on the last day of the calendar month, Resident may terminate this agreement before the expiration of the original term by:

- a. Giving Owner one (1) full calendar month (e.g., the entire month of May) advance written notice; plus
- b. Paying all monies due through date of termination; plus
- c. Paying an additional amount equal to **two (2) full months of rent** as liquidated damages; plus
- d. The security deposit shall also be forfeited as liquidated damages.
- e. The foregoing shall not relieve Resident of his responsibilities and obligations regarding any damage to the apartment.

23. **ACTS OF DEFAULT AND REMEDIES OF OWNER:** If:

- a. Resident fails to pay the rent or additional rent or other sums when due; or,



- b. Resident violates or defaults in the performance or compliance with any of the terms and conditions of this lease; or
 - c. Resident shall have made any misrepresentation in the application for this lease; or
 - d. In the event of willful, wanton, dangerous or criminal misconduct by Resident, occupants listed in paragraph 4, or guests thereof; or,
 - e. Resident damages the premises above and beyond normal wear and tear; then Owner may, upon two days written notice to Resident, terminate this lease and reenter the Premises as provided by law. Resident and all other occupants will surrender the amount equal to the expense incurred by Owner for reentry, and reletting the premises; Further, Resident shall remain liable to Owner for the amount equal to the rent provided in this lease for the entire term of this lease or until Owner rerents the premises, whichever shall first occur.
24. **HOLD-OVER / ABANDONMENT:** Upon any termination of this lease, Resident shall yield immediate possession of the premises to Owner, and failing to do so, shall pay Owner rent for each day of such withholding plus expenses or damages suffered by Owner and/or Residents to whom the premises shall subsequently be rented or leased. Prior to expiration or lawful termination of the lease, the Resident shall promptly remove all personal property. If Resident fails to remove personal property, then Owner may consider any personal property left behind as abandoned. If Owner notifies Resident of its intent to treat the property as abandoned and advises Resident the date of disposal of the property, Owner may dispose of the property. Notice will be by mailing notice to the last known address and posting notice on the apartment door. Disposal of the property will be no sooner than fifteen (15) days after date of mailing and posting the notice. Owner may move the property from the apartment to another location prior to the date of disposal in order to re-rent the premises. It is agreed by Resident that Owner shall not be responsible for damage or loss to value of such property if Owner follows the above procedure.
25. **SMOKE DETECTOR(S):** It is the responsibility of the Resident(s) to maintain all apartment smoke detectors in proper working order. Resident(s) agrees to test batteries (if applicable) once a month and replace them when necessary. Under no circumstances will Resident(s) disconnect any of the smoke detectors in the apartment.
26. **NOTICES:** All notices to be given to Resident shall be served upon Resident personally, (which includes attaching to Resident's front apartment door) or by regular U.S. mail addressed to Resident at Resident's apartment at the premises. Said acts by Owner shall constitute serving notice on Resident both for purposes of this lease and for legal purposes. Any notice by Resident to Owner must be in writing and delivered personally or via regular U.S. mail to Owner at the Apartment business office.
27. **MODIFICATIONS:** No amendment or modification of this lease shall be binding unless in writing and signed by the parties hereto or their authorized agent with the exception of a change in late fee amounts and imposed dates which will require a 30 day written notice prior to implementation.
28. **RENT INCREASE:** Regardless of any contrary language contained in this Lease Agreement, Owner may increase the amount of monthly rent due under this Lease upon forty-five (45) days written notice to Resident, in which event Resident shall have the election, upon thirty (30) days written notice to Owner, to cancel this Lease Agreement, or to continue the Lease at the increased rental amount.
29. **DEFINITIONS, BINDING EFFECT AND SAVINGS CLAUSE:** The term "Owner" as used in this lease means only the owner of the premises in question. The words "Owner" and "Resident" shall include singular and plural, masculine and feminine and individual and corporate persons. If there shall be more than one Resident, they shall be jointly and severally liable hereunder. If any provision of this lease shall be invalid, unlawful or unenforceable to any extent, the remainder of this lease shall not be affected thereby.



30. **COSTS / ATTORNEY FEES:** Resident shall pay, as additional rent, attorney fees, court costs and other costs and expenses incurred by Owner because of any violation or default of Resident under this lease to the extent permitted by law, or incurred by Owner in enforcing the terms of this lease against Resident.
31. **SECURITY:** Owner and Resident agree that Owner shall not furnish nor be responsible to Resident, listed in paragraph 4, or guests thereof, for security or protection of their person or property, and Resident acknowledges that Owner has made no representation with respect to such security or protection.

32. RULES AND REGULATIONS:

- a. **Parking (Resident):** All automobiles parked on the apartment grounds must have current license plates, property parking permit, and must be maintained in operable condition.
- 1) Each unit will be assigned only one parking permit.
 - 2) No car washing or car repairing shall be done in the drive/road ways or parking area.
 - 3) You may only park registered vehicles in designated areas. There is to be no parking on the grass, sidewalks, or any other area of the apartment grounds.
 - 4) Parking regulations are strictly enforced and violators will be towed at owner's expense.
- b. **Parking (Guests):** Your guests may park in designated "Visitor" spaces only. Short-term overflow parking for your guests is provided at the transfer station commuter parking lot.
- c. **Parking (Other):** No trailers, recreational vehicles, jet skis, snowmobiles, or boats are permitted on the premises. Violation of these rules will result in immediately towing, without notice, at the owner's expense. The parking of commercial vehicles or any vehicle than regularly used passenger cars by Resident(s) or their guests, within the limits of the apartment grounds is strictly prohibited.
- d. Windows and outside doors must be closed during rain or inclement weather. Resident(s) is responsible for any water damage to Resident(s) blinds, walls, window sills, carpeting, and/or furnishings caused through the Resident(s) neglect.
- e. Pouring cooking oil or grease into the sinks or toilets is forbidden. Such material shall be disposed of by placing in the rubbish containers. Resident(s) shall place rubbish in the container in compact bundles or sacks, wrapping wet items to prevent odors. Container lids shall be kept closed at all times.
- f. Toilets and other equipment shall be used only for the purpose for which they are intended. Sanitary napkins, tampons, applicators, and diapers are only to be disposed of in rubbish containers. Resident shall be liable for any damage to the plumbing caused by noncomformance with this rule.
- g. Sidewalks, entrance courts, vestibules, stairways, laundry rooms, corridors and halls must not be obstructed or used for any purpose other than ingress and egress. No personal property of any kind shall be stored outside of the premises or any storage areas provided.
- h. No signs, flags, advertisement, notice or other lettering shall be exhibited outside or visible from outside the apartment.
- i. No awning or anything else shall be attached to the building. No radio, television aerials, satellite dish, or wires shall be erected in or about any part of the premises without written consent. No equipment or appliances shall be installed which will increase the cost or interfere with the operation of the apartment building or the safety of utilities or services or cause a nuisance to other residents. No additional air conditioning unit shall be installed or other alterations or additions made to the premises.
- j. No Resident(s) shall alter any lock or install a new lock or knocker on any door of the premises. In the event the lock is changed, Management will immediately remove the lock and replace the lock with our lock without notice. Key Cards can be obtained at the office. Installation of any chain lock or knocker will result in the replacement cost of the door to the Resident(s).



- k. No Resident(s) shall allow anything whatsoever to fall from the windows or doors of the premises, nor shall any Resident(s) sweep or throw from the premises any dirt or substance into any of the corridors, halls, or elsewhere in the building or outside of the building.
 - l. Nothing shall be done in or about the building which will interfere with the rights, comforts, or convenience of the other Resident(s). No musical instruments, radios, televisions and/or stereos shall be operated in manner that is disturbing or annoying to the other residents, nor shall disturbing noises being made at any time.
 - m. The trees and shrubbery are a vital part of the premises and the Resident shall be liable for any mutilation or defacing thereof caused by Resident(s) or the guests thereof.
 - n. Laundry work shall be done in the laundry rooms provided for such purpose and only during the hours of 9:00 a.m. to 9:00 p.m. No laundry shall be hung and/or draped from the balconies.
 - o. No equipment may be moved from any part of the building or property and all equipment must be retained in its original location.
 - p. Damage to the building, entranceway, or the apartment caused by moving or carrying of articles therein, are the responsibility of the Resident and are to be paid by him/her.
 - q. Residents are not permitted to visit, play, or hang out in the hallways or on the entrance areas.
 - r. Corridors and Stairs: No toys, bicycles, shoes, furnishings, planters, etc. shall be left in the hallways, stairwells, or other public area of the building. Items left in hallways will be immediately removed and disposed of.
 - s. Balcony/patio must be kept neat and clean at all times. The only items permitted on your balcony/patio are patio furniture and planters. This area is not to be used as a storage area.
 - t. No outdoor cooking equipment will be permitted on patios or balconies.
 - u. Nothing shall be placed on the lawn area and left for an extended period of time without the prior consent from Management.
 - v. Resident(s) shall not keep or use or permit to be kept or used in, on or about the premises, apartment building or common areas highly flammable fluids or explosives.
 - w. Use of the premises should not be in violation of any federal, state or local laws. Owner shall not be liable to Resident for the violation or the breach of any covenant or condition in any lease by any other Resident of Owner.
 - x. All buildings and apartments are **SMOKE FREE**. No smoking of cigarettes, cigars, vapor devices, pipes, marijuana or any other lightable material is allowed within 25 feet of buildings.
 - y. Additional Rules and Regulations may be included in an addendum to this lease agreement.
33. **CHECKLIST:** Management has provided Resident with an apartment inventory checklist. Resident agrees to complete the checklist noting the conditions of the apartment and return to Management within seven (7) days after having obtained possession of the apartment.
34. **DRUG-FREE HOUSING:** (a) Resident(s), any member of the Resident(s) household, or a guest or other person under the Resident(s) control shall not engage in or facilitate criminal activity on or near the project, including, but not limited to , violent criminal activity or drug-related criminal activity; (b) Resident(s) or members of the Resident(s) household shall not permit the dwelling unit to be used for, or to facilitate, criminal activity; (c) "Violent criminal activity" means any felonious criminal activity that has as one of its elements the use, or threatened use of physical force against the person or property of another; (d) "Drug-related criminal activity" means the illegal manufacture, sale, distribution, or use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)).



IN WITNESS WHEREOF, Resident has executed this lease as of the date first above written, and Management has executed the same as of the date set out below.

TCHC Staff, Management Representative

Date

Resident Signature

Date

Resident Signature

Date

DATED: LEASE SIGNING DATE

Owner's Representative: _____
Anthony Lentych, Executive Director, TCHC [Property Manager]





TRAVERSE CITY HOUSING COMMISSION

150 Pine Street, Traverse City, Michigan, 49684

T: (231) 922-4915 | F: (231) 922-2893

TDD: (800) 649-3777

TCHousing.org

PARKING PERMIT

Your vehicle – you are only allowed one vehicle – must display an official **TC Housing Parking Permit** at all times. This permit should be displayed in lower window of the front passenger seat. Please remember, it is your responsibility to notify the office when you acquire a different vehicle. **All vehicles must be registered with the State of Michigan. Any vehicle that is not registered, or that is disabled in any way, will be towed off the property at your expense.**

PRINT NAME: _____ APT.: _____

MAKE & MODEL OF VEHICLE: _____

COLOR OR OTHER DESCRIPTION: _____

Do you have a Handicapped Parking Permit? YES NO

Is this vehicle registered in your name? YES NO

TENANT: _____ DATE: _____
Signature

TCHC: _____ DATE: _____
Signature

PARKING PERMIT NO. ISSUED: _____

Traverse City Housing Commission Parking Permits



Riverview Terrace Apartments
(115 Apartments — 42 Parking Spots)
150 Pine Street
Traverse City, Michigan 49684



East Bay Flats
(67 Apartments — 66 Parking Spots)
440 Munson Avenue
Traverse City, Michigan 49686



Orchardview Townhomes
(21 Townhomes — 28 Parking Spots)
10200 Carter Centre Road
Traverse City, Michigan 49684

Traverse City Housing Commission

Sample Parking Signage



g. Civil Site Plans

h. Cross Access Easement



R. EDWARD KUHN
 TERRY C. ROGERS (LLM, Taxation)
 EDGAR ROY III
 JOSEPH E. QUANDT
 GREGORY J. DONAHUE
 GREGORY L. JENKINS
 TROY W. STEWART
 GINA A. BOZZER
 CHRISTOPHER G. ROGERS
 (also admitted in Illinois)

412 SOUTH UNION STREET
 TRAVERSE CITY, MICHIGAN 49684
 TELEPHONE: 231-947-7900
 FAX: 231-941-5154

LANSING OFFICE:
 2937 ATRIUM DRIVE, STE 200
 OKEMOS, MI 48864

MOUNT PLEASANT OFFICE:
 3046 JEN'S WAY
 MT. PLEASANT, MI 48858

J.D. PRAASTERINK
 (also admitted in Arizona)
 MARC S. MCKELLAR II
 DAVID P. GLENN
 PATRICK M. ELLIS
 W. DANE CAREY

OF COUNSEL:
 LEWIS G. GATCH
 A. BROOKS DARLING

August 12, 2021

VIA EMAIL jpsych@garfield-twp.com

John Sych
 Planning Director
 Garfield Township
 3848 Veterans Drive
 Traverse City, MI 49684

Re: Traverse City Housing Commission

Dear Mr. Sych:

As you know, our firm represents the Traverse City Housing Commission ("TCHC") with respect to the proposed PUD development on LaFranier Road in Garfield Township. As you are aware, my client and the Bay Area Transportation Authority ("BATA") are currently working on submitting final documents for PUD approval. It is anticipated that they will be submitting those approval documents within the next thirty (30) days.

One of the issues of concern referenced by the Planning Commission was the ability to facilitate multiple points of access to the property. My client has diligently attempted to engage adjacent property owners to coordinate easement access to provide additional rights of access to the TCHC property. We have not yet been able to memorialize an easement to the northeast, but the property owners have agreed to reasonably cooperate with each other with respect to access issues in the future. To advance these discussions, TCHC offered, in good faith, to enter into a Defeasible Easement Agreement to allow those parties to immediately discharge the easement in the event that the LaFranier Road project was not approved or in the event the TCHC project does not come to fruition. (A copy of that Defeasible Easement Agreement is attached to this letter.)

TCHC has also discussed access issues to LaFranier Road with the Prince of Peace Church. This discussion was to confirm access that can be utilized by both the church and TCHC. There is a dedicated willingness by both TCHC and the Church to provide a mutual easement which will facilitate access onto LaFranier Road for both TCHC and the Church. As soon as TCHC completes the purchase of the TCHC parcel, it is anticipated that a mutually beneficial easement will be recorded to perfect the parties' mutual use of that easement for access to LaFranier Road.

KUHN ROGERS PLC

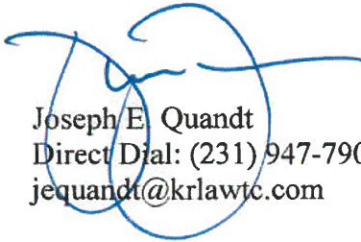
August 12, 2021

Page 2

We hope that this letter clarifies the issues related to access to the property. Should you have further comments, questions or concerns, please let me know. We continue to appreciate the Township's productive engagement with TCHC and BATA to complete this exciting project.

Sincerely,

KUHN ROGERS PLC



Joseph E. Quandt
Direct Dial: (231) 947-7901 x115
jequandt@krlawtc.com

JEQ:shp

cc: Tony Lentych

DEFEASIBLE EASEMENT AGREEMENT

This Defeasible Easement Agreement is made this ___ day of _____, 20___, by and between Reenders, Inc. of 950 Taylor Avenue, Grand Haven, Michigan 49417 (hereinafter "Grantor") and the Traverse City Housing Commission, a Michigan municipal corporation, of 150 Pine Street, Traverse City, Michigan 49684 (hereinafter "Grantee") pursuant to this grant of easement under the following facts and circumstances:

WHEREAS, Grantor is the owner of a certain parcel of real property described on Exhibit A hereto and as depicted on the drawing attached as Exhibit B hereto (the "Burdened Premises"); and,

WHEREAS, Grantee is the prospective purchaser under a contract for sale of property described on Exhibit C hereto and as depicted on the drawing attached as Exhibit B hereto (the "Benefitted Premises"); and,

WHEREAS, Grantee is required to demonstrate appropriate points of ingress and egress for the development of Grantee's property as required by Garfield Township pursuant to the lawful ordinances of Garfield Township; and,

WHEREAS, Grantor has agreed to provide this Easement which is of a defeasible nature such that if Grantee does not acquire the Benefitted Premises, the Easement shall become null, void and of no further effect;

NOW THEREFORE, the parties agree as follows:

1. Grant. Grantor does hereby grant, convey, assign and set over to Grantee, an Easement for ingress, egress, maintenance (including maintenance of the driveway), service and utilities as described in the attached Exhibit D and as shown on the survey drawing attached as Exhibit B hereto (hereinafter "Easement").

2. Defeasible Covenant. Grantor and Grantee agree that the Easement granted herein shall be of a defeasible nature in that if Grantee (or Grantee's lawful assignee or designee) does not become the owner of the Benefitted Premises, this Easement shall be discharged and shall be null, void and of no effect whatsoever.

3. Relocation. Grantor and Grantee agree to mutually cooperate with each other with respect to potential relocation of the Easement to reasonably accommodate Grantor's planned development on the Burdened Premises. Grantee shall mutually cooperate in relocation of the

Easement so long as the relocated Easement is approved by Garfield Township as an acceptable access point to the Benefitted Parcel.

4. Real Property Interest. Grantor and Grantee agree that this Easement, so long as not discharged only as provided herein, shall be appurtenant to the Benefitted Premises and shall run with the land and shall benefit and bind the respective parties' successors in title and be enforceable as provided herein.

5. Assignment. Grantor and Grantee agree that Grantee may assign Grantee's rights to an affiliated entity.

6. Liability. Grantee, their successors and lawful assigns, shall be responsible for their use of the Easement and shall protect, indemnify and defend Grantor from any claims or personal injury or property damage that may arise from Grantee's sole exercise of its rights under this Easement.

7. Jurisdiction and Venue. This Easement shall be subject to the laws of the State of Michigan and any dispute arising and relating to this easement shall be heard in Grand Traverse County, Michigan.

8. Severability. If any term, covenant or condition of this Easement or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Easement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant or condition of this Easement shall be valid and enforced to the fullest extent permitted by law.

9. Notice. Except as otherwise provided, all notices required under this Easement shall be effective only if in writing or in a form of electronic or facsimile transmission that provides evidence of receipt and shall be either personally served, electronically transmitted, or sent with postage pre-paid to the appropriate party at its address as set forth in the introductory paragraph of this Easement. Either party may change its address by giving notice of the change.

10. Entire Agreement. This Agreement and all exhibits constitute the entire agreement between the parties regarding the subject matter of this Agreement, and all prior negotiations and agreements regarding the Easement between the parties, whether written or oral, shall be of no further force and effect. This Easement may not be modified or terminated, except as provided herein, or by a written document signed by both parties.

11. Time is of the Essence. Time shall be of the essence in the performance and actions undertaken under this Agreement.

12. Exhibits. Four (4) exhibits are attached to and are a part of this Agreement. They are the following:

Exhibit A – Legal description of the Burdened Premises

Exhibit B – Survey and drawing depiction of the Easement premises

Exhibit C – Description of the Benefitted Premises
Exhibit D – Legal description of the Easement premises

13. Effective Date. Grantor and Grantee have signed this Easement Agreement and it shall be effective as of the day and year first above written.

GRANTOR:
Reenders Inc.

GRANTEE:
Traverse City Housing Commission

By: _____

By: _____

Its: _____

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF)

On this ____ day of _____, 2021, before me, a Notary Public, personally appeared _____, _____ of Reenders, Inc. who executed the above and acknowledged the same to be his/her free act and deed.

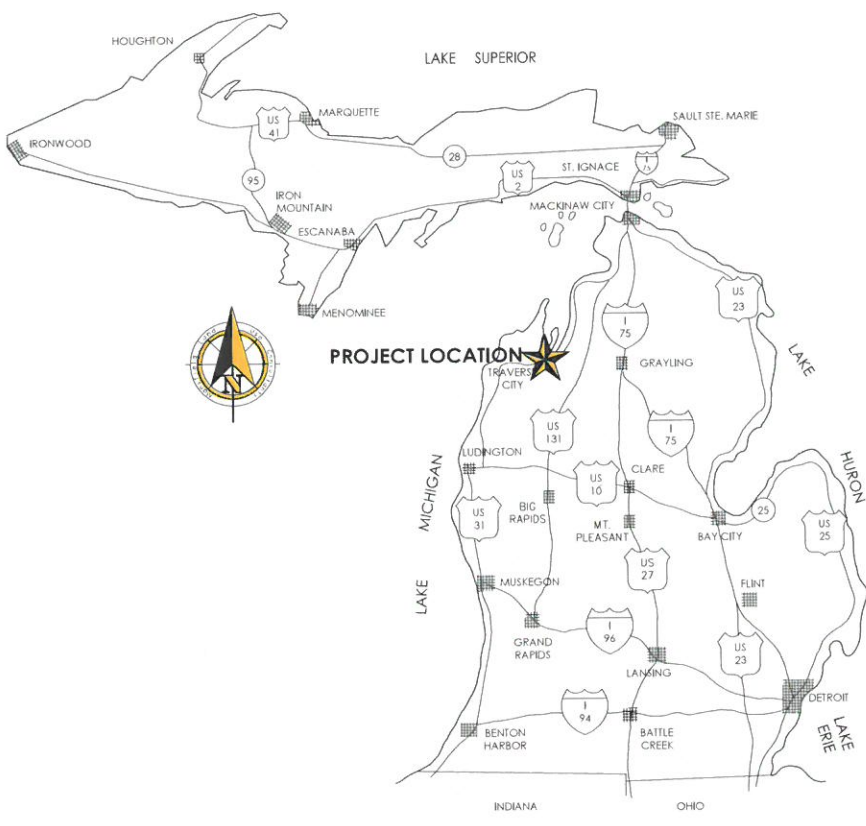
, Notary Public
County of:
My Commission Expires:
Acting in County of:

STATE OF MICHIGAN)
)ss.
COUNTY OF)

On this ____ day of _____, 2021, before me, a Notary Public, personally appeared _____, _____ of Traverse City Housing Commission who executed the above and acknowledged the same to be his/her free act and deed.

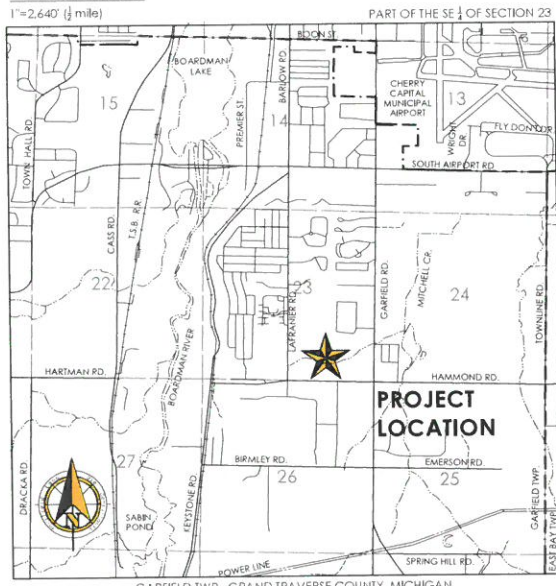
, Notary Public
County of:
My Commission Expires:
Acting in County of:

Prepared by:
When Recorded Return to:
Joseph E. Quandt
Kuhn Rogers, PLC
412 S. Union Street
Traverse City, MI 49684
(231) 947-7900



MICHIGAN LOCATION MAP

VICINITY MAP



GARFIELD TWP., GRAND TRAVERSE COUNTY, MICHIGAN

PUBLIC AGENCIES AND UTILITIES

GRAND TRAVERSE COUNTY DEPARTMENT OF PUBLIC WORKS (DPW)

Manager: John Divozza
Address: 2650 Lafranier Rd., Traverse City, MI 49686
Telephone: 231-995-6039

GRAND TRAVERSE COUNTY ROAD COMMISSION

Manager: Brad Kluczynski
Address: 1881 Lafranier Rd., Traverse City, MI 49686
Telephone: 231-922-4848

GRAND TRAVERSE COUNTY SOIL EROSION AND SEDIMENTATION CONTROL

Supervisor: Dan Thorell
Address: 2650 Lafranier Rd., Traverse City, MI 49686
Telephone: 231-995-6042

TRAVERSE CITY LIGHT & POWER (TCL&P) (ELEC. & INTERNET)

Operations Mgr: Tony Chartrand
Address: 1131 Hastings St., Traverse City, MI 49686
Telephone: 231-922-4940

GARFIELD TOWNSHIP STORM WATER CONTROL ORDINANCE

Planning Director: John Sych
Address: 3848 Veterans Dr., Traverse City, MI 49684
Telephone: 231-941-1620

CHERRYLAND ELECTRIC COOPERATIVE (ELEC.)

Engineer: Frank Seipker
Address: 5930 US-31 S., Traverse City, MI 49684
Telephone: 231-486-9220

CONSUMERS ENERGY (ELEC.)

Engineer: Chuck Walkonis
Address: 821 Hastings St., Traverse City, MI 49686
Telephone: 231-929-6228

DTE ENERGY (GAS)

Manager: Sandra O'Neil
Address: 700 Hammond Rd., Ste. 2, Traverse City, MI 49686
Telephone: 231-932-2829

CHARTER COMMUNICATIONS (T.V.)

Manager: Rob Nowak
Address: 701 S. Airport Rd., Traverse City, MI 49686
Telephone: 231-941-3766

POLICE AGENCIES

- EMERGENCIES: 911
Michigan State Police: 231-946-4646
Grand Traverse County Sheriff: 231-995-5001
Garfield Twp. Community

FIRE DEPARTMENTS

- EMERGENCIES: 911
Grand Traverse Metro: 231-947-3000
Grand Traverse Rural: 231-943-9721
Garfield Township: 231-941-7682

DESCRIPTION AS FURNISHED:

PARCEL "C"
Part of South 1/2 of the Southeast 1/4 of Section 23, Town 27 North, Range 11 West, Garfield Township, Grand Traverse County, Michigan, more fully described as: Beginning at the South 1/4 corner of said Section 23; thence North 00 degrees 57 minutes 30 seconds East, along the North and South 1/4 line of said Section, 450.00 feet; thence South 88 degrees 13 minutes 41 seconds East 250.80 feet; thence North 00 degrees 57 minutes 30 seconds East 150.00 feet; thence South 88 degrees 13 minutes 41 seconds East 350.00 feet; thence South 01 degree 02 minutes 05 seconds West 600.00 feet, to the South line of said Section; thence North 88 degrees 13 minutes 41 seconds West, along the South line of said Section, 600.00 feet, to the Point of Beginning. **SUBJECT** TO the right of way of Lafranier and Hammond Road over and across the Westerly and Southerly portions thereof.

REMAINDER PARCEL
Part of South 1/2 of the Southeast 1/4 of Section 23, Town 27 North, Range 11 West, Garfield Township, Grand Traverse County, Michigan, more fully described as: Commencing at the South 1/4 corner of said Section 23; thence North 00 degrees 57 minutes 30 seconds East, along the North and South 1/4 line of said Section and the centerline of Lafranier Road, 450.00 feet, to the Point of Beginning; thence continuing along said 1/4 line, North 00 degrees 57 minutes 30 seconds East 867.85 feet, to the South 1/8 line of said Section; thence South 88 degrees 18 minutes 28 seconds East, along said 1/8 line, 1318.74 feet, to the East 1/8 line of said Section; thence continuing along the South 1/8 line, South 88 degrees 17 minutes 12 seconds East, and boundary of Carriage Hill Plot, 1314.98 feet, to the East Section line of said Section and the centerline of Lafranier Road; thence South 01 degree 03 minutes 09 seconds West 1086.00 feet, along said East Section line; thence North 88 degrees 13 minutes 41 seconds West 495.00 feet; thence South 01 degree 03 minutes 09 seconds West 233.00 feet, to the South Section line and the centerline of Hammond Road; thence North 88 degrees 13 minutes 41 seconds West 1536.60 feet, along said South line; thence North 01 degree 02 minutes 05 seconds East 600.00 feet; thence North 88 degrees 13 minutes 41 seconds West 350.00 feet; thence South 01 degree 02 minutes 05 seconds West 150.00 feet; thence North 88 degrees 13 minutes 41 seconds West 250.80 feet, to the Point of Beginning. **SUBJECT** TO the right of way of Lafranier Road, Hammond Road, and Garfield Road, over and across the Westerly, Southerly, and Easterly portions thereof.

Parcel No.: 28-05-023-042-01 - New for 2020 and 28-05-023-042-30 - New for 2020

PROJECT STANDARD SPECIFICATIONS - WATER MAIN
Grand Traverse County Standard Technical Specifications and Construction Details 2017, Adopted on September 26, 2017 (as amended).

STANDARD PLAN LEGEND

DESCRIPTION	EXISTING	PROPOSED
GROUND CONTOUR	--- 605 ---	— 613 —
SPOT ELEVATION	○ 704.33	○ 704.33 ○ 704.00
CONTOUR FROM USGS TOPOGRAPHIC MAP	~ ~ ~ ~ ~	~ ~ ~ ~ ~
TOP OF CURB ELEVATION	613.5 613.0	613.5 613.0
PAVEMENT (OR GUTTER FLOW LINE) ELEVATION		1.93%
DIRECTION OF SURFACE FLOW		←
DRAINAGE HIGH POINT		H.P.
DRAINAGE LOW POINT		L.P.
WATER MAIN	— W — W	— W — W
SANITARY FORCE MAIN	— FM — FM	— FM — FM
SANITARY SEWER	— SAN —	— SAN —
STORM SEWER	— ST —	— ST —
GAS MAIN	— GAS —	— GAS —
OVERHEAD ELECTRIC	— OE —	— OE —
PROPERTY LINE	— — — —	— — — —
TREE LINE	~ ~ ~ ~ ~	~ ~ ~ ~ ~
PINE LINE	— — — —	— — — —
EDGE OF WETLAND	~ ~ ~ ~ ~	~ ~ ~ ~ ~
EDGE OF WATER	~ ~ ~ ~ ~	~ ~ ~ ~ ~
C/L OR DRAINAGE DITCH OR WATER LINE	— — — —	~ ~ ~ ~ ~
SILT FENCE	— — — —	— — — —
DETENTION BASIN BERM	~ ~ ~ ~ ~	~ ~ ~ ~ ~
MANHOLE (MH)	○	○
CATCH BASIN (CB)	⊕	⊕
CLEAN OUT (CO)	⊖	⊖
RISER	⊙	⊙
GATE VALVE	⊕	⊕
FIRE HYDRANT ASSEMBLY	⊕	⊕
CURB STOP & BOX	⊕	⊕
POLE, POWER OR ELECTRIC	⊕	⊕
LIGHT POLE	⊕	⊕
SIGN	⊕	⊕
BENCH MARK (BM)	⊕	⊕
U/G UTILITY SIGN	⊕	⊕
GUY ANCHOR	⊕	⊕
SOIL EROSION CONTROL MEASURE (MICHIGAN UNIFIED KEYING SYSTEM) P=PERMANENT T=TEMPORARY	○	○
IRON FOUND / IRON SET	○	○
CONCRETE MONUMENT	○	○
GOVERNMENT CORNER	⊕	⊕
NAIL FOUND / NAIL SET	⊕	⊕
RECORD / MEASURED	(R)	(M)
FENCE	— — — —	— — — —
WOOD STAKE	□	□



SITE DATA:

REMAINDER PARCEL	2051 GARFIELD AVE.
Location:	2051 Garfield Ave. 28-05-023-042-01
Tax ID:	Louis & Marvel Lafranier (Trusts) 15532 Bluff Road, Traverse City, MI 49686
Owner:	69.70 Acres 64.90 Acres (Est. R.O.W.)
Parcel Area Gross:	868.01 I.F. Lafranier Road (Est. R.O.W.) 1537.01 I.F. Hammond Road (Est. R.O.W.) 1088.38 I.F. Garfield Avenue (Est. R.O.W.)
Parcel Area Net:	69.70 Acres 64.90 Acres (Est. R.O.W.)
Road Frontage:	(as measured at ROW line)
Zoning District:	Agricultural

PARCEL C

REMAINDER PARCEL	W. HAMMOND RD.
Location:	W. Hammond Rd. 28-05-023-042-30
Tax ID:	Louis & Marvel Lafranier (Trusts) Dixie Roethlisberger (Trustee)
Owner:	15532 Bluff Road, Traverse City, MI 49686
Parcel Area Gross:	7.41 Acres
Parcel Area Net:	6.09 Acres (Est. R.O.W.)
Road Frontage:	(as measured at ROW line)
Zoning District:	Agricultural

SETBACKS:

Agricultural

Front = 30' (Buildings)
Side = 20' (Buildings)
Rear = 35' (Buildings)
Wetland = 25' (Buildings and Parking)

P.U.D.

Front = 50' (Buildings)
Side = 30' (Buildings)

PROJECT TEAM

Applicant / Developer (Transit Phase):
Bay Area Transportation Authority Kelly Dunham, Executive Director
3233 Cass Road
Traverse City, MI 49684
Phone: (231) 933-5544
Email: kelly.dunham@bata.net

Developer / Residential Partner (Residential Phase):
Traverse City Housing Commission
Tony Lenlych, Executive Director
150 Pine Street
Traverse City, MI 49684
Phone: (231) 922-4915 x 203
Email: tonylenlych@tchpc.com

Owner's Representative:
Cunningham-Limp
Jason Lipa, Director of Pre-Construction Services
28970 Cabot Dr., #100
Novi, MI 48377
Phone: (248) 891-3171
Email: jlipa@clcbuild.com

Engineering Consultant (Agent):
Mansfield Land Use Consultants
Douglas Mansfield, President
830 Cottageview Drive, Suite 201
Traverse City, MI 49685
Phone: (231) 946-9310
Email: doug@maaps.com

Architecture (BATA Facility):
Progressive AE
Seth Horton, P.E. Senior Project Manager
1811 4 Mile Rd. NE
Grand Rapids, MI 49525
Phone: (616) 365-8565
Email: horton@progressiveae.com

Planning Consultant (Residential phase):
Gibbs Planning Group
Robert Gibbs, FASLA, AICP, President
240 Martin Street, Suite 200
Birmingham, MI 48009
Phone: (248) 642-4800
Email: rgibbs@gibbsplanning.com

Landowner:
Lafranier Trust Properties
Dixie Roethlisberger, Trustee
15532 Bluff Road
Traverse City, MI 49686
Phone: (231) 223-7342
Email: dixie@charter.net

PLAN INDEX

C1.0 COVER SHEET
C1.1 NOTE SHEET
C1.2 CIVIL DETAILS - SITE
C1.3 CIVIL DETAILS - WATER
C1.4 CIVIL DETAILS - SANITARY
C1.5 CIVIL DETAILS - STORM
C2.0 EXISTING CONDITIONS PLAN
C2.1 DEMOLITION PLAN
C3.0 SOIL EROSION & SEDIMENTATION CONTROL PLAN
C4.0 OVERALL SITE PLAN
C4.1 SITE & DIMENSION PLAN - NORTH
C4.2 SITE & DIMENSION PLAN - SOUTH
C5.0 OVERALL GRADING & STORM PLAN
C5.1 GRADING & STORM PLAN - NORTH
C5.2 GRADING & STORM PLAN - SOUTH
C6.0 OVERALL UTILITY PLAN
C6.1 UTILITY PLAN - NORTH
C6.2 UTILITY PLAN - SOUTH
C6.3 PLAN & PROFILE - SANITARY: STA 0+00 TO 11+00
C6.4 PLAN & PROFILE - SANITARY: STA 11+00 TO 22+00
C6.5 PLAN & PROFILE - SANITARY: STA 22+00 TO 33+00
C6.6 PLAN & PROFILE - SANITARY: STA 33+00 TO 42+00 & CHURCH
C6.7 PLAN & PROFILE - SANITARY: STA 42+00 TO 52+00
L1.0 LANDSCAPE PLAN - NORTH
L1.1 LANDSCAPE PLAN - SOUTH
L1.2 LANDSCAPE PLAN - APARTMENTS
BATA PHOTOMETRIC PLAN
BATA SIGNAGE PLAN
BATA SNOW STORAGE EXHIBIT

BATA HQ
Transit-Oriented Development PUD
Garfield Township, Grand Traverse County, Michigan

830 Cottageview Dr., Ste. 201
P.O. Box 4015
Traverse City, MI 49685
Phone: 231-946-9310
www.maaps.com
info@maaps.com

Mansfield
Land Use Consultants

COVER SHEET

REV	DATE	BY	CHK	DESCRIPTION
01	2023.11.13	dm	dm	Original design
02	2023.11.13	dm	dm	Rev. PUD Submittal
03	2023.11.13	dm	dm	Rev. PUD Submittal
04	2023.11.13	dm	dm	Rev. PUD Submittal
05	2023.11.13	dm	dm	Rev. PUD Submittal
06	2023.11.13	dm	dm	Rev. PUD Submittal
07	2023.11.13	dm	dm	Rev. PUD Submittal
08	2023.11.13	dm	dm	Rev. PUD Submittal
09	2023.11.13	dm	dm	Rev. PUD Submittal
10	2023.11.13	dm	dm	Rev. PUD Submittal
11	2023.11.13	dm	dm	Rev. PUD Submittal
12	2023.11.13	dm	dm	Rev. PUD Submittal
13	2023.11.13	dm	dm	Rev. PUD Submittal
14	2023.11.13	dm	dm	Rev. PUD Submittal
15	2023.11.13	dm	dm	Rev. PUD Submittal
16	2023.11.13	dm	dm	Rev. PUD Submittal
17	2023.11.13	dm	dm	Rev. PUD Submittal
18	2023.11.13	dm	dm	Rev. PUD Submittal

Bay Area Transportation Authority
BATA HQ Transit-Oriented Development PUD
COVER SHEET

Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

PUD SUBMITTAL

NO. 20108
DATE 07.13.20
C1.0

GENERAL CONSTRUCTION NOTES:

- 1. MISS DIG
FOR PROTECTION OF UNDERGROUND UTILITIES AND IN CONFORMANCE WITH PUBLIC ACT 53, 1974...
2. EXISTING UTILITIES
EXISTING PUBLIC UTILITIES AND UNDERGROUND STRUCTURES SUCH AS PIPE LINES, ELECTRIC CONDUITS, SEWERS...
3. PROTECTING UTILITIES
SPECIAL CARE SHALL BE TAKEN IN EXCAVATING IN THE PROXIMITY OF ALL UNDERGROUND UTILITIES...
4. SAFETY
THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS GOVERNING THE FURNISHING...
5. SOIL EROSION & SEDIMENTATION CONTROL
THE CONTRACTOR SHALL PROVIDE TEMPORARY SOIL EROSION CONTROL MEASURES PER P.A. 451 AS AMENDED...
6. PROPERTY CORNERS
EXISTING KNOWN PROPERTY CORNERS ARE IDENTIFIED ON THE PLANS...
7. SURVEY DATUM
ALL ELEVATIONS ARE BASED ON N.A.V.D., 1988...
8. RESTORATION WORK
ALL DISTURBED AREAS SHALL BE TOPSOILED, SEEDED, FERTILIZED AND MULCHED...
9. REMOVAL ITEMS
THE CONTRACTOR SHALL RESTORE ALL LAWNS, LANDSCAPE PLANTINGS, SIDEWALKS, COMMERCIAL SIGNS, ETC...
10. CONSTRUCTION SIGNAGE & TRAFFIC CONTROL
LOCAL TRAFFIC AND CONSTRUCTION SIGNAGE SHALL BE MAINTAINED AT ALL TIMES...
11. DUST CONTROL
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROLLING DUST ON THIS PROJECT...
12. PROTECTIVE FENCE
THE CONTRACTOR IS RESPONSIBLE FOR ALL SITE SECURITY...
13. EXCESS MATERIALS
ALL EXCESS MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR...
14. SAWCUTTING PAVEMENT
SAWCUT EXISTING PAVEMENT FULL DEPTH TO THE LIMITS OF CONSTRUCTION...
15. DEWATERING
ANY REQUIRED DEWATERING FOR SITE WORK, INCLUDING THE USE OF STONE OR GRAVEL...
16. UTILITY SEPARATION
MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION AND 1.5' VERTICAL SEPARATION...
17. RECYCLING
THE CONTRACTOR IS ENCOURAGED TO RECYCLE ANY MATERIALS OR PRODUCTS THAT ARE REUSABLE...

GENERAL GRADING CONSTRUCTION NOTES:

- 1. QUALITY OF WORK
ALL CONSTRUCTION WORKMANSHIP AND MATERIALS SHALL CONFORM TO THE CURRENT M.D.O.T. CONSTRUCTION STANDARDS AND SPECIFICATIONS.
2. SUBGRADE PREPARATION
THE PRESENCE OF OTHER THAN GRANULAR MATERIALS IN THE SUBGRADE SOIL SHALL REQUIRE A FULL WIDTH...
3. AGGREGATE BASE MATERIAL
AGGREGATE BASE TO BE USED ON THE PROJECT MUST MEET SPECIFICATION FOR M.D.O.T. 22A AND MUST BE TESTED...
4. BITUMINOUS PAVEMENT (HMA)
THE CONTRACTOR SHALL GIVE THE OWNER'S REPRESENTATIVE 48 HOURS NOTICE PRIOR TO PLACEMENT OF BITUMINOUS SURFACE...
5. REMOVAL OF ORGANICS
ALL TREES, STUMPS, BRUSH AND ROOTS THEREOF, SHALL BE ENTIRELY REMOVED FROM WITHIN THE SITE GRADING...
6. SITE GRADING
ALL DISTURBED AREAS SHALL BE TOPSOILED, SEEDED, FERTILIZED AND MULCHED AS SOON AS FEASIBLE...
7. FIELD CHANGES
ANY CHANGES IN SPECIFICATIONS OR CONSTRUCTION METHODS MUST BE REVIEWED AND APPROVED...
8. DRAINAGE
EXISTING STORM DRAINAGE SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION...
9. ADJUSTMENTS
THE CONTRACTOR SHALL ADJUST ALL UTILITY SURFACE ITEMS TO THE FINISH GRADES PRIOR TO PAVING.

GENERAL WATER MAIN CONSTRUCTION NOTES:

- 1. STANDARDS
ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE TOWNSHIP'S CURRENT STANDARDS...
2. DATUM
ALL ELEVATIONS SHALL BE BASED ON USGS OR NAVD DATUM.
3. DETAILS
PIPE BEDDING, THRUST BLOCKS, HYDRANT, VALVES, VALVE MANHOLES, AND ALL APPURTENANCES SHALL BE IN ACCORDANCE...
4. PUBLIC EASEMENTS
EACH PUBLIC UTILITY SHALL BE WITHIN ITS OWN 20'-WIDE EASEMENT CENTERED ON THE UTILITY.
5. WATER SERVICES
THE DOMESTIC WATER AND FIRE PROTECTION MUST BE SEPARATE SERVICES TO EACH BUILDING.
6. UTILITY SEPARATION
ALL WATER MAINS SHALL MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION AND 1.5' VERTICAL SEPARATION...
7. NO DISRUPTION OF SERVICE
THE CONTRACTOR SHALL NOT DISRUPT THE WATER MAIN SERVICE TO THE SURROUNDING CUSTOMERS...
8. SALVAGED MATERIALS
ALL EQUIPMENT AND MATERIALS THAT ARE CURRENTLY OPERATED AND MAINTAINED BY THE G.T. CO. DPW AND IS INTENDED TO BE REMOVED AND SALVAGED SHOULD BE STOCKPILED AND RETURNED TO THE G.T. CO. DPW...

GENERAL SANITARY SEWER CONSTRUCTION NOTES:

- 1. STANDARDS
ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE TOWNSHIP'S CURRENT STANDARDS...
2. CONNECTIONS
NO CONNECTION RECEIVING STORM WATER OR GROUNDWATER SHALL BE MADE TO SANITARY SEWERS.
3. DATUM
ALL ELEVATIONS SHALL BE BASED ON USGS OR NAVD DATUM.
4. DETAILS
PIPE BEDDING, BUILDING SEWERS, DROP CONNECTIONS, BULLHEADS, MANHOLES, MANHOLE COVERS, AND OTHER APPURTENANCES SHALL BE IN ACCORDANCE...
5. PUBLIC EASEMENTS
EACH PUBLIC UTILITY SHALL BE WITHIN ITS OWN 20'-WIDE EASEMENT CENTERED ON THE UTILITY.
6. UTILITY SEPARATION
ALL SANITARY SEWERS SHALL MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION AND 1.5' VERTICAL SEPARATION...
7. NO DISRUPTION OF SERVICE
THE CONTRACTOR SHALL NOT DISRUPT THE SANITARY SEWER SERVICE TO THE SURROUNDING CUSTOMERS...
8. SALVAGED MATERIALS
ALL EQUIPMENT AND MATERIALS THAT ARE CURRENTLY OPERATED AND MAINTAINED BY THE G.T. CO. DPW AND IS INTENDED TO BE REMOVED AND SALVAGED SHOULD BE STOCKPILED AND RETURNED TO THE G.T. CO. DPW...

GENERAL STORM SEWER CONSTRUCTION NOTES:

- 1. CONSTRUCTION STANDARDS
ALL MATERIALS, CONSTRUCTION, METHODS, TESTING AND INSPECTION SHALL BE IN ACCORDANCE WITH THE CURRENT M.D.O.T. CONSTRUCTION STANDARDS UNLESS OTHERWISE SPECIFIED.
2. CONNECTIONS
NO CONNECTIONS SHALL BE MADE TO SANITARY SEWERS.
3. STRUCTURE ADJUSTMENTS
THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING CATCH BASIN AND/OR MANHOLE RIMS TO THE FINISH GRADE ELEVATIONS...
4. UTILITY SEPARATION
ALL STORM SEWERS SHALL MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION AND 1.5' VERTICAL SEPARATION...

PROJECT DATA 5-14-2021

Project Address: The northeast corner of LaFranier Road and Hammond Road
Project Parcel: Tax ID 28-05-023-042-01 (part of)
Project Size: 53 acres
Existing Zoning: A - Agriculture
Existing Land Use: Vacant Land

Township Master Plan Use: High Density Residential (6-10 units per acre) (53 acres project site = 318 530 units allowed)

- Proposed Land Use: Mixed-Use Planned Unit Development
Commercial: Cafe/Commercial Use, 2,500sf
Institutional: Daycare, 4,000sf
Light Industrial quasi-institutional: Bus Maintenance, 16,000sf -5 mechanics
Light Industrial quasi-institutional: Storage Garage, 56,000sf -60 bus drivers
Office: BATA Administration, 12,000sf (part of) -20 employees
Office: BATA Dispatch, 12,000sf (part of) -5 employees
Open Space: Park Area, Preserved Wetland, Sidewalks, Trails
Residential: TC Housing Single-Family, 15 lots
Residential: TC Housing Multi-Family, 5 buildings, 210 units
Transit quasi-institutional: BATA Transfer Station, three 300sf shelters

Table with 4 columns: Dimensional Standards, Zoning, A, Master Plan, R-3, PUD, Provided. Rows include Minimum Lot Size, Minimum Lot Width, Height, Front Yard Setback, Side Yard Setback, Rear Yard Setback, Minimum Usable Open Space.

Table with 3 columns: Lot Coverage / Open Space, Transit Phase Total Acres, Residential Phase Total Acres. Rows include BATA Transit-oriented Mixed-use PUD, BATA Bus Service and Garage, BATA Bus Transfer Station, Cafe, Commercial Use, Multi-family Residential.

Parking: As a transit-oriented PUD providing opportunities for housing, services, and employment on site and within proximity via public and non-motorized transit systems, it is projected that there will be a reduction in the need for individual vehicle ownership and parking within the project site.

Table with 4 columns: shared parking lot, standard, required, provided. Rows include BATA Administration (12,000sf), BATA Bus Service and Garage.

Table with 4 columns: shared parking lot, standard, required, provided. Rows include BATA Bus Transfer Station (900sf), Cafe, Commercial Use (2,500sf), Multi-family Residential (overflow).

Table with 4 columns: designated use parking lot, standard, required, provided. Row includes Daycare (4,000sf).

Table with 4 columns: private parking on individual lots, standard, required, provided. Row includes Single-family Homes (15 lots).

Table with 4 columns: designated use parking lots, standard, required, provided. Row includes Multi-family Homes (210 units).

830 Congreve Dr., Ste. 201
P.O. Box 4015
Troy, MI 48065
Phone: 248-946-9310
www.mansfield-landuse.com
info@mansfield-landuse.com

Mansfield Land Use Consultants

Table with 4 columns: REV, DATE, DESCRIPTION, COMMENTS. Rows include 01 2020/11/13 Original design, 02 2021/01/10 Top. PUD Submittal, 03 2021/01/26 Top. PUD Submittal, 04 21-01-25 prior to public hearing, 05 21-02-21 for submittal, 06 21-04-21 Revised Multi-Family layout, 07 21-05-17 Top. Board Submittal, 08 21-05-25 Top. PUD Submittal.

Bay Area Transportation Authority
BATA HQ Transit-Oriented Development PUD
NOTE SHEET

PUD SUBMITTAL

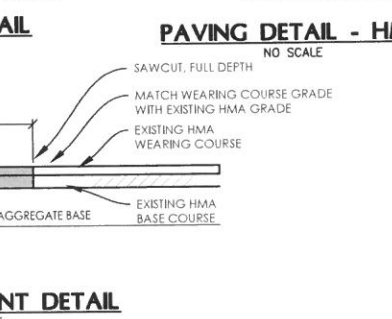
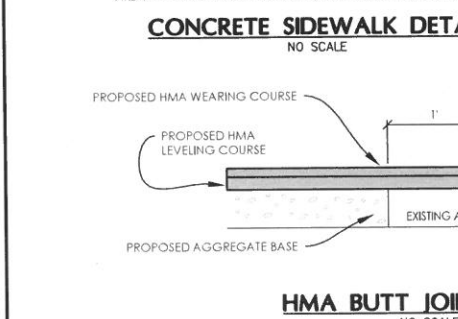
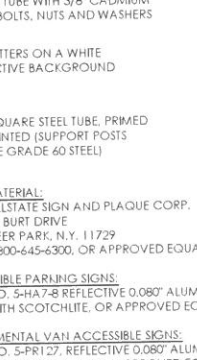
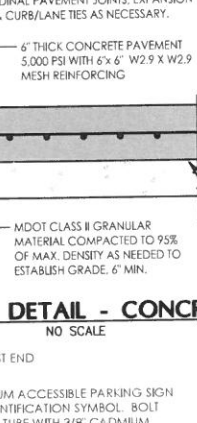
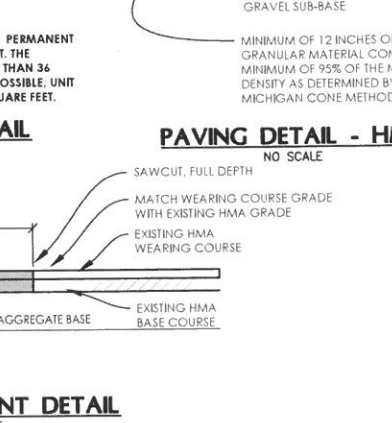
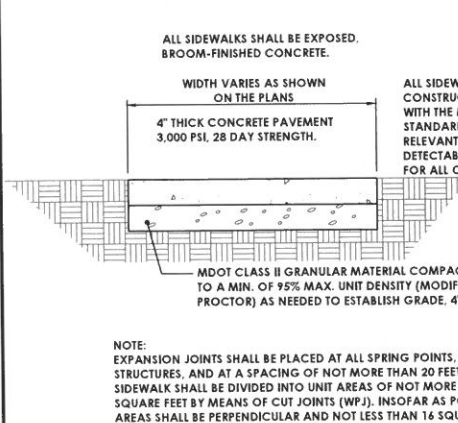
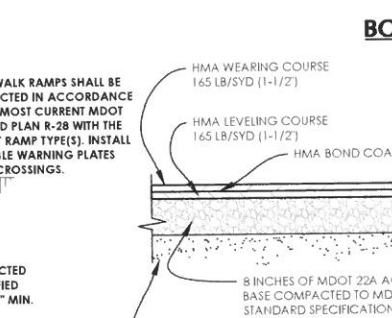
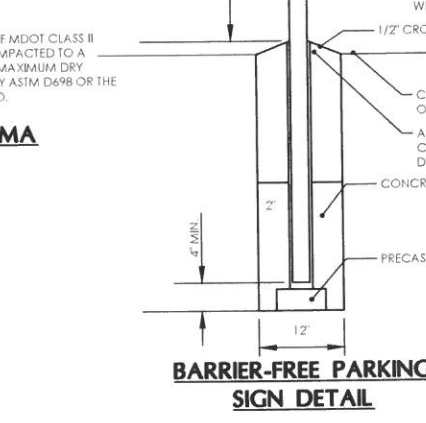
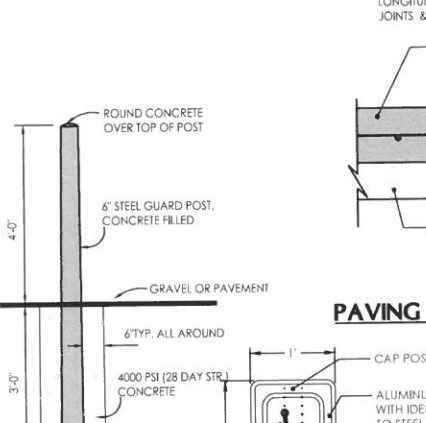
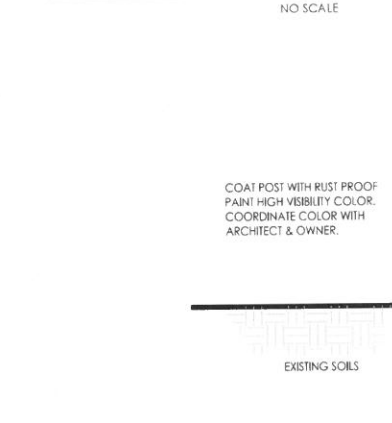
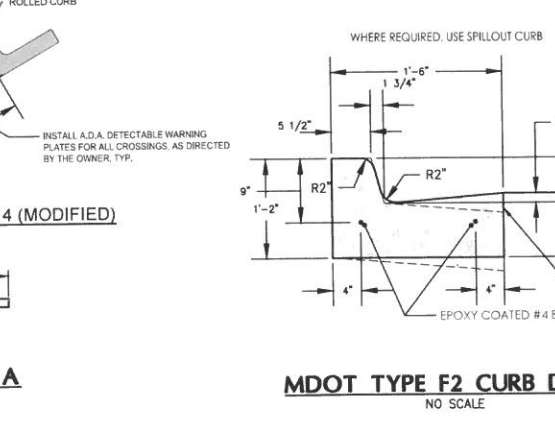
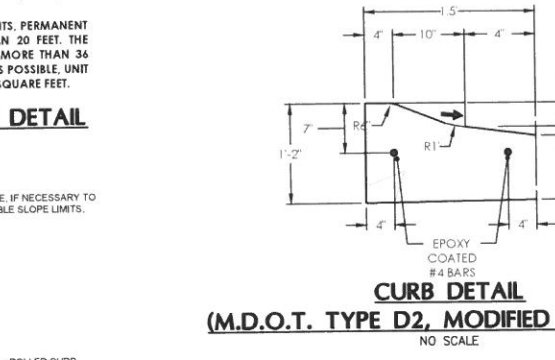
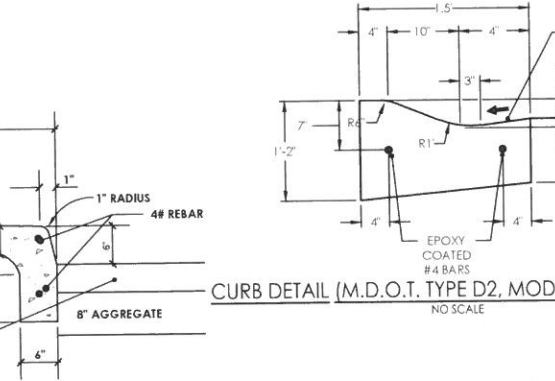
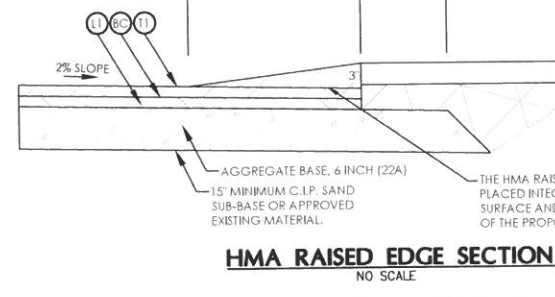
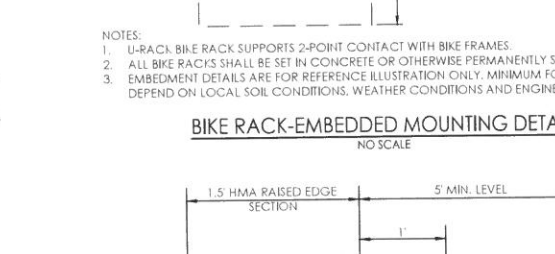
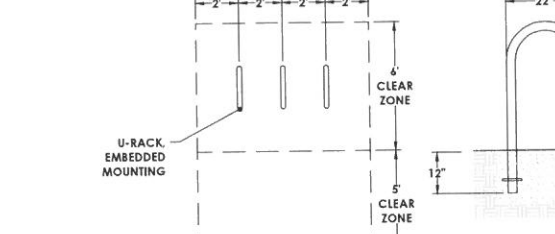
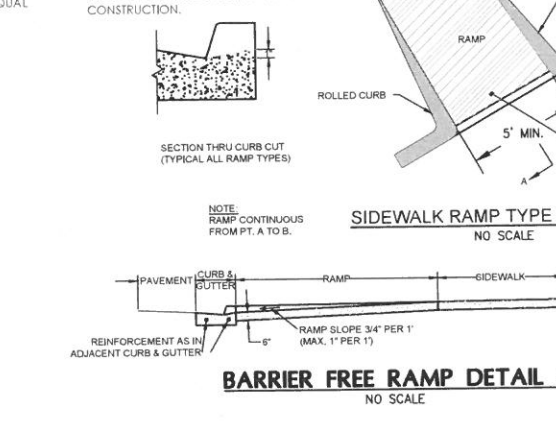
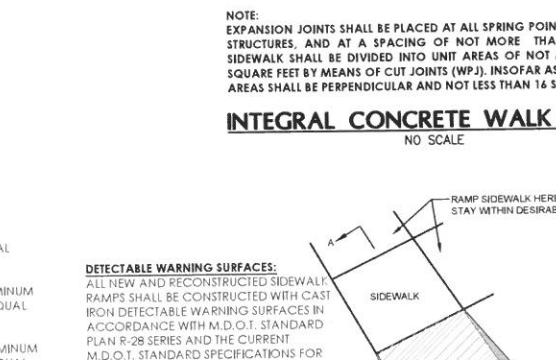
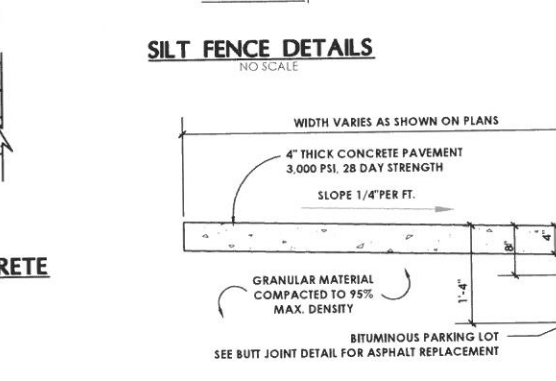
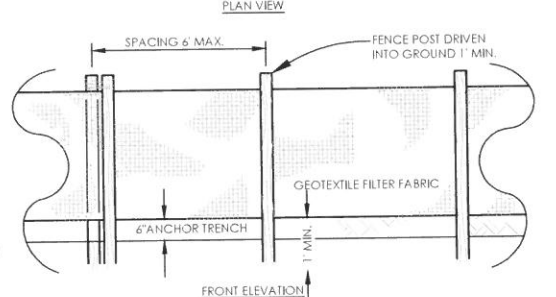
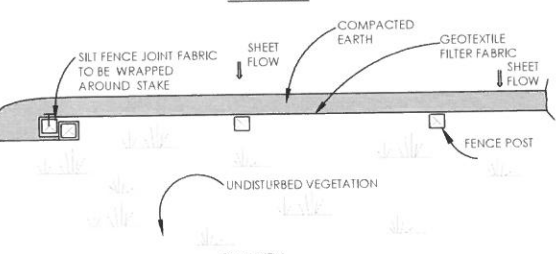
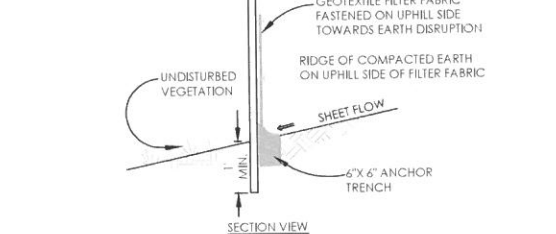
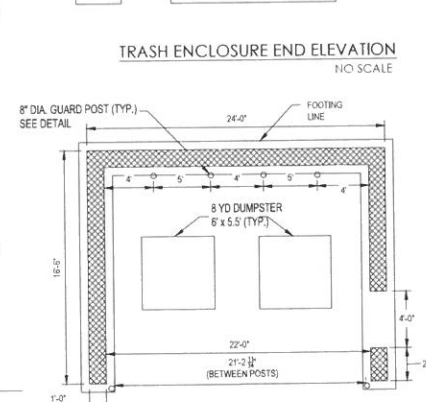
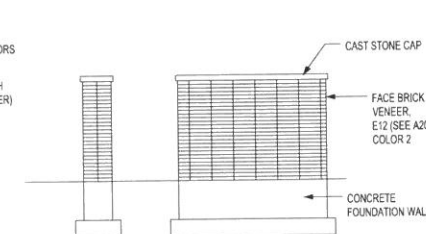
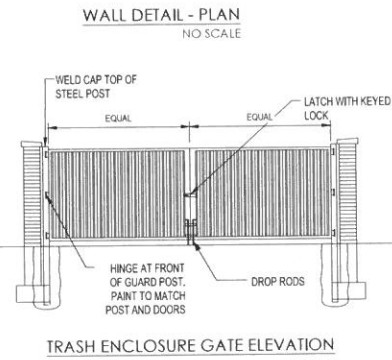
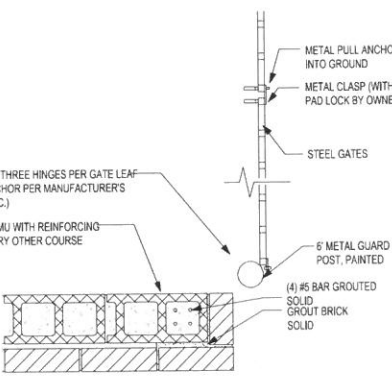
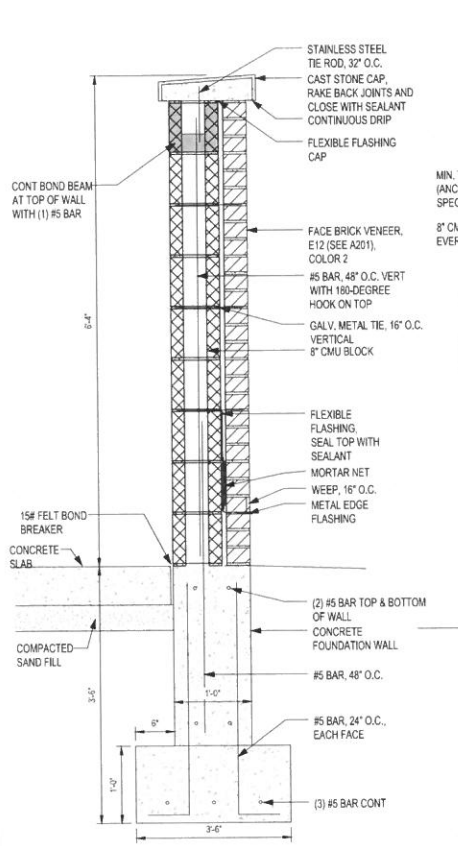
DATE: 07/13/20

20108

C1.1

Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

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CONCRETE SIDEWALK DETAIL
NO SCALE

PAVING DETAIL - HMA
NO SCALE

BARRIER-FREE PARKING SIGN DETAIL
NO SCALE

PAVING DETAIL - CONCRETE
NO SCALE

BARRIER FREE RAMP DETAIL A
NO SCALE

MDOT TYPE F2 CURB DETAIL
NO SCALE

CURB DETAIL (M.D.O.T. TYPE D2, MODIFIED (NORMAL))
NO SCALE

CURB DETAIL (M.D.O.T. TYPE D2, MODIFIED (SPILLOUT))
NO SCALE

INTEGRAL CONCRETE WALK DETAIL
NO SCALE

SILT FENCE DETAILS
NO SCALE

BIKE RACK-EMBEDDED MOUNTING DETAIL
NO SCALE

TRASH ENCLOSURE WALL - SECTION
NO SCALE

TRASH ENCLOSURE GATE ELEVATION
NO SCALE

TRASH ENCLOSURE END ELEVATION
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TRASH ENCLOSURE PLAN
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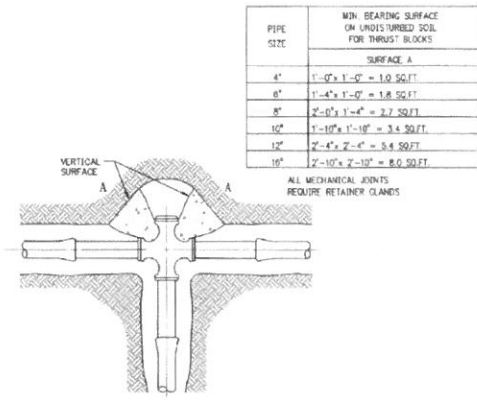
WALL DETAIL - PLAN
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830 Cottageview Dr., Ste. 201
P.O. Box 4015
Traverse City, MI 49685
Phone: 231-946-9310
www.mansfield.com
info@mansfield.com

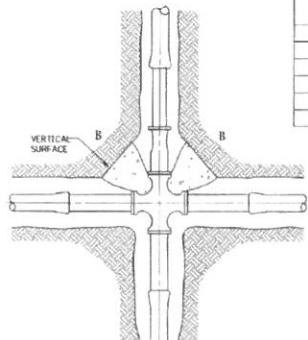
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01	20/01/13	dm	mm	Original design
02	20/01/13	dm	mm	Rev. PUD Submittal
03	20/01/28	dm	mm	Rev. Complete Review Submittal
04	21/01/25	dm	mm	Rev. prior to public hearing
05	21/02/01	dm	mm	Rev. for submittal
06	21/04/21	dm	mm	Rev. revised multi-family layout
07	21/05/17	dm	mm	Rev. Board Submittal
08	21/05/25	dm	mm	Rev. PUD Submittal

Bay Area Transportation Authority
BATA HQ Transit-Oriented Development PUD
CIVIL DETAILS - SITE
Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

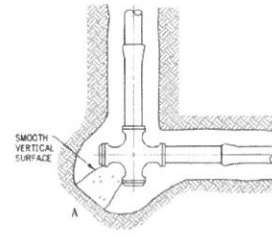
PUD SUBMITTAL
07.13.20
20108
C1.2



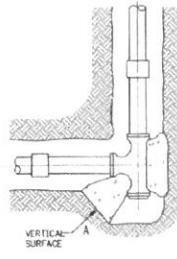
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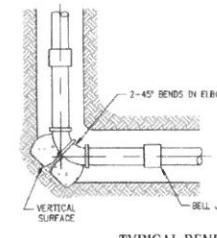
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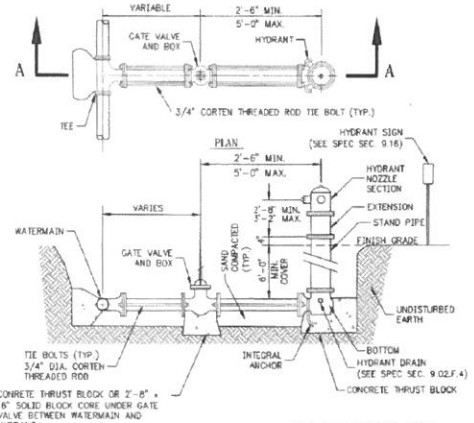
CROSS WITH 2 PLUGS DETAIL
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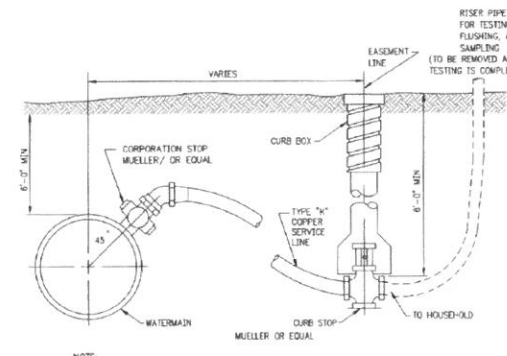
TYPICAL TEE AND PLUG DETAIL
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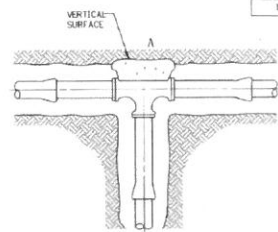
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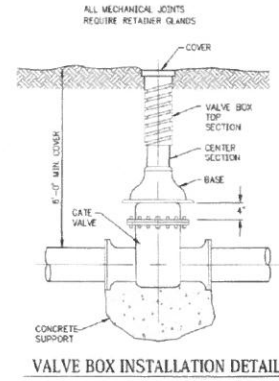
HYDRANT ASSEMBLY DETAIL
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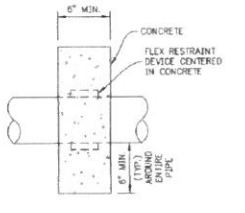
SERVICE CONNECTION DETAIL
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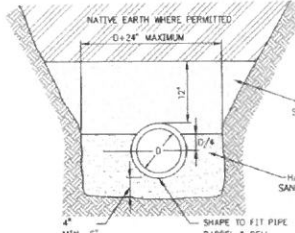
TYPICAL TEE CONNECTION DETAIL
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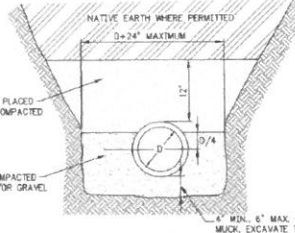
VALVE BOX INSTALLATION DETAIL
NO SCALE



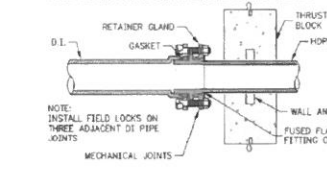
SERVICE LEAD THRUST RESTRAINT DETAIL
(APPLICABLE FOR HDPE/PVC WATERMAIN ONLY)
NO SCALE



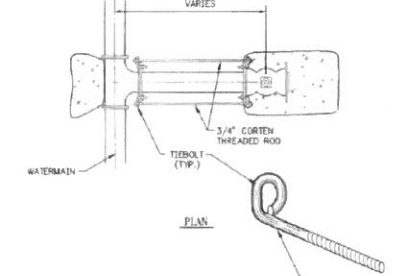
PIPE BEDDING DETAIL
(CLASS A) NO SCALE



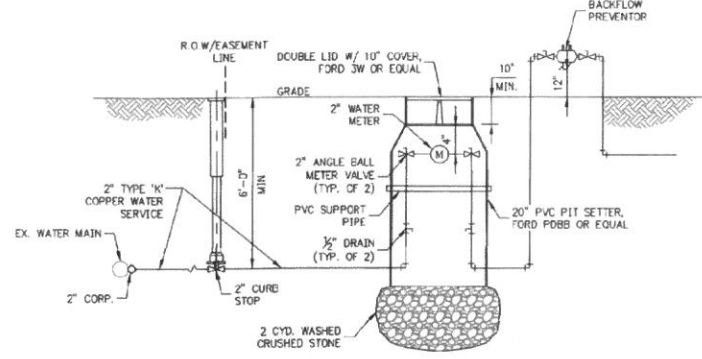
PIPE BEDDING DETAIL
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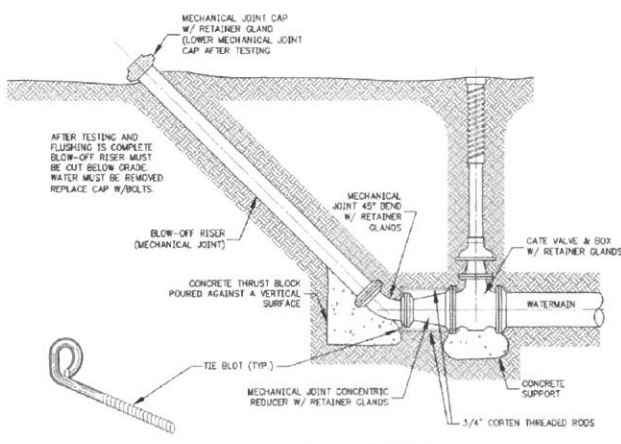
HDPE TO DI (M) ADAPTER DETAIL
NO SCALE



THRUST RESTRAINT DETAIL
FOR ALL VALVES
ON STUBBED LINES
NO SCALE



IRRIGATION METER PIT SERVICE DETAIL
NO SCALE



BLOW-OFF DETAIL
NO SCALE

- NOTES:
1. REFER TO SPECIFICATIONS (SECTION 9) AND STANDARD WATER MAIN DETAILS FOR SERVICE CONNECTION TO MUNICIPAL WATER.
2. ALL MATERIALS ARE SUBJECT TO APPROVAL BY THE D.P.W.
3. IRRIGATION METER AND ASSOCIATED APPURTENANCES SHALL BE INSTALLED OUTSIDE THE RIGHT-OF-WAY ON THE PROPERTY OWNER'S SIDE OF THE WATER SERVICE
4. BACKFLOW PREVENTOR SHALL BE PROVIDED AND SHALL BEAR ASSE SEAL AND COMPLY WITH CURRENT WDEC CROSS CONNECTION MANUAL.
5. ALL MATERIALS SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
6. DETAIL IS REPRESENTATIVE FOR A 2\"/>

830 Cottageview Dr., Ste. 201
P.O. Box 4015
Traverse City, MI 49685
Phone: 231-946-9310
www.manacps.com
info@manacps.com

Mansfield

Land Use Consultants

REV.	DATE	BY	CHK	DESC.
01	2/25/13	dm	mm	Original design
02	2/25/13	dm	mm	Rev. RUCS approval
03	2/25/13	dm	mm	Rev. Consultant Review/Approval
04	2/25/13	dm	mm	Rev. to public hearing
05	2/25/13	dm	mm	Rev. to submittal
06	2/25/13	dm	mm	Rev. multi-family layout
07	2/25/13	dm	mm	Rev. Backflow preventor
08	2/25/13	dm	mm	Rev. Final Submittal

Bay Area Transportation Authority
BATA HQ Transit-Oriented Development PUD
CIVIL DETAILS - WATER
Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

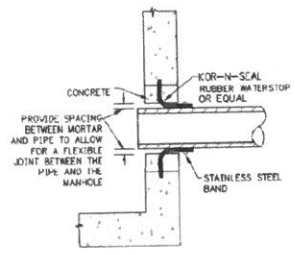
PUD SUBMITTAL

DATE	DM
SCALE	AS SHOWN
CHECKED	DM
DATE	07.13.20

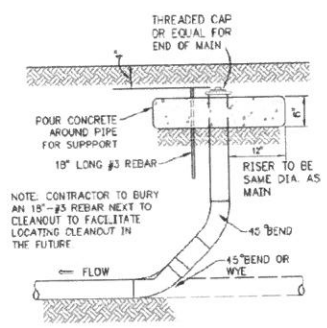
PROJECT NO.
20108

C1.3

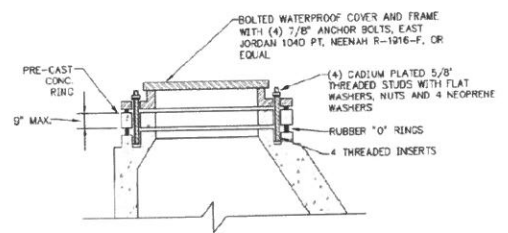
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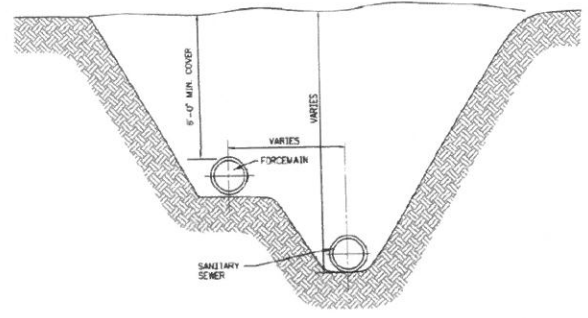
MANHOLE/WETWELL WATERSTOP DETAIL
NO SCALE



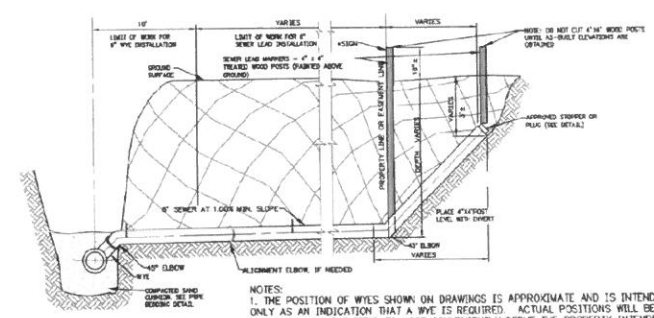
END CLEANOUT DETAIL
NO SCALE



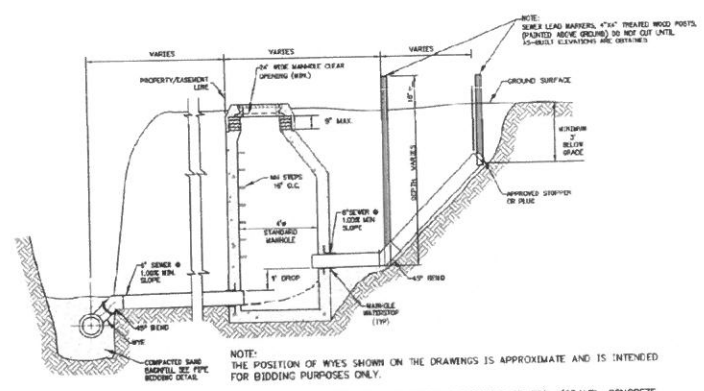
BOLTED MANHOLE COVER DETAIL
NO SCALE



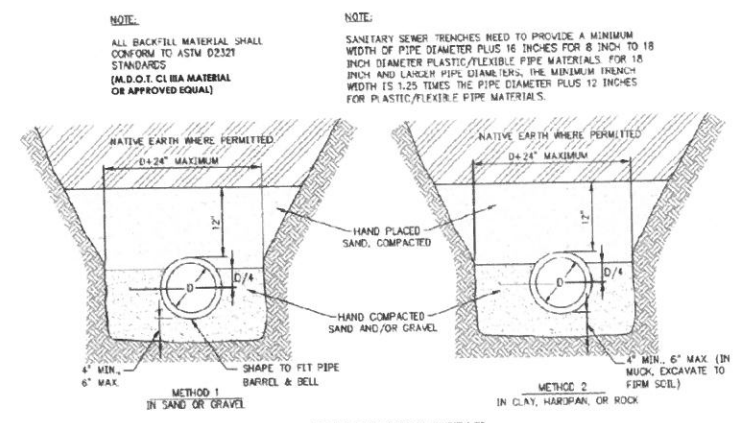
2 PIPE TRENCH DETAIL
NO SCALE



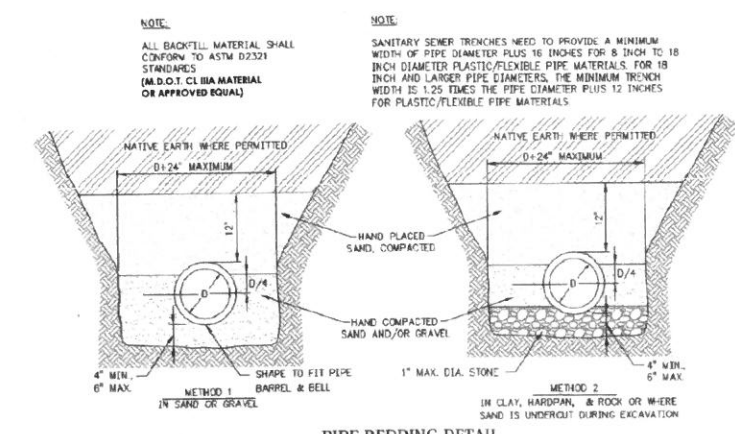
WYE AND SEWER LEAD INSTALLATION DETAIL
NO SCALE



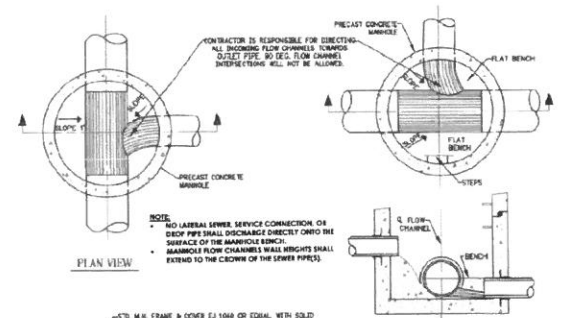
INDUSTRIAL/COMMERCIAL IPP SURVEILLANCE MANHOLE DETAIL
NO SCALE



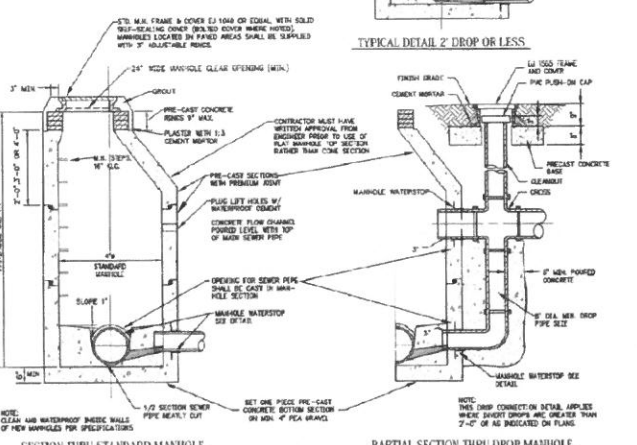
PIPE BEDDING DETAIL
(CLASS A) NO SCALE



PIPE BEDDING DETAIL
(CLASS B) NO SCALE



DETAIL - STANDARD MANHOLE
NO SCALE



NOTE:
ALL BACKFILL MATERIAL SHALL CONFORM TO ASTM D2321 STANDARDS (M.D.O.T. CL 88A MATERIAL OR APPROVED EQUAL).

NOTE:
SANITARY SEWER TRENCHES NEED TO PROVIDE A MINIMUM WIDTH OF PIPE DIAMETER PLUS 16 INCHES FOR 8 INCH TO 18 INCH DIAMETER PLASTIC/FLEXIBLE PIPE MATERIALS. FOR 18 INCH AND LARGER PIPE DIAMETERS, THE MINIMUM TRENCH WIDTH IS 1.25 TIMES THE PIPE DIAMETER PLUS 12 INCHES FOR PLASTIC/FLEXIBLE PIPE MATERIALS.

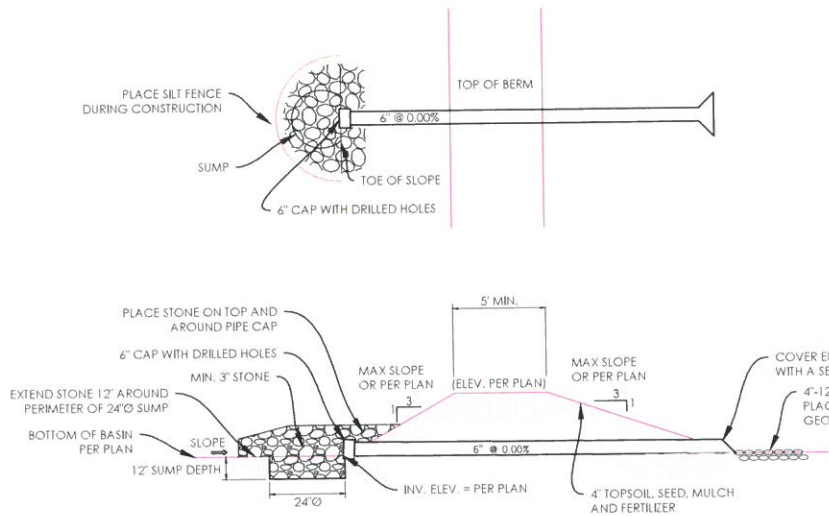
830 Cottageview Dr., Ste. 201
P.O. Box 4015
Traverse City, MI 49685
Phone: 231-946-9310
www.mansfield.com
info@mansfield.com

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Land Use Consultants

REV.	DATE	BY	CHK.	DESCRIPTION
01	2010-11-15	dm	mm	Original design
02	2012-10-15	dm	mm	Rev. PUD Submittal
03	2012-10-15	dm	mm	Rev. Final Review Submittal
04	2012-10-15	dm	mm	Rev. Final Review Submittal
05	2012-10-15	dm	mm	Rev. Final Review Submittal
06	2012-10-15	dm	mm	Rev. Final Review Submittal
07	2012-10-15	dm	mm	Rev. Final Review Submittal
08	2012-10-15	dm	mm	Rev. Final Review Submittal
09	2012-10-15	dm	mm	Rev. Final Review Submittal

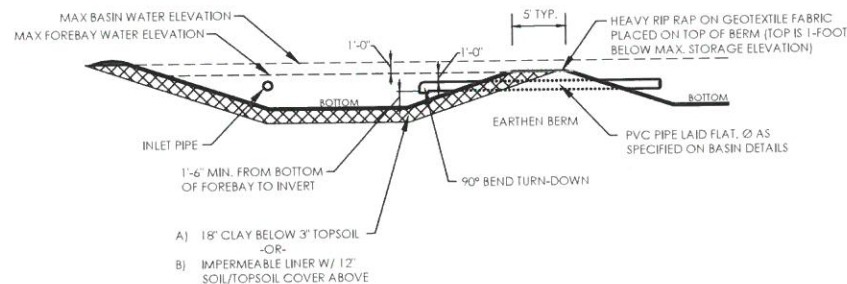
Bay Area Transportation Authority
BATA HQ Transit-Oriented Development PUD
CIVIL DETAILS - SANITARY
Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

PUD SUBMITTAL
DATE: 07.13.20
PROJECT NO: 20108
SCALE: C1.4



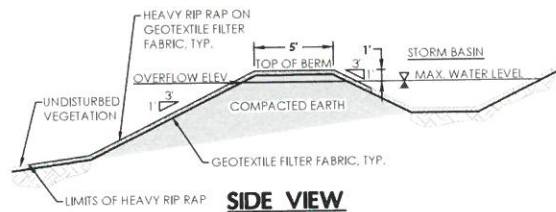
BASIN OUTLET DETAIL

NO SCALE



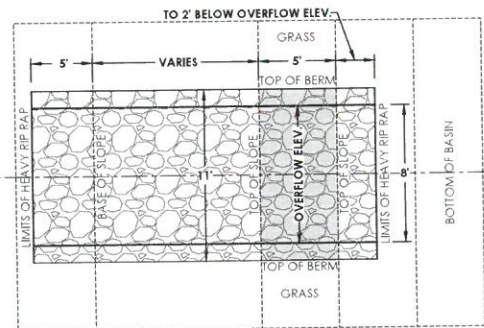
TREATMENT FOREBAY TYPICAL DETAIL

NO SCALE



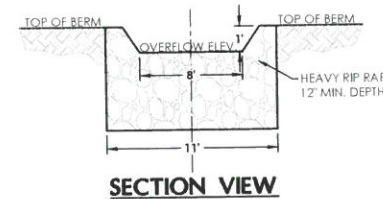
EMERGENCY OVERFLOW DETAIL

NO SCALE



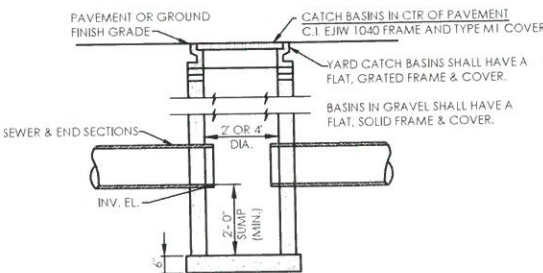
CMP FLARED END SECTION DETAIL

NO SCALE



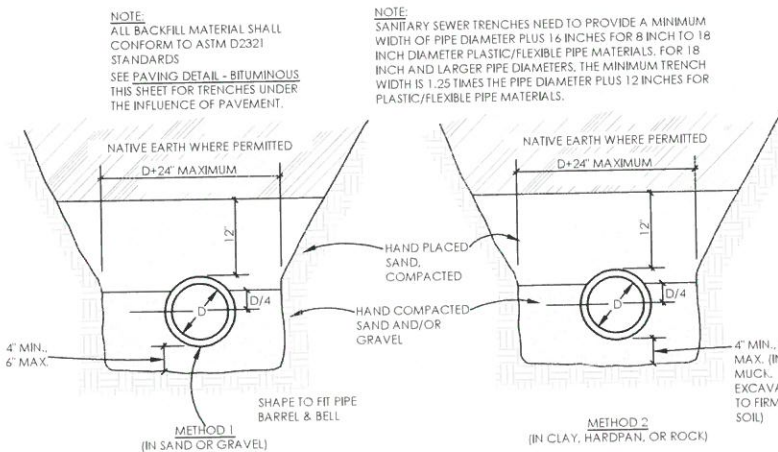
4 FT. DIA. STORM MANHOLE DETAIL

NO SCALE



2 OR 4 FT. DIA. CATCH BASIN DETAIL

NO SCALE

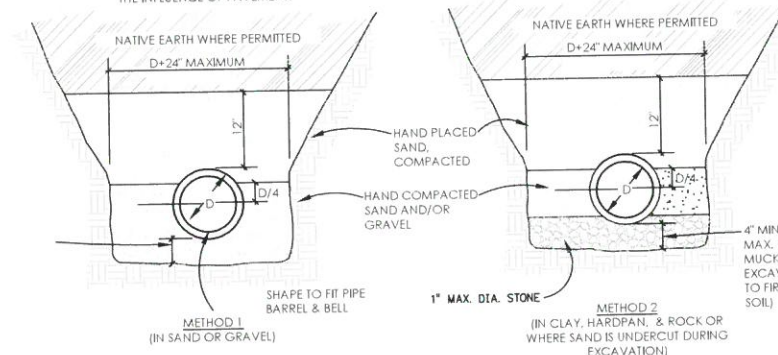


PIPE BEDDING - CLASS A DETAIL

NO SCALE

NOTE: ALL BACKFILL MATERIAL SHALL CONFORM TO ASTM D2321 STANDARDS. SEE PAVING DETAIL - BITUMINOUS THIS SHEET FOR TRENCHES UNDER THE INFLUENCE OF PAVEMENT.

NOTE: SANITARY SEWER TRENCHES NEED TO PROVIDE A MINIMUM WIDTH OF PIPE DIAMETER PLUS 16 INCHES FOR 8 INCH TO 18 INCH DIAMETER PLASTIC/FLEXIBLE PIPE MATERIALS. FOR 18 INCH AND LARGER PIPE DIAMETERS, THE MINIMUM TRENCH WIDTH IS 1.25 TIMES THE PIPE DIAMETER PLUS 12 INCHES FOR PLASTIC/FLEXIBLE PIPE MATERIALS.

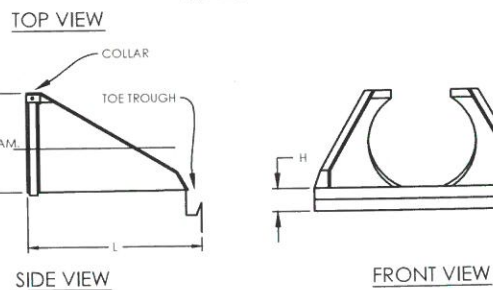


PIPE BEDDING - CLASS B DETAIL

NO SCALE

DIMENSIONS

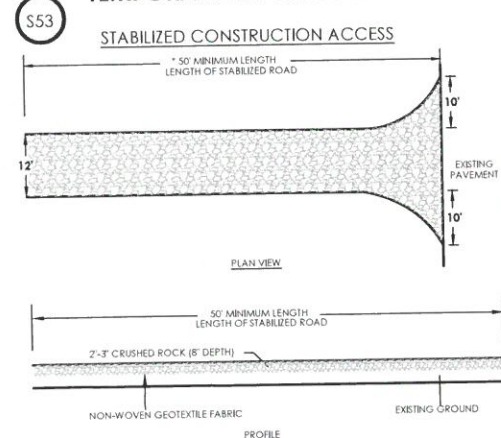
DIAM.	W	L	H
12"	24"	21"	6"
15"	30"	26"	6"
18"	36"	31"	6"
24"	48"	41"	6"
30"	60"	51"	8"



EMERGENCY OVERFLOW DETAIL

NO SCALE

TEMPORARY ACCESS DETAIL



STABILIZED CONSTRUCTION ACCESS SPECIFICATIONS

- WHEN**
- CONSTRUCTION TRAFFIC IS EXPECTED TO LEAVE A CONSTRUCTION SITE.
 - STABILIZATION OF INTERIOR CONSTRUCTION ROADS IS DESIRED.
- WHY**
- TO MINIMIZE TRACKING OF SEDIMENT ONTO PUBLIC ROADWAYS AND TO MINIMIZE DISTURBANCE OF VEGETATION.
- WHERE**
- STABILIZED CONSTRUCTION ENTRANCES SHALL BE LOCATED AT EVERY POINT WHERE CONSTRUCTION TRAFFIC ENTERS OR LEAVES A CONSTRUCTION SITE. VEHICLES LEAVING THE SITE MUST BE ROUTED OVER THE ROCK INGRESS/EGRESS CORRIDOR.
- HOW**
- STABILIZED CONSTRUCTION ACCESS ROAD SHOULD BE ESTABLISHED AT THE ONSET OF THE CONSTRUCTION ACTIVITIES AND MAINTAINED IN PLACE FOR THE DURATION OF THE CONSTRUCTION PROJECT.
 - INSTALLATION OF THIS PRACTICE SHOULD BE THE RESPONSIBILITY OF THE SITE CLEARING OR EXCAVATING CONTRACTOR.
 - ACCESS LOCATION SHOULD BE CLEARED OF WOODY VEGETATION.
 - NON-WOVEN GEOTEXTILE FABRIC SHALL BE PLACED OVER THE EXISTING GROUND PRIOR TO PLACING STONE.
 - ACCESS SIZE SHOULD BE A MINIMUM OF 50' (30' FOR SINGLE RESIDENCE LOT).
 - ACCESS WIDTH SHOULD BE 12' MINIMUM, FLARED AT THE EXISTING ROAD TO PROVIDE A TURNING RADIUS.
 - CRUSHED AGGREGATE (2' TO 3'), OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT, SHALL BE PLACED AT LEAST 8" DEEP OVER THE LENGTH AND WIDTH OF THE INGRESS/EGRESS CORRIDOR.
- MAINTENANCE**
- PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN EVENT.
 - STABILIZED ENTRANCES SHALL BE REPAIRED AND ROCK ADDED AS NECESSARY.
 - SEDIMENT DEPOSITED ON PUBLIC RIGHTS-OF-WAY SHALL BE REMOVED IMMEDIATELY AND RETURNED TO THE CONSTRUCTION SITE. REMOVE ACCUMULATED SEDIMENT IN THE SUMPS AND MAINTAIN SWEEPED ROADS.
 - IF SOILS ARE SUCH THAT WASHING OF TIRES IS REQUIRED, IT SHALL BE DONE IN A WASH RACK AREA, STABILIZED WITH STONE, IMMEDIATELY PRIOR TO THE CONSTRUCTION ACCESS STABILIZED CORRIDOR.
 - AT THE PROJECT COMPLETION, ROCK ACCESS ROAD SHOULD BE REMOVED AND DISPOSED OF UNLESS UTILIZED AS SUBGRADE FOR FINAL ROAD.
- LIMITATIONS**
- EFFECTIVENESS LIMITED, SEDIMENT MAY BE TRACKED ONTO ROADS REQUIRING ADDITIONAL ACTION.

830 Cottageview Dr., Ste. 201
P.O. Box 4015
Traverse City, MI 49685
Phone: 231-946-9310
www.maape.com
info@maape.com

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or
Land Use Consultants

REV	DATE	BY	CHK	DESC
01	2020-11-13	dm	dm	Original design
02	2020-12-10	dm	dm	Per PUD Submittal
03	2021-02-28	dm	dm	Per PUD Submittal
04	2021-02-28	dm	dm	Per PUD Submittal
05	2021-02-28	dm	dm	Per PUD Submittal
06	2021-02-28	dm	dm	Per PUD Submittal
07	2021-02-28	dm	dm	Per PUD Submittal
08	2021-02-28	dm	dm	Per PUD Submittal
09	2021-02-28	dm	dm	Per PUD Submittal
10	2021-02-28	dm	dm	Per PUD Submittal

Bay Area Transportation Authority
BATA HQ Transit-Oriented Development PUD
CIVIL DETAILS - STORM

Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

PUD SUBMITTAL

20108

C1.5

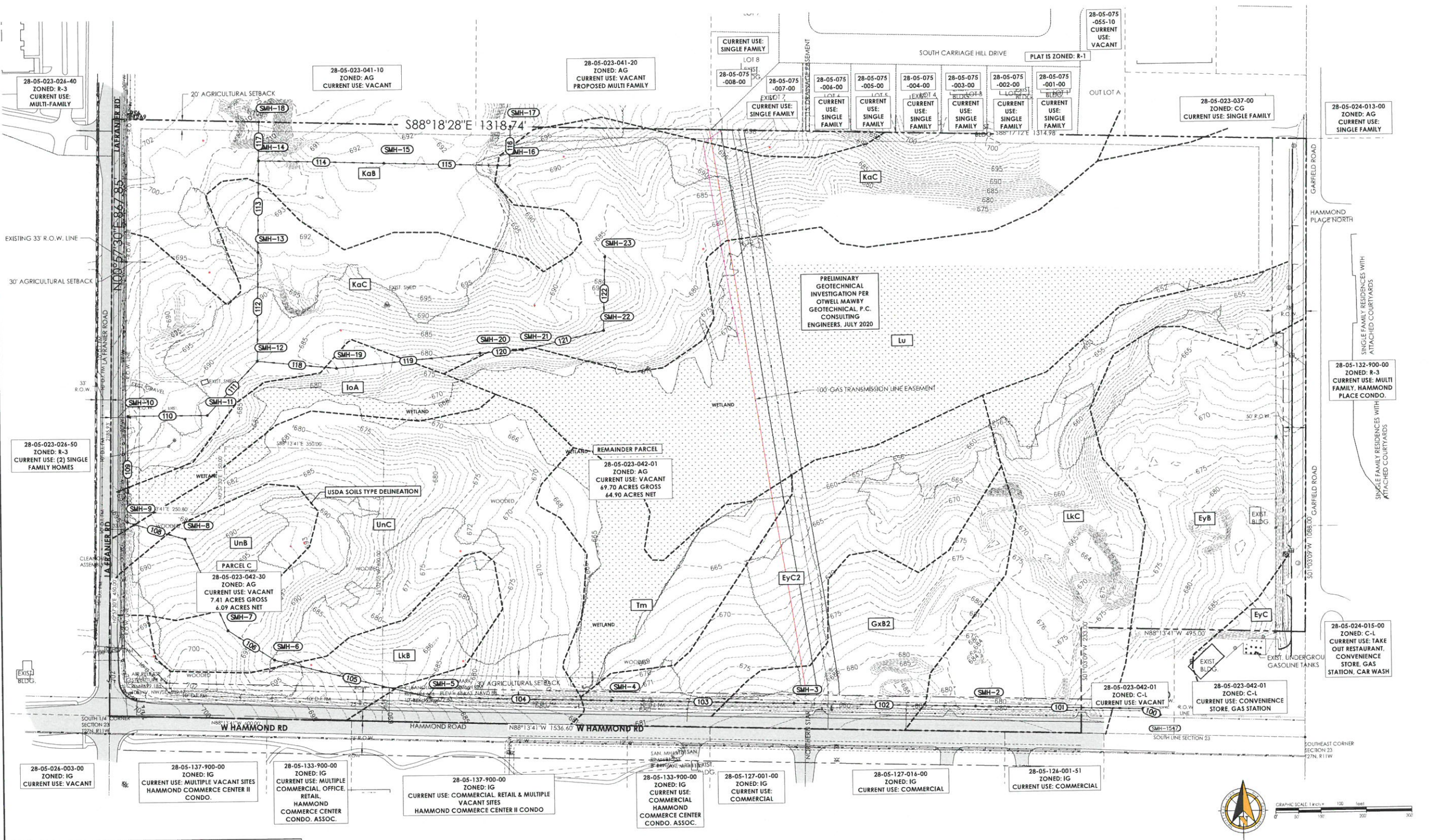
REV	DATE	BY	CHK	DESCRIPTION
01	04/02/21	dm	dm	Original design
02	05/12/21	dm	dm	Typ. PUD Submittal
03	05/25/21	dm	dm	Two. Compliance Review Submittal
04	04/26/21	dm	dm	pub to public meeting
05	01/20/21	dm	dm	pub to public meeting
06	01/24/21	dm	dm	Revised multi-family layout
07	01/24/21	dm	dm	Final. Board Submittal
08	01/26/21	dm	dm	Final. PUD Submittal

Bay Area Transportation Authority
 BATA HQ Transit-Oriented Development PUD
 OVERALL EXISTING CONDITIONS PLAN
 Section 23, Town 27 North, Range 11 West
 Garfield Township, Grand Traverse County, Michigan

PUD SUBMITTAL

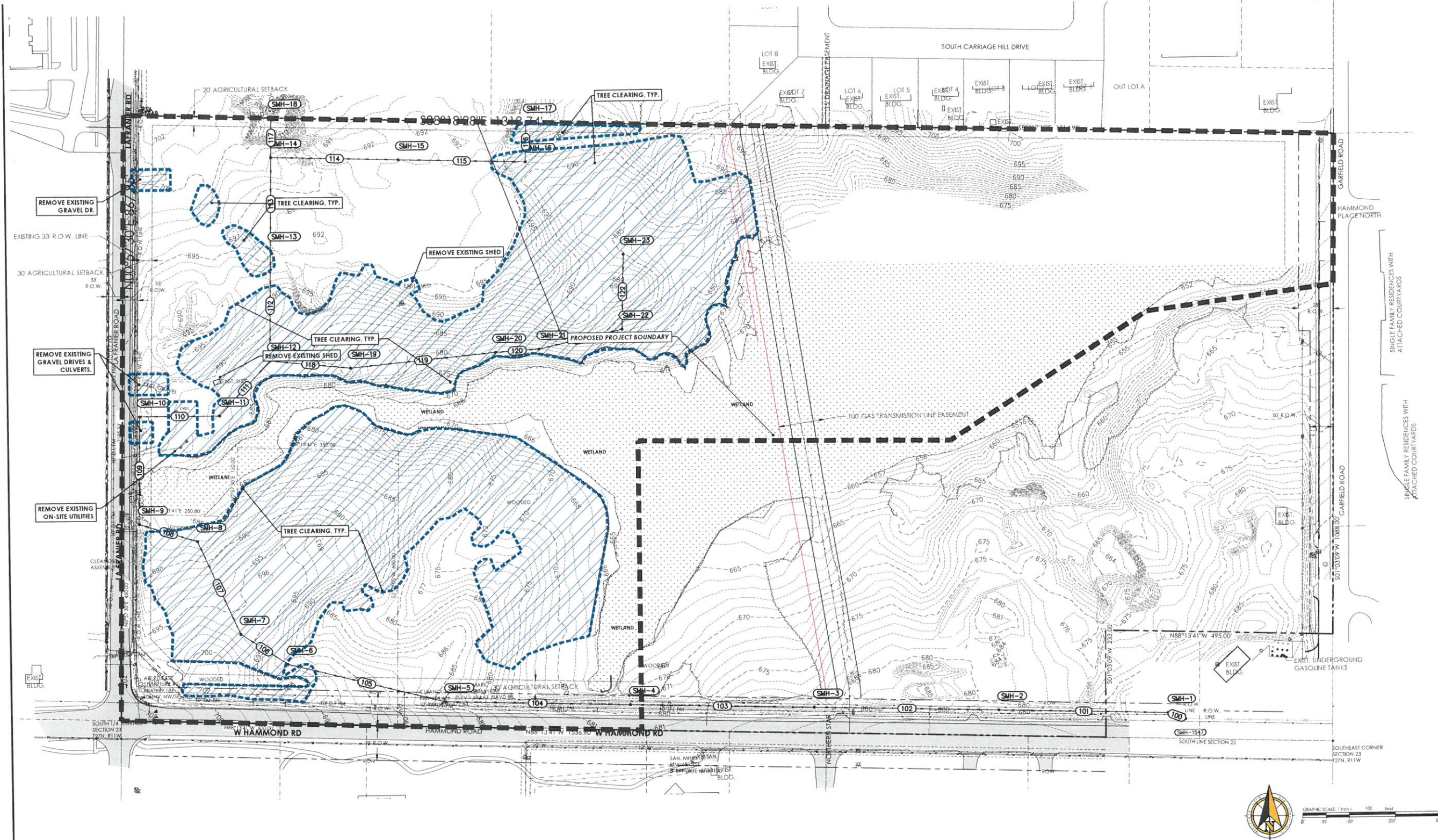
20108

C2.0



GRAND TRAVERSE COUNTY SOILS MAP LEGEND (M1055)

Map Unit Symbol	Map Unit Name	Soil Description	Soil Description	Soil Description	Soil Description	Soil Description	Soil Description			
EyB	Emmet sandy loam, 2 to 4% slopes	Depth to restrictive layer: More than 80 inches Natural Drainage Class: Somewhat excessively drained Runoff Class: Very Low Infiltration: 0.57 to 1.98 in/hr Depth to Water Table: More than 80 inches	GxB2	Guelph-Nester loams, 2 to 6% slopes, moderately eroded Depth to restrictive layer: More than 80 inches Natural Drainage Class: Well drained Runoff Class: Medium Infiltration: 0.20 to 0.57 in/hr Depth to Water Table: More than 80 inches	KaC	Kalkaska loamy sand, 6 to 12% slopes Depth to restrictive layer: More than 80 inches Natural Drainage Class: Somewhat excessively drained Runoff Class: Very Low Infiltration: 5.95 to 19.98 in/hr Depth to Water Table: More than 80 inches	Lu	Carlisle muck, 0 to 2% slopes, cool Depth to restrictive layer: More than 80 inches Natural Drainage Class: Very poorly drained Runoff Class: Negligible Infiltration: 0.14 to 14.17 in/hr Depth to Water Table: About 0 inches	Tm	Tonkey mucky sandy loam, 0 to 2% slopes Depth to restrictive layer: More than 80 inches Natural Drainage Class: Very poorly drained Runoff Class: Very low Infiltration: 1.98 to 5.95 in/hr Depth to Water Table: About 0 inches
EyC	Emmet sandy loam, 6 to 12% slopes	Depth to restrictive layer: More than 80 inches Natural Drainage Class: Well drained Runoff Class: Low Infiltration: 0.57 to 1.98 in/hr Depth to Water Table: More than 80 inches	IoA	Iosco-Ogemaw Loamy Sands, 0 to 2% slopes Depth to restrictive layer: More than 80 inches Natural Drainage Class: Somewhat poorly drained Runoff Class: Low Infiltration: 0.20 to 0.57 in/hr Depth to Water Table: About 6 to 18 inches	LkB	Lelandau-Kalkaska loamy sands, 2 to 6% slopes Depth to restrictive layer: More than 80 inches Natural Drainage Class: Well drained Runoff Class: Negligible Infiltration: 1.98 to 5.95 in/hr Depth to Water Table: More than 80 inches	RCA	Richter loams, 0 to 7% slopes, overwash Depth to restrictive layer: More than 80 inches Natural Drainage Class: Somewhat poorly drained Runoff Class: Low Infiltration: 0.57 to 1.98 in/hr Depth to Water Table: About 6 to 18 inches	UnB	Ulby-Nester complex, 2 to 6% slopes Depth to restrictive layer: More than 80 inches Natural Drainage Class: Well drained Runoff Class: Low Infiltration: 0.20 to 0.57 in/hr Depth to Water Table: More than 80 inches
EyC2	Emmet sandy loam, 6 to 12% slopes, moderately eroded	Depth to restrictive layer: More than 80 inches Natural Drainage Class: Well drained Runoff Class: Low Infiltration: 0.57 to 1.98 in/hr Depth to Water Table: More than 80 inches	KaB	Kalkaska loamy sand, 2 to 6% slopes Depth to restrictive layer: More than 80 inches Natural Drainage Class: Somewhat excessively drained Runoff Class: Negligible Infiltration: 5.95 to 19.98 in/hr Depth to Water Table: More than 80 inches	LkC	Lelandau-Kalkaska loamy sands, 6 to 12% slopes Depth to restrictive layer: More than 80 inches Natural Drainage Class: Well drained Runoff Class: Very Low Infiltration: 1.98 to 5.95 in/hr Depth to Water Table: More than 80 inches	Ru	Roscommon mucky loamy sand Depth to restrictive layer: More than 80 inches Natural Drainage Class: Poorly drained Runoff Class: Negligible Infiltration: 5.95 to 19.98 in/hr Depth to Water Table: About 0 inches	UnC	Ulby-Nester complex, 6 to 12% slopes Depth to restrictive layer: More than 80 inches Natural Drainage Class: Well drained Runoff Class: Medium Infiltration: 0.20 to 0.57 in/hr Depth to Water Table: More than 80 inches



ENVIRONMENTAL ASSESSMENT NOTE:
 EXPOSURES TO THE IMPACTED SOILS WILL BE CONSIDERED IN THE ENVIRONMENTAL PLANNING FOR THE SITE. SOILS IMPACTED WITH RESIDUAL AGROCHEMICALS IN THE HISTORIC ORCHARD AREA WILL BE MANAGED IN THAT AREA THROUGH THE DEVELOPMENT OF THE PROJECT GRADING PLAN. THE PROJECT GRADING PLAN WILL BE DEVELOPED SUCH THAT SOILS IN THE ORCHARD AREA REMAIN IN THAT AREA. POTENTIAL UNACCEPTABLE EXPOSURES TO THE SOILS WILL BE MANAGED OR MITIGATED BY COVERING THE SOILS WITH UNIMPACTED TOPSOIL AND VEGETATION OR COVERING WITH HARD SURFACE PARKING, DRIVEWAY OR BUILDINGS. ANY EXCESS SOILS IN THIS AREA WILL BE CHARACTERIZED AND DISPOSED OF AT A LICENSED FACILITY. IT IS ALSO POSSIBLE THAT SITE SPECIFIC EXPOSURE CRITERIA FOR THE SPECIFIC FUTURE USE IN THIS AREA CAN BE DEVELOPED WHICH WILL DEMONSTRATE ACCEPTABLE EXPOSURE FOR FUTURE USES. - ROGER MAWBY OTWELL MAWBY, P.C. CONSULTING ENGINEERS, TRAVERSE CITY, MI

830 Cottageview Dr., Ste. 201
 P.O. Box 4015
 Traverse City, MI 49685
 Phone: 231-946-9310
 www.mansfield.com
 info@mansfield.com

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Land Use Consultants

REV.	DATE	BY	CHK.	DESCRIPTION
01	10/24/13	dm	mm	Original design
02	10/24/13	dm	mm	Final PUD Submittal
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04	11/01/13	dm	mm	Final PUD Submittal
05	11/01/13	dm	mm	Final PUD Submittal
06	11/01/13	dm	mm	Final PUD Submittal
07	11/01/13	dm	mm	Final PUD Submittal
08	11/01/13	dm	mm	Final PUD Submittal

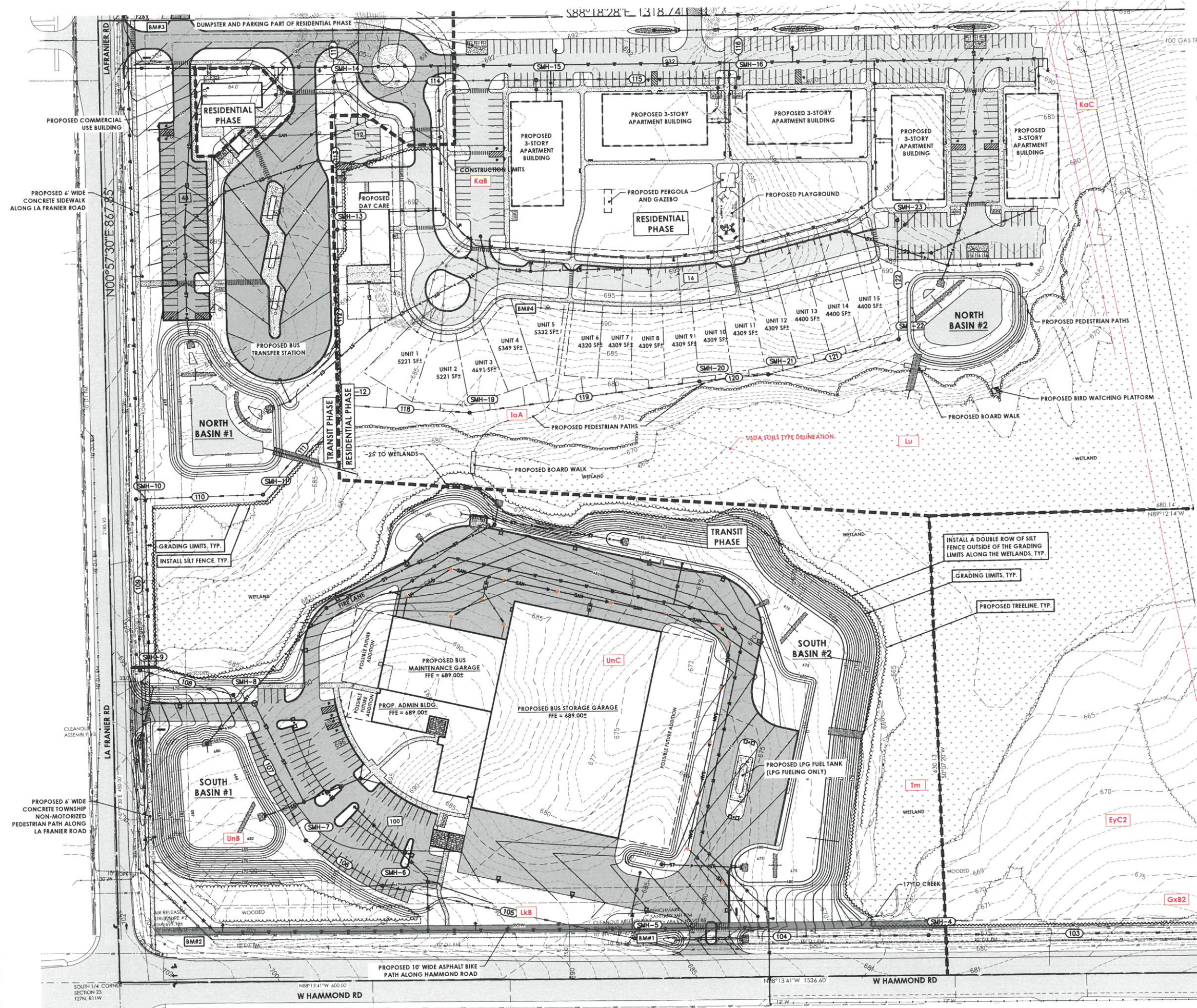
Bay Area Transportation Authority
BATA HQ Transit-Oriented Development PUD
DEMOLITION PLAN
 Section 23, Town 27 North, Range 11 West
 Garfield Township, Grand Traverse County, Michigan

PUD SUBMITTAL

DATE: 07/13/20

20108

C2.1

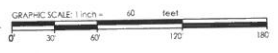


BM#1: ELEV = 684.43 (NAVD 88)	EXIST. SAN. CLEANOUT MH RIM
BM#2: ELEV = 731.65 (NAVD 88)	EXIST. SAN. AIR RELEASE MH RIM
BM#3: ELEV = 701.95 (NAVD 88)	EXIST. WATER VALVE #1249
BM#4: ELEV = 671.35 (NAVD 88)	BENCH TIE IN 10" OAK

CONSTRUCTION NOTES:

- SILT FENCE SHALL BE INSTALLED BEFORE THE CONSTRUCTION BEGINS AND SHALL BE MAINTAINED THROUGHOUT THE PROJECT DURATION UNTIL PERMANENT VEGETATION IS ESTABLISHED AND THE SITE IS STABILIZED. THE CONTRACTOR MUST REMOVE THE SILT FENCE UPON COMPLETION.
- ALL STUMPS AND UNDERGROUND ORGANIC MATERIAL SHALL BE COMPLETELY REMOVED WITH AN EXCAVATOR AND HAULED OFF THE SITE. NOTHING SHALL BE BURIED ON SITE.
- THE CONTRACTOR WILL OBTAIN A TEMPORARY ACCESS PERMIT FOR ACCESS ONTO PINE STREET. IF REQUIRED, THE TEMPORARY CONSTRUCTION ACCESS SHALL BE MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION.
- ANY REQUIRED STOCKPILES SHALL BE LOCATED INTERNALLY, AWAY FROM EXISTING WETLANDS AND/OR WATER COURSES. DORMANT STOCKPILES SHALL BE SEED TO PREVENT SEDIMENTATION AND AIRBORNE EROSION.
- STORM WATER SHALL BE CONTROLLED ON-SITE DURING THE CONSTRUCTION PRIOR TO THE ESTABLISHMENT OF THE PERMANENT UNDERGROUND INFILTRATION AREA. TEMPORARY SEDIMENT/STORAGE BASINS MAY BE REQUIRED DURING CONSTRUCTION STAGING IN ORDER TO INSURE THAT STORM WATER REMAINS ON SITE.
- ALL CONSTRUCTION SHALL MEET THE REQUIREMENTS OF THE APPROVED S.E.S.C. PERMIT FROM THE CITY OF TRAVERSE CITY & ANY SPECIAL CONDITIONS OF THE MIDDLE FLOODPLAIN PERMIT.
- SPECIAL CARE, MAINTENANCE AND ATTENTION SHOULD BE TAKEN TO PREVENT MATERIAL MOVEMENT INTO THE BOARDMAN RIVER AND ADJACENT PROPERTIES.
- SLOPES 3:1 OR STEEPER SHALL BE RESTORED WITH MULCH BLANKET.
- THE CONTRACTOR SHALL USE WATER OR DUST PALLIATIVE TO CONTROL DUST ON AND ADJACENT TO THE PROJECT SITE. MAINTAIN W. FRONT & PINE STREETS BY REGULAR SWEEPING, AS NECESSARY UNTIL THE SITE IS PERMANENTLY STABILIZED.

SS = SILTSACK CATCH BASIN SEDIMENT TRAP OR APPROVED EQUAL



DISTURBED AREA ESTIMATE:

NORTH SITE = -5.08 AC.
 SOUTH SITE = -11.80 AC.
 TOTAL SITE = -16.88 AC.

CONSTRUCTION SCHEDULE NARRATIVE:

TO	FROM	MEASURE
///	///	INSTALL TEMPORARY S.E.S.C. MEASURES
///	///	CLEARING & GRUBBING
///	///	STORM BASINS & PERMANENT MEASURES
///	///	SITE EXCAVATION & GRADING
///	///	FOOTING & BUILDING CONSTRUCTION
///	///	UNDERGROUND UTILITIES
///	///	HMA & CONCRETE PAVEMENTS
///	///	TREES & LANDSCAPING, IRRIGATION
///	///	FINAL GRADING & RESTORATION
///	///	SITE CLEANUP, PAVEMENT MARKINGS, SIGNS
///	///	REMOVE TEMPORARY S.E.S.C. MEASURES

* TO BE COMPLETED BY THE CONTRACTOR & OWNER. SCHEDULE IS SUBJECT TO CHANGE BASED ON PERMIT APPROVALS, MATERIAL AVAILABILITY, ETC.

830 Congress Dr., Ste. 201
 P.O. Box 4615
 Traverse City, MI 99685
 Phone: 231-946-9310
 www.mansfield.com
 info@mansfield.com

Mansfield
 Land Use Consultants

Bay Area Transportation Authority
 BATA HQ Transit-Oriented Development PUD
 SOIL EROSION & SEDIMENTATION CONTROL PLAN

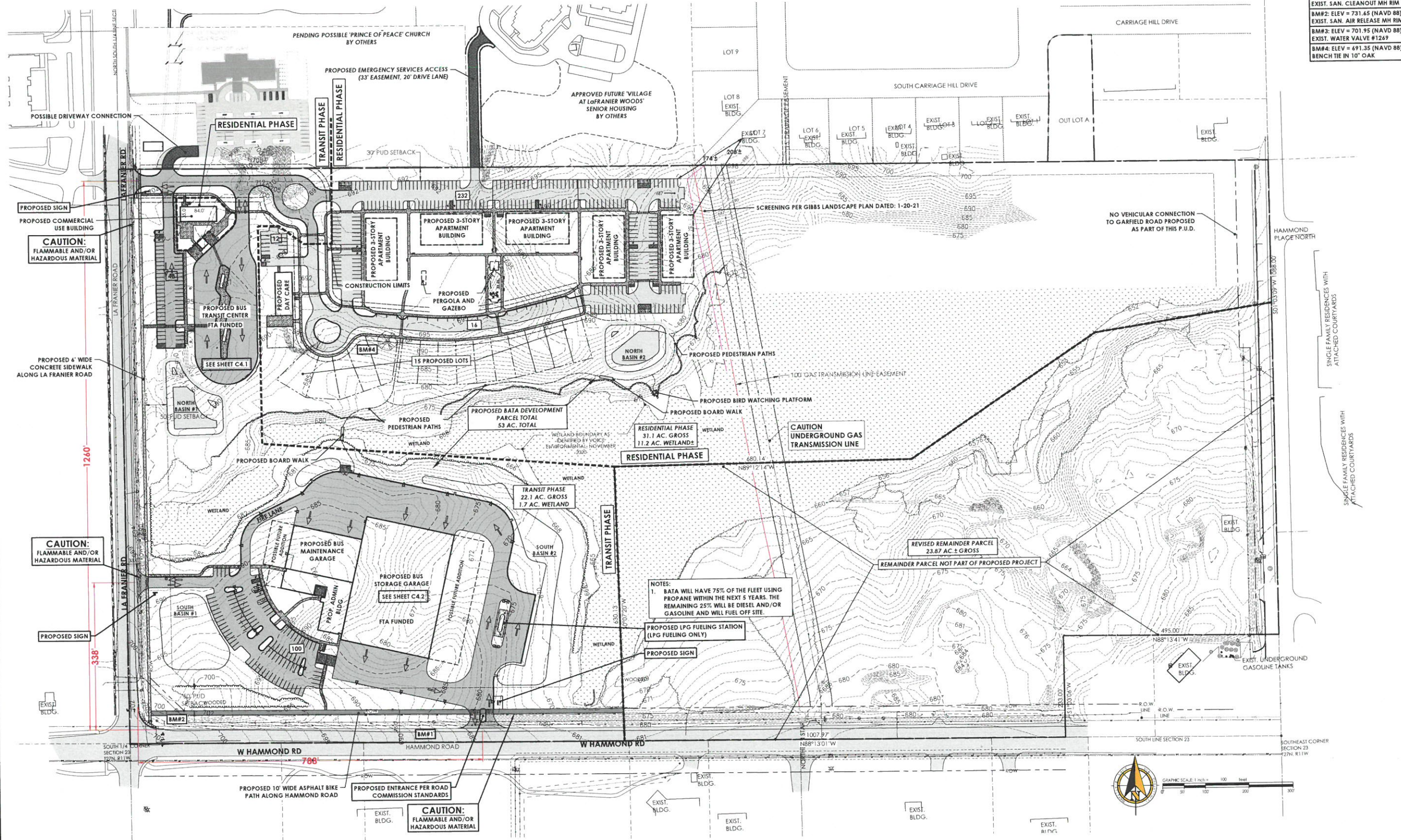
PUD SUBMITTAL

DATE: 07.13.20
 DRAWN BY: [Name]
 CHECKED BY: [Name]

20108

C3.0

Section 23, Town 27 North, Range 11 West
 Garfield Township, Grand Traverse County, Michigan



BM#1: ELEV = 684.43 (NAVD 88)
 EXIST. SAN. CLEANOUT MH RIM
 BM#2: ELEV = 731.65 (NAVD 88)
 EXIST. SAN. AIR RELEASE MH RIM
 BM#3: ELEV = 701.95 (NAVD 88)
 EXIST. WATER VALVE #1269
 BM#4: ELEV = 491.35 (NAVD 88)
 BENCH TIE IN 10" OAK

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 Traverse City, MI 49685
 Phone: 231-946-9310
 www.mansfield.com
 info@mansfield.com

Mansfield

Land Use Consultants

REV.	DATE	BY	CHK.	DESCRIPTION
01	10/20/21	dm	dm	Original design
02	10/21/21	dm	dm	Per PUD's approval
03	10/22/21	dm	dm	Per City's approval
04	10/22/21	dm	dm	Per City's approval
05	11/02/21	dm	dm	Per City's approval
06	11/02/21	dm	dm	Per City's approval
07	11/02/21	dm	dm	Per City's approval
08	11/02/21	dm	dm	Per City's approval

Bay Area Transportation Authority
 BATA HQ Transit-Oriented Development PUD
OVERALL SITE PLAN
 Section 23, Town 27 North, Range 11 West
 Garfield Township, Grand Traverse County, Michigan

PUD SUBMITTAL
 20108
 C4.0

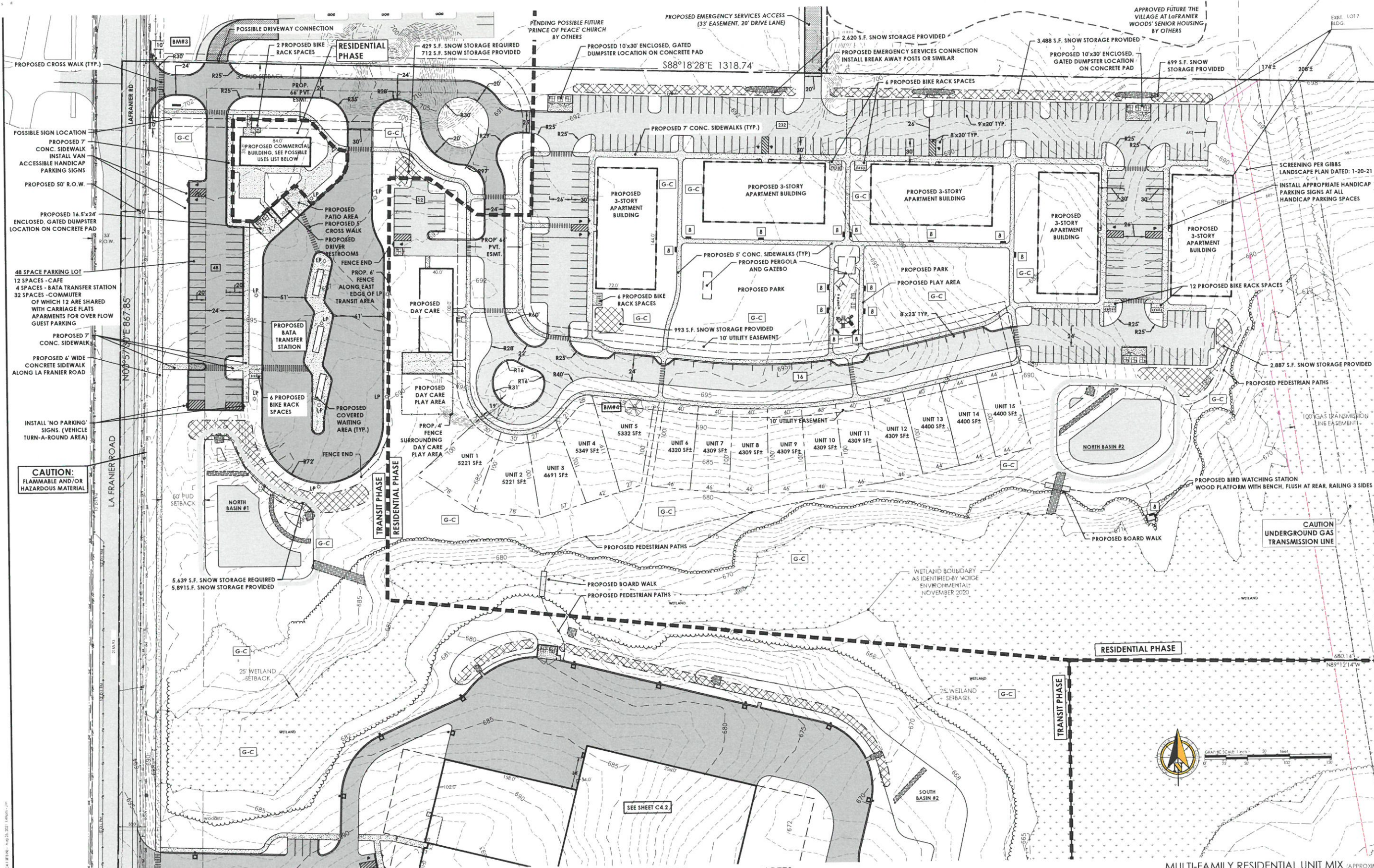
NOTES:
 1. BATA WILL HAVE 75% OF THE FLEET USING PROPANE WITHIN THE NEXT 5 YEARS. THE REMAINING 25% WILL BE DIESEL AND/OR GASOLINE AND WILL FUEL OFF SITE.

CAUTION:
 FLAMMABLE AND/OR
 HAZARDOUS MATERIAL

CAUTION:
 FLAMMABLE AND/OR
 HAZARDOUS MATERIAL

CAUTION
 UNDERGROUND GAS
 TRANSMISSION LINE

CAUTION:
 FLAMMABLE AND/OR
 HAZARDOUS MATERIAL



- BATA/TCHC PUD CAFÉ/COMMERCIAL BUILDING - LIST OF PERMITTED USES (UPDATED 4-5-2021)**
- FINANCIAL INSTITUTION, WITHOUT DRIVE-THROUGH
 - MEDICAL OFFICE, CLINIC
 - OFFICE
 - CAFÉ, WITHOUT DRIVE-THROUGH
 - AN ESTABLISHMENT WHERE FOOD AND DRINKS ARE PREPARED, SERVED, AND CONSUMED, MOSTLY WITHIN THE PRINCIPAL BUILDING SUCH AS LUNCH COUNTERS, DAIRY BARS, COFFEE SHOPS, AND OTHER SIMILAR ESTABLISHMENTS.
 - RETAIL, LOW VOLUME
 - THE SALE OR RENTAL OF GOODS OR MERCHANDISE, INCLUDING THE RENDERING OF SERVICES INCIDENTAL TO THE SALE OF SUCH GOODS, TAKING PLACE IN A BUILDING OF LESS THAN FIVE THOUSAND (5,000) SQUARE FEET. LOW VOLUME RETAIL PRIMARILY SERVES RESIDENTS OF THE SURROUNDING NEIGHBORHOOD.
 - SERVICE ESTABLISHMENT, PERSONAL
 - ESTABLISHMENTS PRIMARILY ENGAGED IN PROVIDING SERVICES INVOLVING THE CARE OF A PERSON OR THEIR GOODS SUCH AS BEAUTY SHOPS, BARBER SHOPS, LAUNDRY FACILITY, JEWELRY REPAIR SHOPS, DRY CLEANING ESTABLISHMENT (PICKUP ONLY), AND SHOE REPAIR, EXCLUDING THE PROCESSING OF PHYSICAL MATERIALS.

BATA TRANSFER STATION:
 BATA INTENDS TO CONTINUE TO SERVE INDIAN TRAILS INTERCITY BUS RIDERS VIA ITS HALL STREET TRANSFER STATION, BUS SERVICE AT THE PROPOSED LAFRANIER TRANSFER STATION IS INTENDED FOR PRIMARILY BATA BUS SERVICES, BUT THE APPLICANT DOES NOT WISH TO LIMIT ANY FUTURE ADDITIONAL REGIONAL TRANSPORTATION OPPORTUNITIES SUCH AS EMPLOYER SHUTTLE BUSES ETC.

- NOTES:**
- ANY PROPOSED SIGNS SHALL BE SET BACK A MIN. OF 10' FROM ALL R.O.W. LINES. MEET ALL GARFIELD TOWNSHIP SIGN STANDARDS AND BE APPROVED THROUGH THE SIGN PERMITTING PROCESS.
 - BICYCLE PARKING SPACES FOR APARTMENT BUILDINGS WAS CALCULATED BASED UPON REQUIRED PARKING SPACES PER BUILDING.
 - BICYCLE PARKING SPACES FOR PROPOSED COMMERCIAL USE BUILDING IN RESIDENTIAL PHASE WAS CALCULATED USING OFFICE USE PARKING AT 1 SPACE PER 200 S.F.
 - ALL BIKE RACKS TO MEET GARFIELD TOWNSHIP SPECIFICATIONS.
 - UNLESS OTHERWISE NOTED, ALL SIDEWALKS ABUTTING PARKING SPACES ARE TO BE 7' IN WIDTH AND ALL OTHER SIDEWALKS ARE TO BE 5' IN WIDTH.
 - ALL AREAS NOT OCCUPIED BY ROADS, PARKING LOTS, DRIVE LANES, RESIDENTIAL OR COMMERCIAL BUILDINGS, PRIVATE RESIDENTIAL LOTS, DUMPSTERS, FUEL TANKS OR SIMILAR, ARE TO BE CONSIDERED AS GENERAL COMMONS USE AREAS. AREAS LABELED ARE G-C ON SITE PLAN AREA SHOWN TO REPRESENT TYPICAL GENERAL COMMONS USE AREAS AN MAY NOT INCLUDE ALL GENERAL COMMONS USE AREAS.

MULTI-FAMILY RESIDENTIAL UNIT MIX (APPROXIMATE)

48%	100	STUDIOS (1400SF)
33%	70	ONE-BEDROOM (600SF)
19%	40	TWO-BEDROOM (800SF)
100%	210	TOTAL UNITS



830 Cottageview Dr., Ste. 201
 P.O. Box 4015
 Traverse City, MI 49685
 Phone: 231-946-9310
 www.mansfield.com
 info@mansfield.com

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 Land Use Consultants

REV.	DATE	DESCRIPTION	BY	CHK
01	2020.11.13	dmn	dmn	dmn
02	2020.11.10	dmn	dmn	dmn
03	2020.11.26	dmn	dmn	dmn
04	21.01.25	dmn	dmn	dmn
05	21.02.20	dmn	dmn	dmn
06	21.04.21	dmn	dmn	dmn
07	21.05.25	dmn	dmn	dmn
08	21.05.25	dmn	dmn	dmn

Bay Area Transportation Authority
 BATA HQ Transit-Oriented Development PUD
SITE & DIMENSION PLAN - NORTH
 Section 23, Town 27 North, Range 11 West
 Garfield Township, Grand Traverse County, Michigan

PUD SUBMITTAL

20108

C4.1

Mansfield

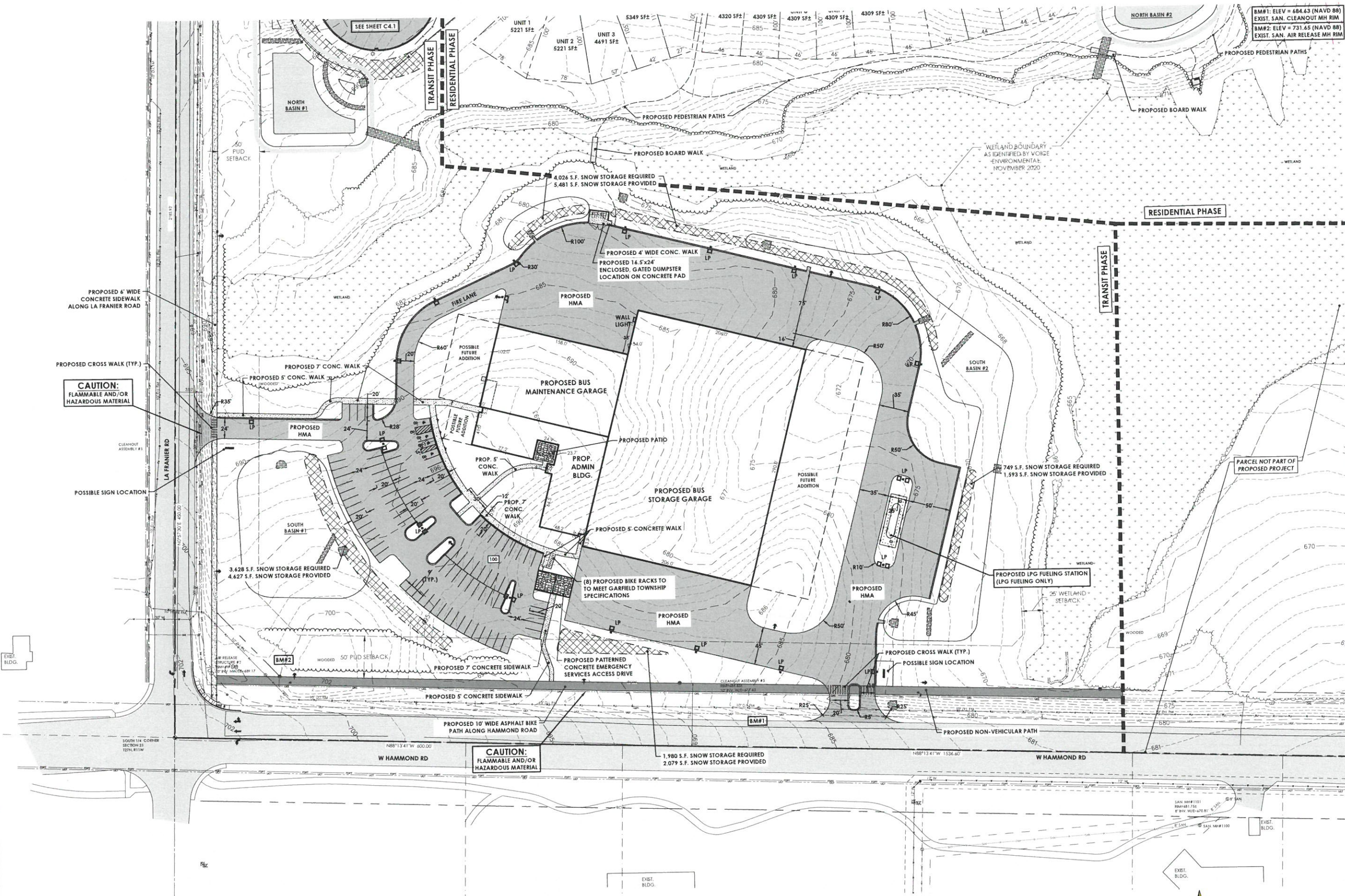
Land Use Consultants

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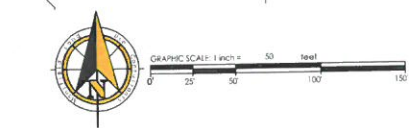
REV	DATE	DESCRIPTION
01	04/07/21	Original design
02	04/20/21	dim rev: PUD Submittal
03	04/20/21	dim rev: PUD Submittal
04	04/21/21	dim rev: PUD Submittal
05	04/21/21	dim rev: PUD Submittal
06	04/21/21	dim rev: PUD Submittal
07	04/21/21	dim rev: PUD Submittal
08	04/21/21	dim rev: PUD Submittal

Bay Area Transportation Authority
 BATA HQ Transit-Oriented Development PUD
SITE & DIMENSION PLAN - SOUTH
 Section 23, Town 27 North, Range 11 West
 Garfield Township, Grand Traverse County, Michigan

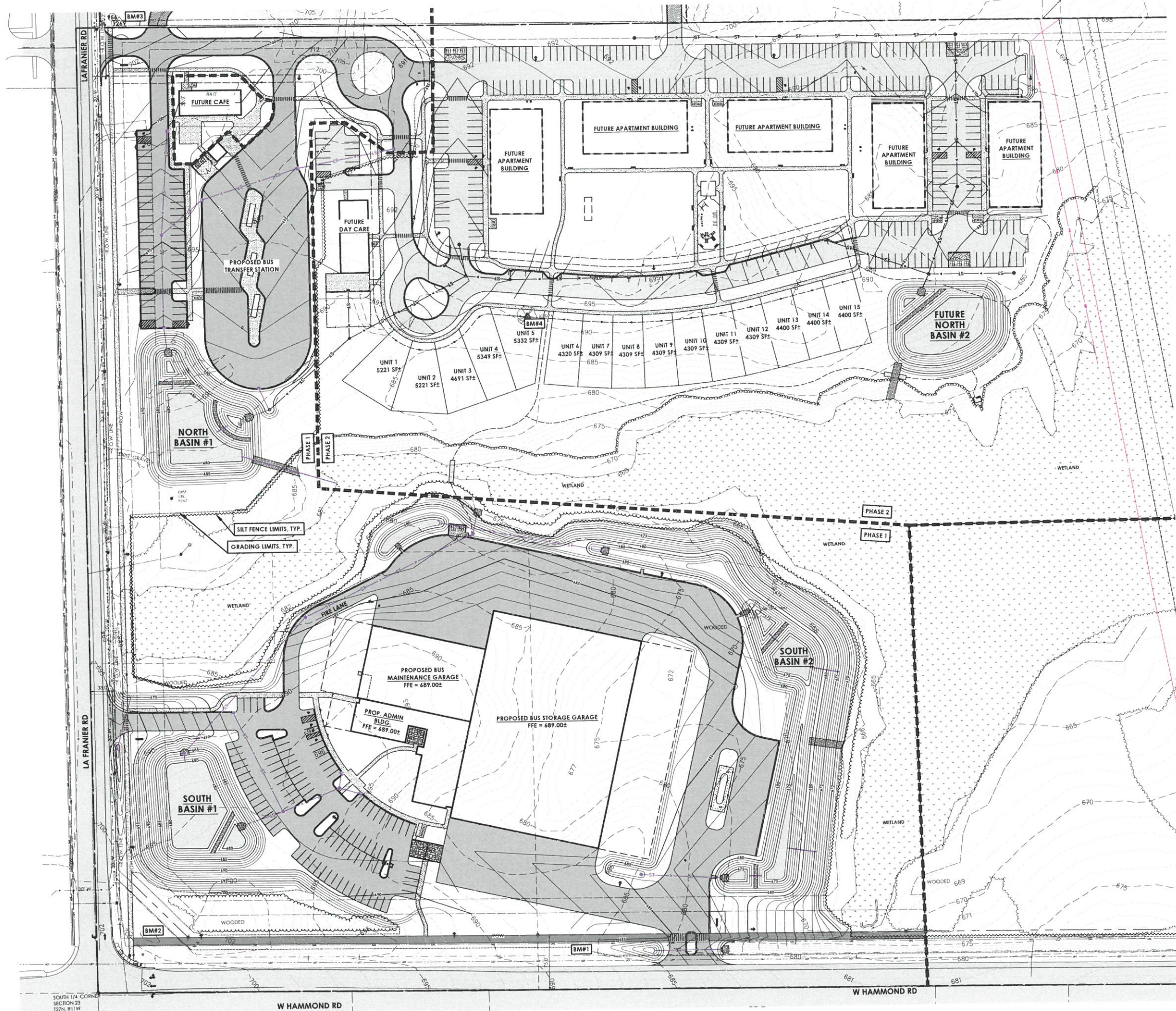
PUD SUBMITTAL
 20108
C4.2



- NOTES:**
- ANY PROPOSED SIGNS SHALL BE SET BACK A MIN. OF 10' FROM ALL R.O.W. LINES. MEET ALL GARFIELD TOWNSHIP SIGN STANDARDS AND BE APPROVED THROUGH THE SIGN PERMITTING PROCESS.
 - UNLESS OTHERWISE NOTED, ALL SIDEWALKS ABUTTING PARKING SPACES ARE TO BE 7' IN WIDTH AND ALL OTHER SIDEWALKS ARE TO BE 5' IN WIDTH.



P:\Ltrn\Projects\2020\20108 - BATA\HQ\Drawings\Site\4-Mansfield-C4.2-S&D.dwg (C4.2-S&D) - Aug 23, 2021 1:16:00 PM



BM#1: ELEV = 684.43 (NAVD 88) EXIST. SAN. CLEANOUT MH RIM
BM#2: ELEV = 699.17 (NAVD 88) EXIST. SAN. AIR RELEASE MH RIM
BM#3: ELEV = 701.95 (NAVD 88) EXIST. WATER VALVE #1269
BM#4: ELEV = 691.35 (NAVD 88) BENCH TIE IN 10' OAK

NORTH RETENTION BASIN #1:	
CLASSIFICATION NUMBER =	
DRAINAGE AREA SIZE =	6.56 ACRES
TOP OF BERM ELEVATION =	686.00
DESIGN OVERFLOW ELEVATION =	685.00
DESIGN 25-YR WATER LEVEL =	684.96
DESIGN BOTTOM ELEVATION =	680.00
DESIGN MAXIMUM DEPTH =	4.92
VOLUME PROVIDED @ 685.00' =	52,796 CFT
DESIGN SLOW RELEASE OUTFLOW =	0.13 CFS

NORTH RETENTION BASIN #2:	
CLASSIFICATION NUMBER =	
DRAINAGE AREA SIZE =	5.35 ACRES
TOP OF BERM ELEVATION =	681.00
DESIGN OVERFLOW ELEVATION =	680.00
DESIGN 25-YR WATER LEVEL =	679.85
DESIGN BOTTOM ELEVATION =	675.00
DESIGN MAXIMUM DEPTH =	4.85
VOLUME PROVIDED @ 680.00' =	47,163 CFT
DESIGN SLOW RELEASE OUTFLOW =	0.10 CFS

SOUTH RETENTION BASIN #1:	
CLASSIFICATION NUMBER =	
DRAINAGE AREA SIZE =	3.12 ACRES
TOP OF BERM ELEVATION =	684.00
DESIGN OVERFLOW ELEVATION =	683.00
DESIGN 25-YR WATER LEVEL =	682.95
DESIGN BOTTOM ELEVATION =	680.00
DESIGN MAXIMUM DEPTH =	2.95
VOLUME PROVIDED @ 683.00' =	12,804 CFT
DESIGN SLOW RELEASE OUTFLOW =	0.06 CFS

SOUTH RETENTION BASIN #2:	
CLASSIFICATION NUMBER =	
DRAINAGE AREA SIZE =	5.57 ACRES
TOP OF BERM ELEVATION =	680.00
DESIGN OVERFLOW ELEVATION =	679.00
DESIGN 25-YR WATER LEVEL =	678.95
DESIGN BOTTOM ELEVATION =	674.00
DESIGN MAXIMUM DEPTH =	4.95
VOLUME PROVIDED @ 679.00' =	22,870 CFT
DESIGN SLOW RELEASE OUTFLOW =	0.10 CFS

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www.mansfield.com
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REV.	DATE	BY	CHK.	DESCRIPTION
01	10/22/14	dm	dm	Original design
02	10/23/14	dm	dm	Rev. PUD Submittal
03	10/23/14	dm	dm	Rev. PUD Submittal
04	11/13/14	dm	dm	Rev. PUD Submittal
05	11/13/14	dm	dm	Rev. PUD Submittal
06	11/13/14	dm	dm	Rev. PUD Submittal
07	11/13/14	dm	dm	Rev. PUD Submittal
08	11/13/14	dm	dm	Rev. PUD Submittal

Bay Area Transportation Authority
BATA HQ Transit-Oriented Development PUD
OVERALL GRADING & STORM PLAN
Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

PUD SUBMITTAL

DATE: 07/13/20
SCALE: AS SHOWN

20108
C5.0

Plot Date: 07/13/2014 09:44:00 AM; Plot Path: C:\Users\dm\Documents\Projects\20108\BATA_HQ_PUD\20108_PUD_Storm_Plan_PUD_Submittal.dwg (2.0); Plot Scale: 1"=100'; Plot Title: 20108-C5.0

SOUTH 1/4 CORNER SECTION 23 T27N, R11W
W HAMMOND RD

GENERAL CONSTRUCTION NOTES - GRADING:

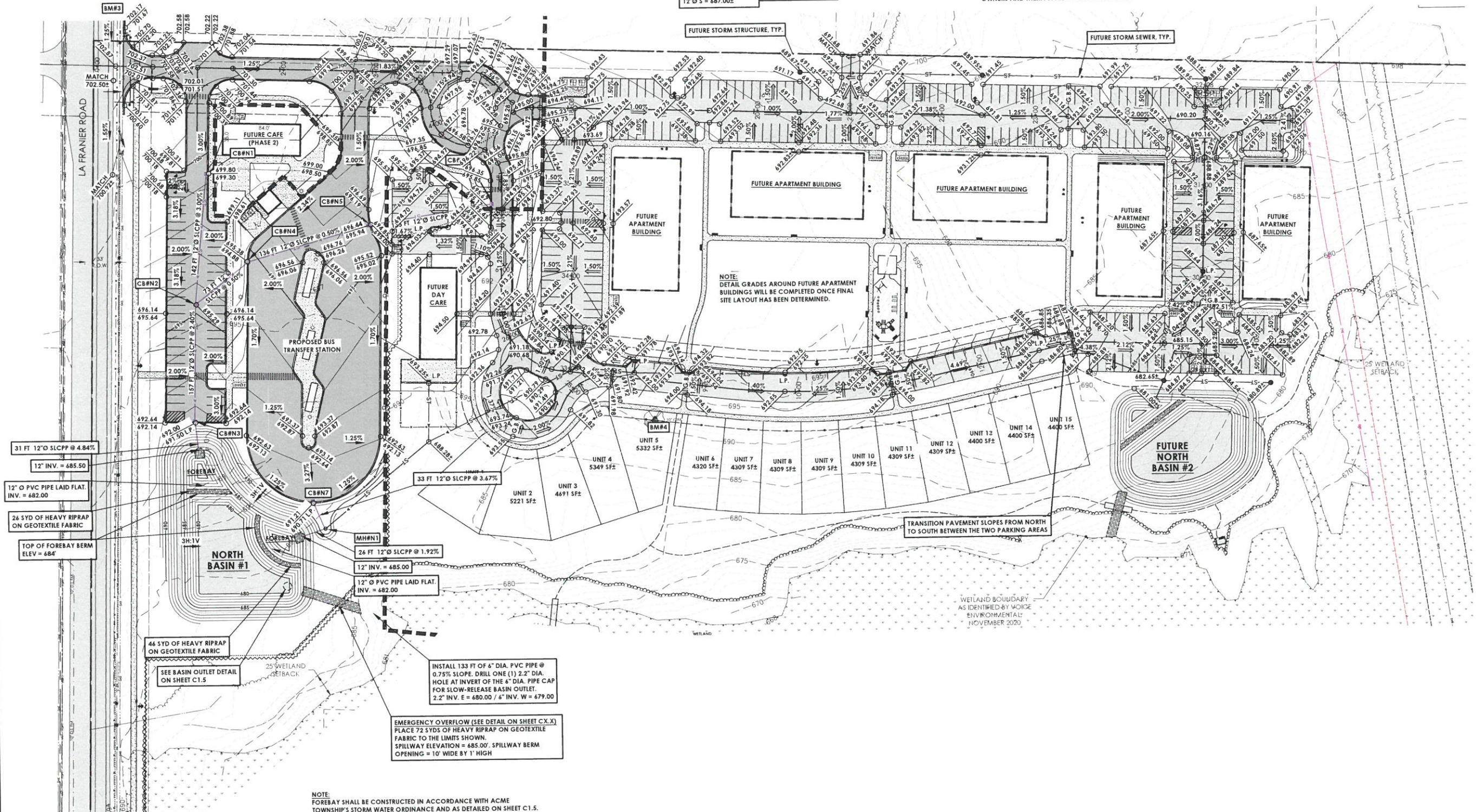
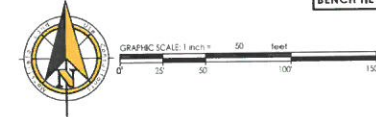
1. FINAL GRADING SHALL PROVIDE POSITIVE DRAINAGE ACROSS THE ENTIRE SITE.
2. RESTORATION SHALL INCLUDE FURNISHING AND PLACING 3" OF TOPSOIL AND HYDRO-SEEDING (OR SEED, FERTILIZER & MULCH) TO THE EXTENTS OF THE DISTURBED AREAS ON THE SITE. MULCH BLANKET IS REQUIRED WHERE SLOPES EXCEED 3H:1V SLOPES.
3. PRESERVE AND PROTECT EXISTING TREES TO THE DEGREE POSSIBLE.
4. CONSTRUCT SWALES AS REQUIRED TO KEEP DRAINAGE AWAY FROM BUILDINGS.

STORM STRUCTURE SCHEDULE

STM CB#N1 (2'Ø) RIM = 499.30± 12" Ø S = 496.30±	STM CB#N4 (4'Ø) RIM = 494.88± 12" Ø E = 491.12± 12" Ø SW = 491.12±	STM CB#N7 (2'Ø) RIM = 490.71± 12" Ø S = 487.71±
STM CB#N2 (4'Ø) RIM = 495.29 12" Ø N = 492.04± 12" Ø S = 490.76± 12" Ø NE = 490.76±	STM CB#N5 (4'Ø) RIM = 495.94± 12" Ø E = 491.80± 12" Ø W = 491.80±	STM MH#N1 (4'Ø) RIM = 490.50± 12" Ø N = 484.50± 12" Ø W = 485.50± 12" Ø E = 485.50± (STUB)
STM CB#N3 (4'Ø) RIM = 491.50± 12" Ø N = 487.00± 12" Ø S = 487.00±	STM CB#N6 (2'Ø) RIM = 495.47± 12" Ø W = 492.47±	

NOTE:
GRADING ALONG THE NORTH PROPERTY LINE WILL REQUIRE COLLABORATION WITH ADJACENT OWNERS AND THEIR FUTURE DEVELOPMENT PLANS.

BM#3: ELEV = 701.95 (NAVD 88)
EXIST. WATER VALVE #1249
BM#4: ELEV = 491.35 (NAVD 88)
BENCH TIE IN 10" OAK



31 FT 12" Ø SLCPP @ 4.84%
12" INV. = 485.50

12" Ø PVC PIPE LAID FLAT.
INV. = 482.00

26 SYD OF HEAVY RIPRAP ON GEOTEXTILE FABRIC

TOP OF FOREBAY BERM
ELEV = 484'

46 SYD OF HEAVY RIPRAP ON GEOTEXTILE FABRIC

SEE BASIN OUTLET DETAIL ON SHEET C1.5

26 FT 12" Ø SLCPP @ 1.92%
12" INV. = 485.00

12" Ø PVC PIPE LAID FLAT.
INV. = 482.00

INSTALL 133 FT OF 6" DIA. PVC PIPE @ 0.75% SLOPE. DRILL ONE (1) 2.2" DIA. HOLE AT INVERT OF THE 6" DIA. PIPE CAP FOR SLOW-RELEASE BASIN OUTLET.
2.2" INV. E = 480.00 / 6" INV. W = 479.00

EMERGENCY OVERTFLOW (SEE DETAIL ON SHEET C.X.X)
PLACE 72 SYDS OF HEAVY RIPRAP ON GEOTEXTILE FABRIC TO THE LIMITS SHOWN.
SPILLWAY ELEVATION = 485.00'. SPILLWAY BERM OPENING = 10' WIDE BY 1' HIGH

NOTE:
FOREBAY SHALL BE CONSTRUCTED IN ACCORDANCE WITH ACME TOWNSHIP'S STORM WATER ORDINANCE AND AS DETAILED ON SHEET C1.5.

8300 Cottageview Dr., Ste. 201
P.O. Box 4015
Traverse City, MI 49985
Phone: 231-946-9310
www.mansfield.com
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REV	DATE	BY	CHK	DESCRIPTION	
01	2020-11-13	dm	mm	dm	Original design
02	2021-10-10	dm	mm	dm	Rev. PUD Submittal
03	2021-12-28	dm	mm	dm	Rev. PUD Submittal
04	21-01-25	dm	mm	dm	Rev. PUD Submittal
05	21-02-01	dm	mm	dm	Rev. PUD Submittal
06	21-04-21	dm	mm	dm	Rev. PUD Submittal
07	21-05-17	dm	mm	dm	Rev. PUD Submittal
08	21-08-25	dm	mm	dm	Rev. PUD Submittal

Bay Area Transportation Authority
BATA HQ Transit-Oriented Development PUD
GRADING & STORM PLAN - NORTH
Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

PUD SUBMITTAL

DATE: 07.13.20

20108

C5.1

GENERAL CONSTRUCTION NOTES - GRADING:

1. FINAL GRADING SHALL PROVIDE POSITIVE DRAINAGE ACROSS THE ENTIRE SITE.
2. RESTORATION SHALL INCLUDE FURNISHING AND PLACING 3" OF TOPSOIL AND HYDRO-SEEDING (OR SEED, FERTILIZER & MULCH) TO THE EXTENTS OF THE DISTURBED AREAS ON THE SITE. MULCH BLANKET IS REQUIRED WHERE SLOPES EXCEED 3H:1V SLOPES.
3. PRESERVE AND PROTECT EXISTING TREES TO THE DEGREE POSSIBLE.
4. CONSTRUCT SWALES AS REQUIRED TO KEEP DRAINAGE AWAY FROM BUILDINGS.

STORM STRUCTURE SCHEDULE

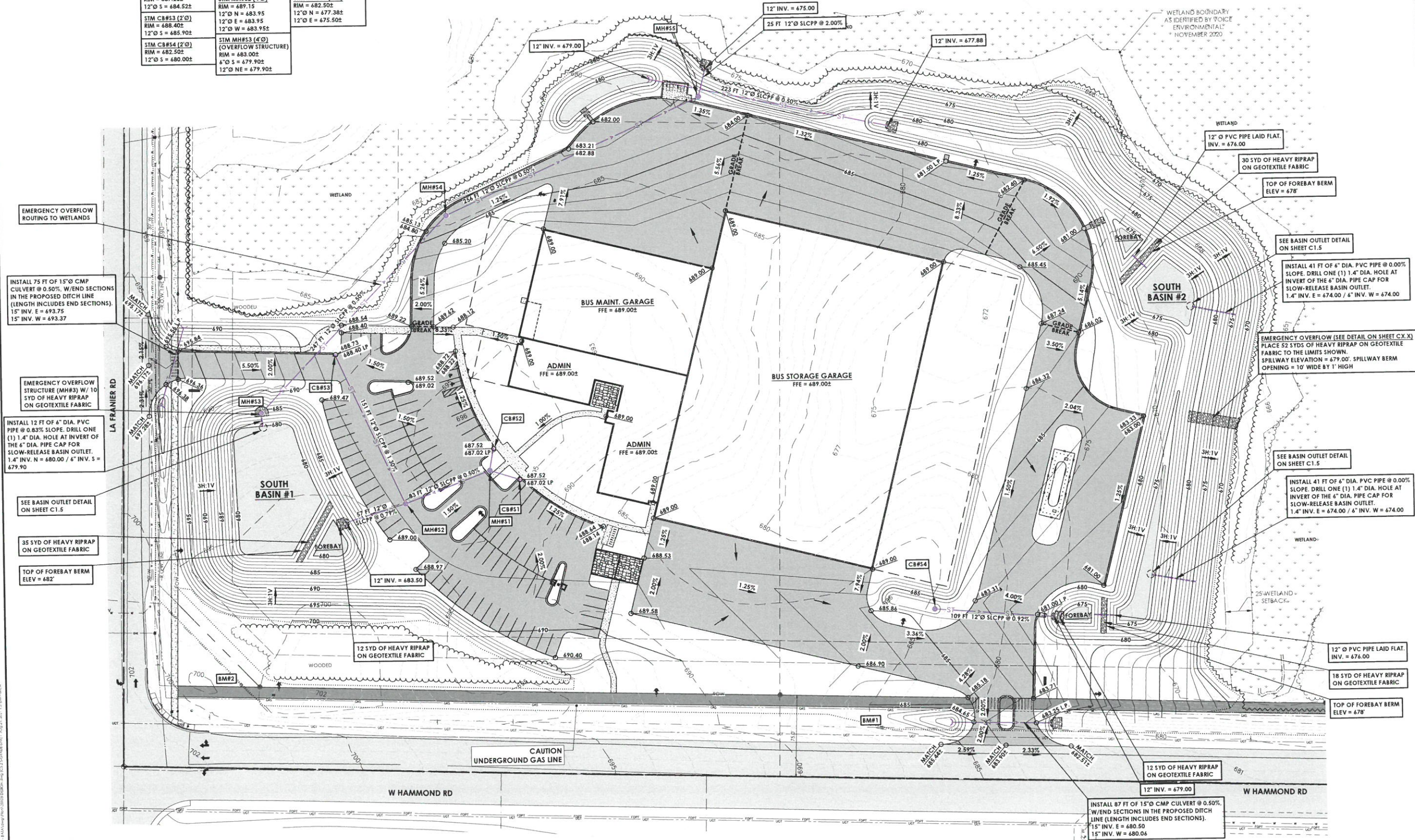
STM CB#51 (2'Ø) RIM = 487.20± 12"Ø W = 484.52±	STM MH#51 (4'Ø) RIM = 487.70± 12"Ø N = 484.37± 12"Ø E = 484.37±	STM MH#54 (4'Ø) RIM = 484.68± 12"Ø N = 478.66± 12"Ø E = 478.66±
STM CB#52 (2'Ø) RIM = 487.20± 12"Ø S = 484.52±	STM MH#52 (4'Ø) RIM = 489.15± 12"Ø N = 483.95± 12"Ø E = 483.95±	STM MH#55 (4'Ø) RIM = 482.50± 12"Ø N = 477.38± 12"Ø E = 475.50±
STM CB#53 (2'Ø) RIM = 488.40± 12"Ø S = 485.90±	STM MH#53 (4'Ø) RIM = 483.00± 6"Ø S = 479.90± 12"Ø NE = 479.90±	
STM CB#54 (2'Ø) RIM = 482.50± 12"Ø S = 480.00±		



BM#1: ELEV = 484.43 (NAVD 88)
EXIST. SAN. CLEANOUT MH RIM
BM#2: ELEV = 499.17 (NAVD 88)
EXIST. SAN. AIR RELEASE MH RIM

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www.mansfield.com
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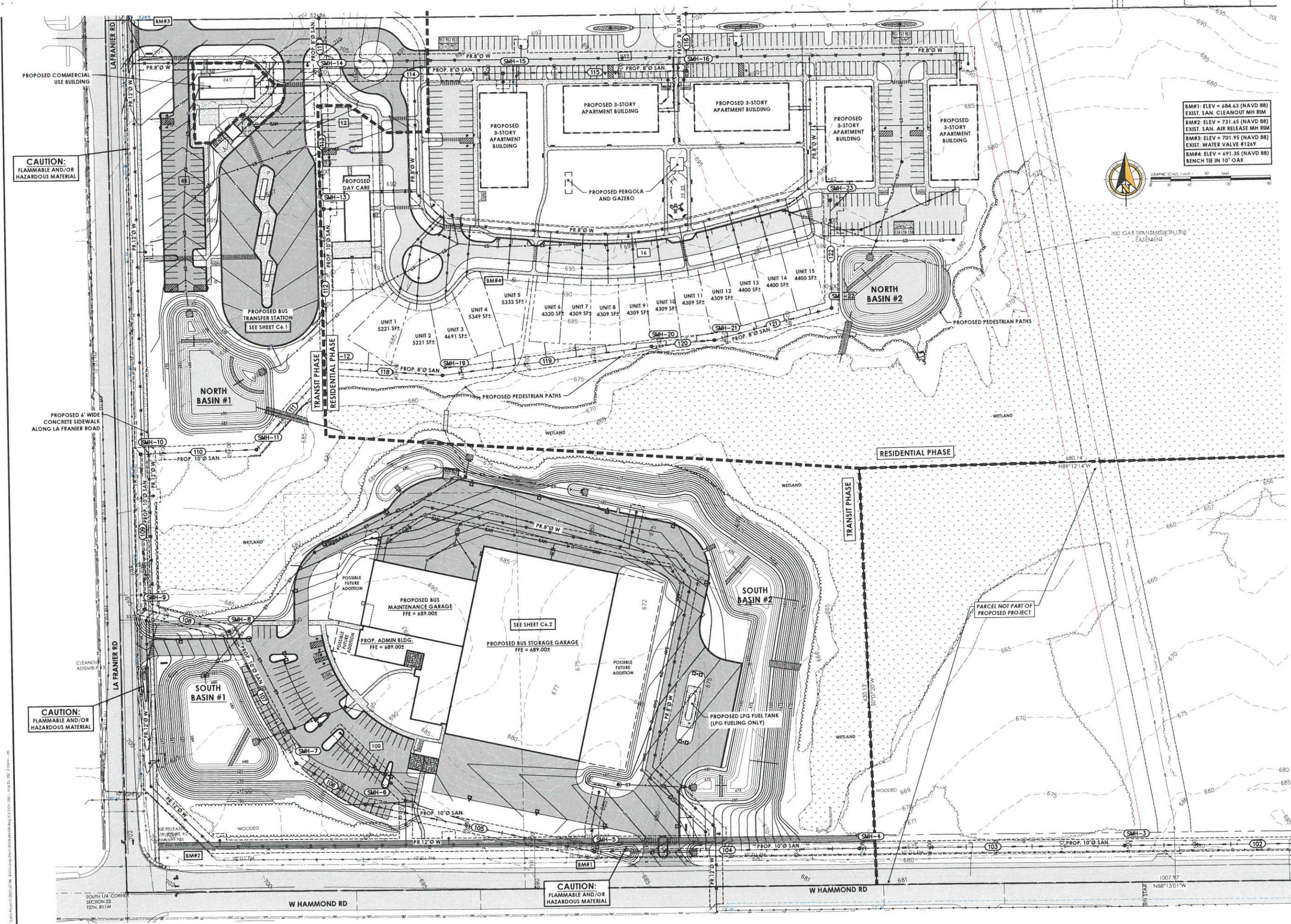
NOTE:
FOREBAY SHALL BE CONSTRUCTED IN ACCORDANCE WITH ACME
TOWNSHIP'S STORM WATER ORDINANCE AND AS DETAILED ON SHEET C1.5.

REVISIONS

NO.	DATE	BY	CHKD.	DESCRIPTION
01	04/23/23	dm	dm	Original design
02	04/23/23	dm	dm	Rev. PUD Submittal
03	04/23/23	dm	dm	Rev. Comments Review Submittal
04	04/23/23	dm	dm	Rev. Comments Review Submittal
05	04/23/23	dm	dm	Rev. Comments Review Submittal
06	04/23/23	dm	dm	Rev. Comments Review Submittal
07	04/23/23	dm	dm	Rev. Comments Review Submittal
08	04/23/23	dm	dm	Rev. Comments Review Submittal
09	04/23/23	dm	dm	Rev. Comments Review Submittal
10	04/23/23	dm	dm	Rev. Comments Review Submittal

Bay Area Transportation Authority
BATA HQ Transit-Oriented Development PUD
GRADING & STORM PLAN - SOUTH
Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

PUD SUBMITTAL
DATE: 07/13/20
SCALE: 1" = 40'
SHEET: 210108
PROJECT: C5.2



CAUTION:
FLAMMABLE AND/OR
HAZARDOUS MATERIAL

PROPOSED 6' WIDE
CONCRETE SIDEWALK
ALONG LA FRANIER RD

CAUTION:
FLAMMABLE AND/OR
HAZARDOUS MATERIAL

CAUTION:
FLAMMABLE AND/OR
HAZARDOUS MATERIAL

BM#1: ELEV = 484.43 (NAVD 88)
EXIST. SAN. CLEANOUT MH RIM
BM#2: ELEV = 731.45 (NAVD 88)
EXIST. SAN. AIR RELEASE MH RIM
BM#3: ELEV = 701.95 (NAVD 88)
EXIST. WATER VALVE #1249
BM#4: ELEV = 691.35 (NAVD 88)
BENCH TIE IN 10' OAK



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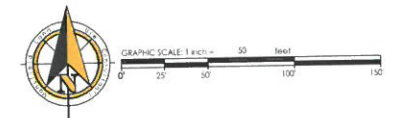
Land Use Consultants

REV	DATE	BY	CHK	DESCRIPTION
01	04/27/13	dm	mm	Original design
02	06/24/13	dm	mm	Per: PUD Submittal
03	06/24/13	dm	mm	Per: Comprehensive Review Submittal
04	07/02/13	dm	mm	Per: Public Hearing
05	07/02/13	dm	mm	Per: Submittal
06	07/02/13	dm	mm	Per: Revised multi-family layout
07	07/02/13	dm	mm	Per: Final Submittal
08	07/02/13	dm	mm	Per: PUD Submittal

Bay Area Transportation Authority
BATA HQ Transit-Oriented Development PUD
OVERALL UTILITY PLAN
Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

PUD SUBMITTAL
DATE: 07/13/20
SCALE: 1" = 40'
NO: 20108
SHEET: C6.0

BM#3: ELEV = 701.95 (NAVD 88)
 EXIST. WATER VALVE #1269
 BM#4: ELEV = 691.35 (NAVD 88)
 BENCH TIE IN 10" OAK



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REV	DATE	BY	CHK	DESCRIPTION
01	20/07/23	dm	mm	Original design
02	20/07/23	dm	mm	Rev. PUD Submittal
03	20/07/23	dm	mm	Rev. Comments Review Submitted
04	21/07/23	dm	mm	Rev. prior to public hearing
05	21/07/23	dm	mm	Rev. for submittal
06	21/07/23	dm	mm	Rev. for submittal
07	21/07/23	dm	mm	Rev. for submittal
08	21/07/23	dm	mm	Rev. for submittal

Bay Area Transportation Authority
 BATA HQ Transit-Oriented Development PUD
 NORTH UTILITY PLAN
 Section 23, Town 27 North, Range 11 West
 Garfield Township, Grand Traverse County, Michigan

PUD SUBMITTAL

DATE: 07/13/20

NO: 20108

SHEET: C6.1

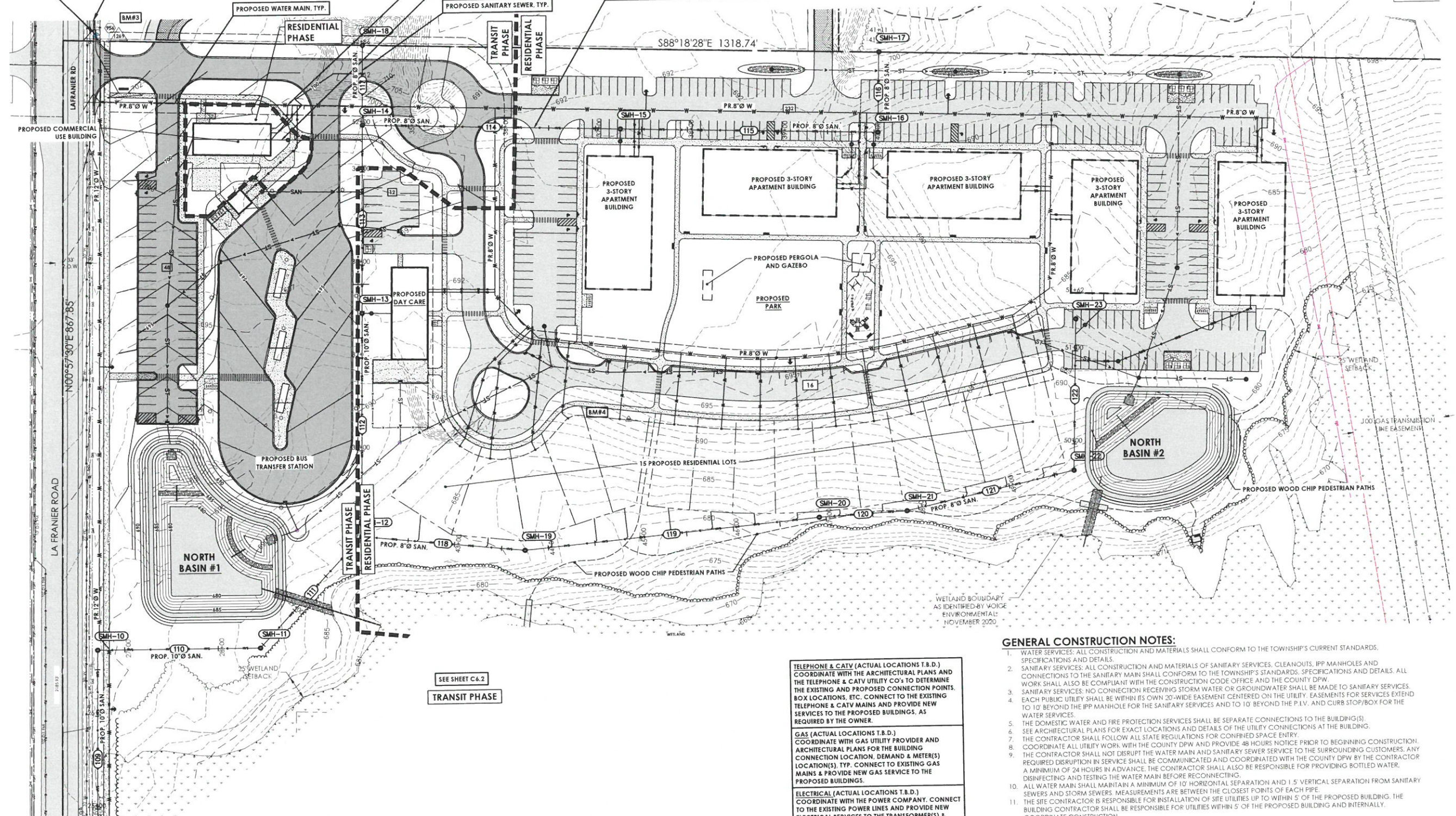
EXISTING HYDRANT NO. 956 WILL REQUIRE RELOCATION. THE LOCATION TO BE DETERMINED BY THE FINAL ENTRANCE LAYOUT APPROVED BY G.T. Co. ROAD COMMISSION.

CAUTION:
 FLAMMABLE AND/OR
 HAZARDOUS MATERIAL

TWP. WATER MAIN CONNECTION:
 THE PROPOSED NORTH BATA SITE WATER MAIN WILL CONNECT TO THE EXISTING 12" WATER MAIN AT THE NORTHWEST CORNER OF THE PROPERTY NEAR EXISTING VALVE #1269. EXTEND SOUTH ACROSS THE PROPOSED APPROACH AND THEN EAST INTO THE DEVELOPMENT AS SHOWN. THE LAFRANIER 12" MAIN WILL ALSO BE EXTENDED SOUTH TO HAMMOND RD AND EAST TO THE HAMMOND RD CROSSING.

NOTE:
 COORDINATE THE LOCATIONS AND CONNECTIONS OF ALL UTILITY METERS, BOXES, PADS, REMOTE READERS, ETC. WITH THE ARCHITECTURAL PLANS & UTILITY COMPANIES. TYP.

TWP. SANITARY SEWER ON & OFF-SITE CONNECTION:
 THE PROPOSED SANITARY SEWER FOR THE ENTIRE NORTH AND SOUTH BATA SITES WILL BE GRAVITY SEWER CONNECTING TO THE PROPOSED SANITARY SEWER MAIN EXTENSION FROM THE HAMMOND RD TWP. PUMP STATION.



SEE SHEET C6.2
 TRANSIT PHASE

TELEPHONE & CATV (ACTUAL LOCATIONS T.B.D.)
 COORDINATE WITH THE ARCHITECTURAL PLANS AND THE TELEPHONE & CATV UTILITY CO'S TO DETERMINE THE EXISTING AND PROPOSED CONNECTION POINTS, BOX LOCATIONS, ETC. CONNECT TO THE EXISTING TELEPHONE & CATV MAINS AND PROVIDE NEW SERVICES TO THE PROPOSED BUILDINGS, AS REQUIRED BY THE OWNER.

GAS (ACTUAL LOCATIONS T.B.D.)
 COORDINATE WITH GAS UTILITY PROVIDER AND ARCHITECTURAL PLANS FOR THE BUILDING CONNECTION LOCATION, DEMAND & METER(S) LOCATION(S). TYP. CONNECT TO EXISTING GAS MAINS & PROVIDE NEW GAS SERVICE TO THE PROPOSED BUILDINGS.

ELECTRICAL (ACTUAL LOCATIONS T.B.D.)
 COORDINATE WITH THE POWER COMPANY, CONNECT TO THE EXISTING POWER LINES AND PROVIDE NEW ELECTRICAL SERVICES TO THE TRANSFORMER(S) & PROPOSED BUILDING(S).

- GENERAL CONSTRUCTION NOTES:**
1. WATER SERVICES: ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE TOWNSHIP'S CURRENT STANDARDS, SPECIFICATIONS AND DETAILS.
 2. SANITARY SERVICES: ALL CONSTRUCTION AND MATERIALS OF SANITARY SERVICES, CLEANOUTS, IPP MANHOLES AND CONNECTIONS TO THE SANITARY MAIN SHALL CONFORM TO THE TOWNSHIP'S STANDARDS, SPECIFICATIONS AND DETAILS. ALL WORK SHALL ALSO BE COMPLIANT WITH THE CONSTRUCTION CODE OFFICE AND THE COUNTY DPW.
 3. SANITARY SERVICES: NO CONNECTION RECEIVING STORM WATER OR GROUNDWATER SHALL BE MADE TO SANITARY SERVICES.
 4. EACH PUBLIC UTILITY SHALL BE WITHIN ITS OWN 20'-WIDE EASEMENT CENTERED ON THE UTILITY. EASEMENTS FOR SERVICES EXTEND 10' TO 10' BEYOND THE IPP MANHOLE FOR THE SANITARY SERVICES AND TO 10' BEYOND THE P.I.V. AND CURB STOP/BOX FOR THE WATER SERVICES.
 5. THE DOMESTIC WATER AND FIRE PROTECTION SERVICES SHALL BE SEPARATE CONNECTIONS TO THE BUILDING(S).
 6. SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DETAILS OF THE UTILITY CONNECTIONS AT THE BUILDING.
 7. THE CONTRACTOR SHALL FOLLOW ALL STATE REGULATIONS FOR CONFINED SPACE ENTRY.
 8. COORDINATE ALL UTILITY WORK WITH THE COUNTY DPW AND PROVIDE 48 HOURS NOTICE PRIOR TO BEGINNING CONSTRUCTION.
 9. THE CONTRACTOR SHALL NOT DISRUPT THE WATER MAIN AND SANITARY SEWER SERVICE TO THE SURROUNDING CUSTOMERS. ANY REQUIRED DISRUPTION IN SERVICE SHALL BE COMMUNICATED AND COORDINATED WITH THE COUNTY DPW BY THE CONTRACTOR A MINIMUM OF 24 HOURS IN ADVANCE. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROVIDING BOTTLED WATER, DISINFECTING AND TESTING THE WATER MAIN BEFORE RECONNECTING.
 10. ALL WATER MAIN SHALL MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION AND 1.5' VERTICAL SEPARATION FROM SANITARY SEWERS AND STORM SEWERS. MEASUREMENTS ARE BETWEEN THE CLOSEST POINTS OF EACH PIPE.
 11. THE SITE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF SITE UTILITIES UP TO WITHIN 5' OF THE PROPOSED BUILDING. THE BUILDING CONTRACTOR SHALL BE RESPONSIBLE FOR UTILITIES WITHIN 5' OF THE PROPOSED BUILDING AND INTERNALLY.
 12. SEE ARCHITECTURAL, LANDSCAPE AND ELECTRICAL PLANS FOR DETAILS ON SITE LIGHTING AND IRRIGATION, CONDUITS, BUILDING CONNECTIONS, ETC.
 13. HYDRANT NOZZELS SHALL FACE THE BUILDINGS OR ROADWAYS.

Project: 20200723-08 - BATA HQ Transit-Oriented Development PUD (C6.1) - Rev. 07/13/2023 - 2:14pm - dm

GENERAL CONSTRUCTION NOTES:

1. WATER SERVICES: ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE TOWNSHIP'S CURRENT STANDARDS, SPECIFICATIONS AND DETAILS.
2. SANITARY SERVICES: ALL CONSTRUCTION AND MATERIALS OF SANITARY SERVICES, CLEANOUTS, IPP MANHOLES AND CONNECTIONS TO THE SANITARY MAIN SHALL CONFORM TO THE TOWNSHIP'S STANDARDS, SPECIFICATIONS AND DETAILS. ALL WORK SHALL ALSO BE COMPLIANT WITH THE CONSTRUCTION CODE OFFICE AND THE COUNTY DPW.
3. SANITARY SERVICES: NO CONNECTION RECEIVING STORM WATER OR GROUNDWATER SHALL BE MADE TO SANITARY SERVICES.
4. EACH PUBLIC UTILITY SHALL BE WITHIN ITS OWN 20'-WIDE EASEMENT CENTERED ON THE UTILITY. EASEMENTS FOR SERVICES EXTEND TO 10' BEYOND THE IPP MANHOLE FOR THE SANITARY SERVICES AND TO 10' BEYOND THE P.I.V. AND CURB STOP/BOX FOR THE WATER SERVICES.
5. THE DOMESTIC WATER AND FIRE PROTECTION SERVICES SHALL BE SEPARATE CONNECTIONS TO THE BUILDING(S).
6. SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DETAILS OF THE UTILITY CONNECTIONS AT THE BUILDING.
7. THE CONTRACTOR SHALL FOLLOW ALL STATE REGULATIONS FOR CONFINED SPACE ENTRY.
8. COORDINATE ALL UTILITY WORK WITH THE COUNTY DPW AND PROVIDE 48 HOURS NOTICE PRIOR TO BEGINNING CONSTRUCTION.
9. THE CONTRACTOR SHALL NOT DISRUPT THE WATER MAIN AND SANITARY SEWER SERVICE TO THE SURROUNDING CUSTOMERS. ANY REQUIRED DISRUPTION IN SERVICE SHALL BE COMMUNICATED AND COORDINATED WITH THE COUNTY DPW BY THE CONTRACTOR A MINIMUM OF 24 HOURS IN ADVANCE. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROVIDING BOTTLED WATER, DISINFECTING AND TESTING THE WATER MAIN BEFORE RECONNECTING.
10. ALL WATER MAIN SHALL MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION AND 1.5' VERTICAL SEPARATION FROM SANITARY SEWERS AND STORM SEWERS. MEASUREMENTS ARE BETWEEN THE CLOSEST POINTS OF EACH PIPE.
11. THE SITE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF SITE UTILITIES UP TO WITHIN 5' OF THE PROPOSED BUILDING. THE BUILDING CONTRACTOR SHALL BE RESPONSIBLE FOR UTILITIES WITHIN 5' OF THE PROPOSED BUILDING AND INTERNALLY. COORDINATE CONSTRUCTION.
12. SEE ARCHITECTURAL LANDSCAPE AND ELECTRICAL PLANS FOR DETAILS ON SITE LIGHTING AND IRRIGATION, CONDUITS, BUILDING CONNECTIONS, ETC.
13. HYDRANT NOZZLES SHALL FACE THE BUILDINGS OR ROADWAYS.

TELEPHONE & CATV (ACTUAL LOCATIONS T.B.D.)
COORDINATE WITH THE ARCHITECTURAL PLANS AND THE TELEPHONE & CATV UTILITY CO. TO DETERMINE THE EXISTING AND PROPOSED CONNECTION POINTS, BOX LOCATIONS, ETC. CONNECT TO THE EXISTING TELEPHONE & CATV MAINS AND PROVIDE NEW SERVICES TO THE PROPOSED BUILDINGS, AS REQUIRED BY THE OWNER.

GAS (ACTUAL LOCATIONS T.B.D.)
COORDINATE WITH GAS UTILITY PROVIDER AND ARCHITECTURAL PLANS FOR THE BUILDING CONNECTION LOCATION, DEMAND & METER(S) LOCATION(S). TYP. CONNECT TO EXISTING GAS MAINS & PROVIDE NEW GAS SERVICE TO THE PROPOSED BUILDINGS.

ELECTRICAL (ACTUAL LOCATIONS T.B.D.)
COORDINATE WITH THE POWER COMPANY. CONNECT TO THE EXISTING POWER LINES AND PROVIDE NEW ELECTRICAL SERVICES TO THE TRANSFORMER(S) & PROPOSED BUILDING(S).

TWP. SANITARY SEWER OFF-SITE CONNECTION:
THE PROPOSED SANITARY SEWER CONNECTION POINT FOR THE SOUTH BATA SITE IS THE PROPOSED 10" GRAVITY SANITARY SEWER ALONG THE NORTH SIDE OF E. HAMMOND RD.

ON-SITE SANITARY SEWER:
THE PROPOSED ON-SITE SANITARY SEWER FOR THE SOUTH BATA SITE IS GRAVITY SANITARY SEWER TO THE PROPOSED MAIN.

TWP. WATER MAIN CONNECTION:
THE PROPOSED SOUTH BATA SITE WATER MAIN WILL CONNECT TO THE EXISTING 12" WATER MAIN ALONG THE SOUTH SIDE OF HAMMOND ROAD (ACROSS THE ROAD) IN THE HAMMOND COMMERCE PARK. THE PROPOSED WATER MAIN WILL BE BORED UNDER HAMMOND ROAD AND CONNECTED ON THE SOUTH SIDE OF THE CROSSING TO THE EXISTING 12" WATER MAIN AND CONNECTED ON THE NORTH SIDE TO THE PROPOSED 12" WATER MAIN ALONG THE NORTH SIDE OF E. HAMMOND RD.

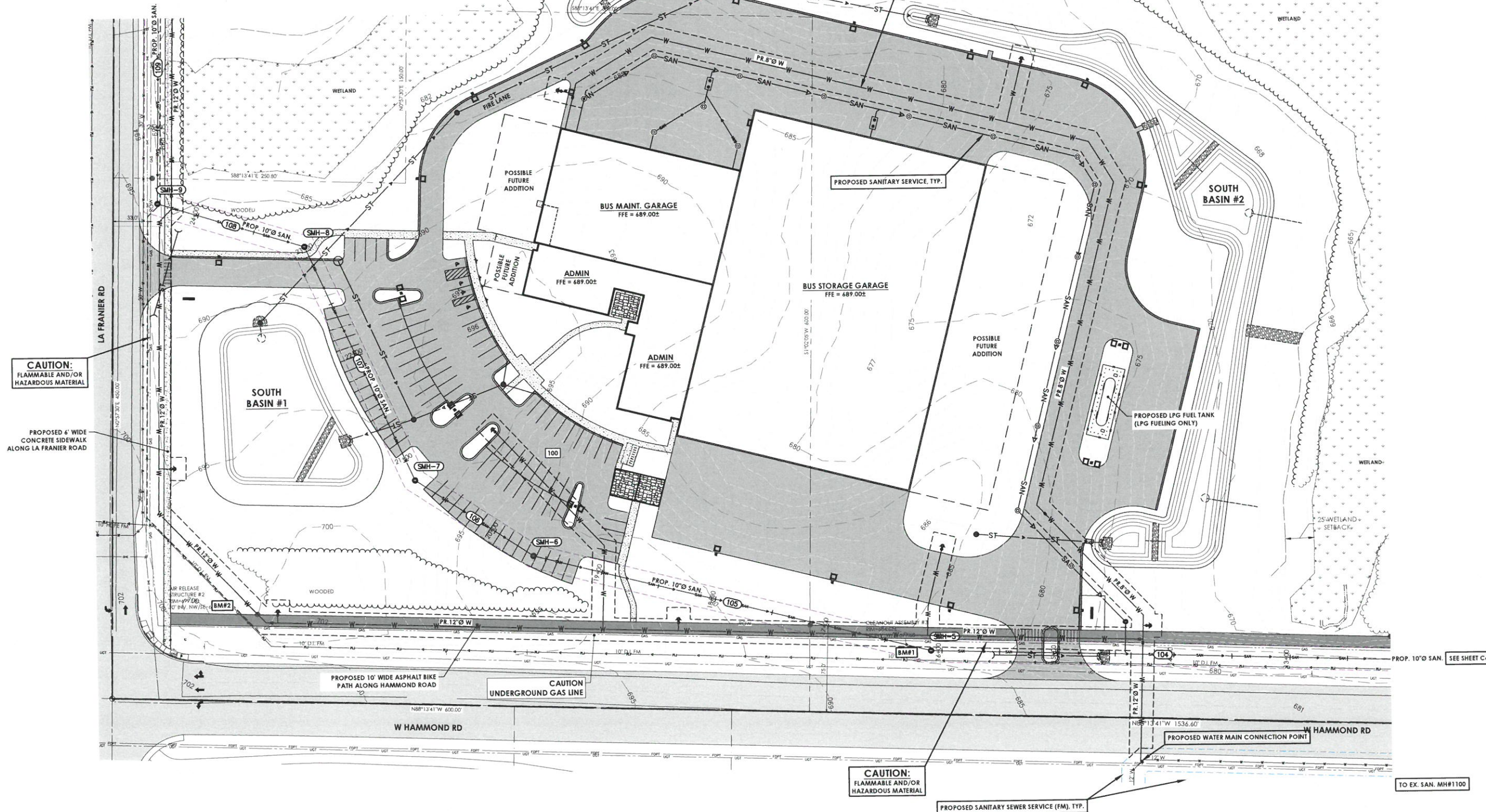
BM#1: ELEV = 684.63 (NAVD 88)
EXIST. SAN. CLEANOUT MH RIM
BM#2: ELEV = 731.45 (NAVD 88)
EXIST. SAN. AIR RELEASE MH RIM



GRAPHIC SCALE: 1" = 40'

NOTE:
COORDINATE THE LOCATIONS AND CONNECTIONS OF ALL UTILITY METERS, BOXES, PADS, REMOTE READERS, ETC. WITH THE ARCHITECTURAL PLANS & UTILITY COMPANIES. TYP.

RESIDENTIAL PHASE
SEE SHEET C6.1



830 Cottageview Dr., Ste. 201
P.O. Box 4015
Traverse City, MI 49985
Phone: 231-946-9310
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info@mansfield.com

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REV	DATE	BY	CHK	DESCRIPTION
01	10/23/13	dm	mm	Original design
02	10/13/10	dm	mm	Rev. PUD Submittal
03	10/13/10	dm	mm	Rev. Preliminary Review Submittal
04	11/01/10	dm	mm	Rev. Final Review Submittal
05	11/01/10	dm	mm	Rev. Final Review Submittal
06	11/01/10	dm	mm	Rev. Final Review Submittal
07	11/01/10	dm	mm	Rev. Final Review Submittal
08	11/01/10	dm	mm	Rev. Final Review Submittal

Bay Area Transportation Authority
BATA HQ Transit-Oriented Development PUD
SOUTH UTILITY PLAN
Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

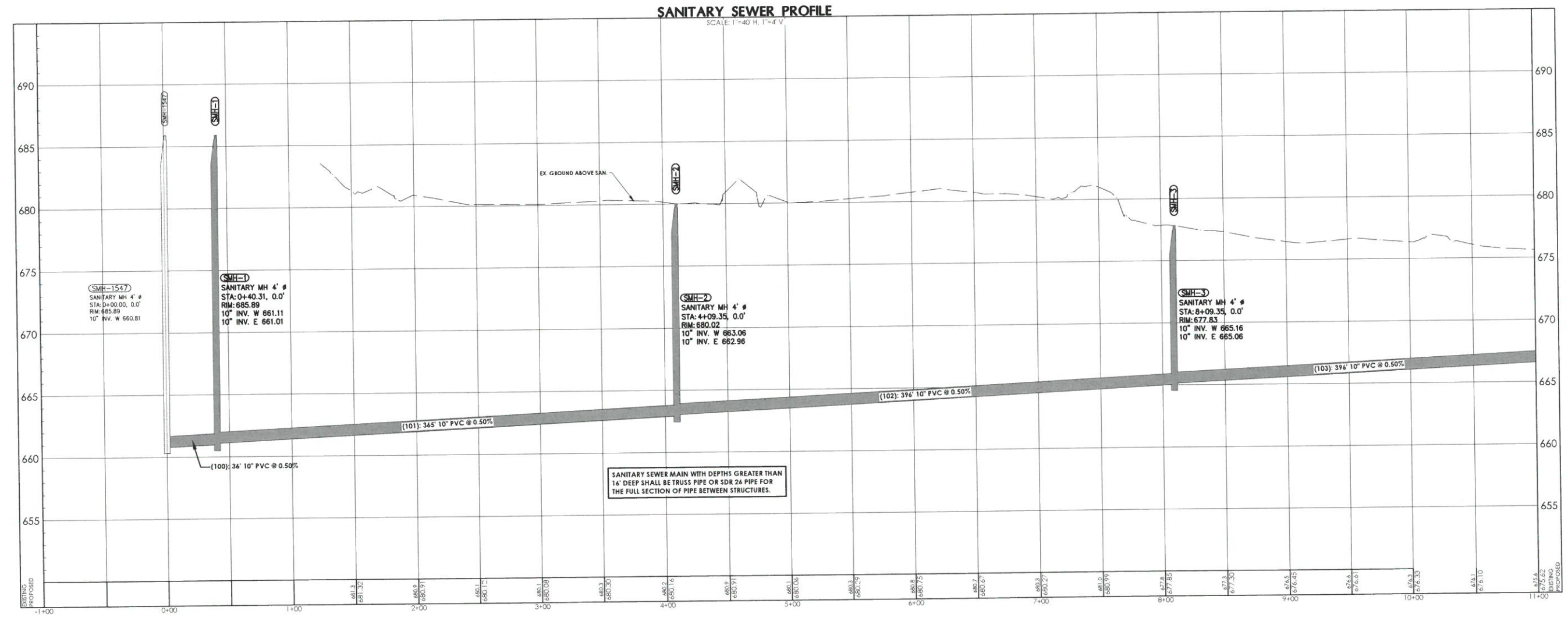
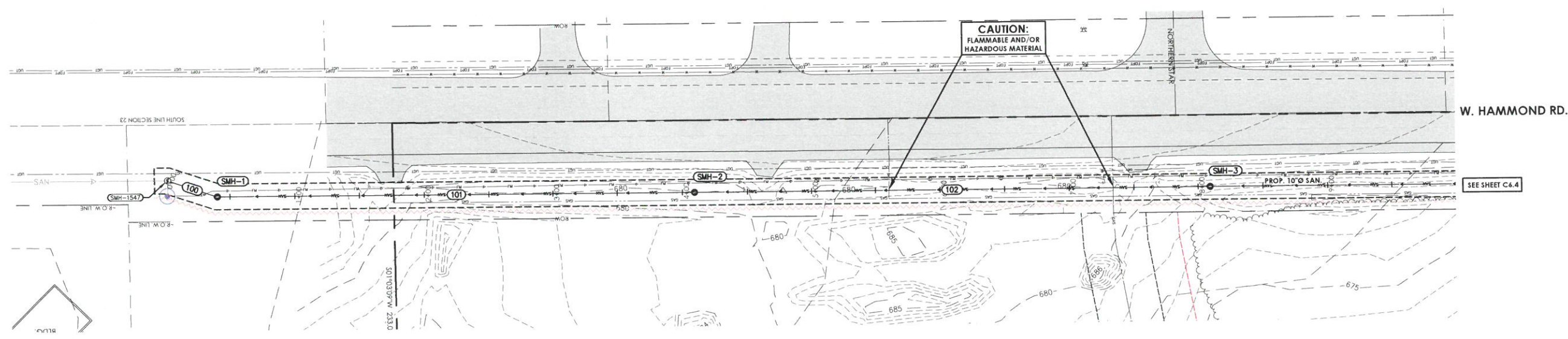
PUD SUBMITTAL

DATE: 07.13.20

20108

C6.2

P:\Projects\2010\20100708 - BATA\Utility\Plan\20100708_BATA_C6.2.dwg (C6.2) - Aug 23, 2011 2:54pm - dm



REV	DATE	BY	CHK	DISC
01	2010.13	dm	mm	Original design
02	2010.10	dm	mm	Imp. PUD Submittal
03	2010.28	dm	mm	Imp. Submittal Review Submittal
04	21.01.25	dm	mm	Imp. Submittal Review Submittal
05	21.02.01	dm	mm	Imp. Submittal Review Submittal
06	21.02.21	dm	mm	Imp. Submittal Review Submittal
07	21.03.17	dm	mm	Imp. Submittal Review Submittal
08	21.08.25	dm	mm	Imp. Submittal Review Submittal

Bay Area Transportation Authority
 BATA HQ Transit-Oriented Development PUD
PLAN & PROFILE - SANITARY: STA 0+00 TO 11+00
 Section 23, Town 27 North, Range 11 West
 Garfield Township, Grand Traverse County, Michigan

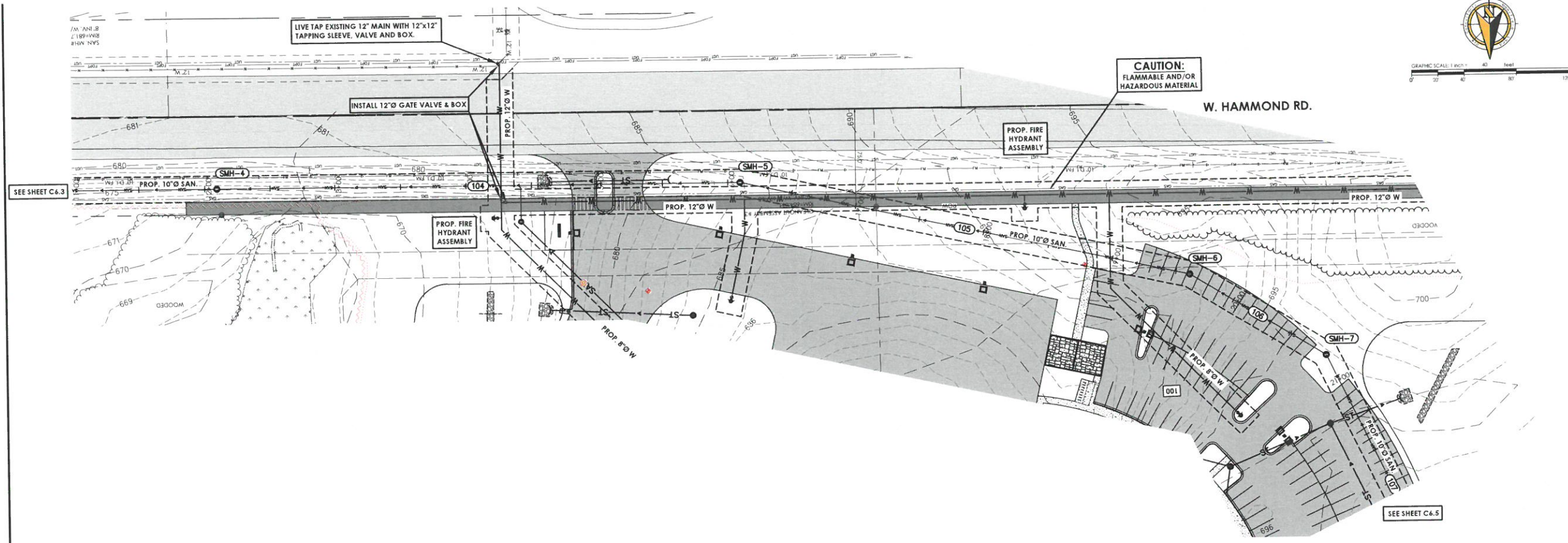
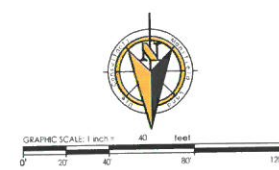
PUD SUBMITTAL

DATE: 07.13.20

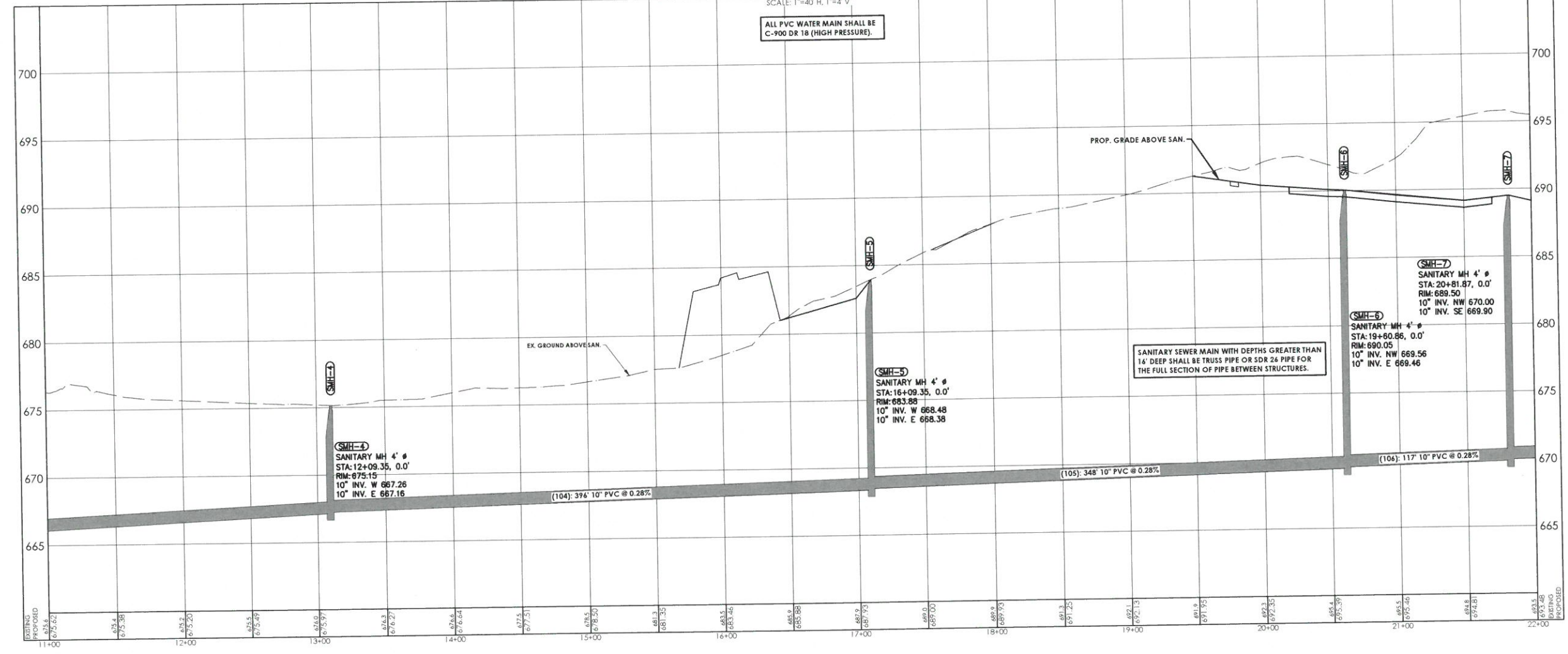
20108

C6.3

BM#1: ELEV = 684.63 (NAVD 88)
 EXIST. SAN. CLEANOUT MH RIM
 BM#2: ELEV = 731.65 (NAVD 88)
 EXIST. SAN. AIR RELEASE MH RIM



SANITARY SEWER PROFILE
 SCALE: 1"=40' H, 1"=4' V



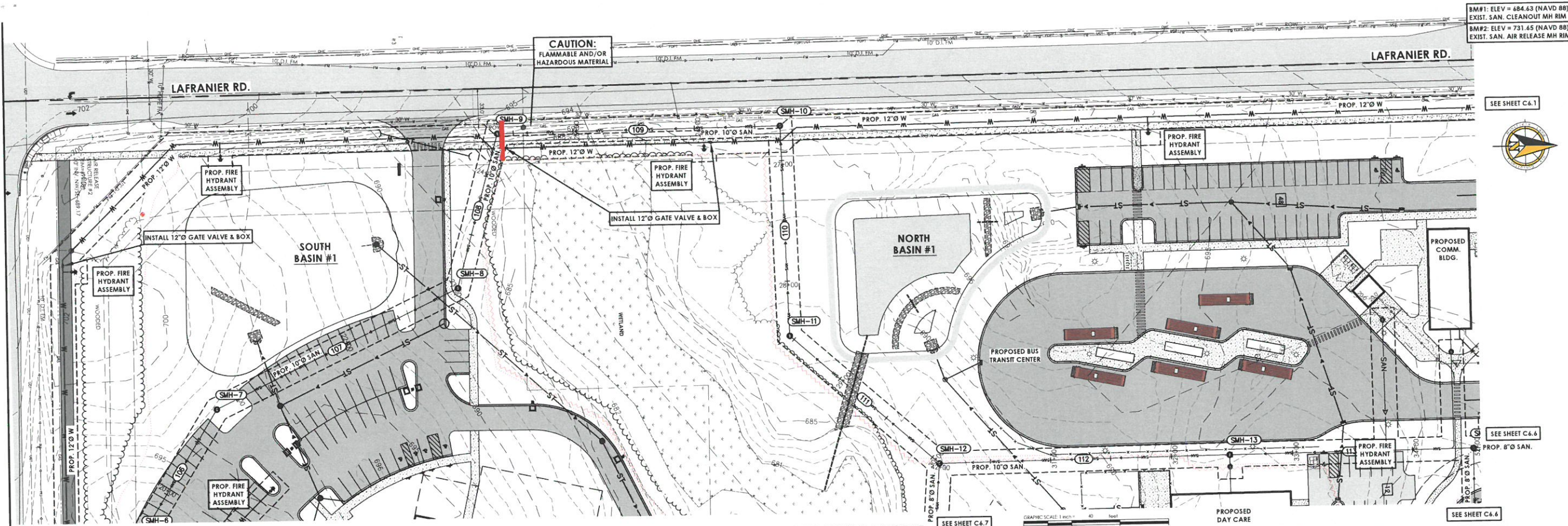
830 Cottageview Dr., Ste. 201
 P.O. Box 4015
 Traverse City, MI 49685
 Phone: 231-946-9310
 www.maaeps.com
 info@maaeps.com

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REV.	DATE	BY	CHK	DESCRIPTION
01	2007-11-13	dm	dm	Original design
02	2007-11-13	dm	dm	Rev. PUD Submittal
03	2007-12-26	dm	dm	Rev. PUD Submittal
04	21-01-25	dm	dm	Rev. PUD Submittal
05	21-02-01	dm	dm	Rev. PUD Submittal
06	21-04-21	dm	dm	Rev. PUD Submittal
07	21-05-17	dm	dm	Rev. PUD Submittal
08	21-09-25	dm	dm	Rev. PUD Submittal

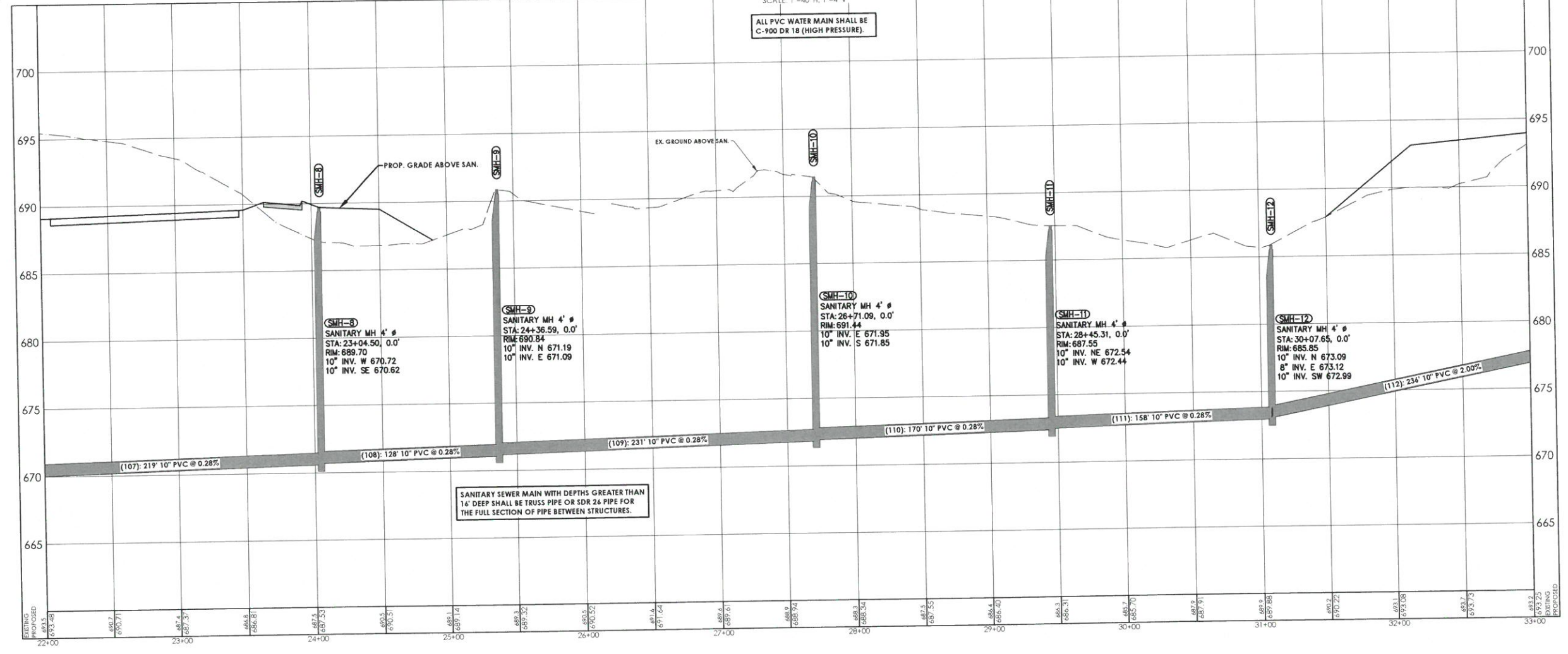
Bay Area Transportation Authority
 BATA HQ Transit-Oriented Development PUD
PLAN & PROFILE - SANITARY: STA 11+00 TO 22+00
 Section 23, Town 27 North, Range 11 West
 Garfield Township, Grand Traverse County, Michigan

PUD SUBMITTAL
 20108
C6.4



SANITARY SEWER PROFILE

SCALE: 1"=40' H, 1"=4' V



BM#1: ELEV = 684.63 (NAVD 88)
EXIST. SAN. CLEANOUT MH RIM

BM#2: ELEV = 731.65 (NAVD 88)
EXIST. SAN. AIR RELEASE MH RIM



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P.O. Box 4015
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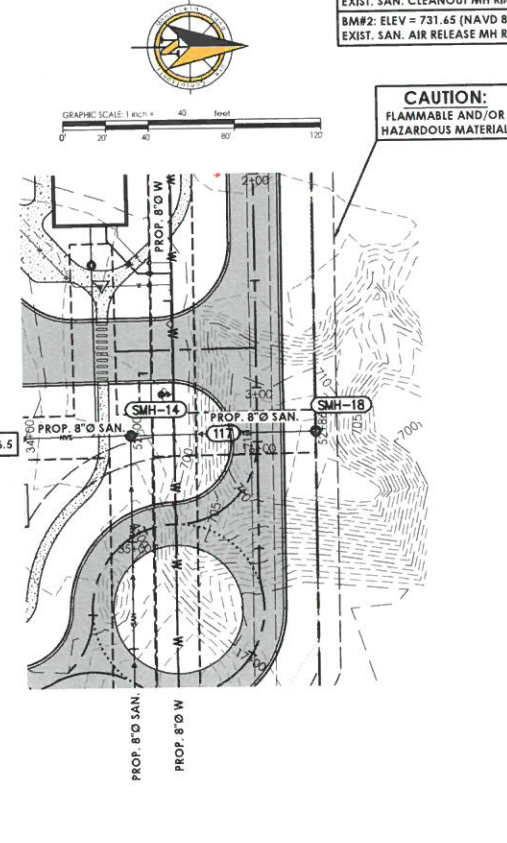
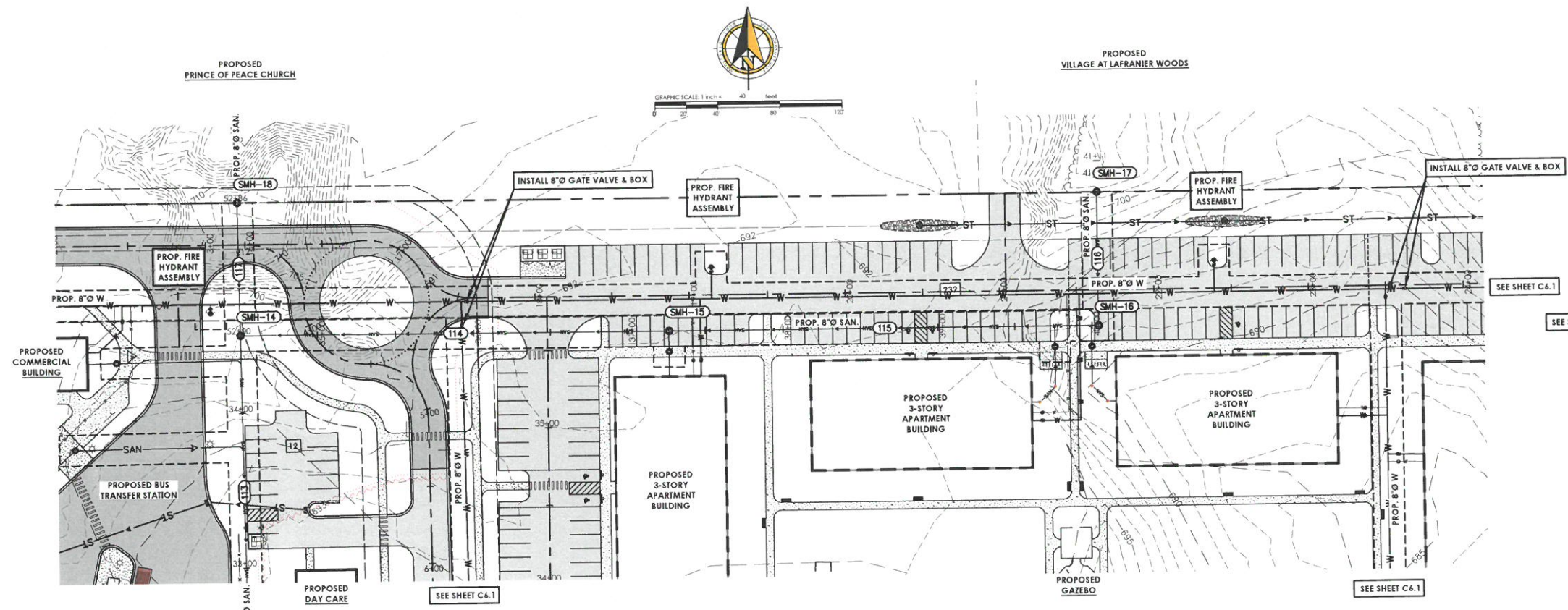
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01	2022/11/13	dm	dm	Original design
02	2022/11/13	dm	dm	Per PUD Submittal
03	2023/10/10	dm	dm	Per PUD Submittal
04	2023/10/28	dm	dm	Per PUD Submittal
05	2023/10/28	dm	dm	Per PUD Submittal
06	2023/10/28	dm	dm	Per PUD Submittal
07	2023/10/28	dm	dm	Per PUD Submittal
08	2023/10/28	dm	dm	Per PUD Submittal

Bay Area Transportation Authority
BATA HQ Transit-Oriented Development PUD
PLAN & PROFILE - SANITARY: STA 22+00 TO 33+00
Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

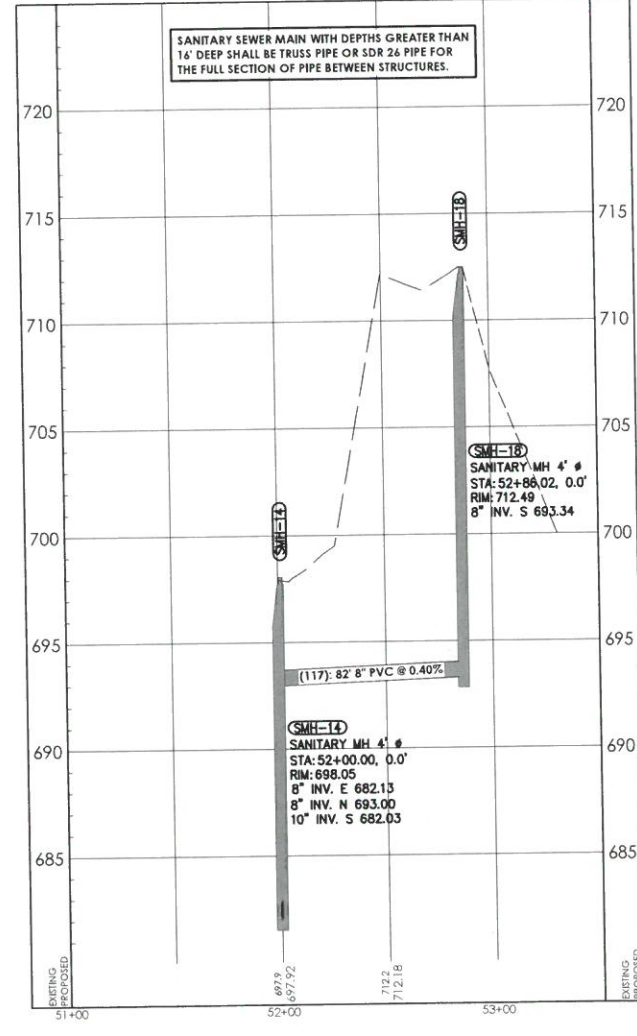
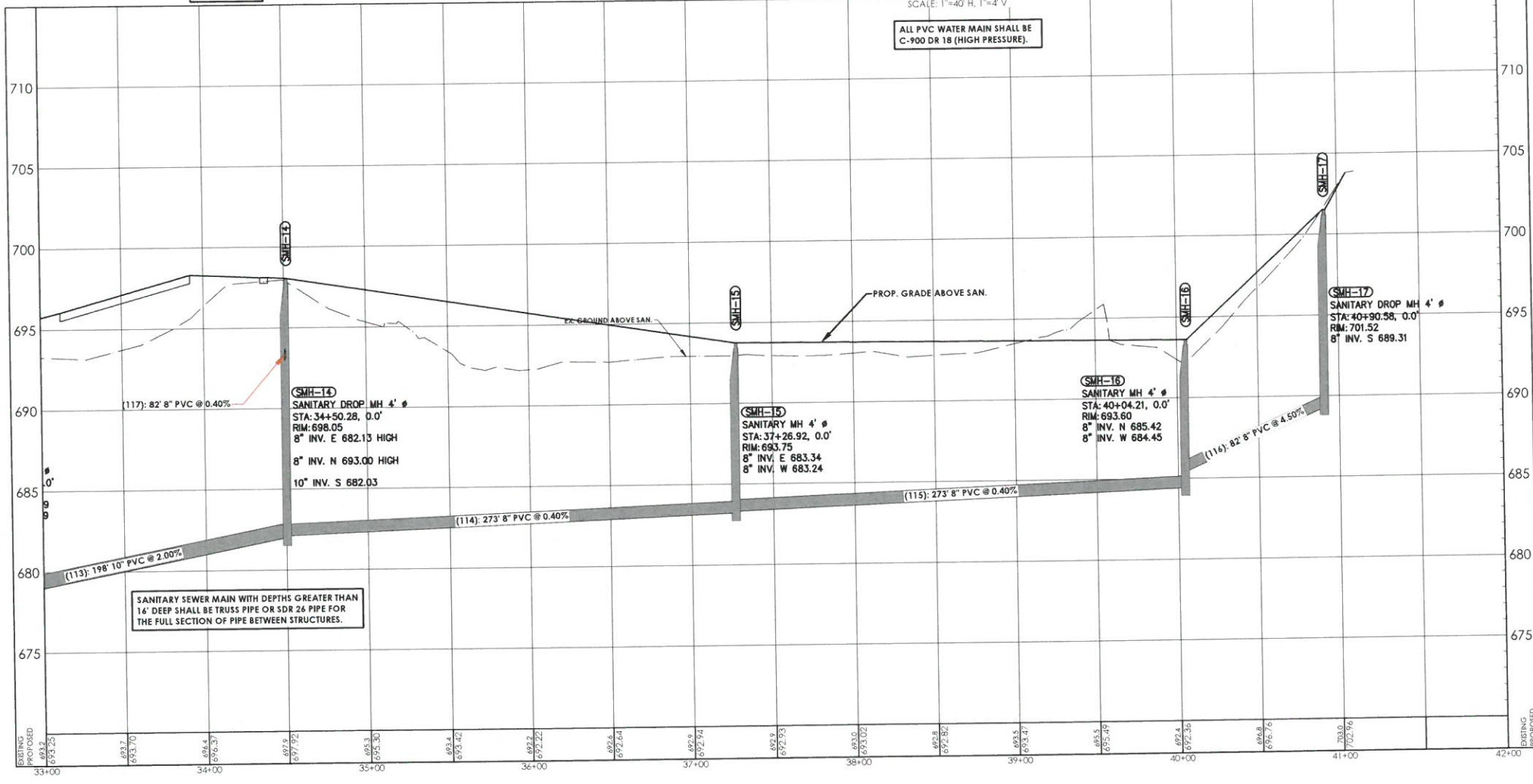
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C6.5



SANITARY SEWER PROFILE



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REV.	DATE	BY	CHK.	DESC.
01	2/20/13	dm	mm	Original design
02	3/13/10	dm	mm	Rev. PUD Submittal
03	3/13/10	dm	mm	Rev. PUD Submittal
04	3/13/10	dm	mm	Rev. PUD Submittal
05	3/13/10	dm	mm	Rev. PUD Submittal
06	3/13/10	dm	mm	Rev. PUD Submittal
07	3/13/10	dm	mm	Rev. PUD Submittal
08	3/13/10	dm	mm	Rev. PUD Submittal
09	3/13/10	dm	mm	Rev. PUD Submittal
10	3/13/10	dm	mm	Rev. PUD Submittal
11	3/13/10	dm	mm	Rev. PUD Submittal
12	3/13/10	dm	mm	Rev. PUD Submittal
13	3/13/10	dm	mm	Rev. PUD Submittal
14	3/13/10	dm	mm	Rev. PUD Submittal
15	3/13/10	dm	mm	Rev. PUD Submittal
16	3/13/10	dm	mm	Rev. PUD Submittal
17	3/13/10	dm	mm	Rev. PUD Submittal
18	3/13/10	dm	mm	Rev. PUD Submittal
19	3/13/10	dm	mm	Rev. PUD Submittal
20	3/13/10	dm	mm	Rev. PUD Submittal

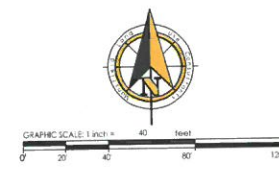
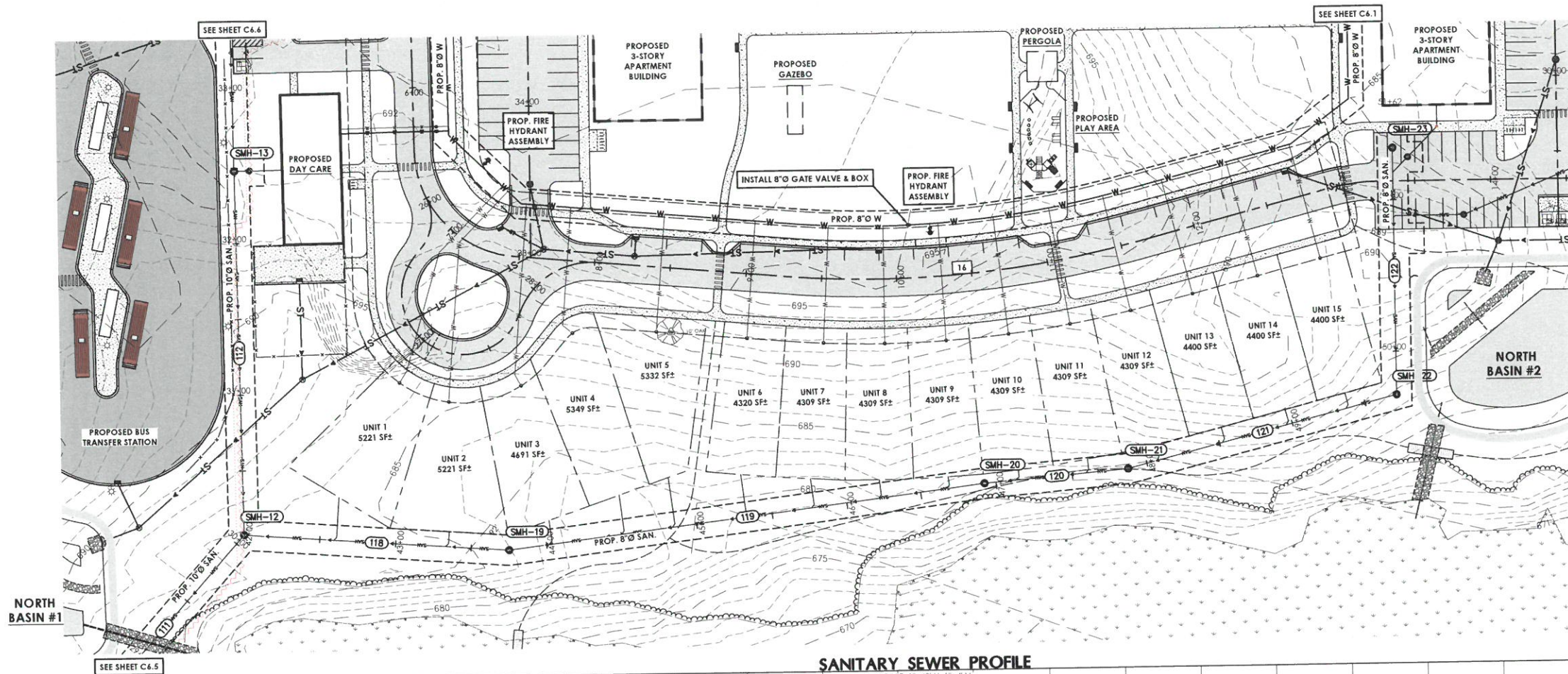
Bay Area Transportation Authority
 BATA HQ Transit-Oriented Development PUD
PLAN & PROFILE - SANITARY: STA 33+00 TO 42+00 & CHURCH
 Section 23, Town 27 North, Range 11 West
 Garfield Township, Grand Traverse County, Michigan

PUD SUBMITTAL

DATE: 07.13.20

20108

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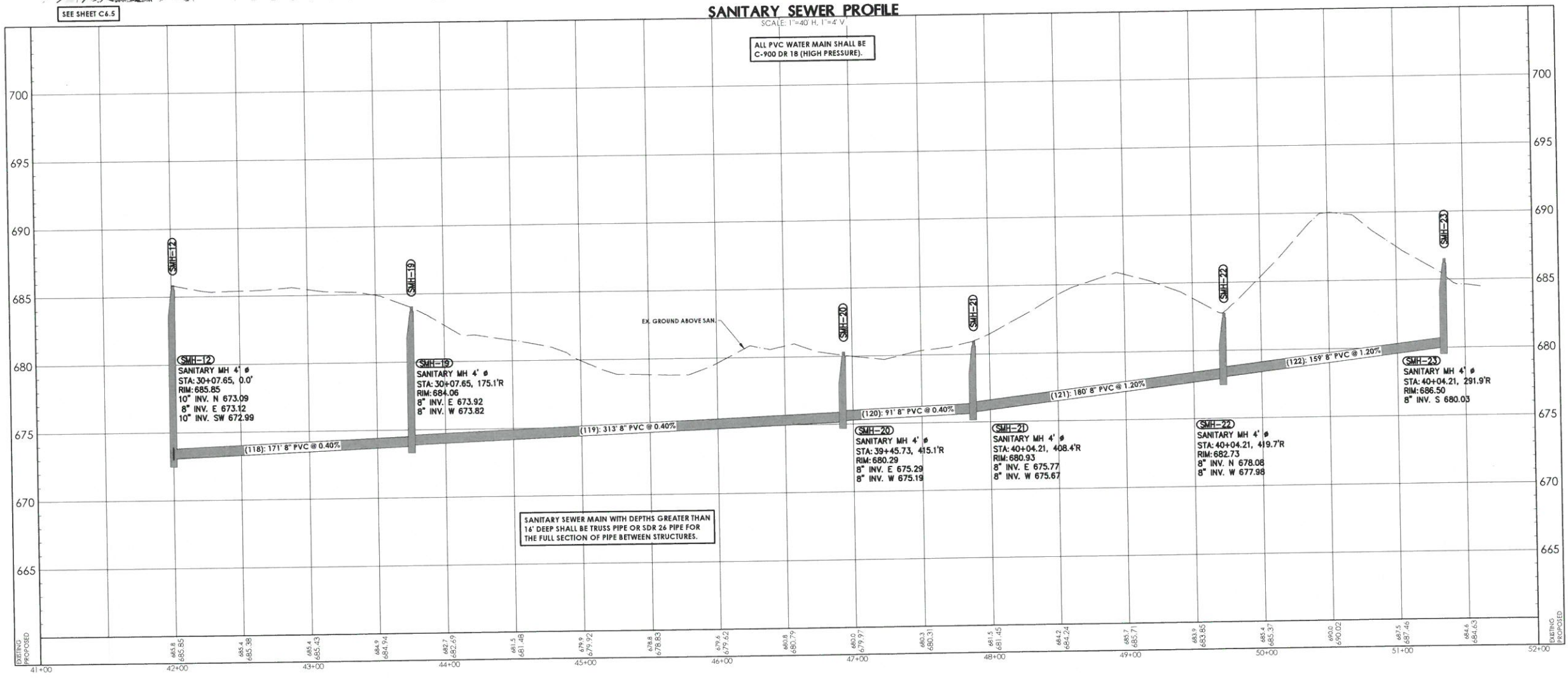


BM#1: ELEV = 684.63 (NAVD 88)
 EXIST. SAN. CLEANOUT MH RIM
 BM#2: ELEV = 731.65 (NAVD 88)
 EXIST. SAN. AIR RELEASE MH RIM

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 P.O. Box 4015
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SANITARY SEWER PROFILE
 SCALE: 1" = 40' H, 1" = 4' V



REV.	DATE	BY	CHK.	DESC.
01	2002-11-13	dm	mm	dm Original design
02	2003-10-10	dm	mm	dm Rev. PUD Submittal
03	2003-10-28	dm	mm	dm Rev. PUD Submittal
04	21-01-25	dm	mm	dm Rev. PUD Submittal
05	21-02-01	dm	mm	dm Rev. PUD Submittal
06	21-02-01	dm	mm	dm Rev. PUD Submittal
07	21-02-01	dm	mm	dm Rev. PUD Submittal
08	21-02-01	dm	mm	dm Rev. PUD Submittal

Bay Area Transportation Authority
 BATA HQ Transit-Oriented Development PUD
PLAN & PROFILE - SANITARY: STA 42+00 TO 52+00
 Section 23, Town 27 North, Range 11 West
 Garfield Township, Grand Traverse County, Michigan

PUD SUBMITTAL
 20108
C6.7

PLANT LEGEND

- Oak, Red (Quercus rubra)
- Maple, Red (Acer rubrum)
- Linden, Little Leaf (Tilia cordata)
- Spruce, Black Hills (Picea glauca 'Densata')
- Hawthorn, Thornless (Crateagus crus-galli var. nemis)
- Serviceberry (Amelanchier x grandiflora 'Autum Brilliance')
- Dogwood, Red Osier (Cornus sericea 'Cardinal')
- Sumac, Aromatic 'Gro-Low' (Rhus aromatica 'Gro-Low')

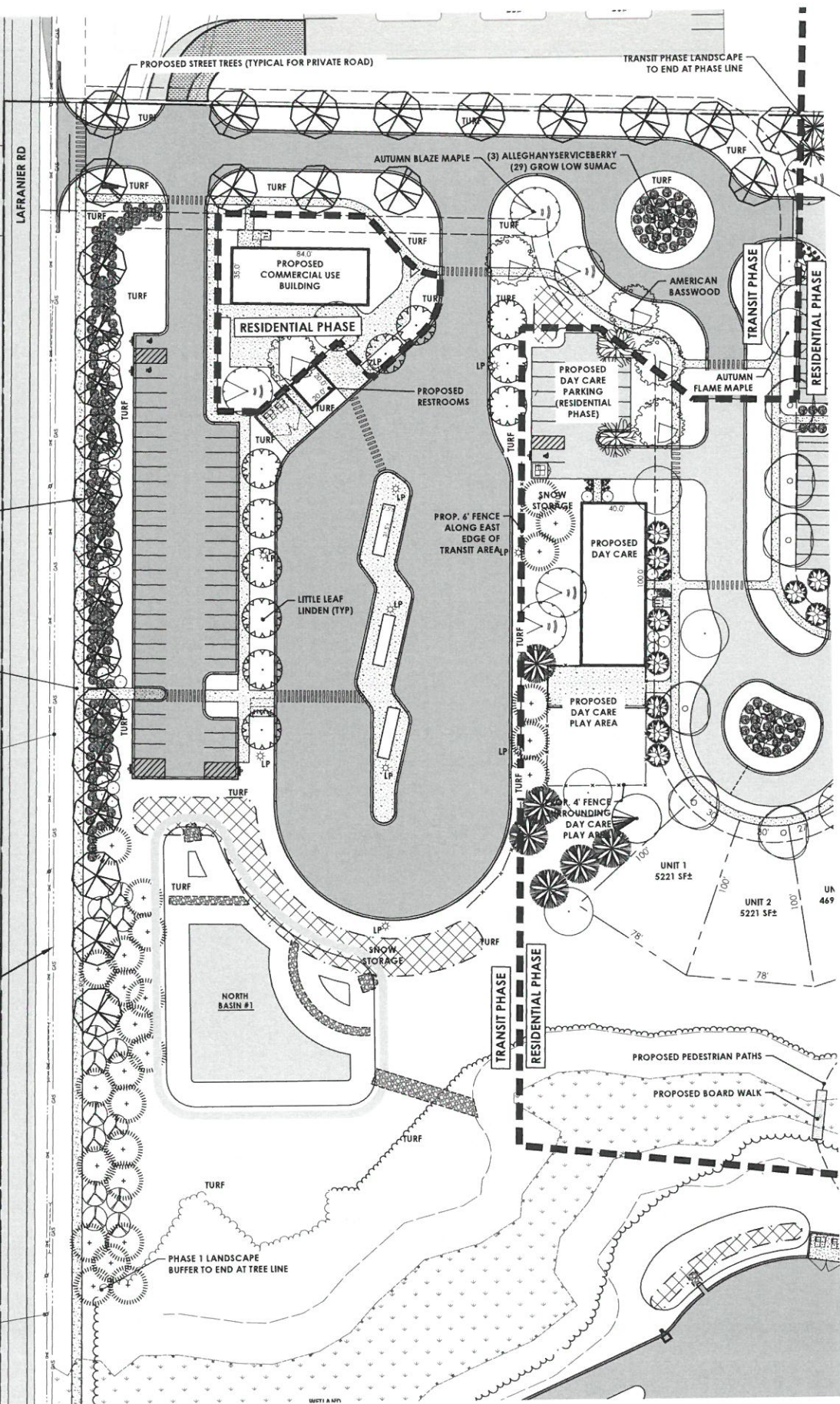
LANDSCAPE BUFFER 'E': 650 LF. - MIN. 10' WIDE

REQUIRED:	13 LARGE TREES	PROVIDED:	13 MAPLE TREES
	13 MEDIUM OR SMALL TREES		13 SERVICEBERRY TREES
	20 EVERGREEN TREES		20 SPRUCE TREES
	195 SHRUBS		170 SUMAC & DOGWOOD

PROPOSED 6' WIDE CONCRETE SIDEWALK ALONG LA FRANIER ROAD

CAUTION UNDERGROUND GAS LINE

CAUTION: FLAMMABLE AND/OR HAZARDOUS MATERIAL



PLANTING NOTES:

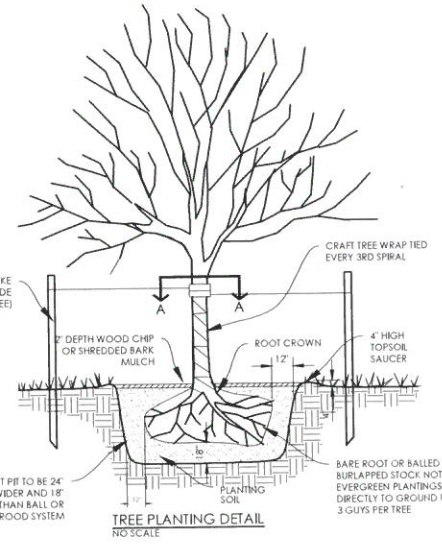
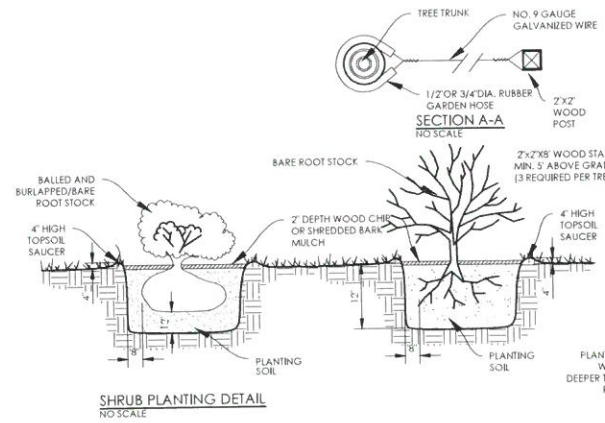
- CLEAN UP AND REMOVE FROM THE PLANTING AREAS WEEDS AND GRASSES, INCLUDING ROOTS, AND ANY MINOR ACCUMULATED DEBRIS AND RUBBISH BEFORE COMMENCING WORK.
- REMOVE AND DISPOSE OF ALL SOIL IN PLANTING AREAS THAT CONTAINS ANY DELETERIOUS SUBSTANCE SUCH AS OIL, PLASTER, CONCRETE, GASOLINE, PAINT, SOLVENTS, ETC., REMOVING THE SOIL TO A MINIMUM DEPTH OF SIX (6) INCHES OR TO THE LEVEL OF DRYNESS IN THE AFFECTED AREAS. THE AFFECTED SOIL SHALL BE REPLACED WITH NATIVE OR IMPORTED SOIL AS REQUIRED.
- FINISH GRADING ALL PLANTING AREAS TO A SMOOTH AND EVEN CONDITION. MAKING CERTAIN THAT NO WATER POCKETS OR IRREGULARITIES REMAIN. REMOVE AND DISPOSE OF ALL FOREIGN MATERIALS, CLUMPS AND ROCKS OVER 1 INCH IN DIAMETER WITHIN 3 INCHES OF SURFACE.
- ALL PLANT MATERIALS SHALL BE HEALTHY, WELL DEVELOPED REPRESENTATIVES OF THEIR SPECIES OF VARIETIES, FREE FROM DISFIGUREMENT WITH WELL-DEVELOPED BRANCH AND ROOT SYSTEMS, AND SHALL BE FREE FROM ALL PLANT DISEASES AND INSECT INFESTATION.
- ALL PLANT SUBSTITUTIONS WILL BE SUBJECT TO THE OWNER'S APPROVAL.
- EACH PLANT SHALL BE PLANTED WITH ITS PROPORTIONATE AMOUNT OF SOIL AMENDMENT AND FERTILIZER. HAND SMOOTH PLANTING AREA AFTER PLANTING TO PROVIDE AN EVEN, SMOOTH, FINAL FINISH GRADE. TO AVOID DRYING OUT, PLANTINGS SHALL BE IMMEDIATELY WATERED AFTER PLANTING UNTIL THE ENTIRE AREA IS SOAKED TO THE FULL DEPTH OF EACH HOLE UNLESS OTHERWISE NOTED ON THE DRAWING.
- MULCH ALL PLANTING BEDS WITH 3 INCHES OF SHREDDED BARK MULCH.
- REMOVE ALL TAGS, LABELS, NURSERY STAKES AND TIES FROM ALL PLANT MATERIAL ONLY AFTER THE APPROVAL OF THE OWNER.
- ALL PLANTS SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR. THE GUARANTEE PERIOD COMMENCES FROM THE TIME OF FINAL ACCEPTANCE BY THE OWNER. REPLACE AS SOON AS WEATHER PERMITS, ALL DEAD PLANTS NOT IN VIGOROUS CONDITION AS NOTED DURING THE MAINTENANCE PERIOD. SAID PLANTS SHALL BE MAINTAINED FOR A PERIOD OF 90 CALENDAR DAYS FROM THE REPLACEMENT DATE. PLANTS USED FOR REPLACEMENTS SHALL BE SAME KIND AND SIZE AS ORIGINALLY PLANTED. THEY SHALL BE FURNISHED, PLANTED AND FERTILIZED AS SPECIFIED AND GUARANTEED.
- ALL DISTURBED AREAS SHALL BE TOP SOILED TO A DEPTH OF 4", SEEDED, FERTILIZED AND MOLDED MULCH BLANKETS SHALL BE USED AS NEEDED IN AREAS OF POTENTIAL EROSION PRIOR TO ESTABLISHMENT OF LAWN AREAS.

IRRIGATION NOTES:

- LANDSCAPING TO BE IRRIGATED. INSTALLATION TO BE PERFORMED BY A REPUTABLE IRRIGATION CONTRACTOR.

LANDSCAPING PREPARED BY:

PETRA H. KUENHLE, RLA
LANDSCAPE ARCHITECT
NO. 3901001366



PLANT LIST - TRANSFER STATION

common name	botanical name	size	estimated quantity
TREES			
Basswood, American	Tilia americana	2 1/2' B&B	3
Linden, Little Leaf	Tilia cordata	2 1/2' B&B	9
Maple, Autumn Blaze	Acer x 'Freemantli' 'Autumn Blaze'	2 1/2' B&B	2
Maple, Autumn Flame	Acer rubrum 'Autumn Flame'	1 1/2' B&B	2
Maple, Red	Acer rubrum	2 1/2' B&B	28
Serviceberry, Allegheny	Amelanchier laevis	2 1/2' B&B	3
Serviceberry	Amelanchier x grandiflora 'Autum Brilliance'	6 B&B	0
Spruce, Black Hills	Picea glauca 'Densata'	6-8' B&B	20
SHRUBS			
Dogwood, Red Osier	Cornus sericea 'Cardinal'	5 gallon	25
Sumac, Gro-Low Fragrant	Rhus aromatica 'Gro-Low'	5 gallon	199

Note: Plant quantities shown are estimates and may be subject to change depending upon actual site layout/install.

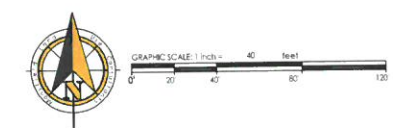
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REV.	DATE	BY	CHK	DESCRIPTION
01	2007-11-13	dim	mmv	Original design
02	2012-10-10	dim	mmv	Per PUD Submittal
03	2012-10-28	dim	mmv	Per PUD Submittal
04	2012-10-28	dim	mmv	Per PUD Submittal
05	2012-10-28	dim	mmv	Per PUD Submittal
06	2012-10-28	dim	mmv	Per PUD Submittal
07	2012-10-28	dim	mmv	Per PUD Submittal
08	2012-10-28	dim	mmv	Per PUD Submittal
09	2012-10-28	dim	mmv	Per PUD Submittal
10	2012-10-28	dim	mmv	Per PUD Submittal

Bay Area Transportation Authority
BATA HQ Transit-Oriented Development PUD
LANDSCAPE PLAN - NORTH
Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

PUD SUBMITTAL
20108
L1.0



PLANT LEGEND

- Oak, Red (Quercus rubra)
- Maple, Red (Acer rubrum)
- Linden, Little Leaf (Tilia cordata)
- Spruce, Black Hills (Picea glauca 'Densata')
- Hawthorn, Thornless Cockspur (Crataegus crus-galli var. inermis)
- Serviceberry (Amelanchier x gandrifera 'Autumn Brilliance')
- Dogwood, Red Osier (Cornus sericea 'Cardinal') 6-9' tall 8' to 12' wide
- Sumac, Aromatic 'Grow-Low' (Rhus aromatica 'Grow-Low')

PROPOSED GARFIELD TOWNSHIP BIKE PATH

PROPOSED 6' WIDE CONCRETE SIDEWALK ALONG LA FRANIER ROAD

LANDSCAPE BUFFER 'C': 250 L.F. - MIN. 10' WIDE

REQUIRED: 8	LARGE TREES	PROVIDED: 6	MAPLE TREES & OAK TREES
8	MEDIUM OR SMALL TREES	2	HAWTHORN TREES
3	EVERGREEN TREES	3	SPRUCE TREES

CAUTION:
FLAMMABLE AND/OR HAZARDOUS MATERIAL

LANDSCAPE BUFFER 'D': 300 L.F. - MIN. 20' WIDE

REQUIRED: 12	LARGE TREES	PROVIDED: 12	MAPLE TREES
9	MEDIUM OR SMALL TREES	9	HAWTHORN TREES
9	EVERGREEN TREES	9	SPRUCE TREES

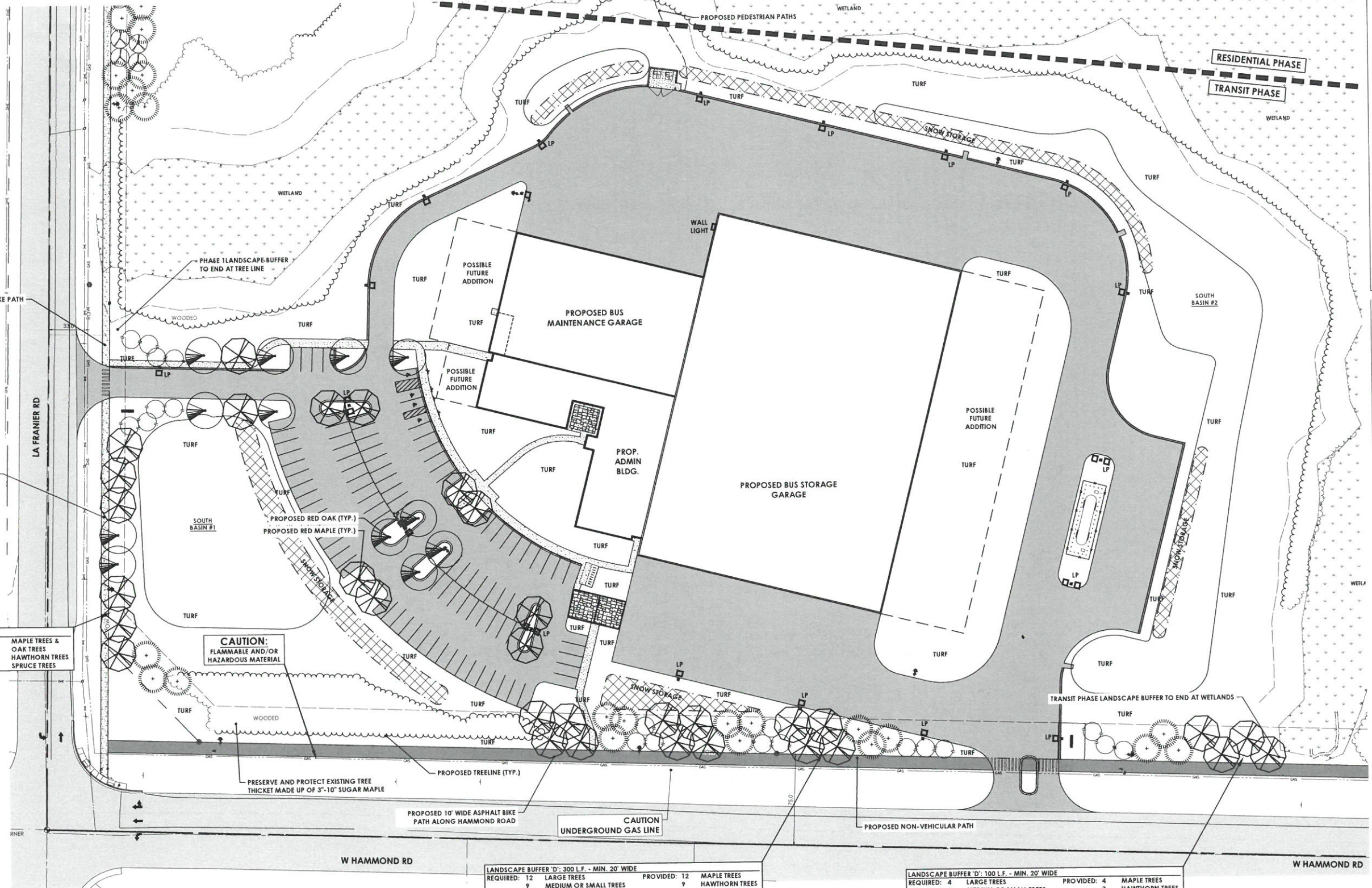
LANDSCAPE BUFFER 'D': 100 L.F. - MIN. 20' WIDE

REQUIRED: 4	LARGE TREES	PROVIDED: 4	MAPLE TREES
3	MEDIUM OR SMALL TREES	3	HAWTHORN TREES
3	EVERGREEN TREES	3	SPRUCE TREES

PLANT LIST - MAIN BUILDING

TREES	common name	botanical name	size	estimated quantity
	Hawthorn, Thornless Cockspur	Crataegus crus-galli var. inermis	6' B&B	20
	Maple, Red	Acer rubrum	2 1/2" B&B	32
	Oak, Red	Quercus rubra	2 1/2" B&B	12
	Spruce, Black Hills	Picea glauca 'Densata'	6-8' B&B	15

Note: Plant quantities shown are estimates and may be subject to change depending upon actual site layout/install.



830 Cottageview Dr., Ste. 201
P.O. Box 4015
Traverse City, MI 49685
Phone: 231-946-9310
www.mansfield.com
info@mansfield.com

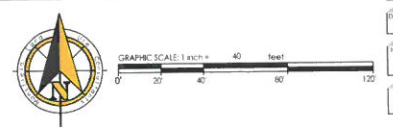
Mansfield
Land Use Consultants

REV	DATE	BY	CHK	DESCRIPTION
01	10/07/13	dm	mm	Original design
02	10/15/13	dm	mm	Final PUD Submittal
03	10/15/13	dm	mm	Final PUD Submittal
04	11/01/13	dm	mm	Final PUD Submittal
05	11/01/13	dm	mm	Final PUD Submittal
06	11/01/13	dm	mm	Final PUD Submittal
07	11/01/13	dm	mm	Final PUD Submittal
08	11/01/13	dm	mm	Final PUD Submittal

Bay Area Transportation Authority
BATA HQ Transit-Oriented Development PUD
LANDSCAPE PLAN - SOUTH
Section 23, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

PUD SUBMITTAL

SEE PLANTING NOTES AND DETAIL, SHEET L1.0

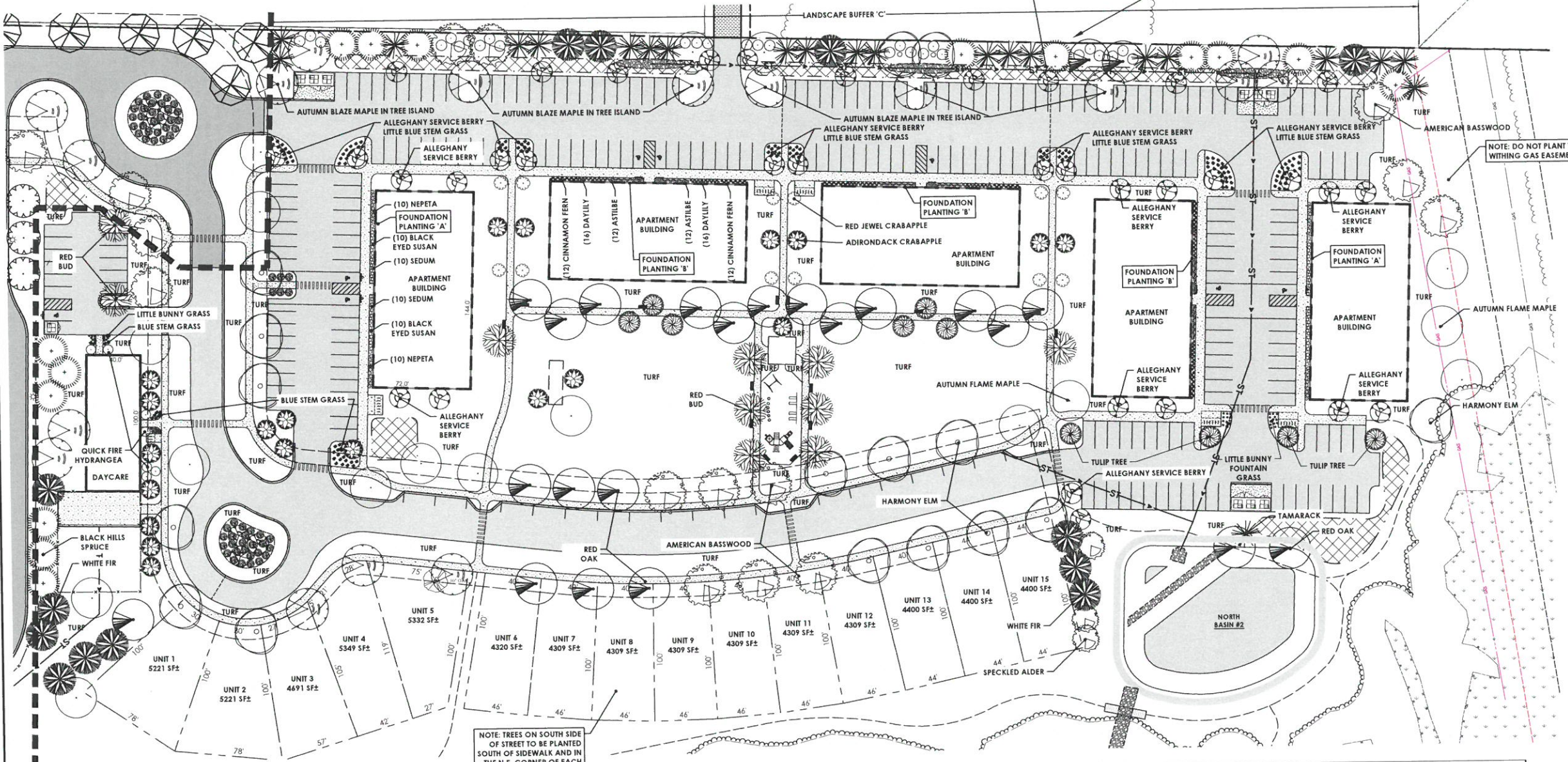


20108
L1.1

LANDSCAPE BUFFER 'C':

REQUIRED:	24 LARGE TREES	PROVIDED:	4 AUTUMN BLAZE MAPLE
	24 MEDIUM OR SMALL TREES		2 AUTUMN FLAME MAPLE
	8 EVERGREEN TREES		2 AMERICAN BASSWOOD
			2 HARMONY ELM
			2 RED OAK
			10 ALLEGHANY SERVICEBERRY
			21 TAMARACK
			9 BLACK HILLS SPRUCE
			4 WHITE FIR
		PROVIDED AS PART OF PARKING LOT SCREENING:	28 RED OSIER DOGWOOD

NOTE: PROPOSED TREES AND SHRUBS TO BE PLANTED OUTSIDE OF STORM GRAVEL AND NOT ABOVE STORM DRAIN PIPING



NOTE: DO NOT PLANT TREES WITHIN GAS EASEMENT

NOTE: TREES ON SOUTH SIDE OF STREET TO BE PLANTED SOUTH OF SIDEWALK AND IN THE N.E. CORNER OF EACH LOT. DO NOT PLANT TREES ABOVE FORCEMAIN

PLANT LEGEND

- | SYMBOL | NAME |
|-------------------|---|
| (Circle with 'O') | Elm, New Harmony (Ulmus americana 'New Harmony') |
| (Circle with 'M') | Maple, Autumn Blaze (Acer x Freemanii 'Autumn Blaze') |
| (Circle with 'F') | Maple, Autumn Flame (Acer rubrum 'Autumn Flame') |
| (Circle with 'B') | Basswood, American (Tilia americana) |
| (Circle with 'O') | Oak, Red (Quercus rubra) |
| (Circle with 'S') | Spruce, Black Hills (Picea glauca 'Densata') |
| (Circle with 'R') | Redbud, Eastern (Cercis canadensis) |
| (Circle with 'F') | Fir, White (Pseudotsuga menziesii 'glauca') |
| (Circle with 'A') | Alder, Speckled (Alnus rugosa) |
| (Circle with 'T') | Tamarack, Larch (Larix laricina) |
| (Circle with 'S') | Serviceberry, Alleghany (Amelanchier laevis) |
| (Circle with 'M') | Tulip Tree, Fastigiatum (Liriodendron tulipifera 'Fastigiata') |
| (Circle with 'C') | Crabapple, Adirondack (Malus Adirondack) |
| (Circle with 'J') | Crabapple, Red Jewel (Malus Red Jewel) |
| (Circle with 'D') | Dogwood, Red Osier (Cornus sericea 'Cardinal') |
| (Circle with 'H') | Hydrangea, Quick Fire (Hydrangea paniculata) |
| (Circle with 'S') | Sumac, Aromatic 'Growth-Low' (Rhus aromatica 'Growth-Low') |
| (Circle with 'G') | Grass, Little Bluestem Ornamental (Schizachyrium scoparium 'The Blues') |
| (Circle with 'N') | Nepeta (Nepeta curviflora) |
| (Circle with 'B') | Black Eyed Susan, Goldstrum (Rudbeckia ligula sulfurata 'Goldstrum') |
| (Circle with 'S') | Sedum, Brilliant (Sedum brilliant) |
| (Circle with 'A') | Astilbe, Glut (Astilbe x arendsi 'Glut') |
| (Circle with 'F') | Fern, Cinnamon (Osmunda cinnamomea) |
| (Circle with 'D') | Daylily, Stella de Oro (Hemerocallis 'Stella de Oro') |
| (Circle with 'G') | Grass, Little Bunny Fountain (Pennisetum alopecuroides 'Hameln') |
| (Circle with 'T') | Turf Line |

PLANT LIST - CAFE

common name	botanical name	size	estimated quantity
Alder, Speckled	Alnus rugosa	2 1/2' B&B	1
Basswood, American	Tilia americana	2 1/2' B&B	2
Linden, Little Leaf	Tilia cordata	2 1/2' B&B	2
Maple, Autumn Blaze	Acer x Freemanii 'Autumn Blaze'	2 1/2' B&B	2

Note: Plant quantities shown are estimates and may be subject to change depending upon actual site layout/install.

PLANT LIST - APARTMENTS & DAYCARE

common name	botanical name	size	estimated quantity
Alder, Speckled	Alnus rugosa	2 1/2' B&B	3
Basswood, American	Tilia americana	2 1/2' B&B	12
Crabapple, Adirondack	Malus Adirondack	2 1/2' B&B	20
Crabapple, Red Jewel	Malus Red Jewel	2 1/2' B&B	12
Elm, New Harmony	Ulmus americana 'New Harmony'	2 2/2' B&B	16
Fir, White	Pseudotsuga menziesii 'glauca'	6 B&B	13
Maple, Autumn Blaze	Acer x Freemanii 'Autumn Blaze'	2 1/2' B&B	15
Maple, Autumn Flame	Acer rubrum 'Autumn Flame'	1 1/2' B&B	15
Oak, Red	Quercus rubra	2 1/2' B&B	23
Red Bud, Eastern	Cercis canadensis	2 1/2' B&B	10
Serviceberry, Alleghany	Amelanchier laevis	2 1/2' B&B	37
Spruce, Black Hills	Picea glauca 'Densata'	6-8 B&B	15
Tamarack, Larch	Larix laricina	6-8 B&B	22
Tulip Tree, Fastigiatum	Liriodendron tulipifera 'Fastigiata'	2 1/2' B&B	10

SHRUBS

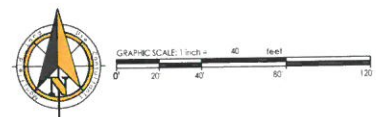
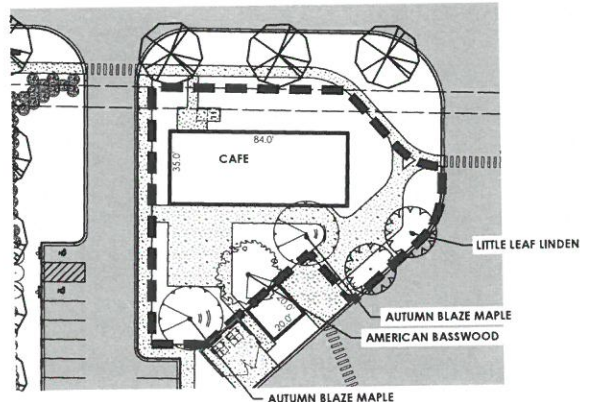
common name	botanical name	size	estimated quantity
Dogwood, Red Osier	Cornus sericea 'Cardinal'	5 gallon	28
Hydrangea, Quick Fire	Hydrangea paniculata	5 gallon	7
Spice Bush	Lindera benzoin	5 gallon	4
Sumac, Gro-Low Fragrant	Rhus aromatica 'Gro-Low'	5 gallon	31

PERENNIALS

common name	botanical name	size	estimated quantity
Astilbe, Glut	Astilbe x arendsi 'Glut'	1 gallon	72
Black Eyed Susan	Rudbeckia f. 'Goldstrum'	1 gallon	40
Daylily, Stella de Oro	hemerocallis x 'Stella de Oro'	1 gallon	96
Fern, Cinnamon	Osmunda cinnamomea	1 gallon	72
Grass, Little Bluestem Ornamental	Schizachyrium scoparium 'The Blues'	1 gallon	154
Grass, Little Bunny Fountain	Pennisetum alopecuroides 'Hameln'	1 gallon	39
Nepeta	Nepeta curviflora	1 gallon	40
Sedum, Brilliant	Sedum brilliant	1 gallon	40

Note: Plant quantities shown are estimates and may be subject to change depending upon actual site layout/install.

SEE PLANTING NOTES AND DETAIL, SHEET L1.0



Bay Area Transportation Authority
 BATA HQ Transit-Oriented Development PUD
LANDSCAPE PLAN - APARTMENTS
 Section 23, Town 27 North, Range 11 West
 Garfield Township, Grand Traverse County, Michigan


PUD SUBMITTAL

DATE: 07/13/20

SCALE: 1" = 40'

20108

L1.2

 Charter Township of Garfield Planning Department Report No. 2021-115		
Prepared:	September 1, 2021	Pages: 7
Meeting:	September 8, 2021 Planning Commission	Attachments: <input checked="" type="checkbox"/>
Subject:	Marengo 31 Special Use Permit – Introduction	
File No.	SUP-2021-03	Parcel No. 05-021-065-00
Applicant:	M Brothers Northern LLC	
Agent:	Mansfield Land Use Consultants	
Owner:	M Brothers Northern LLC	

BRIEF OVERVIEW:

Location: N US 31 South behind Baymont Inn @ 2326 N US 31 South
 Parcel area: 15.83 acres
 Existing land use: Undeveloped land behind Baymont Inn
 Existing zoning: C-H Commercial Highway

PURPOSE OF APPLICATION:

This application requests approval of a Special Use Permit for a commercial district housing development behind the Baymont Inn at 2326 N US 31 South (subject site has no address). This development includes two 30-unit apartment buildings for 60 total dwelling units. Commercial district housing developments are permitted via Special Use Permit in the C-H Commercial Highway district.

Zoomed-out aerial image of the subject property (property lines highlighted in blue):



Zoomed-in aerial image of the subject property (property lines highlighted in blue):



PROJECT HISTORY:

The applicants previously presented a conceptual review for apartment buildings on this site at the Planning Commission meeting on October 14, 2020. The concept was further developed into the current Special Use Permit application being introduced at tonight's Planning Commission meeting.

SITE DESIGN AND ZONING COMPLIANCE OVERVIEW:

In approving any special use permit pursuant to Section 423, the Planning Commission may impose such reasonable standards, conditions, or requirements, in addition to or that supersede any standard specified in this ordinance, as it may deem necessary to protect the public interest and welfare. Such additional standards may include, but need not be limited to:

- a) Financing
- b) Availability of adequate public facilities or services
- c) Dedication of land
- d) Reservation of land
- e) Creation of special assessment districts
- f) Creation of restrictive covenants or easements
- g) Special setbacks
- h) Yard requirements
- i) Increased screening or landscaping requirements
- j) Area requirements
- k) Development phasing; or
- l) Standards pertaining to traffic, circulation, noise, lighting, hours of operation, protection of environmentally sensitive areas, and similar characteristics.

STAFF COMMENTS:

Staff offers the following comments regarding site design and compliance with the Zoning Ordinance:

Commercial District Housing Developments:

Standards for commercial district housing developments are in Section 725 of the Zoning Ordinance and described by the following:

1. Design

- a. Multiple-family residential uses built within commercial zoning districts shall be designed to cohesively integrate with the surrounding commercial uses. For the purpose of making this determination, the Planning Commission may rely on the site design requirements and general criteria as set forth in § 427, Planned Unit Residential Developments.*

The proposed Marengo 31 buildings will be located behind the Baymont Inn on US 31 and will use the same access drive from US 31. The rest of the site is surrounded by wetlands and natural area.

- b. Multi-family structures shall be abutted by open space on at least one side per building.*

The site is surrounded on three sides by wetlands and natural area. The proposed development will include useable open space areas on the south sides of each building.

- c. The baseline project density shall be as described in the R-3 Multiple Family Residential Zone. At its discretion, and based upon a determination that the project is designed to meet the intent of this Section, the Planning Commission may authorize increases in density over what is regularly allowable.*

The baseline minimum lot area for multiple family within the R-3 district is 4,000 square feet per dwelling unit which translates to 10.89 units per acre. The site plan shows a size of 14.3 net acres for the site. With 60 proposed dwelling units, this gives a density of about 4.2 units per acre. The site is constrained by the buildable area with the surrounding wetlands.

- d. Parking requirements shall be as described in the R-3 Multiple Family District. Shared parking agreements as described in § 551 of this Ordinance are supported and encouraged. Parking areas shall not be located within any setback.*

For multiple family dwellings, the parking minimum is 1.5 spaces per dwelling unit and a maximum of 2.0 spaces per dwelling unit. For the proposed development, this is a range of 90 to 120 spaces and 94 spaces are shown. The parking area along the north side extends into the side yard setback and shall be moved out of this area.

Wherever off-street parking is required, a minimum of two bicycle parking spaces are required. For parking areas with greater than twenty-five (25) motor vehicle spaces, bicycle parking shall be provided on a basis of two spaces per twenty-five motor vehicle parking spaces. With 94 motor vehicle spaces proposed, 8 bicycle parking spaces are required. The site plan shows two covered bike racks with 4 spaces each, one in front of each proposed building.

- e. Landscaping shall be as required in Article 5, Table 531.1. In the event that the multifamily project does not sit on its own parcel, the application shall indicate a project boundary area which shall be used for the purpose of landscaping placement.*

The landscaping plan is described on Sheet L1.0. A total of 21 trees and 8 shrubs are proposed for portions of the site mostly adjacent to parking areas. The planting requirements from Table 531.1 would require a Type “C” buffer between multi-family residential and commercial which would consist of 3 large trees, 3 medium or small trees, and 1 evergreen or coniferous tree per 100 linear feet of greenspace area.

Given the surrounding wetlands and natural area, the applicants are proposing to count most of the existing vegetation towards their landscaping, which could be potentially considered based on the Zoning Ordinance. The Planning Commission may waive or adjust landscaping requirements for this project based on certain criteria as described in the Zoning Ordinance.

- f. Pedestrian walkways shall be provided within the subject parcel or project boundary for the purpose of providing safe and convenient movement within the site and towards other walkable places of interest such as stores, restaurants, or entertainment.*

Pedestrian walkways proposed for the site are in front of the two buildings, along the access drive, and along US 31. The pathway along US 31 is included in the Township Non-Motorized Plan as a future extension of the Mall Trail. Providing for future connections from the proposed project to the Mall Trail will allow for access to a variety of places of interest.

The site is also located directly to the west of the Township’s Miller Creek Nature Reserve. The applicant has indicated in their letter that they would consider a formal pedestrian connection to the park. A location for such connection may need to be determined on both the subject property and Township property.

- g. The residential areas of an overall commercial development site shall be adequately, but not overly, lit at night. Applications shall demonstrate that commercial lighting in the vicinity meets the dark sky requirements of this Ordinance in order to minimize impact on the residential area. Where lighting is to be installed for a residential area, average illumination levels of 0.5 to 1.0 foot candle shall be maintained. Existing commercial lighting which illuminates the residential area of the site to this level may be used in lieu of installing additional residential lighting. Common entryways shall be adequately illuminated by wall-pack style lighting fixtures.*

A lighting plan, including photometrics, was submitted along with the site plan set. There are 13 light fixtures proposed along the parking areas and the main access drive. The highest illumination level shown is 5.7 foot-candles in the parking area between the two buildings, and an average level of 0.55 foot-candles is noted.

Lighting standards of Section 517 also need to be met. The plan includes a note that all proposed lamps shall emit light measuring between 0 K and 3,500 K on the Kelvin scale, to meet the color temperature standards of the Ordinance. Lamp posts also have the same maximum height as any building in the zoning district, which is 35 feet; this shall also be noted on the lighting plan. There is little illumination shown at the lot line, with the highest value being 0.4 foot-candles.

2. Open Space Requirements

- a. A minimum of fifty square feet per unit of private outdoor space with a minimum dimension of four feet in any direction shall be provided. Private open space shall be accessible directly from the living area of the unit, in the form of a fenced yard, patio, deck, or balcony.*

According to the application, each unit will have either a patio or balcony ranging from 57 square feet to 151 square feet. These areas can be identified on the building elevation drawings, but there are no details included.

- b. A minimum of three hundred square feet per unit of common outdoor open space shall be provided. Required open space shall be consolidated to the extent reasonably possible to provide areas for the residents and/or to help buffer the residential structures from adjacent commercial uses.*

With 60 proposed units, a total of 18,000 square feet of common outdoor open space is required. The plan indicates over 20,000 square feet of common outdoor open space, although it is not quite clear how this number was calculated. On the site plan, there appears to be large contiguous open spaces behind both buildings, next to the parking lot between both buildings, and further west along the access drive. One of these open spaces will include a barbecue area as an amenity.

- c. Open space shall be designed to provide a rear yard along the longest building length of a given structure.*

Each building has a large contiguous open space behind it to function as a rear yard.

- d. Required setback areas shall not be included towards required open space areas; however, placing required open space areas adjacent to setbacks is supported.*

No common outdoor open spaces are indicated in the required setbacks.

3. Compatibility

Applications shall describe measures which will be taken to mitigate common commercial impacts such as noise, light, and nighttime operations on the multi-family project.

The proposed project is to add a multifamily use in a commercial area. The existing natural area provides extensive buffering from most surrounding commercial sites. The Baymont Inn hotel is anticipated to have minimal impacts on the proposed development in terms of noise, light, and nighttime operations.

Other Considerations:

Buildings

Two buildings are proposed, and each has a footprint of 10,658 square feet. Building elevations have been provided to illustrate building height and façade. Maximum building height in the C-H district is 35 feet and in any commercial or industrial district, building height may be increased by 1 foot for every 1 foot in additional setback. Information on the building elevations indicate that these standards are met.

Setbacks

The setback requirements in the C-H district are 50 feet for the front yard, 20 feet for the side yards, and 30 feet for the rear yard. Also, in the Schedule of Regulations, there is a clause stating: “There shall be included as an integral part of any site development within the C-H District, a strip of land fifty (50) feet or more in width on all sides which abut a residential or agricultural district, except on the side fronting on a major street or highway.” Further, only 30 feet of this transition strip may be used for a parking area, and the rest shall include landscaping, fences, walls, or combination thereof.

The site borders residential or agricultural districts on the north, east, and south, though one is a PUD which is mostly commercial (Grand Traverse Commerce Center), one is parkland (Miller Creek Nature Reserve), and one is a mixed-residential PUD (Chelsea Park). As noted previously, the parking area currently extends

into the 20-foot side yard setback on the north and needs to be moved out of this setback area, which would allow for additional landscaping. No buildings are proposed within the 50-foot transition strip.

Ingress and Egress

The existing ingress and egress drive is located on the subject site, providing access for the subject site and the adjacent Baymont Inn. No additional ingress and egress drives are proposed.

Traffic Impact Report

A traffic impact report shall be required for any major development, special use permit, or site plan under the following described conditions:

- (1) A proposed rezoning that could generate 150 or more directional trips during the peak hour or at least 1,000 more trips per day than the most intensive use that could be developed under existing zoning
- (2) A proposed development that will generate 150 or more directional trips during the peak hour or at least 500 trips per day; or
- (3) A proposed development for a 5-acre or larger site; or
- (4) Upon determination by the Director of Planning, or by the Planning Commission, that a report is necessary to determine needed road improvements or to determine that unsafe or hazardous conditions will not be created by the development as proposed.

The requirements of this section for a traffic impact report may be waived in whole or in part by the Director of Planning, or by the Planning Commission, upon a determination that such report is not necessary to determine needed road improvements or that no unsafe or hazardous conditions will be created by the development as proposed.

The proposed development is on a 15.83-acre parcel but only 1.9 acres is proposed for development, with 0.7 proposed for useable open space and 11.7 acres to remain in open space. With only 60 dwelling units, the development would not likely exceed 500 trips per day. Based on the information provided above, Staff recommends waiving the traffic impact report requirement.

Wetlands

The applicant's letter dated August 26, 2021 indicated a pre-application letter from EGLE in 2020 and that during the onsite meeting with EGLE, the existing wetland delineation, which had been completed in July 2013, was acceptable. There is a small, isolated wetland area in the middle of the site, not connected to any other wetlands, and the applicant received a permit from EGLE to fill this approximately 830 square foot area. Copies of this information are included as attachments to this report.

A 25-foot buffer from the wetlands is required by the Zoning Ordinance. This setback is indicated in some places on the site plan but needs to be labeled more consistently to determine compliance with this buffer.

Snow Storage

Snow storage is to be provided at the ratio of 10 square feet per 100 square feet of parking area. The site plan shows 46,900 square feet of area for parking and maneuvering lanes which requires 4,690 square feet of snow storage. The site plan shows 3 snow storage areas totaling 12,089 square feet which would meet this requirement.

Dumpster Enclosure

The dumpster and enclosure will be on the eastern edge of the proposed development and will be 10'x 20' with room for two 6'-tall 10' x 10' dumpster pads. Walls will match the construction materials of the main

structure and the gate will be made of pressure treated, 6’-tall, 2” x 6” boards. The proposed dumpster and enclosure appear to meet the standards of Section 516.

Other Reviews

The application is subject to additional reviews, including but not limited to the Township Engineer, Grand Traverse County Road Commission, and Metro Fire. Sewer and water utility improvements and stormwater improvements are reviewed by the Township Engineer. Escrow for these reviews is needed as determined by the Township Engineer. Signs are reviewed by the Township Zoning Administrator.

ACTION REQUESTED:

The purpose of the introductory meeting is to accept the application and to identify any concerns to address prior to holding a public hearing. As such, following an opportunity for applicant presentation and Planning Commissioner discussion, the following motion is offered for consideration:

MOTION THAT application SUP-2021-03, submitted by M Brothers Northern LLC, for a Special Use Permit for a commercial district housing development known as Marengo 31 at parcel 05-021-065-00, BE ACCEPTED, and BE SCHEDULED for a public hearing for the October 13, 2021 regular Planning Commission meeting, subject to the following items being addressed by the applicant:

1. The parking area along the north side shall be moved out of the side yard setback area.
2. Add a note to the lighting plan that lamp posts shall meet the maximum height of the zoning district.
3. Typical details of the patio and balcony areas shall be included.
4. Clarify how the common outdoor open space area was calculated.
5. Indicate the 25-foot wetland setback consistently on the site plan.
6. The application shall be subject to additional reviews, including but not limited to the Township Engineer, Grand Traverse County Road Commission, and Metro Fire.

Any additional information the Planning Commission deems necessary should be added to this motion.

Attachments:

1. Special Use Permit application letter, project narrative, and impact assessment dated August 2, 2021
2. Letter from EGLE dated September 14, 2020 with wetland delineation dated July 24, 2013
3. Permit from EGLE dated August 23, 2021
4. 11” x 17” site plan set provided by applicant dated August 23, 2021
5. Conceptual floor plan and building elevation dated August 2, 2021
6. Outdoor use area plan, dated August 25, 2021

Marengo 31

Multiple-Family Residential Development

Special Use Permit Application

Submitted to
The Charter Township of Garfield
3848 Veterans Drive
Traverse City, MI 49684
231-941-1620

Mansfield

Land Use Consultants

830 Cottageview Drive
Traverse City, MI 49684
p 231.946.9310
f 231.946.8926
i www.maaeps.com

8/2/21

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Impact Assessment	pg. 13

Project Team

Property Owner:

M Brothers Northern LLC
PO Box 27573
Scottsdale, AZ 85255

Applicant:

M Brothers Northern LLC
Danny Mikhail
PO Box 27573
Scottsdale, AZ 85255
Phone: 480-392-3100
Email: danny@dendevs.com

Planning and Engineering Consultant:

Mansfield Land Use Consultants
Dusty Christensen, LLA
PO Box 4015
Traverse City, MI 49685
Phone: (231) 946-9310 x 1008
Email: dusty@maaeps.com

Regulations Summary

Project Address:

N. US-31 South (No Address)
Traverse City, MI 49684

Project Parcel:

Part of Tax ID 28-05-021-065-00

Project Size:

15.9 acres

Existing Parcel Descriptions:

See Site Plans.

Existing Zoning:

C-H Highway Commercial

Existing Land Use:

Vacant

Proposed Land Use:

Multiple-Family Residential

Use Permitted by Special Use Permit:

Commercial District Housing Developments

The proposed multiple-family residential use is permitted by special use permit by the Township Zoning Ordinance. All special conditions within Section 725 of the Zoning Ordinance have been satisfied by the proposed plan.

Township Comprehensive Master Plan, Future Land Use:

Commercial and Recreational

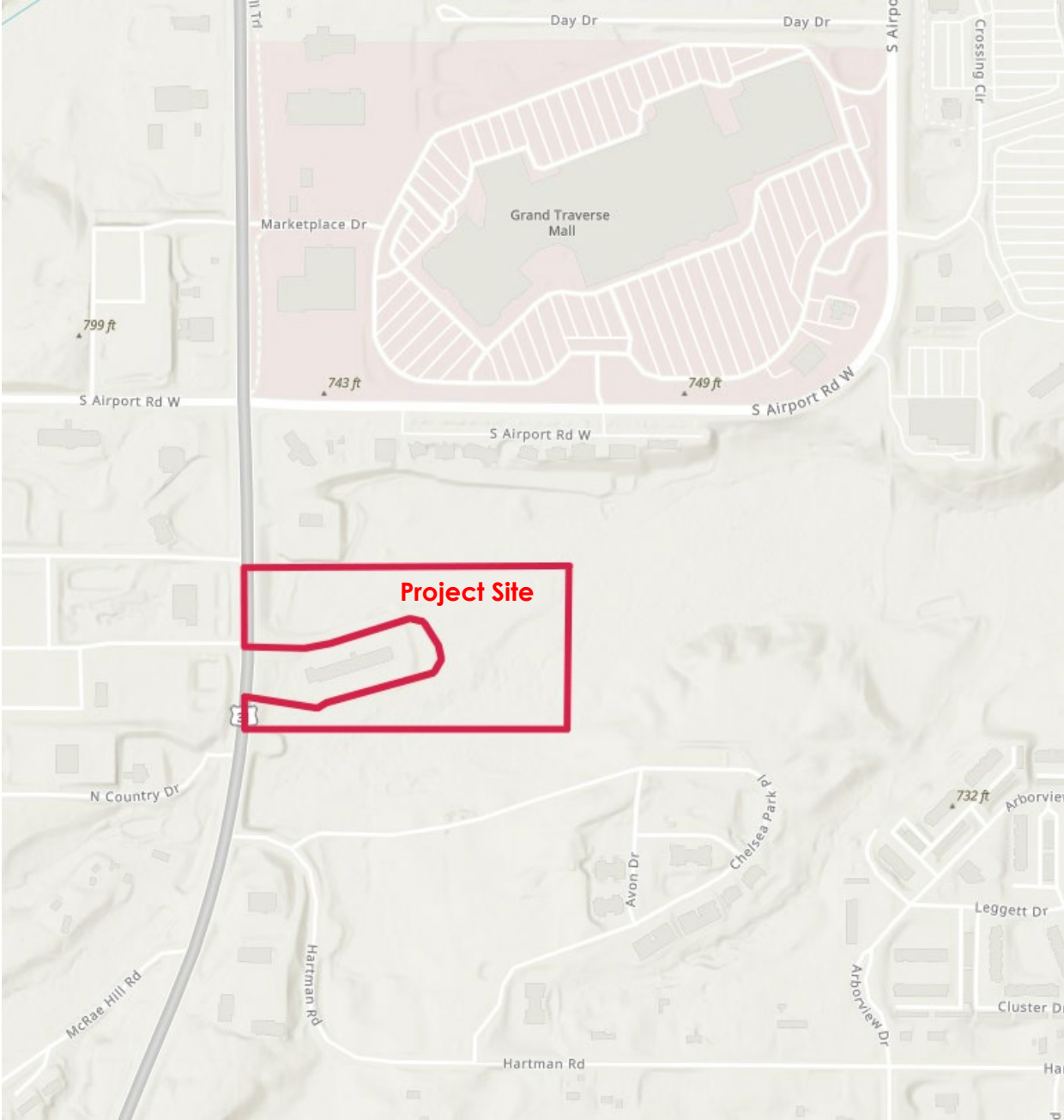
Commercial – The developable, upland area of the subject site is designated as the Commercial Future Land Use category, which allows for commercial uses of varying intensity. The proposed multiple-family residential use complements this description and the existing commercial uses and character of the US-31 corridor in the subject portion of the Township. The proposed use is well-suited for the subject site, as it provides additional housing opportunities near jobs, entertainment, and shopping within the Township and is set off of the highway, behind an existing commercial (hotel) use.

Recreational – This Future Land Use category is used to designate potential future recreation areas and typically is used for properties currently owned by the Township. The lower wetland areas on the subject site have been identified as recreational, and have been left in their natural state on the proposed site plans for the enjoyment and recreational use of the tenants of the proposed use.

Regulations Summary *continued*

	C-H zoning	Proposed
Minimum Lot Size:	10,000 sf	15.9 Acres
Minimum Lot Width:	100 ft.	433.83 ft.
Height:	35ft (may be increased 1' for each additional 1' of setback)	36' to top of parapet
Front Yard Setback:	50ft	See Plans
Side Yard Setback:	20ft	See Plans
Rear Yard Setback:	30ft	See Plans
Maximum Lot Coverage:	25%	3.59%
Min. Building X-Section:	24ft	63ft
Parking:	90 Total	94 Total

MAP -Street Map Vicinity



MAP -Aerial Photo Vicinity



Project Narrative

The applicant is proposing to construct two thirty-unit apartment buildings and associated site amenities on the subject parcel. The 15.9-acre project site is on the east side of N. US-31 South, between South Airport and Hartman Roads, and effectively surrounds the existing Baymont Hotel property. The surrounding area is an established highway corridor with public utilities and a mix of commercial and residential uses. Surrounding land uses include existing commercial uses to the north and west, and recreation uses, in the form of the Miller Creek Nature Reserve to the east.

The project site is currently vacant, with a majority of the property covered by wooded wetlands. The proposed apartment buildings, driveway, parking lots, utilities, and open space for tenant use is located on an existing upland area that extends to the northeast from the terminus of the existing shared boulevard drive from US-31. The project will be served by municipal sewer and water. Stormwater will be managed on site per the standards of the Township's stormwater ordinance, utilizing a storm water infiltrator system located under the proposed parking lots.

Existing infrastructure within the US-31 corridor, including the major highway and public utilities, allows for the proposed apartments to be built without causing an undue impact on local public services. The proposed development will comply with all soil erosion, storm water, and environmental standards of the Township, County, and State. The significant existing buffers between the development site and surrounding properties, including roughly 9.5 acres of wooded wetland area, will be preserved as part of the project.

Responses to Approval Standards in the Zoning Ordinance

The following provides information related to each standard in the referenced Section(s) of the Township Zoning Ordinance. Ordinance language is shown in **bold** text and responses are shown in plain text.

Section 423.E Approval Criteria (Special Use Permits)

A special use is permitted only if the applicant demonstrates that:

- 1. The proposed use will be consistent with the purpose and intent of the master plan and this ordinance, including all regulations of the applicable zoning district;**
The proposed use is consistent with the standards of the Zoning Ordinance, as a use allowed by Special Use Permit, and the Master Plan which defines the development area on the subject site as Commercial on the Future Land Use Map. The proposed use is also consistent with the Master Plan as it furthers the goals of providing development that provides a diversity of housing options and preserves a majority of the subject site as open space and wooded wetland area.
- 2. The proposed use will be designed, constructed, operated and maintained so as to be compatible, harmonious and appropriate with the existing or planned character and uses of the neighborhood, adjacent properties and the natural environment;**

The proposed use will be compatible and harmonious with the existing character of the nearly fully developed surrounding area, as the proposed apartment uses will supply additional housing opportunity near one of the main commercial areas within the Township and are similar in character to the existing multiple-family residential uses on adjacent properties. Additionally, the preserved wooded wetland open space on the property is compatible with the Township Reserve property, which is directly east of the subject site.

3. The proposed use will not be detrimental, hazardous or disturbing to existing or future adjacent uses or to the public welfare by reason of excessive traffic, noise, dust, gas, smoke, vibration, odor, glare, visual clutter, electrical or electromagnetic interference;

The proposed multiple-family residential uses will not be detrimental or disturbing to surrounding uses or the public welfare, as they will be constructed to comply with the regulations of the Township Zoning Ordinance and all applicable regulatory agencies. Additionally, large buffers between the proposed buildings and adjacent uses will be preserved, significantly reducing the potential for negative impacts on surrounding properties. The proposed use will generate additional traffic, but that traffic will access onto US-31, an MDOT highway designed and constructed to handle a large amount of traffic. The existing shared boulevard driveway that serves the subject site and the existing Baymont Hotel site has an existing, approved curb cut and approach onto the highway. Generally, residential uses do not create impacts due to noise, dust, gas, smoke, vibration, odor, glare, visual clutter, or electrical interference.

4. Potential adverse effects arising from the proposed use on the neighborhood and adjacent properties will be minimized through the provision of adequate parking, the placement of buildings, structures and entrances, as well as the provision and location of screening, fencing, landscaping, buffers or setbacks;

On-site parking is included on the site plans to serve the proposed use and meets the standards of the Zoning Ordinance for both parking space quantity and design. The proposed apartment buildings and other site improvements are significantly distanced and buffered from surrounding uses by the preserved wooded wetlands areas of the site, effectively eliminating any potential visual or proximity impacts that could arise from the proposed use.

5. The proposed use will retain as many natural features of the property as practicable, particularly where the natural features assist in preserving the general character of the neighborhood;

The proposed use utilizes the developable upland area of the subject site and preserves roughly 9.5 acres of existing wooded wetland. Due to the separation between the proposed development and the public thoroughfare of US-31 and the preserved vegetated buffers, the proposed buildings will have very little impact on the character neighborhood.

6. Adequate public and private infrastructure and services such as streets, water and sewage facilities, drainage structures, police and fire protection, and schools, already exist or will be provided without excessive additional requirements at public cost;

The existing public and private infrastructure and services available to the subject site will be adequate for the proposed use and will not cause excessive additional requirements at public cost. The existing share drive provides access to US-31 and existing public sewer and water utilities are available at the subject site. Plans have been submitted to the applicable local regulatory agencies for comment and/or approval, and the proposed project will comply with all standards and regulations of such agencies, including the Grand Traverse Metro Fire Department.

7. The establishment, maintenance, or operation of the proposed use shall not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

The proposed use will not be detrimental to the health, safety, and welfare of the general public and will comply with all standards and regulations of the Township Zoning Ordinance and all applicable local agencies. Plans have been submitted to the applicable local agencies for comment and/or approval.

8. The public interest and welfare supporting the proposed use shall be sufficient to outweigh individual interests that are adversely affected by the establishment of the proposed use;

The proposed use provides an additional 60 residential units for the region, helping to satisfy an identified need in the community and will not significantly impact the surrounding area or community, as described in other portions of this narrative.

9. Adequate measures shall be taken to provide ingress and egress so designed as to minimize traffic hazards and to minimize traffic congestion on the public roads;

The proposed project utilizes an existing shared driveway onto US-31 that meets MDOT driveway standards. In this location, US-31 has an existing center left-turn lane that allows for left turn stacking outside of the north and south travel lanes, reducing potential vehicular conflicts and congestion. The existing driveway is of sufficient width to allow for a lane for entering traffic and two lanes of exiting traffic making both right and left turns with plenty of space for vehicle stacking.

10. Adequate measures shall be taken to provide vehicular and pedestrian traffic within the site, and in relation to streets and sidewalks servicing the site in a safe and convenient manner; and

The proposed extension of the existing drive, along with the addition of pedestrian walks connecting the proposed site elements with each other and the public right-of-way, create a safe and convenient circulation system within the proposed development. Additionally, the proposed driveway has been designed to accommodate the standards of the fire

department, allowing for adequate access to the site for fire trucks and emergency vehicles.

11. The proposed use shall not impede the orderly development and improvement of surrounding property for uses permitted within the zoning district.

The proposed use will not impede the development or improvement of surrounding properties for permitted uses as it complements the surrounding commercial, residential, and recreational uses and will not create undue impacts on existing infrastructure in the general vicinity or the Township as a whole.

Section 725 Commercial District Housing Developments

A. Regulations and Conditions

1. Design

- a. Multiple-family residential uses built within commercial zoning districts shall be designed to cohesively integrate with the surrounding commercial uses. For the purpose of making this determination, the Planning Commission may rely on the site design requirements and general criteria as set forth in § 427, Planned Unit Residential Developments.**

The proposed residential uses are designed to integrate with the existing surrounding commercial uses as the proposed buildings are similar in scale to the existing adjacent hotel and utilize the planned extensions of the existing driveway and utilities, which were dead-ended at the property line in anticipation of future development on the subject site. Additionally, the preservation of a large majority of the subject site as open space provides significant buffering between the proposed project and surrounding properties, significantly limiting potential conflicts and effectively screening the proposed use from view.

- b. Multi-family structures shall be abutted by open space on at least one side per building.**

The proposed multiple-family residential buildings are provided with abutting open space on the south sides of the buildings. This open space is of sufficient size to comply with Township Ordinance standards and consists of usable, upland area adjacent to the buildings. This usable open space area is directly adjacent to the preserved wooded wetlands on the southern portion of the site, further increasing the benefits that the open space provides to future tenants.

- c. The baseline project density shall be as described in the R-3 Multiple Family Residential Zone. At its discretion, and based upon a determination that the project is designed to meet the intent of this**

Section, the Planning Commission may authorize increases in density over what is regularly allowable.

The R-3 zoning district allows for a residential density of 1 unit per 4,000 s.f. of lot area. Given the 15.9-acre size of the subject site, a total of 173 residential units would be allowed by the Ordinance. Based on market demand and site limitations, 60 residential units are proposed as part of this project.

- d. Parking requirements shall be as described in the R-3 Multiple Family District. Shared parking agreements as described in § 551 of this Ordinance are supported and encouraged. Parking areas shall not be located within any setback.**

Parking for multiple-family residential uses is to be provided at a rate of 1.5 spaces per residential unit, according to the Zoning Ordinance. The 60 proposed units require 90 parking spaces and the proposed plans include 94 total parking spaces on the site.

- e. Landscaping shall be as required in Article 5, Table 531.1. In the event that the multi-family project does not sit on its own parcel, the application shall indicate a project boundary area which shall be used for the purpose of landscaping placement.**

Landscape buffers in accordance with Table 531.1 have been provided as part of the proposed plans, primarily utilizing the preservation of existing wooded area to satisfy the buffer requirements.

- f. Pedestrian walkways shall be provided within the subject parcel or project boundary for the purpose of providing safe and convenient movement within the site and towards other walkable places of interest such as stores, restaurants, or entertainment.**

Proposed pedestrian sidewalks are proposed to provide safe and convenient access from the proposed buildings to the parking areas and along the shared drive to the public right-of-way and other walkable places of interest in the general vicinity.

- g. The residential areas of an overall commercial development site shall be adequately, but not overly, lit at night. Applications shall demonstrate that commercial lighting in the vicinity meets the dark sky requirements of this Ordinance in order to minimize impact on the residential area. Where lighting is to be installed for a residential area, average illumination levels of 0.5 to 1.0 foot candle shall be maintained. Existing commercial lighting which illuminates the residential area of the site to this level may be used in lieu of installing additional residential lighting. Common entryways shall be adequately illuminated by wall-pack style lighting fixtures.**

The proposed development will be lit adequately for safety purposes and comply with all dark-sky requirements of the Zoning Ordinance. A lighting plan depicting the proposed site lighting has been provided as part of the submission for this project. The common entries to the residential buildings will be lit with wall-mounted lighting that complies with the standards of the Ordinance and Building Code. Generally, the project site is situated far enough from existing commercial uses that light from these commercial uses will not impact the residents of the proposed buildings. Due to its secluded location, the project site will be lit only by the proposed project site lighting.

2. Open Space Requirements

- a. A minimum of fifty square feet per unit of private outdoor space with a minimum dimension of four feet in any direction shall be provided. Private open space shall be accessible directly from the living area of the unit, in the form of a fenced yard, patio, deck, or balcony.**

Each proposed residential unit is provided with private outdoor open space in the form of a patio or balcony. These spaces range from 57 square feet to 151 square feet, providing compliance with this standard.

- b. A minimum of three hundred square feet per unit of common outdoor open space shall be provided. Required open space shall be consolidated to the extent reasonably possible to provide areas for the residents and/or to help buffer the residential structures from adjacent commercial uses.**

The 60 proposed residential units require 18,000 square feet of common outdoor open space and 20,008 square feet of such outdoor open space is proposed adjacent to the south sides of the proposed buildings. This provided usable open space, in conjunction with the large preserved wetland open spaces on the site, buffer the proposed structures from adjacent uses and potential impacts.

- c. Open space shall be designed to provide a rear yard along the longest building length of a given structure.**

The proposed outdoor open space provides a rear yard for residents along the longest sides of the proposed structures.

- d. Required setback areas shall not be included towards required open space areas; however, placing required open space areas adjacent to setbacks is supported.**

Setback areas are not included within the proposed outdoor open space.

- 3. Compatibility. Applications shall describe measures which will be taken to mitigate common commercial impacts such as noise, light, and nighttime operations on the multi-family project.**

The most significant measure preventing common commercial impacts on the proposed project is the location of the proposed structures on the subject site. The proposed structures are located well off of the highway and a significant distance from most surrounding commercial uses. The closest of these is the Baymont Hotel, which creates little noise, light, and nighttime operation impact compared to other commercial uses. Additionally, a large portion of the subject site will be preserved as wooded wetland buffers between the proposed uses and surrounding properties.

Impact Assessment

The following provides information related to the impact assessment criteria listed on the Township Special Use Permit Application. Criteria language is shown in **bold** text and responses are shown in plain text.

- **A written illustrative description of the environmental characteristics of the site prior to development, i.e., topography, soils, vegetative cover, drainage, streams, creeks or ponds.**

The subject site is 15.9 acres in size and primarily consists of wooded wetlands, which will be preserved as part of this project. An existing developable upland area is located in the northeast portion of the property and will serve as the location for the proposed residential buildings, driveways, parking areas, and other amenities. The site is generally flat in nature with a gentle slope running west to east across the upland area, which is primarily open meadow with scattered shrubs and brush. The wooded wetland areas of the property contain a mix of evergreen and deciduous plants, including large swaths of mature trees, especially on the east and south portions of the site. Two existing creeks run from west to east across the property, but are a significant distance from the buildable upland area and will be protected by maintaining significant buffers of wooded wetland between them and any disturbed soils. Soils present in the buildable upland area are suitable for construction and storm water infiltration. The property owner has completed a number of soil borings to ensure that this is the case. A copy of the geotechnical report performed for this project has been included with this submission.

- **Types of uses and other man-made facilities.**

The proposed project consists of two 30-unit apartment buildings, a paved driveway, 94 paved parking spaces, 8 bicycle racks, a concrete pedestrian sidewalk, a common seating pavilion in the usable open space, and a dumpster enclosure. Great care has been taken to incorporate the required site development elements within the existing upland area of the site, allowing for a majority of the site to be preserved in its natural state.

- **The number of people to be housed, employed, visitors or patrons and vehicular and pedestrian traffic.**

Assuming a rate of two residents per unit, the proposed project will house approximately 120 people. Vehicular access to the site is accomplished through an extension of the existing shared drive to the northeast corner of the site, where a fire truck turnaround that complies with fire department standards has been provided. A proposed concrete pedestrian sidewalk is located along the proposed driveway, extending along the existing

drive to connect to the public right-of-way to accommodate pedestrian access to nearby commercial and entertainment establishments.

- **Phasing of the project including ultimate development proposals.**

It is proposed that the entire project be completed in one phase, with utility and rough site work occurring first, followed by building construction, paving, site restoration, and landscaping.

- **Natural features which will be retained, removed and/or modified including vegetation, drainage, hillsides, streams wetlands, woodlands, wildlife and water. The description of the areas to be changed shall include their effect on the site and adjacent properties. An aerial photo may be used to delineate the areas of change.**

As previously mentioned in this document, a majority of the subject site will be preserved in its natural state. These areas primarily consist of wooded wetlands. All earth work will occur outside of the wetland areas and Township wetland setbacks will be maintained. A small wetland pocket within the upland area of the site is proposed to be disturbed for the construction of the project and a MEGLE permit for this work has been submitted to the State.

- **The method to be used to serve the development with water and sanitary sewer facilities.**

It is proposed that connections to the existing public water and sewer systems adjacent to the site be made for this project. Existing sewer and water mains terminate at the end of the existing shared drive and it is proposed that the water main be extended into the subject site to allow for water service to the proposed buildings and for the construction of the required fire hydrants to ensure safety. Sewer pump chambers located at each proposed building will pump sewage up to an existing sewer structure and sewer main at the end of the existing drive, where the main gravity flows out to the sewer system in place at US-31.

- **The method to be used to control drainage on the site and from the site. This shall include runoff control during periods of construction.**

The proposed project will comply with all standards of the Township Storm Water Control Ordinance and the County Soil Erosion Control Ordinance both during and following construction. It is proposed that storm water from proposed impervious surfaces be collected in catch basins and piped to infiltrator systems located under the proposed parking lots. There, storm water will be held in volumes complying with Township standards and allowed to infiltrate into the ground. Any overflow from the proposed storm water control system will be captured by the surrounding wetlands, which are low in nature and will not allow storm water to flow off site or towards surrounding properties. During construction, industry standard erosion control methods, including silt fencing and seeding and mulching exposed soils, will be used to prevent sediment from being washed off site or into the on-site wetland areas.

- **If the public sewers are not available to the site, the Applicant shall submit a current approval from the Health Department or other responsible public agency indicating approval of plans for sewage treatment.**

Public sewers are available to the site and are proposed to be utilized for this project.

- **The method to be used to control any increase in effluent discharge to the air or any increase in noise level emanating from the site. Consideration of any nuisance that would be created within the site or external to the site whether by reason of dust, noise, fumes vibration, smoke or lights.**

As is the case with all development projects, the construction process will result in the creation of some noise and there are no controls proposed to limit construction noise. Following the completion of the project, there will be no, or very few, potential noise, fume, vibration, smoke, or light impacts on surrounding properties. Any impacts that may be created are greatly controlled and mitigated by the preservation of the wooded buffers previously described in this document.

- **An indication of how the proposed use conforms with existing and potential development patterns and any adverse effects.**

The proposed use complements the existing development patterns in the general vicinity by continuing the existing pattern of development in the area. In this area, commercial uses line the US-31 and South Airport Road corridors and multiple-family residential uses are set back from these corridors, creating a buffer between the commercial uses and lower-density residential development, agricultural areas, and recreation areas to the south and east. The addition of the proposed apartments creates additional housing opportunities within the Township and complements the existing multiple-family residential uses located to the south of the subject site. Additionally, the subject site is served by existing road, sewer, and water infrastructure, eliminating the need to extend such facilities into undeveloped areas.

- **The proposed density in units per acre for residential developments.**

The 60 proposed units on the 15.9-acre site result in a proposed residential density of 3.77 units per acre.

- **Name(s) and address(es) of person(s) responsible for preparation of statement.**

This statement was created, in conjunction with the property owner, by Mansfield Land Use Consultants.

- **Description of measures to control soil erosion and sedimentation during grading and construction operations and until a permanent ground cover is established. Recommendations for such measures may be obtained from the County Soil Erosion and Sedimentation office.**

The proposed project will utilize industry standard erosion control measures during construction that comply with all requirements of the County Soil Erosion Control Ordinance. Chief among these measures will be the installation of silt fence prior to construction to prevent the transport of sediment out of the construction area.

- **Type, direction, and intensity of outside lighting.**

All proposed exterior lighting will comply with the standards of the Zoning Ordinance and be dark-sky compliant. A lighting plan detailing the proposed lighting has been provided with this submission.

- **General description of deed restrictions, if any.**

No deed restriction are proposed.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY

CADILLAC



LIESL EICHLER CLARK
DIRECTOR

September 14, 2020

VIA EMAIL

Mr. Danny Mikhail
P.O. Box 27573
Scottsdale, Arizona 85255

Dear Mr. Mikhail:

SUBJECT: Preapplication Meeting
Michigan Department of Environment, Great Lakes, and Energy (EGLE)
Submission Number HP1-QV07-G7W9M

This letter is a follow-up to our August 12, 2020, preapplication meeting regarding the proposed project in Traverse City, Michigan, Grand Traverse County. The purpose of a preapplication meeting is to provide you with information that will clarify the permit process, answer preliminary questions about your specific project in order to avoid delays at a later date, and to determine, if possible, the need for wetland or inland lakes and streams permits.

During this meeting we reviewed the need to obtain a permit under Part 301, Inland Lakes and Streams; and Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). The review was based on discussion of the proposed project and/or draft permit application, the proposed site, and potential modifications to the project discussed during our meeting.

During the review of the project site, EGLE's Water Resources Division (WRD) made the following findings regarding the need for a permit under Part 301 and Part 303 of the NREPA:

- A permit is required for the project as proposed.**
- A permit is not required for the project as proposed.
- It cannot be determined whether a permit is required given the information presented at this time.

This determination is based on the enclosed project plan prepared by August 3, 2020 and dated [insert date of plan] along with other enclosed information provided at the time of this meeting only. Provided that the proposed project and location are not altered, this determination is binding on EGLE for a period of two years from the date of this meeting.

During the meeting, we also discussed a number of issues related to the project, including the following:

- Information on completing an application form.
- Possible alternative design options to minimize project effects on aquatic resources, *specifically* utilizing the available upland to the greatest degree possible.

- Needed clarification in the project plans, *specifically* the grading and filling limits relative to the wetland boundaries.
- Potential adverse effects to aquatic resources on the site that may result from the proposed project, *specifically* soil erosion and stormwater management.
- The potential presence of state or federally listed threatened or endangered species on the site. We recommend review of the material available on the Michigan Department of Natural Resources' (MDNR) Website: https://www.michigan.gov/dnr/0,4570,7-350-79134_82777-230551--,00.html

Please note that this is not a permit. The WRD cannot indicate during a preapplication meeting whether or not a permit will be issued. The WRD cannot make a decision regarding a permit until it has considered all of the information provided in the final permit application, and, in some instances, has also considered comments received in response to a public notice of the project. Therefore, the WRD cannot legally tell you whether the project will be permitted in advance of a permit application being submitted and reviewed.

The EGLE submission number assigned to this project is HP1-QV07-G7W9M. Please keep a record of this submission number and use it when submitting a final application or otherwise corresponding with our office on this project.

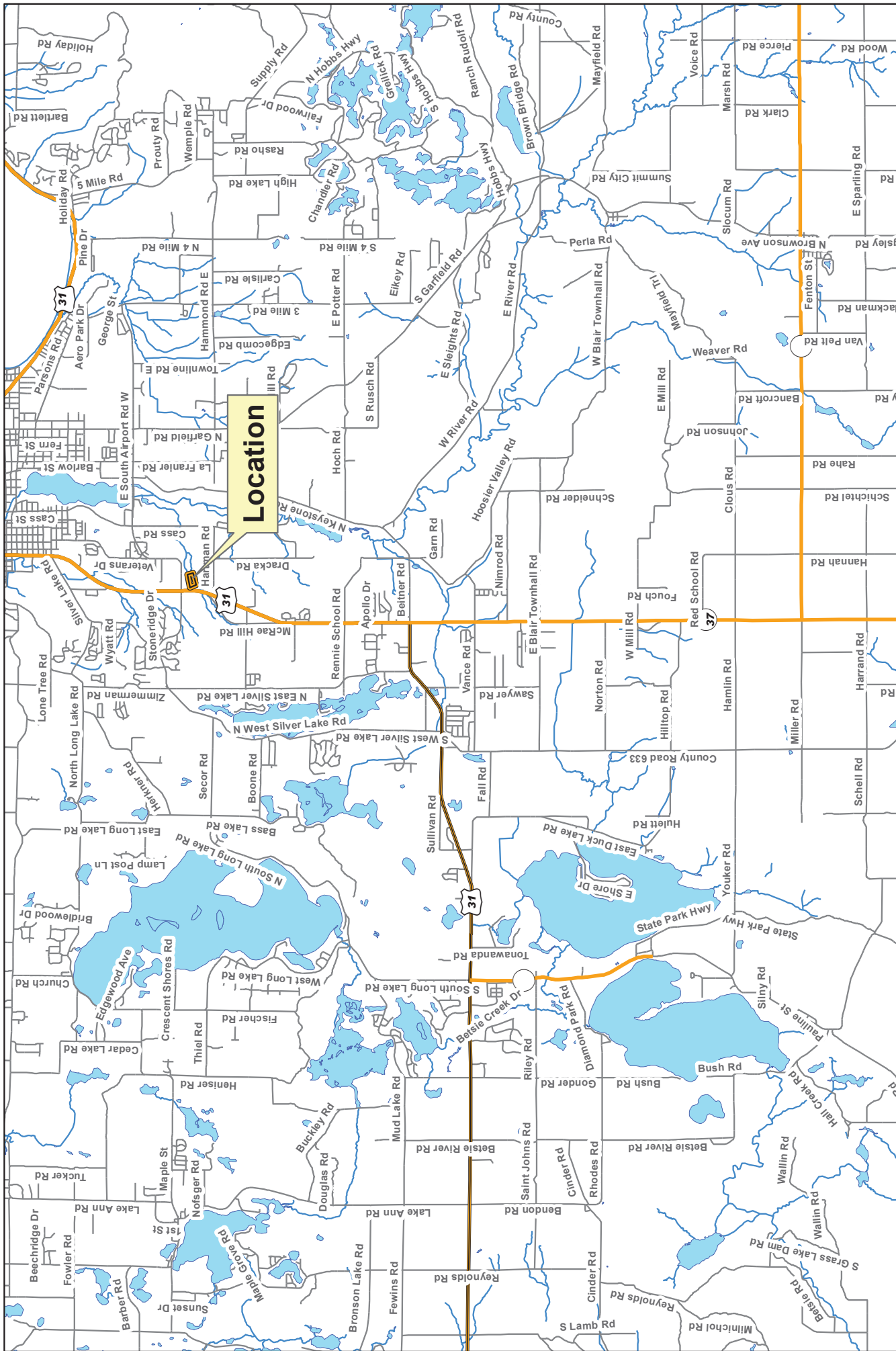
We appreciate the opportunity to meet with you or your representative to address these concerns. We have established a submission for this project, and the information submitted to date will be used to facilitate processing of the final application. If you should have follow-up questions before then, please contact me at 231-429-5244; SchockN@michigan.gov; or EGLE, WRD, Cadillac District Office, 120 West Chapin Street, Cadillac, Michigan 49601-2158.

Sincerely,



Neil Schock
Water Resources Division
Cadillac District Office

ns:sh
Attachments
cc: Mr. Doug Mansfield, Contractor



This drawing showing these areas containing wetland and not containing wetland is an approximation of the boundaries flagged on-site.
 This drawing does not authorize or permit activities requiring a permit in accordance with Part 303 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

Legend

- DEQ Review Area (approx 11.9 acres)
- Lake
- Stream / Drain

0 0.25 0.5 1 1.5 2 Miles

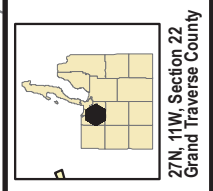
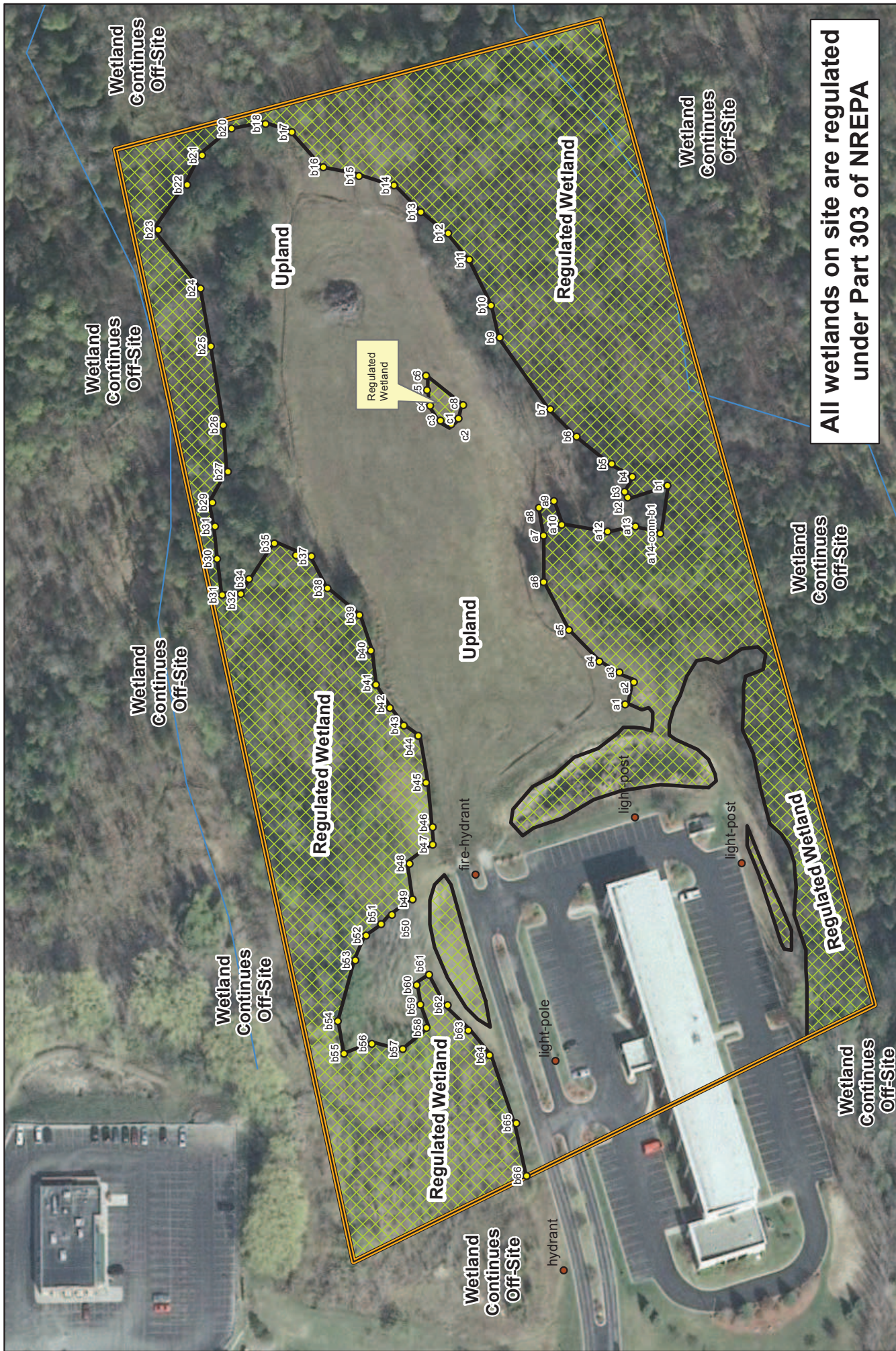


Figure 1.
Wetland Assessment Location
DEQ WIP File 13-28-0002-WA
 27N, 11W, Section 22
 Grand Traverse County
 2326 US 31 (Baymont Inn)



All wetlands on site are regulated under Part 303 of NREPA



This drawing showing those areas containing wetland and not containing wetland is an approximation of the boundaries flagged on-site. This drawing does not authorize or permit activities requiring a permit in accordance with Part 303 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

Legend

- Wetland Boundary Flags
- DEQ Review Area (approx 11.9 acres)
- DEQ Regulated Wetland (5.7 acres within Review Area)
- GPS Control Points
- Stream / Drain

27N, 11W, Section 22
Grand Traverse County

Figure 2.
Wetland Assessment Detail
DEQ WIP File 13-28-0002-WA
2326 US 31 (Baymont Inn)



NOTICE OF AUTHORIZATION

Permit Number: WRP030420 v. 1

Site Name: 28-M Brothers Site - US 31 South-Traverse City

Date Issued: 8/23/2021

Expiration Date: 8/23/2026

The Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, P.O. Box 30458, Lansing, Michigan 48909-7958, under provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; specifically:

- Part 31, Floodplain Regulatory Authority of the Water Resources Protection.
- Part 301, Inland Lakes and Streams.
- Part 303, Wetlands Protection.
- Part 315, Dam Safety.
- Part 323, Shorelands Protection and Management.
- Part 325, Great Lakes Submerged Lands.
- Part 353, Sand Dunes Protection and Management.


Authorized activity:

Within an isolated unnamed wetland area, fill an approximately 830 square foot wetland area as part of a project to develop and construct a commercial building on the property. The proposed wetland fill activity will be completed with the use of approximately 24 cubic yard of clean fill material. Prior to the start of construction, all adjacent non-work wetland areas shall be protected by properly trenched sedimentation barrier to prevent sediment from entering the wetland. No fill, excess soil, or other material shall be placed in the 100-year floodplain, any wetland or surface water area not specifically authorized by this permit, its plans, and specifications. **All work shall be completed in accordance with the attached plans and specifications of this permit.**

To be conducted at property located in: Grand Traverse County, Waterbody: Unnamed Wetland Section 21, Town 27N, Range 11W, Garfield Township

Permittee:

Mr. Danny Mikhail
M Brothers Northern, LLC
PO Box 27573
Scottsdale, Arizona 85255

Issued By: 
Neil Schock
Cadillac District Office
Water Resources Division

This notice must be displayed at the site of work.
Laminating this notice or utilizing sheet protectors is recommended.
Please refer to the above permit number with any questions or concerns.



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION
PERMIT

Issued To:

Mr. Danny Mikhail
M Brothers Northern, LLC
PO Box 27573
Scottsdale, Arizona 85255

Permit No: WRP030420 v.1
Submission No.: HP9-V1BT-821HK
Site Name: 28-M Brothers Site - US 31 South-Traverse City
Issued: 8/23/2021
Expires: 8/23/2026

This permit is being issued by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division (WRD), under the provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); specifically:

- | | |
|--|---|
| <input type="checkbox"/> Part 301, Inland Lakes and Streams | <input type="checkbox"/> Part 323, Shorelands Protection and Management |
| <input checked="" type="checkbox"/> Part 303, Wetlands Protection | <input type="checkbox"/> Part 325, Great Lakes Submerged Lands |
| <input type="checkbox"/> Part 315, Dam Safety | <input type="checkbox"/> Part 353, Sand Dunes Protection and Management |
| <input type="checkbox"/> Part 31, Water Resources Protection (Floodplain Regulatory Authority) | |

Permission is hereby granted, based on permittee assurance of adherence to State of Michigan requirements and permit conditions, to:

Authorized Activity:

Within an isolated unnamed wetland area, fill an approximately 830 square foot wetland area as part of a project to develop and construct a commercial building on the property. The proposed wetland fill activity will be completed with the use of approximately 24 cubic yard of clean fill material. Prior to the start of construction, all adjacent non-work wetland areas shall be protected by properly trenched sedimentation barrier to prevent sediment from entering the wetland. No fill, excess soil, or other material shall be placed in the 100-year floodplain, any wetland or surface water area not specifically authorized by this permit, its plans, and specifications. **All work shall be completed in accordance with the attached plans and specifications of this permit.**

Waterbody Affected: Unnamed Wetland
Property Location: Grand Traverse County, Garfield Township, Town/Range/Section 27N11W21


Authority granted by this permit is subject to the following limitations:

- A. Initiation of any work on the permitted project confirms the permittee's acceptance and agreement to comply with all terms and conditions of this permit.

- B. The permittee, in exercising the authority granted by this permit, shall not cause unlawful pollution as defined by Part 31 of the NREPA.
- C. This permit shall be kept at the site of the work and available for inspection at all times during the duration of the project or until its date of expiration.
- D. All work shall be completed in accordance with the approved plans and specifications submitted with the application and/or plans and specifications attached to this permit.
- E. No attempt shall be made by the permittee to forbid the full and free use by the public of public waters at or adjacent to the structure or work approved.
- F. It is made a requirement of this permit that the permittee give notice to public utilities in accordance with 2013 PA 174 (Act 174) and comply with each of the requirements of Act 174.
- G. This permit does not convey property rights in either real estate or material, nor does it authorize any injury to private property or invasion of public or private rights, nor does it waive the necessity of seeking federal assent, all local permits, or complying with other state statutes.
- H. This permit does not prejudice or limit the right of a riparian owner or other person to institute proceedings in any circuit court of this state when necessary to protect his rights.
- I. This permit shall not be assigned or transferred without the written approval of EGLE.
- J. Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as cited by the specific state act, federal act, and/or rule under which this permit is granted.
- K. All dredged or excavated materials shall be disposed of in an upland site (outside of floodplains, unless exempt under Part 31 of the NREPA, and wetlands).
- L. In issuing this permit, EGLE has relied on the information and data that the permittee has provided in connection with the submitted application for permit. If, subsequent to the issuance of a permit, such information and data prove to be false, incomplete, or inaccurate, EGLE may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.
- M. The permittee shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, employees, agents, and representatives for any and all claims or causes of action arising from acts or omissions of the permittee, or employees, agents, or representative of the permittee, undertaken in connection with this permit. The permittee's obligation to indemnify the State of Michigan applies only if the state: (1) provides the permittee or its designated representative written notice of the claim or cause of action within 30 days after it is received by the state, and (2) consents to the permittee's participation in the proceeding on the claim or cause of action. It does not apply to contested case proceedings under the Administrative Procedures Act, 1969 PA 306, as amended, challenging the permit. This permit shall not be construed as an indemnity by the State of Michigan for the benefit of the permittee or any other person.
- N. Noncompliance with these terms and conditions and/or the initiation of other regulated activities not specifically authorized shall be cause for the modification, suspension, or revocation of this permit, in whole or in part. Further, EGLE may initiate criminal and/or civil proceedings as may be deemed necessary to correct project deficiencies, protect natural resource values, and secure compliance with statutes.
- O. If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity from EGLE. Such revision request shall include complete documentation supporting the modification and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by EGLE prior to being implemented.
- P. This permit may be transferred to another person upon written approval of EGLE. The permittee must submit a written request to EGLE to transfer the permit to the new owner. The new owner must also submit a written request to EGLE to accept transfer. The new owner must agree, in writing, to accept all conditions of the permit. A single letter signed by both parties that includes all the above information may be provided to EGLE. EGLE will review the request and, if approved, will provide written notification to the new owner.
- Q. Prior to initiating permitted construction, the permittee is required to provide a copy of the permit to the contractor(s) for review. The property owner, contractor(s), and any agent involved in exercising the permit are held responsible to ensure that the project is constructed in accordance with all drawings and specifications. The contractor is required to provide a copy of the permit to all subcontractors doing work authorized by the permit.

- R. Construction must be undertaken and completed during the dry period of the wetland. If the area does not dry out, construction shall be done on equipment mats to prevent compaction of the soil.
- S. Authority granted by this permit does not waive permit requirements under the authority of Part 305, Natural Rivers, of the NREPA. A Natural Rivers Zoning Permit may be required for construction, land alteration, streambank stabilization, or vegetation removal along or near a natural river.
- T. The permittee is cautioned that grade changes resulting in increased runoff onto adjacent property is subject to civil damage litigation.
- U. Unless specifically stated in this permit, construction pads, haul roads, temporary structures, or other structural appurtenances to be placed in a wetland or on bottomland of the water body are not authorized and shall not be constructed unless authorized by a separate permit or permit revision granted in accordance with the applicable law.
- V. For projects with potential impacts to fish spawning or migration, no work shall occur within fish spawning or migration timelines (i.e., windows) unless otherwise approved in writing by the Michigan Department of Natural Resources, Fisheries Division.
- W. Work to be done under authority of this permit is further subject to the following special instructions and specifications:
1. Authority granted by this permit does not waive permit or program requirements under Part 91 of the NREPA or the need to acquire applicable permits from the CEA. To locate the Soil Erosion Program Administrator for your county, visit www.mi.gov/eglestormwater and select "Soil Erosion and Sedimentation Control Program" under "Related Links."
 2. The authority to conduct the activity as authorized by this permit is granted solely under the provisions of the governing act as identified above. This permit does not convey, provide, or otherwise imply approval of any other governing act, ordinance, or regulation, nor does it waive the permittee's obligation to acquire any local, county, state, or federal approval or authorization necessary to conduct the activity.
 3. Fill an approximately 830 square foot wetland area as part of a project to develop and construct a commercial building on the property. The proposed wetland fill activity will be completed with the use of approximately 24 cubic yard of clean fill material. All work shall be completed in accordance with the approved plans and specifications of this permit.
 4. Prior to the start of construction, all adjacent non-work wetland areas shall be protected by properly trenched sedimentation barrier to prevent sediment from entering the wetland. Orange construction fencing may be installed as needed to prohibit construction personnel from entering or performing work in these areas. Sedimentation barrier shall be maintained daily throughout the construction process. Upon project completion, the accumulated materials shall be removed and disposed of at an upland site. The sedimentation barrier shall then be removed in its entirety and the area restored to its original configuration and cover.
 5. No fill, excess soil, or other material shall be placed in the 100-year floodplain, any wetland or surface water area not specifically authorized by this permit, its plans, and specifications.
 6. Prior to the initiation of any permitted construction activity, a sedimentation barrier shall be installed along the entire route of the disturbed wetland area and maintained in good working order until permanent stabilization and re-vegetation of all disturbed areas has occurred. The sedimentation barrier shall be removed after re-vegetation.
 7. This permit is limited to authorizing the construction as specified above and carries with it no assurances or implications that associated wetland or floodplain areas can be developed and serviced by the structures authorized by this permit.
 8. This permit does not authorize or sanction work that has been completed in violation of applicable federal, state, or local statutes.
 9. The permit placard shall be kept posted at the work site in a prominent location at all times for the duration of the project or until permit expiration.
 10. This permit is being issued for the maximum time allowed and no extensions of this permit will be granted. Initiation of the construction work authorized by this permit indicates the permittee's acceptance of this condition. The permit, when signed by EGLE, will be for a five-year period beginning

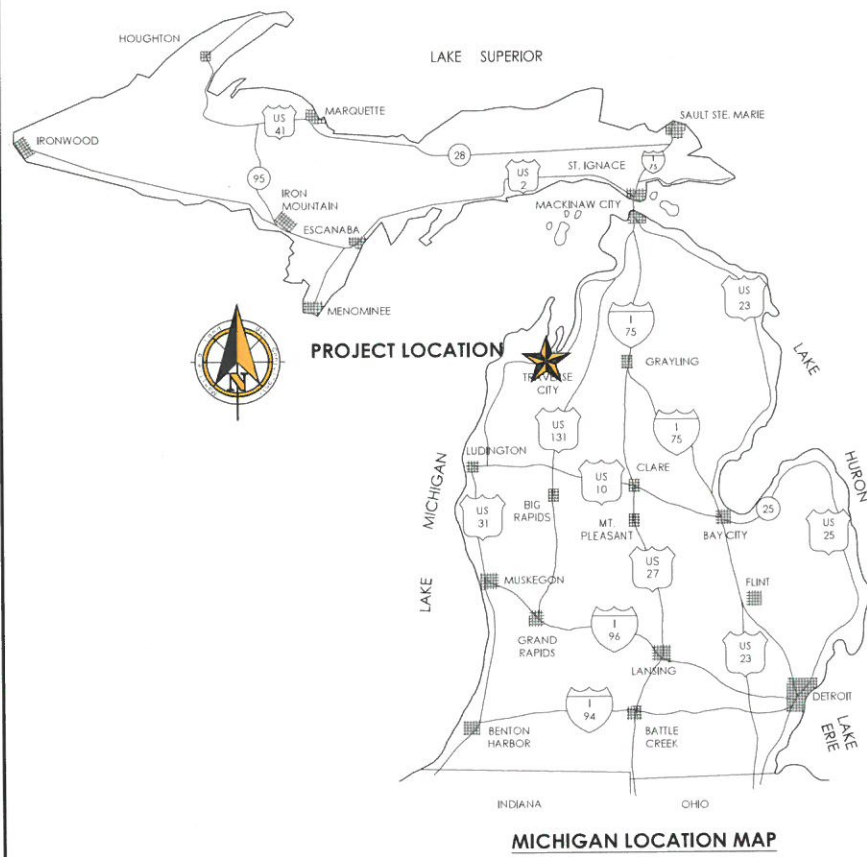
on the date of issuance. If the project is not completed by the expiration date, a new permit must be sought.

Issued By: 
Neil Schock
Cadillac District Office
Water Resources Division

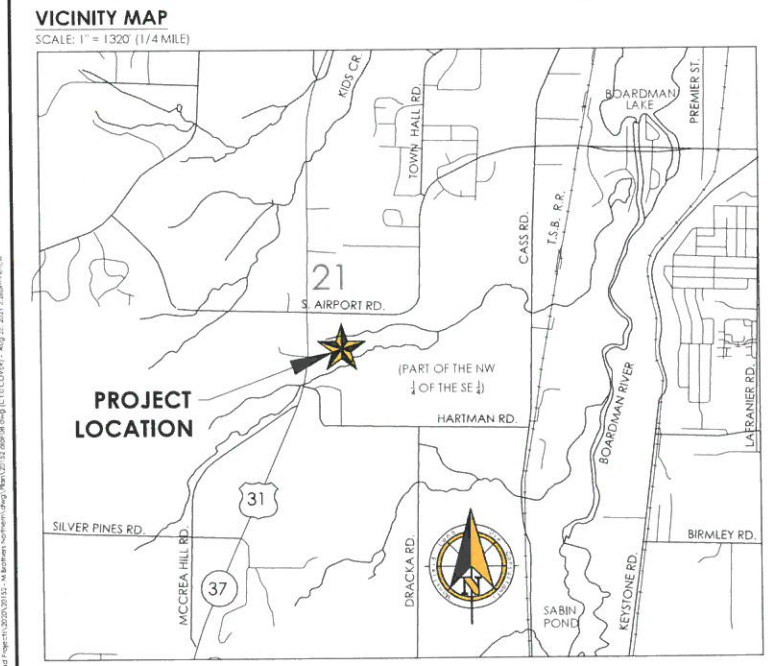
ns:sh

Attachments

cc: Garfield Township Clerk
Grand Traverse CEA
Dusty Christensen, Agent/Consultant



- PUBLIC AGENCIES AND UTILITIES**
- GRAND TRAVERSE COUNTY DEPARTMENT OF PUBLIC WORKS (DPW)**
 Manager: John Divoza
 Address: 2650 Laframier Rd., Traverse City, MI 49686
 Telephone: 231-995-6039
- GRAND TRAVERSE COUNTY ROAD COMMISSION**
 Manager: Brad Fluczynski
 Address: 1881 Laframier Rd., Traverse City, MI 49686
 Telephone: 231-922-4848
- GRAND TRAVERSE COUNTY SOIL EROSION AND SEDIMENTATION CONTROL**
 Supervisor: Brent Wheat
 Address: 2650 Laframier Rd., Traverse City, MI 49686
 Telephone: 231-995-6015
- GARFIELD TOWNSHIP STORM WATER CONTROL ORDINANCE**
 Supervisor: John Sych
 Address: 3848 Veterans Dr., Traverse City, MI 49684
 Telephone: 231-941-1620
- CHERRYLAND ELECTRIC COOPERATIVE (ELEC.)**
 Engineer: Frank Seipker
 Address: 5930 US-31 S., Traverse City, MI 49684
 Telephone: 231-486-9220
- CONSUMERS ENERGY (ELEC.)**
 Engineer: Chuck Walkonis
 Address: 821 Hastings St., Traverse City, MI 49686
 Telephone: 231-929-6228
- DTE ENERGY (GAS)**
 Manager: Sandra O'Neil
 Address: 700 Hammond Rd., Traverse City, MI 49686
 Telephone: 231-932-2829
- MICHIGAN DEPARTMENT OF TRANSPORTATION (M.D.O.T.)**
 Engineer: Rick Liptak, P.E.
 Address: 2084 US-31 S., Traverse City, MI 49684
 Telephone: 231-941-1986
- CHARTER COMMUNICATIONS (T.V.)**
 Manager: Rob Nowak
 Address: 701 S. Airport Rd., Traverse City, MI 49686
 Telephone: 231-941-3766
- POLICE AGENCIES**
 Emergencies: 911
 Michigan State Police: 231-946-4646
 Grand Traverse Co. Sheriff: 231-995-5001
 Garfield Twp. Police Officer: 231-941-9222
- FIRE DEPARTMENTS**
 Emergencies: 911
 Grand Traverse Metro: 231-947-3000



STANDARD PLAN LEGEND

DESCRIPTION	EXISTING	PROPOSED
GROUND CONTOUR	605	613
SPOT ELEVATION	613.2	704.33
CONTOUR FROM USGS TOPOGRAPHIC MAP		704.33
TOP OF CURB ELEVATION	+ 613.5	704.00
PAVEMENT (OR GUTTER FLOW LINE) ELEVATION	613.0	
DIRECTION OF SURFACE FLOW		←
DRAINAGE HIGH POINT		HP.
DRAINAGE LOW POINT		LP.
WATER MAIN	— W — W — W —	— W — W —
SANITARY FORCE MAIN	— FM —	— FM —
SANITARY SEWER	— SAN —	— SAN —
STORM SEWER	— ST —	— ST —
GAS MAIN	— G —	— G —
OVERHEAD ELECTRIC	— OE —	— OE —
PROPERTY LINE	— P —	— P —
TREE LINE	— T —	— T —
PINE LINE	— P —	— P —
EDGE OF WETLAND	— E —	— E —
EDGE OF WATER	— W —	— W —
C/L OR DRAINAGE DITCH OR WATER LINE	— C —	— C —
SILT FENCE		S
DETENTION BASIN BERM		
SANITARY MANHOLE (MH)		
STORM MANHOLE (MH)		
CATCH BASIN (CB)		
CLEAN OUT (CO)		
RISER		
GATE VALVE		
FIRE HYDRANT ASSEMBLY		
CURB STOP & BOX		
POLE, POWER OR ELECTRIC		
LIGHT POLE		
SIGN		
BENCH MARK (BM)		
U/G UTILITY SIGN		
GUY ANCHOR		
SOIL EROSION CONTROL MEASURE (MICHIGAN UNIFIED KEYING SYSTEM) P=PERMANENT T=TEMPORARY		
IRON FOUND / IRON SET		
CONCRETE MONUMENT		
GOVERNMENT CORNER		
NAIL FOUND / NAIL SET		
RECORD / MEASURED	(R)	(M)
FENCE		
WOOD STAKE		

PROJECT DATA:
 Owner/Developer: M Brothers Northern LLC
 Address: PO Box 27573
 Scottsdale, AZ 85225
 Contact: Danny Mikhail
 Phone: 480-392-3100
 Email: danny@dendevlops.com

SITE DATA:
 Location: N. US 31 South
 Tax ID: 28-05-021-065-00
 Zoning District: C-H, Highway Commercial
 Parcel Area: 15.9 acres gross
 14.3 acres net
 Frontage on US-31: 337.01' at R.O.W. north portion of parcel
 96.82' at R.O.W. south portion of parcel



- PLAN INDEX**
- C1.0 COVER SHEET
 - C1.1 NOTE SHEET
 - C1.2 CIVIL DETAILS - SITE
 - C1.3 CIVIL DETAILS - WATER
 - C1.4 CIVIL DETAILS - SANITARY
 - C1.5 CIVIL DETAILS - STORM
 - C2.0 OVERALL EXISTING CONDITIONS PLAN
 - C2.1 DEMOLITION PLAN
 - C3.0 SOIL EROSION & SEDIMENTATION CONTROL PLAN
 - C4.0 SITE & DIMENSION PLAN
 - C5.0 GRADING & STORM PLAN
 - C6.0 UTILITY PLAN
 - C6.1 PLAN & PROFILE - WATER MAIN EXTENSION
 - L1.0 LANDSCAPE PLAN

PROJECT STANDARD SPECIFICATIONS - WATER MAIN
 Grand Traverse County Standard Technical Specifications and Construction Details 2017.
 Adopted on September 26, 2017 (as amended).

MARENGO 31

PROPOSED MULTIPLE-FAMILY RESIDENTIAL

Garfield Township, Grand Traverse County, Michigan

830 Cottageview Dr., Ste. 201
 P.O. Box 4015
 Traverse City, MI 49685
 Phone: 231-946-9310
 www.mansfield.com
 info@mansfield.com

Mansfield
 &
Land Use Consultants

REV	DATE	BY	CHK	DESCRIPTION
01	08-11-20	dm	dm	Issue for Review
02	08-15-20	dm	dm	Original design
03	08-24-20	dm	dm	Revised design
04	09-10-20	dm	dm	Revised design
05	09-11-20	dm	dm	Revised design
06	09-19-21	dm	dm	Revised design per Client and Township Comments
07	09-25-21	dm	dm	Township Submittal
08	09-25-21	dm	dm	Final Issued for Construction

M Brothers Northern
 Proposed Multiple-Family Residential
COVER SHEET
 Section 21, Town 27 North, Range 11 West
 Garfield Township, Grand Traverse County, Michigan

PRELIMINARY

DATE	08/11/20
YEAR	20152
PROJECT	C1.0

GENERAL CONSTRUCTION NOTES:

- 1. MISS DIG**
FOR PROTECTION OF UNDERGROUND UTILITIES AND IN CONFORMANCE WITH PUBLIC ACT 53, 1974, THE CONTRACTOR SHALL DIAL 811 OR 1-800-482-7171 A MINIMUM OF THREE FULL WORKING DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS PRIOR TO BEGINNING EACH EXCAVATION IN AREAS WHERE PUBLIC UTILITIES HAVE NOT BEEN PREVIOUSLY LOCATED. MEMBERS WILL THUS BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE PART OF THE "MISS DIG" ALERT SYSTEM.
- 2. EXISTING UTILITIES**
EXISTING PUBLIC UTILITIES AND UNDERGROUND STRUCTURES SUCH AS PIPE LINES, ELECTRIC CONDUITS, SEWERS AND WATER LINES, ARE SHOWN ON THE PLANS. THE INFORMATION SHOWN IS BELIEVED TO BE REASONABLY CORRECT AND COMPLETE. HOWEVER, NEITHER THE CORRECTNESS NOR THE COMPLETENESS OF SUCH INFORMATION IS GUARANTEED. PRIOR TO THE START OF ANY OPERATIONS IN THE VICINITY OF ANY UTILITIES, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES AND "MISS DIG" AND REQUEST THAT THEY STAKE OUT THE LOCATIONS OF THE UTILITIES IN QUESTION. COST OF REPAIR FOR ANY DAMAGED UTILITY LINES THAT IS PROPERLY STAKED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 3. PROTECTING UTILITIES**
SPECIAL CARE SHALL BE TAKEN IN EXCAVATING IN THE PROXIMITY OF ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL SECURE ASSISTANCE FROM THE APPROPRIATE UTILITY COMPANY IN LOCATING ITS LINES. THE CONTRACTOR SHALL ALSO PROVIDE SUPPORT FOR ANY UTILITY WITHIN THE EXCAVATION. PROVIDE PROPER COMPACTION UNDER ANY UNDERMINED UTILITY STRUCTURE AND, IF NECESSARY, INSTALL TEMPORARY SHEETING OR USE A TRENCH BOX TO MINIMIZE THE EXCAVATION. THE CONTRACTOR SHALL PROTECT AND SAVE HARMLESS FROM DAMAGE ALL UTILITIES, WHETHER PRIVATELY OR PUBLICLY OWNED, ABOVE OR BELOW GROUND SURFACE, WHICH MAY BE ENCOUNTERED DURING CONSTRUCTION, AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL PROVIDE ADEQUATE SUPPORT FOR UTILITY POLES AS NECESSARY.
- 4. SAFETY**
THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS GOVERNING THE FURNISHING AND USE OF SAFEGUARDS, SAFETY DEVICES AND PROTECTION EQUIPMENT. THE CONTRACTOR SHALL TAKE ANY NECESSARY PRECAUTIONS TO PROTECT THE LIFE AND HEALTH OF EMPLOYEES AND THE PUBLIC IN THE PERFORMANCE OF THE WORK.
- 5. SOIL EROSION & SEDIMENTATION CONTROL**
THE CONTRACTOR SHALL PROVIDE TEMPORARY SOIL EROSION CONTROL MEASURES PER P.A. 451 AS AMENDED. THE SOIL EROSION MEASURES SHOWN ARE THE MINIMUM CONTROLS TO BE USED ON THIS PROJECT. THE CONTRACTOR SHALL INSTALL ADDITIONAL TEMPORARY AND PERMANENT SOIL EROSION CONTROL MEASURES TO PROTECT THE DISTURBED AREAS AND ADJACENT PROPERTIES FROM ACCELERATED EROSION AND SEDIMENTATION RESULTING FROM PROJECT CONSTRUCTION, IF DIRECTED BY THE ENGINEER OR SOIL EROSION CONTROL OFFICER, AT NO ADDITIONAL COST TO THE PROJECT. NO EXCAVATION WORK MAY PROCEED UNTIL THE SOIL EROSION AND SEDIMENTATION CONTROL MEASURES ARE IN PLACE. ALL WORK MUST BE IN ACCORDANCE WITH THE APPROVED PERMIT FROM THE GRAND TRAVERSE COUNTY SOIL EROSION AND SEDIMENTATION CONTROL OFFICE.
- 6. PROPERTY CORNERS**
EXISTING KNOWN PROPERTY CORNERS ARE IDENTIFIED ON THE PLANS. IF A PROPERTY CORNER IS DISTURBED DURING CONSTRUCTION IT SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE BY A PROFESSIONAL LAND SURVEYOR.
- 7. SURVEY DATUM**
ALL ELEVATIONS ARE BASED ON N.A. V.D., 1988, UNLESS OTHERWISE SPECIFIED.
- 8. RESTORATION WORK**
ALL DISTURBED AREAS SHALL BE TOPSOILED, SEEDED, FERTILIZED AND MULCHED. MULCH BLANKET SHALL BE INSTALLED IN AREAS AS DESIGNATED AND SHALL BE INCIDENTAL TO OTHER ITEMS. ALL EXCESS TOPSOIL WILL REMAIN WITHIN THE PROPERTY OWNER'S AREA. THE CONTRACTOR SHALL REPAIR ALL WASHOUTS AND EROSION DURING THE GUARANTEE PERIOD OF ONE (1) YEAR AT NO ADDITIONAL COST TO THE OWNER.
- 9. REMOVAL ITEMS**
THE CONTRACTOR SHALL RESTORE ALL LAWN, LANDSCAPE PLANTINGS, SIDEWALKS, COMMERCIAL SIGNS, ETC., AS REQUIRED, UNLESS SPECIFICALLY NOTED FOR REMOVAL ON THE PLANS. ALL SIDEWALKS, DRIVES, CULVERTS, DRAINAGE STRUCTURES, ABOVE GRADE UTILITIES, IRRIGATION SYSTEM, ETC. SHALL BE PROTECTED. ALL SUCH ITEMS DAMAGED OR DESTROYED DURING CONSTRUCTION SHALL BE REMOVED AND REPLACED WITH NEW BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- 10. CONSTRUCTION SIGNAGE & TRAFFIC CONTROL**
LOCAL TRAFFIC AND CONSTRUCTION SIGNAGE SHALL BE MAINTAINED AT ALL TIMES TO THE SATISFACTION OF THE OWNER.
- 11. DUST CONTROL**
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROLLING DUST ON THIS PROJECT THROUGH THE USE OF WATER TRUCKS OR DUST PALLIATIVE. PAYMENT FOR DUST CONTROL SHALL BE INCLUDED IN THE LUMP SUM CONTRACT AND SHALL NOT BE PAID SEPARATELY. DUST SHALL BE CONTINUOUSLY CONTROLLED TO THE SATISFACTION OF THE OWNER.
- 12. PROTECTIVE FENCE**
THE CONTRACTOR IS RESPONSIBLE FOR ALL SITE SECURITY. THE CONTRACTOR SHALL PROVIDE, INSTALL AND MAINTAIN A TEMPORARY PROTECTIVE SNOW FENCE AROUND ALL OPEN TRENCH EXCAVATIONS THAT ARE LEFT OPEN OVERNIGHT OR ANY OTHER UNSAFE AREAS ON SITE THAT REQUIRE PUBLIC PROTECTION.
- 13. EXCESS MATERIALS**
ALL EXCESS MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR OFF OF THE SITE UNLESS OTHERWISE NOTED OR APPROVED BY THE OWNER. ALL REMOVALS AND TRANSPORTATION OF THE REMOVED MATERIALS SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND ALL LOCAL, STATE AND FEDERAL LAWS.
- 14. SAWCUTTING PAVEMENT**
SAWCUT EXISTING PAVEMENT FULL DEPTH TO THE LIMITS OF CONSTRUCTION OR AS DIRECTED BY THE ENGINEER. IF THE EDGE IS DAMAGED SUBSEQUENT TO SAWCUTTING, THE EDGE SHALL BE RECUT AT NO ADDITIONAL COST TO THE OWNER.
- 15. DEWATERING**
ANY REQUIRED DEWATERING FOR SITE WORK, INCLUDING THE USE OF STONE OR GRAVEL FOR DEWATERING PURPOSES, WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE LUMP SUM CONTRACT.
- 16. UTILITY SEPARATION**
MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION AND 1.5' VERTICAL SEPARATION BETWEEN ALL WATER MAINS AND SANITARY/STORM SEWERS. MEASUREMENTS ARE BETWEEN THE CLOSEST POINTS OF EACH PIPE.
- 17. RECYCLING**
THE CONTRACTOR IS ENCOURAGED TO RECYCLE ANY MATERIALS OR PRODUCTS THAT ARE REUSABLE OR CAPABLE OF BEING RECYCLED.

GENERAL GRADING CONSTRUCTION NOTES:

- 1. QUALITY OF WORK**
ALL CONSTRUCTION WORKMANSHIP AND MATERIALS SHALL CONFORM TO THE CURRENT M.D.O.T. CONSTRUCTION STANDARDS AND SPECIFICATIONS.
- 2. SUBGRADE PREPARATION**
THE PRESENCE OF OTHER THAN GRANULAR MATERIALS IN THE SUBGRADE SOIL SHALL REQUIRE A FULL WIDTH, TWELVE INCH, GRANULAR SUB-BASE, M.D.O.T. CLASS II OR EQUIVALENT. PREPARED SUBGRADE WIDTH, DEPTH AND COMPACTION MUST BE REVIEWED AND/OR TESTED PRIOR TO PLACEMENT OF GRAVEL.
- 3. AGGREGATE BASE MATERIAL**
AGGREGATE BASE TO BE USED ON THE PROJECT MUST MEET SPECIFICATION FOR M.D.O.T. 22A AND MUST BE TESTED AND APPROVED PRIOR TO PLACEMENT. AGGREGATE BASE PLACEMENT MUST COMPLY WITH SECTION 3.01 OF THE CURRENT MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION. PREPARED AGGREGATE BASE WIDTH, DEPTH AND COMPACTION MUST BE REVIEWED AND TESTED PRIOR TO THE PLACEMENT OF BITUMINOUS SURFACE.
- 4. BITUMINOUS PAVEMENT (HMA)**
THE CONTRACTOR SHALL GIVE THE OWNER'S REPRESENTATIVE 48 HOURS NOTICE PRIOR TO PLACEMENT OF BITUMINOUS SURFACE. BITUMINOUS PAVING MUST BE PERFORMED IN ACCORDANCE WITH THE CURRENT M.D.O.T. STANDARD SPECIFICATIONS FOR CONSTRUCTION.
- 5. REMOVAL OF ORGANICS**
ALL TREES, STUMPS, BRUSH AND ROOTS THEREOF, SHALL BE ENTIRELY REMOVED FROM WITHIN THE SITE GRADING.
- 6. SITE GRADING**
ALL DISTURBED AREAS SHALL BE TOPSOILED, SEEDED, FERTILIZED AND MULCHED AS SOON AS FEASIBLE. THE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING GROUND COVER ON ALL AREAS DISTURBED BY CONSTRUCTION.
- 7. FIELD CHANGES**
ANY CHANGES IN SPECIFICATIONS OR CONSTRUCTION METHODS MUST BE REVIEWED AND APPROVED BY THE ENGINEER AND OWNER, AND MUST NOT CONFLICT WITH APPROVED PERMITS.
- 8. DRAINAGE**
EXISTING STORM DRAINAGE SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE TO REPAIR OR REPLACE, AS REQUIRED, ALL DRAINAGE CULVERTS OR STRUCTURES DAMAGED DURING CONSTRUCTION AND SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT. SEE THE PROPOSED GRADING PLAN FOR DETAILS ON CONSTRUCTION ITEMS.
- 9. ADJUSTMENTS**
THE CONTRACTOR SHALL ADJUST ALL UTILITY SURFACE ITEMS TO THE FINISH GRADES PRIOR TO PAVING.

GENERAL WATER MAIN CONSTRUCTION NOTES:

- 1. STANDARDS**
ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE TOWNSHIP'S CURRENT STANDARDS, SPECIFICATIONS AND DETAILS (2017 GRAND TRAVERSE COUNTY STANDARD TECHNICAL SPECIFICATIONS AND CONSTRUCTION DETAILS, ADOPTED ON SEPTEMBER 26, 2017 (AS AMENDED)).
- 2. DATUM**
ALL ELEVATIONS SHALL BE BASED ON USGS OR NAVD DATUM.
- 3. DETAILS**
PIPE BEDDING, THRUST BLOCKS, HYDRANT, VALVES, VALVE MANHOLES, AND ALL APPURTENANCES SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS & DETAILS.
- 4. PUBLIC EASEMENTS**
EACH PUBLIC UTILITY SHALL BE WITHIN ITS OWN 20'-WIDE EASEMENT CENTERED ON THE UTILITY.
- 5. WATER SERVICES**
THE DOMESTIC WATER AND FIRE PROTECTION MUST BE SEPARATE SERVICES TO EACH BUILDING.
- 6. UTILITY SEPARATION**
ALL WATER MAINS SHALL MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION AND 1.5' VERTICAL SEPARATION FROM SANITARY AND STORM SEWERS. MEASUREMENTS ARE BETWEEN THE CLOSEST POINTS OF EACH PIPE.
- 7. NO DISRUPTION OF SERVICE**
THE CONTRACTOR SHALL NOT DISRUPT THE WATER MAIN SERVICE TO THE SURROUNDING CUSTOMERS. ANY REQUIRED DISRUPTION IN SERVICE SHALL BE COMMUNICATED AND COORDINATED WITH THE G.T. CO. DPW BY THE CONTRACTOR A MINIMUM OF 48 HOURS IN ADVANCE. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROVIDING BOTTLED WATER, DISINFECTING AND TESTING THE WATER MAIN BEFORE RECONNECTING, ETC. PER THE G.T. CO. STANDARDS.
- 8. SALVAGED MATERIALS**
ALL EQUIPMENT AND MATERIALS THAT ARE CURRENTLY OPERATED AND MAINTAINED BY THE G.T. CO DPW AND IS INTENDED TO BE REMOVED AND SALVAGED SHOULD BE STOCKPILED AND RETURNED TO THE G.T. CO DPW. IN THE EVENT THAT THE DPW DOES NOT WANT THE SALVAGED MATERIALS, THE CONTRACTOR SHALL PROPERLY DISPOSE THE MATERIALS.

GENERAL SANITARY SEWER CONSTRUCTION NOTES:

- 1. STANDARDS**
ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE TOWNSHIP'S CURRENT STANDARDS, SPECIFICATIONS AND DETAILS (2017 GRAND TRAVERSE COUNTY STANDARD TECHNICAL SPECIFICATIONS AND CONSTRUCTION DETAILS, ADOPTED ON SEPTEMBER 26, 2017 (AS AMENDED)).
- 2. CONNECTIONS**
NO CONNECTION RECEIVING STORM WATER OR GROUNDWATER SHALL BE MADE TO SANITARY SEWERS.
- 3. DATUM**
ALL ELEVATIONS SHALL BE BASED ON USGS OR NAVD DATUM.
- 4. DETAILS**
PIPE BEDDING, BUILDING SEWERS, DROP CONNECTIONS, BULKHEADS, MANHOLES, MANHOLE COVERS, AND OTHER APPURTENANCES SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS & DETAILS.
- 5. PUBLIC EASEMENTS**
EACH PUBLIC UTILITY SHALL BE WITHIN ITS OWN 20'-WIDE EASEMENT CENTERED ON THE UTILITY.
- 6. UTILITY SEPARATION**
ALL SANITARY SEWERS SHALL MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION AND 1.5' VERTICAL SEPARATION FROM WATER MAINS. MEASUREMENTS ARE BETWEEN THE CLOSEST POINTS OF EACH PIPE.
- 7. NO DISRUPTION OF SERVICE**
THE CONTRACTOR SHALL NOT DISRUPT THE SANITARY SEWER SERVICE TO THE SURROUNDING CUSTOMERS. ANY REQUIRED DISRUPTION IN SERVICE SHALL BE COMMUNICATED AND COORDINATED WITH THE G.T. CO. DPW BY THE CONTRACTOR A MINIMUM OF 48 HOURS IN ADVANCE.
- 8. SALVAGED MATERIALS**
ALL EQUIPMENT AND MATERIALS THAT ARE CURRENTLY OPERATED AND MAINTAINED BY THE G.T. CO DPW AND IS INTENDED TO BE REMOVED AND SALVAGED SHOULD BE STOCKPILED AND RETURNED TO THE G.T. CO DPW. IN THE EVENT THAT THE DPW DOES NOT WANT THE SALVAGED MATERIALS, THE CONTRACTOR SHALL PROPERLY DISPOSE THE MATERIALS.

GENERAL STORM SEWER CONSTRUCTION NOTES:

- 1. CONSTRUCTION STANDARDS**
ALL MATERIALS, CONSTRUCTION, METHODS, TESTING AND INSPECTION SHALL BE IN ACCORDANCE WITH THE CURRENT MDT CONSTRUCTION STANDARDS UNLESS OTHERWISE SPECIFIED.
- 2. CONNECTIONS**
NO CONNECTIONS SHALL BE MADE TO SANITARY SEWERS.
- 3. STRUCTURE ADJUSTMENTS**
THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING CATCH BASIN AND/OR MANHOLE RIMS TO THE FINISH GRADE ELEVATIONS. THE LOCATIONS AND ELEVATIONS SHOWN ARE BASED UPON PLAN GRADES AND ARE SUBJECT TO CHANGE.
- 4. UTILITY SEPARATION**
ALL STORM SEWERS SHALL MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION AND 1.5' VERTICAL SEPARATION FROM WATER MAINS. MEASUREMENTS ARE BETWEEN THE CLOSEST POINTS OF EACH PIPE.

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830 Cottageview Dr., Ste. 201
P.O. Box 4015
Traverse City, MI 49685
Phone: 231.946.0310
www.mansfield.com
info@mansfield.com

Mansfield
Land Use Consultants

REV	DATE	BY	CHK	DESCRIPTION
01	08-11-20	dm	mm	Base Map
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06	03-19-21	dm	mm	Revised design per Client and Township Comments
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08	08-26-21	dm	mm	Final Issuance Submittal

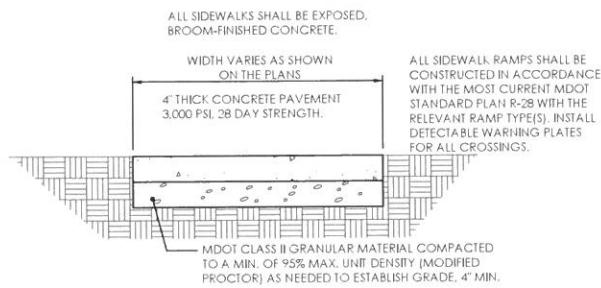
M Brothers Northern
Proposed Multiple-Family Residential
NOTE SHEET
Section 21, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

PRELIMINARY

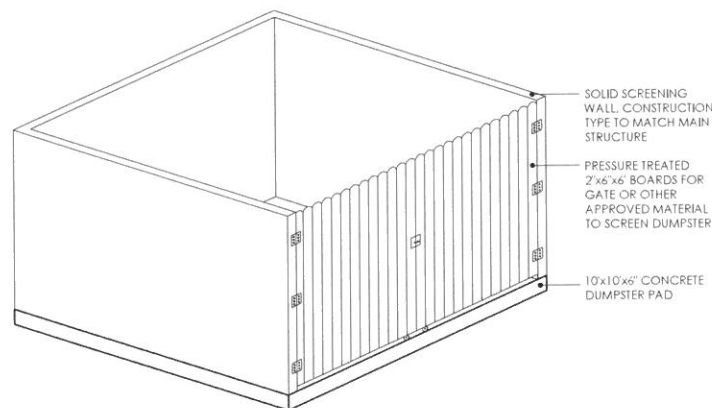
DATE: 08.11.20

20152

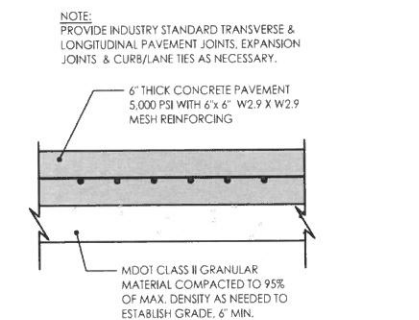
C1.1



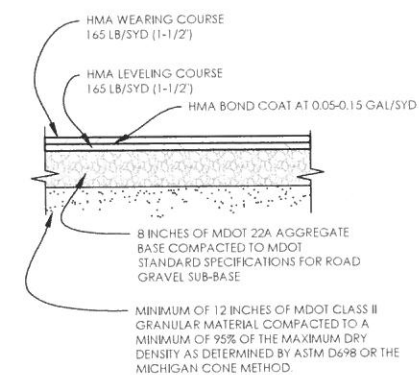
CONCRETE SIDEWALK DETAIL
NO SCALE



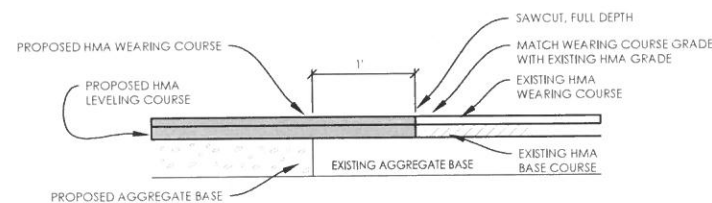
DUMPSTER SCREENING PAD
NO SCALE



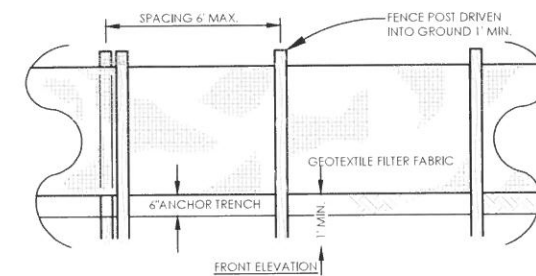
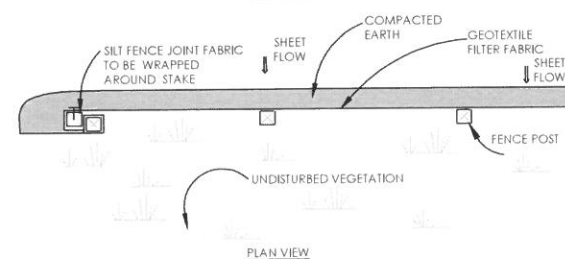
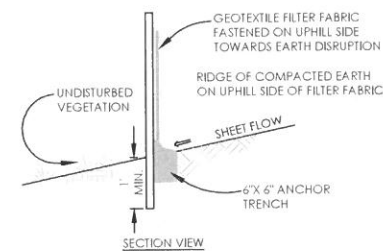
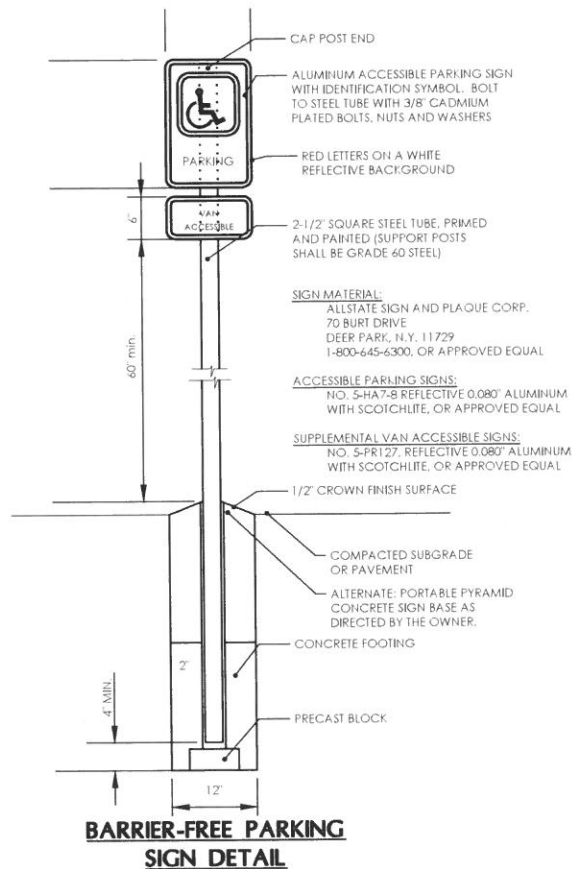
PAVING DETAIL - CONCRETE
NO SCALE



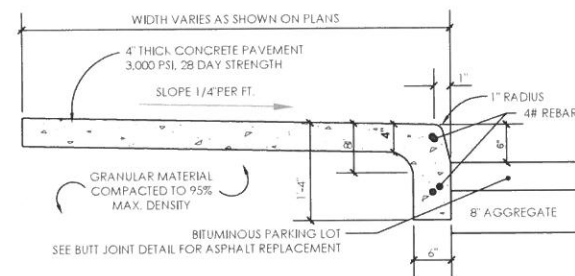
PAVING DETAIL - HMA
NO SCALE



HMA BUTT JOINT DETAIL
NO SCALE

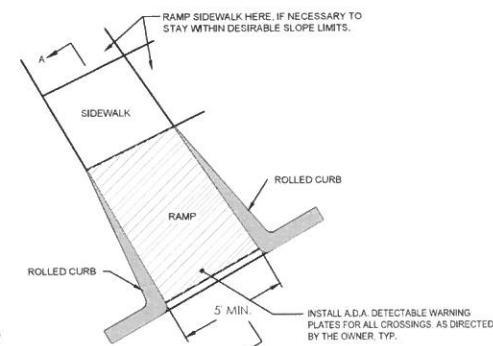


SILT FENCE DETAILS
NO SCALE



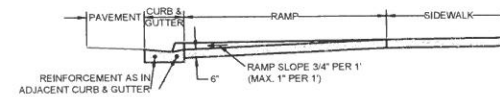
NOTE: EXPANSION JOINTS SHALL BE PLACED AT ALL SPRING POINTS, PERMANENT STRUCTURES, AND AT A SPACING OF NOT MORE THAN 20 FEET. THE SIDEWALK SHALL BE DIVIDED INTO UNIT AREAS OF NOT MORE THAN 36 SQUARE FEET BY MEANS OF CUT JOINTS (WPJ). INsofar AS POSSIBLE, UNIT AREAS SHALL BE PERPENDICULAR AND NOT LESS THAN 16 SQUARE FEET.

INTEGRAL CONCRETE WALK DETAIL
NO SCALE

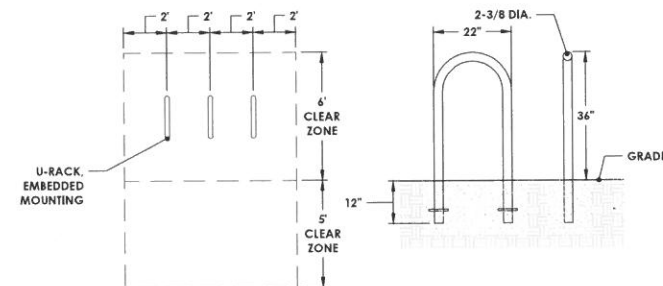


NOTE: RAMP CONTINUOUS FROM PT. A TO B.

SIDEWALK RAMP TYPE 4 (MODIFIED)
NO SCALE

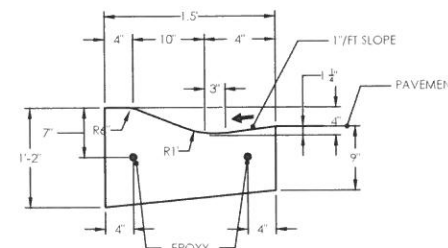


BARRIER FREE RAMP DETAIL A
NO SCALE

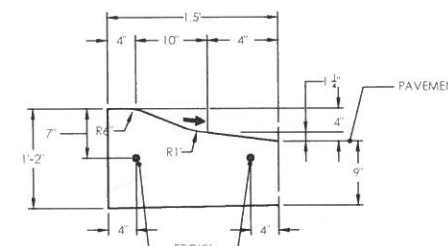


NOTES:
1. U-RACK BIKE RACK SUPPORTS 2-POINT CONTACT WITH BIKE FRAMES.
2. ALL BIKE RACKS SHALL BE SET IN CONCRETE OR OTHERWISE PERMANENTLY SECURED.
3. EMBEDMENT DETAILS ARE FOR REFERENCE ILLUSTRATION ONLY. MINIMUM FOUNDATION SIZES DEPEND ON LOCAL SOIL CONDITIONS, WEATHER CONDITIONS AND ENGINEERING REQUIREMENTS.

BIKE RACK-EMBEDDED MOUNTING DETAIL
NO SCALE



CURB DETAIL
(M.D.O.T. TYPE D2, MODIFIED (NORMAL))
NO SCALE



CURB DETAIL
(M.D.O.T. TYPE D2, MODIFIED (SPILLOUT))
NO SCALE

830 Cottageview Dr., Ste 201
P.O. Box 4015
Traverse City, MI 49685
Phone: 231-946-9310
www.mansfield.com
info@mansfield.com

Mansfield
Land Use Consultants

REV	DATE	BY	CHK	DESC
01	08/11/20	dm	dm	Issue Map
02	08/19/20	dm	dm	Design design
03	08/24/20	dm	dm	Revised design
04	09/03/20	dm	dm	Revised design
05	09/11/20	dm	dm	Revised design
06	10/19/21	dm	dm	Revised design per Client and Township Comments
07	10/25/21	dm	dm	Revised design per Township Submittal
08	10/29/21	dm	dm	Final Design, Comment

M Brothers Northern
Proposed Multiple-Family Residential
CIVIL DETAILS - SITE
Section 21, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

PRELIMINARY

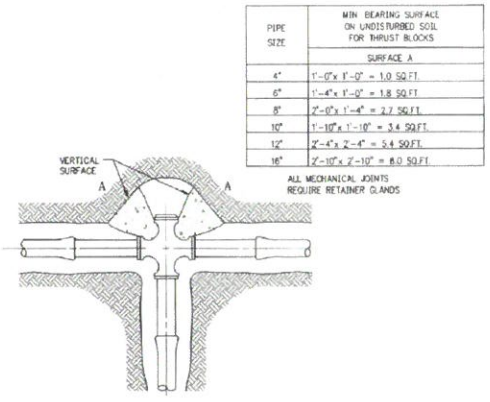
DATE: 08/11/20
SCALE: dm

DATE: 08/11/20

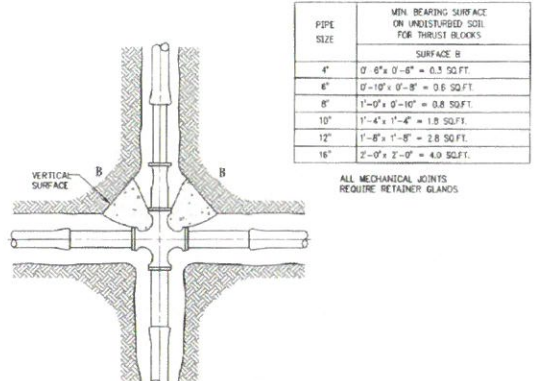
20152

C1.2

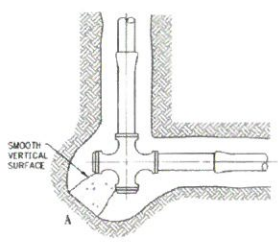
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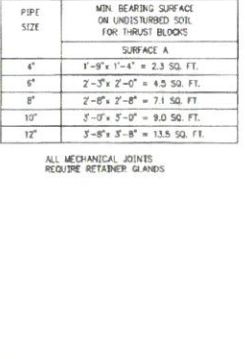
TYPICAL CROSS AND PLUG DETAIL
NO SCALE



CROSS AND REDUCER DETAIL
NO SCALE



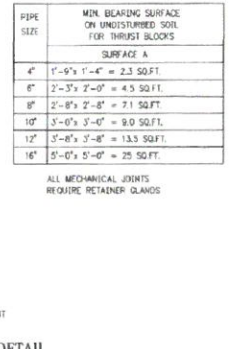
CROSS WITH 2 PLUGS DETAIL
NO SCALE



TYPICAL TEE AND PLUG DETAIL
NO SCALE

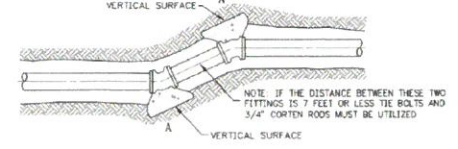


TYPICAL BEND DETAIL
NO SCALE

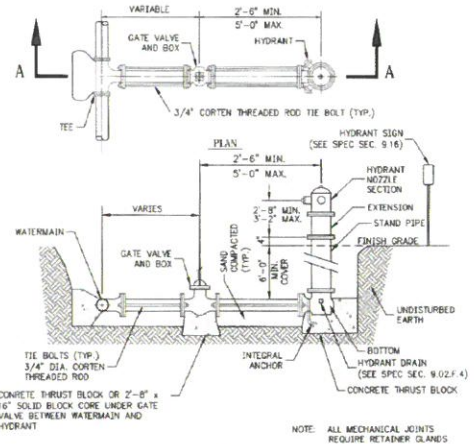


TYPICAL TEE CONNECTION DETAIL
NO SCALE

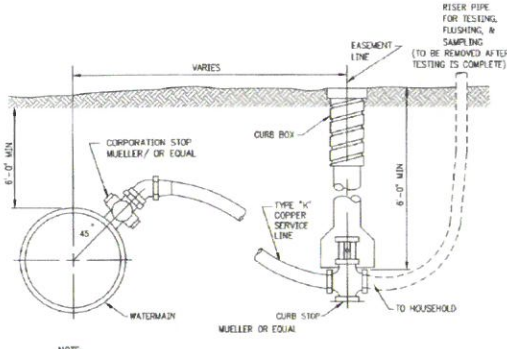
DEGREE OF BEND IN ELBOW	PIPE SIZE	MIN. BEARING SURFACE ON UNDISTURBED SOIL FOR THRUST BLOCKS	
		SURFACE A	
45°	4"	1'-4" x 1'-0" = 1.3 SQ. FT.	
45°	6"	1'-8" x 1'-4" = 2.2 SQ. FT.	
45°	8"	2'-0" x 2'-0" = 4.0 SQ. FT.	
45°	10"	2'-4" x 2'-0" = 5.4 SQ. FT.	
45°	12"	2'-8" x 2'-0" = 7.1 SQ. FT.	
45°	16"	3'-8" x 3'-8" = 13.5 SQ. FT.	



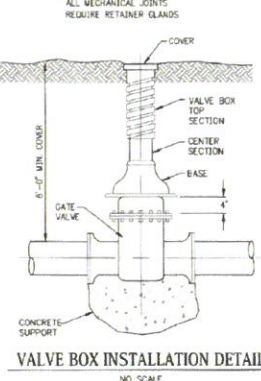
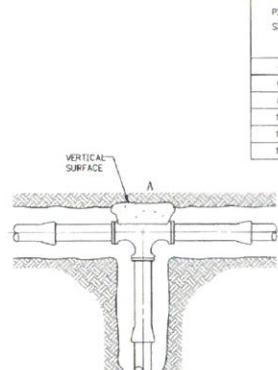
TYPICAL OFFSET DETAIL
NO SCALE



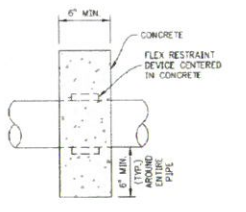
HYDRANT ASSEMBLY DETAIL
NO SCALE



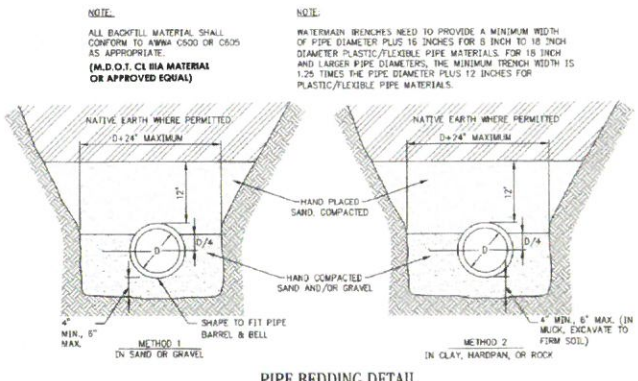
SERVICE CONNECTION DETAIL
NO SCALE



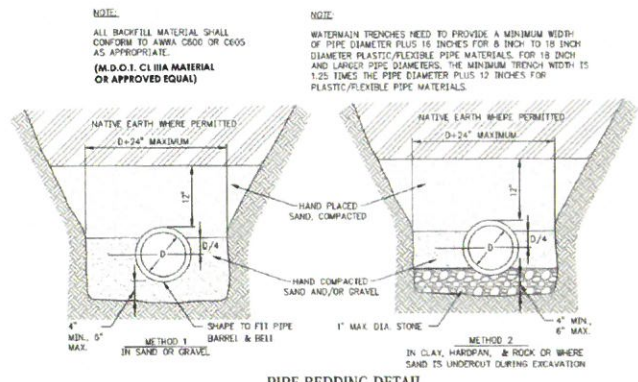
VALVE BOX INSTALLATION DETAIL
NO SCALE



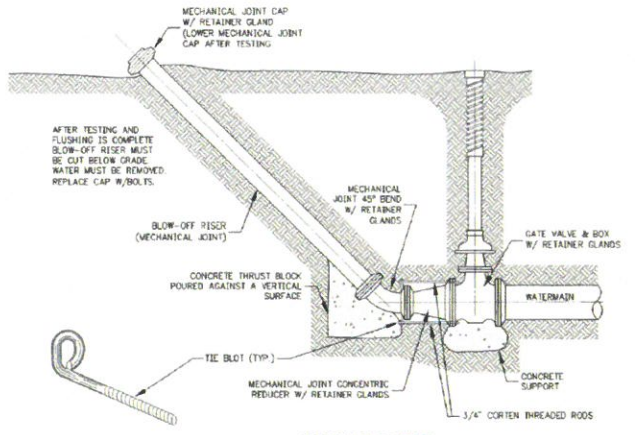
SERVICE LEAD THRUST RESTRAINT DETAIL
(APPLICABLE FOR HDPE/PVC WATERMAIN ONLY)
NO SCALE



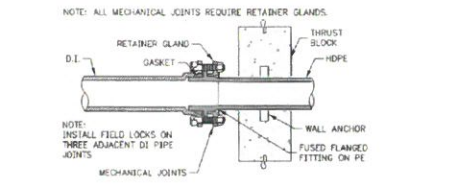
PIPE BEDDING DETAIL
(CLASS A) NO SCALE



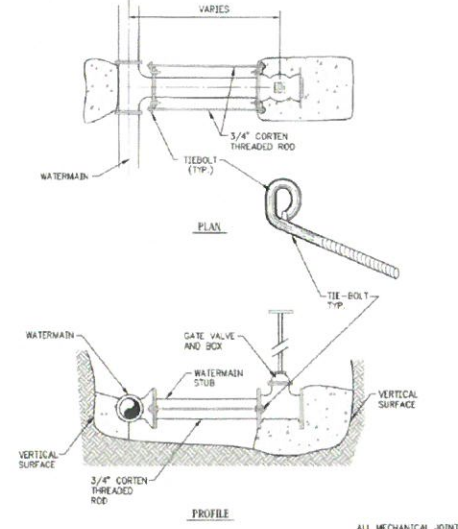
PIPE BEDDING DETAIL
(CLASS B) NO SCALE



BLOW-OFF DETAIL
NO SCALE



HDPE TO DI (M) ADAPTER DETAIL
NO SCALE



THRUST RESTRAINT DETAIL FOR ALL VALVES ON STUBBED LINES
NO SCALE

8301 Conquest Dr. Ste. 201
P.O. Box 4015
Traverse City, MI 49685
Phone: 231-946-9310
www.mansfield.com
info@mansfield.com

Mansfield
Land Use Consultants

REV.	DATE	BY	CHKD.	DESCRIPTION
C1	12-11-20	dm	mm	Issue Notes
C2	12-13-20	dm	mm	Change design
C3	12-24-20	dm	mm	Revise design
C4	12-15-20	dm	mm	Revise design
C5	12-17-20	dm	mm	Revise design
C6	12-19-20	dm	mm	Revise design per Client and Township Comments
C7	12-22-20	dm	mm	Final design

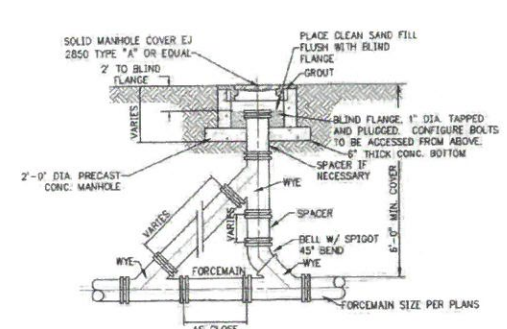
M Brothers Northern
Proposed Multiple-Family Residential
CIVIL DETAILS - WATER MAIN
Section 21, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

PRELIMINARY

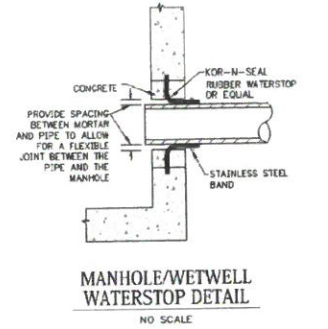
DATE: 08.11.20

20152

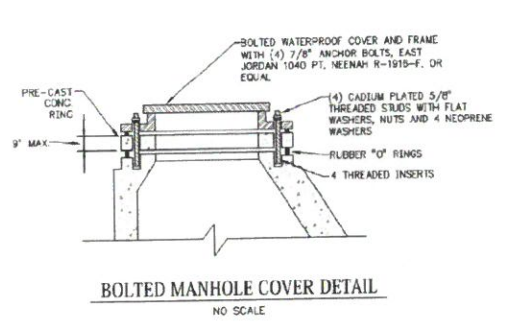
C1.3



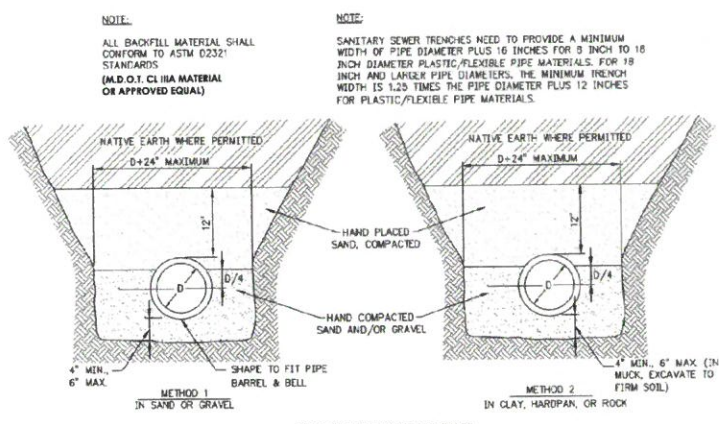
TWO WAY FORCEMAIN CLEANOUT DETAIL
NO SCALE



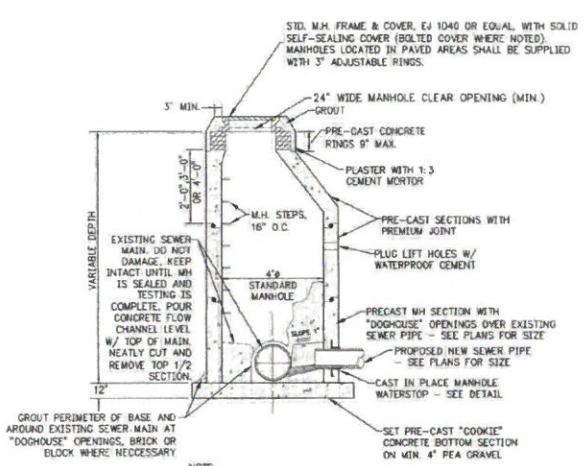
MANHOLE/WETWELL WATERSTOP DETAIL
NO SCALE



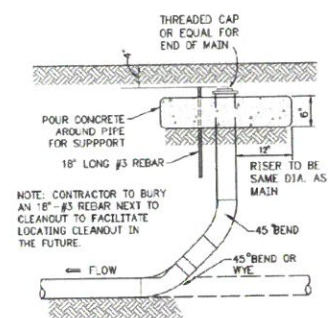
BOLTED MANHOLE COVER DETAIL
NO SCALE



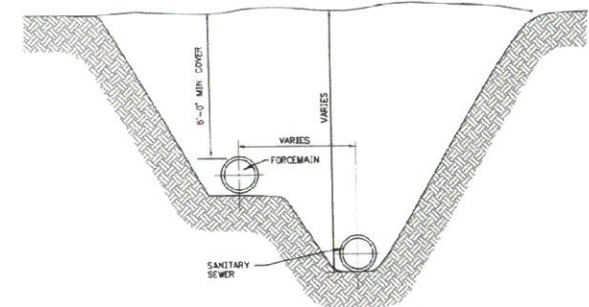
PIPE BEDDING DETAIL (CLASS A)
NO SCALE



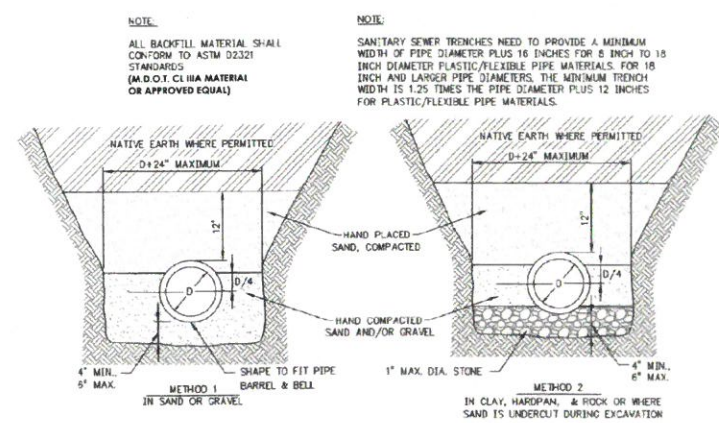
MANHOLE OVER EXISTING SEWER DETAIL
NO SCALE



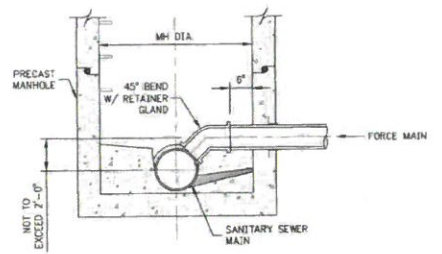
END CLEANOUT DETAIL
NO SCALE



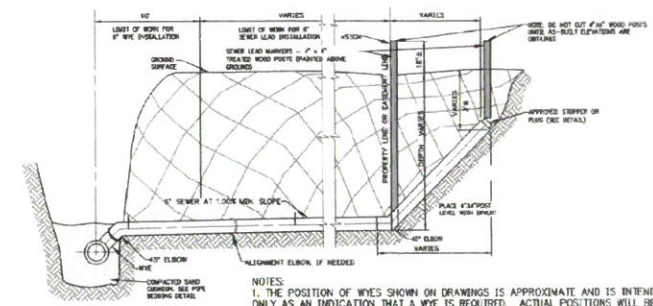
2 PIPE TRENCH DETAIL
NO SCALE



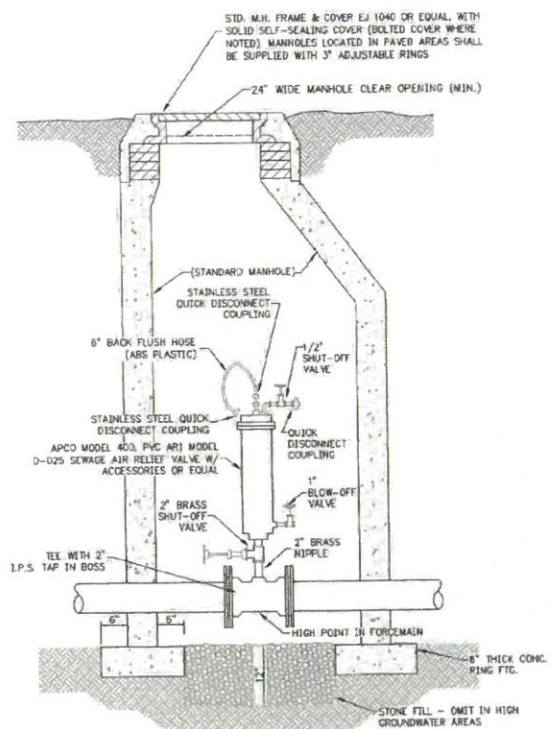
PIPE BEDDING DETAIL (CLASS B)
NO SCALE



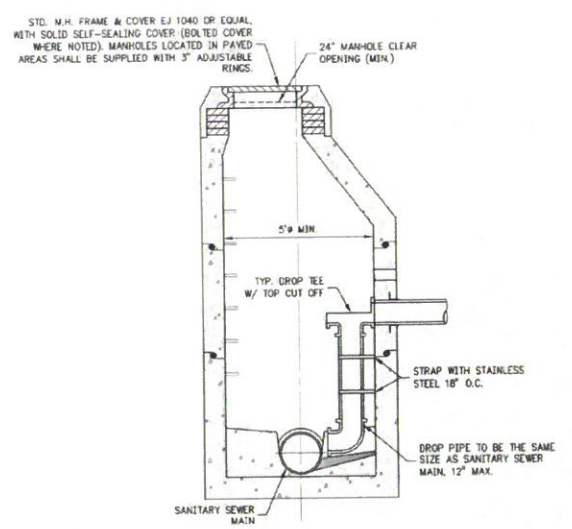
FORCE MAIN DISCHARGE MANHOLE DETAIL
NO SCALE



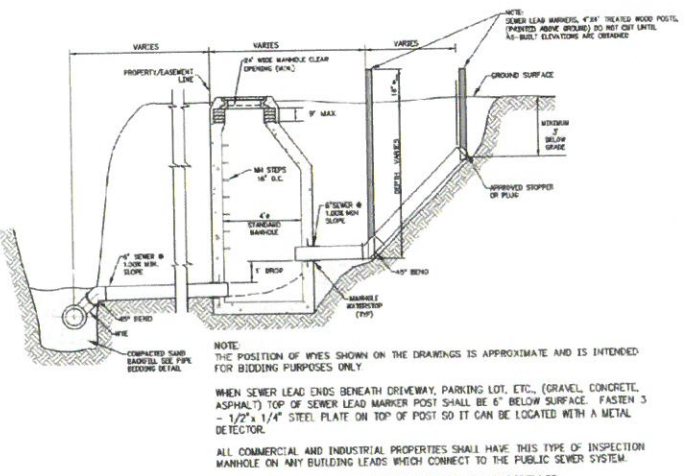
WYE AND SEWER LEAD INSTALLATION DETAIL
NO SCALE



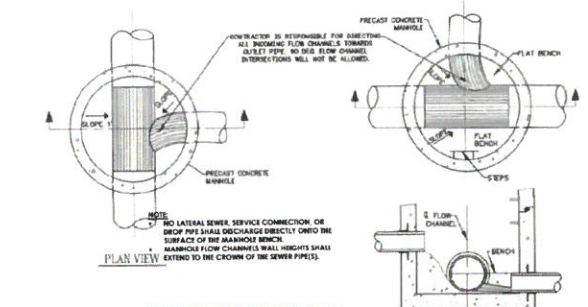
FORCEMAIN AIR RELEASE DETAIL
NO SCALE



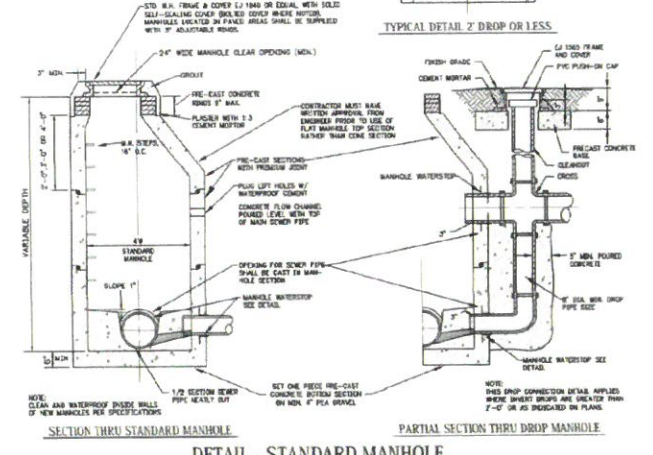
INTERNAL DROP MANHOLE DETAIL
NO SCALE



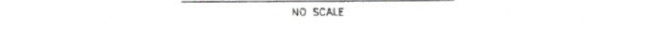
INDUSTRIAL/COMMERCIAL IPP SURVEILLANCE MANHOLE DETAIL
NO SCALE



TYPICAL DETAIL 2' DROP OR LESS



DETAIL STANDARD MANHOLE
NO SCALE



PARTIAL SECTION THRU DROP MANHOLE

8301 Conantgreen Dr., Ste. 2011
P.O. Box 4015
Traverse City, MI 49685
Phone: 231-946-9310
www.mansfield.com
info@mansfield.com

Mansfield
Land Use Consultants

REV.	DATE	BY	CHKD	DESCRIPTION
C1	08-11-20	dm	dm	Issue
C2	08-19-20	dm	dm	Change design
C3	08-24-20	dm	dm	Revised design
C4	08-25-20	dm	dm	Revised design
C5	08-25-20	dm	dm	Revised design
C6	08-25-20	dm	dm	Revised design
C7	08-25-20	dm	dm	Revised design
C8	08-25-20	dm	dm	Revised design
C9	08-25-20	dm	dm	Revised design

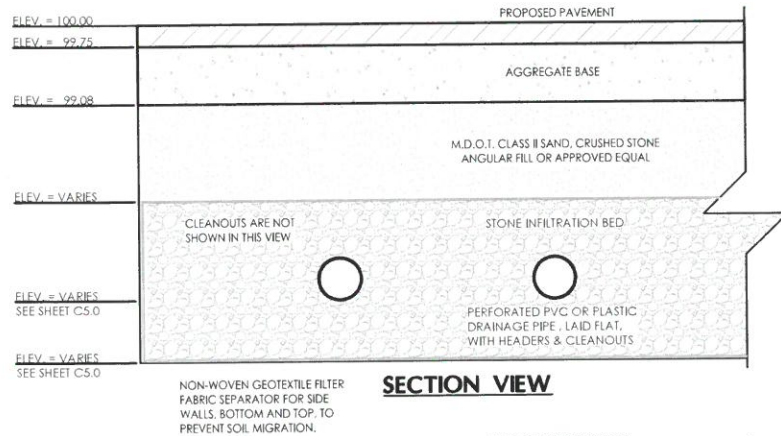
M Brothers Northern
Proposed Multiple-Family Residential
CIVIL DETAILS - SANITARY
Section 21, Town 27 North, Range 11 West
Garfield Township, Grand Traverse County, Michigan

PRELIMINARY

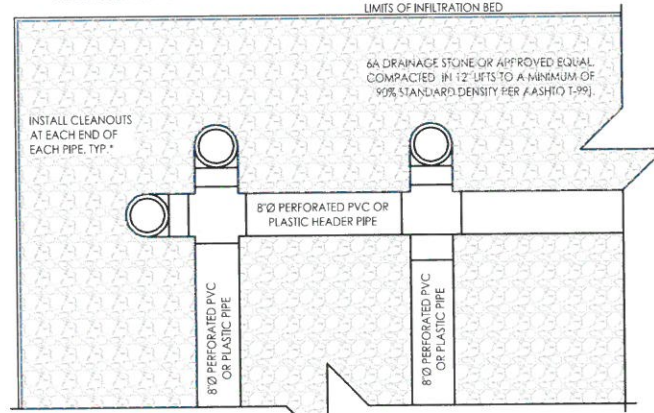
DATE: 08.11.20

20152

C1.4

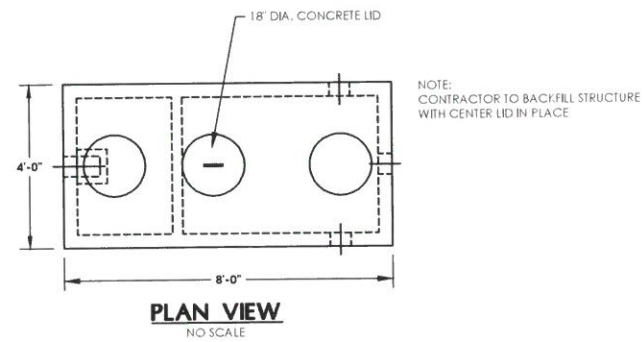


SECTION VIEW

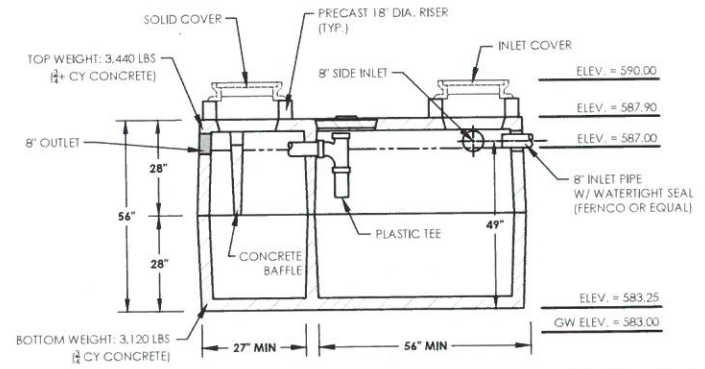


PLAN VIEW

UNDERGROUND STORM WATER INFILTRATION SYSTEM

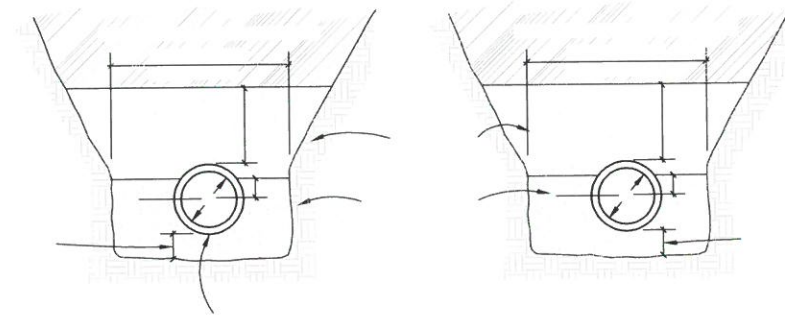


PLAN VIEW

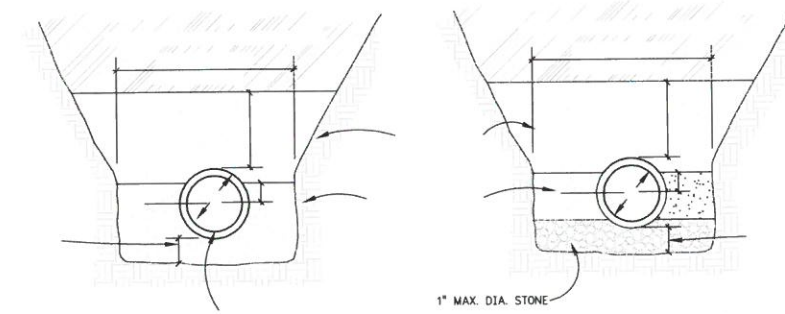


SECTION VIEW

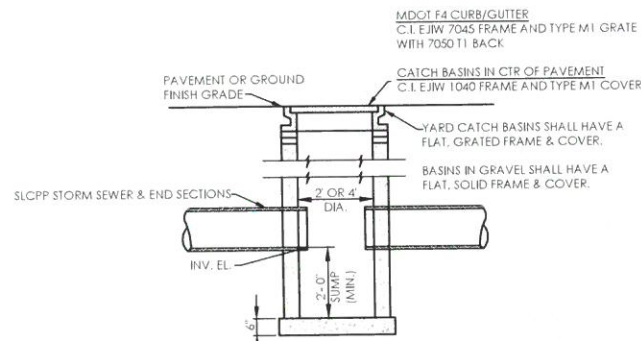
STORM WATER SEDIMENT TRAP - TANK DETAIL



PIPE BEDDING - CLASS A DETAIL



PIPE BEDDING - CLASS B DETAIL



2 OR 4 FT. DIA. CATCH BASIN DETAIL

830 Cottageview Dr. Ste. 201
 P.O. Box 4015
 Traverse City, MI 49685
 Phone: 231-946-9310
 www.maepps.com
 info@maepps.com

Mansfield
 Land Use Consultants

REV.	DATE	BY	CHKD.	DESC.
01	08-11-20	dm	mm	Issue
02	08-19-20	dm	mm	Change design
03	08-24-20	dm	mm	Revised design
04	09-15-20	dm	mm	Revised design
05	09-17-20	dm	mm	Revised design per Client and Township Comment
06	09-19-20	dm	mm	Revised design per Client and Township Comment
07	08-05-21	dm	mm	Township Submittal
08	08-23-21	dm	mm	Final Permitted Construction

M Brothers Northern
 Proposed Multiple-Family Residential
CIVIL DETAILS - STORM
 Section 21, Town 27 North, Range 11 West
 Garfield Township, Grand Traverse County, Michigan

PRELIMINARY

DATE: 08/11/20

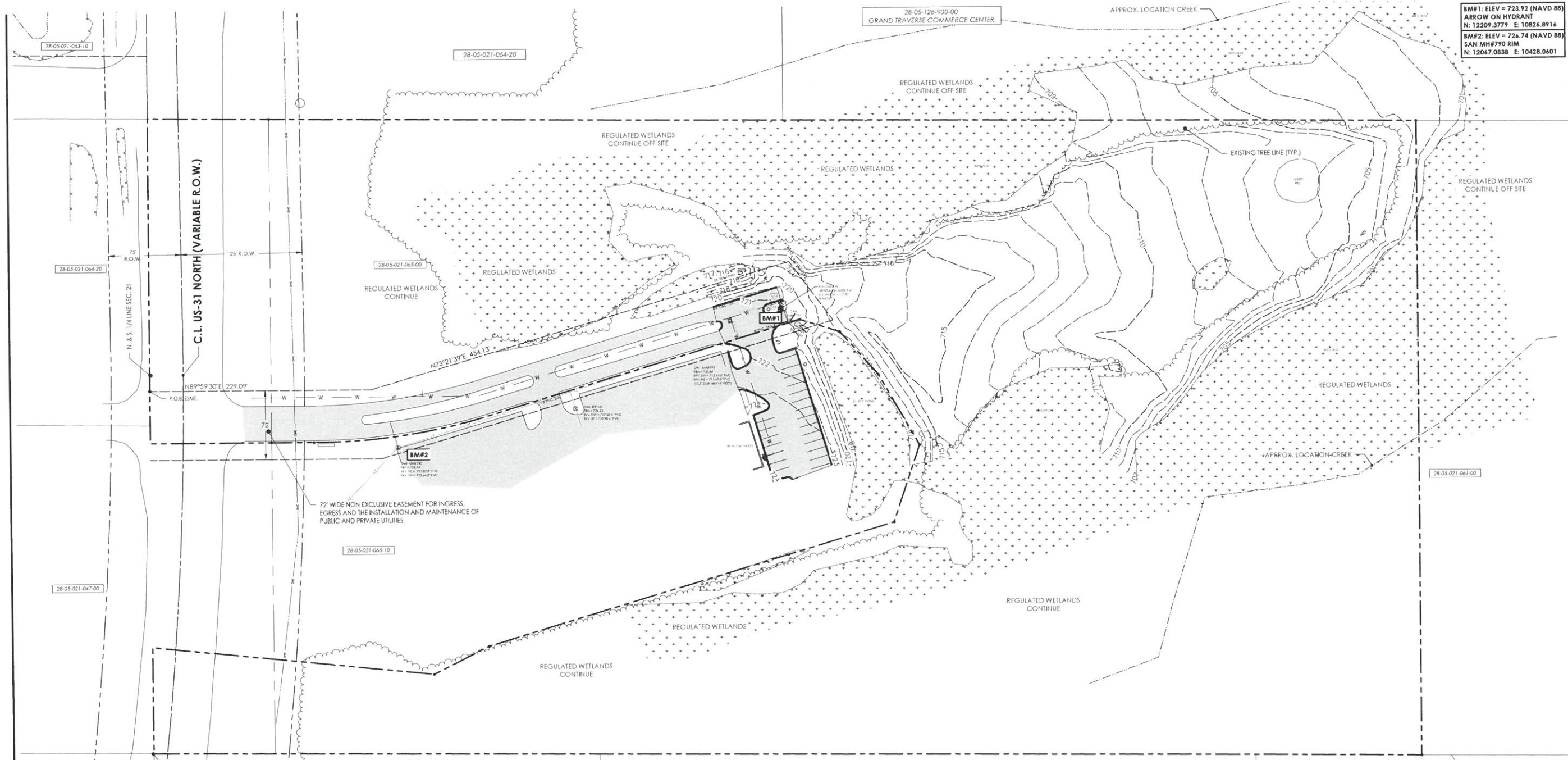
PROJECT: 20152

DATE: 08/11/20

20152

C1.5

P:\land\Projects\2020\20152_M_Brothers_Northern_Village\20152_152.dwg (C:\LCS\BIM) - Aug 21, 2021 1:37pm - vlc



BM#1: ELEV = 723.92 (NAVD 88)
 ARROW ON HYDRANT
 N: 12209.3779 E: 10826.8916
 BM#2: ELEV = 724.74 (NAVD 88)
 SAN MH#790 RIM
 N: 12047.0838 E: 10428.0601

830 Cottageview Dr., Ste. 201
 P.O. Box 4015
 Traverse City, MI 49685
 Phone: 231-946-9310
 www.mansfield.com
 info@mansfield.com

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Land Use Consultants

REV	DATE	BY	CHK	DESC
01	08-11-20	dm	dm	Plan Map
02	08-17-20	dm	dm	Change design
03	08-24-20	dm	dm	Revised design
04	09-10-20	dm	dm	Revised design
05	09-11-20	dm	dm	Revised design
06	09-19-20	dm	dm	Revised design per Client and Township Comments
07	08-05-21	dm	dm	Revised design per Client and Township Comments
08	08-25-21	dm	dm	Final Location Control

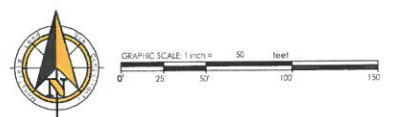
M Brothers Northern
 Proposed Multiple-Family Residential
OVERALL EXISTING CONDITIONS PLAN
 Section 21, Town 27 North, Range 11 West
 Garfield Township, Grand Traverse County, Michigan

PRELIMINARY

20152
 C2.0

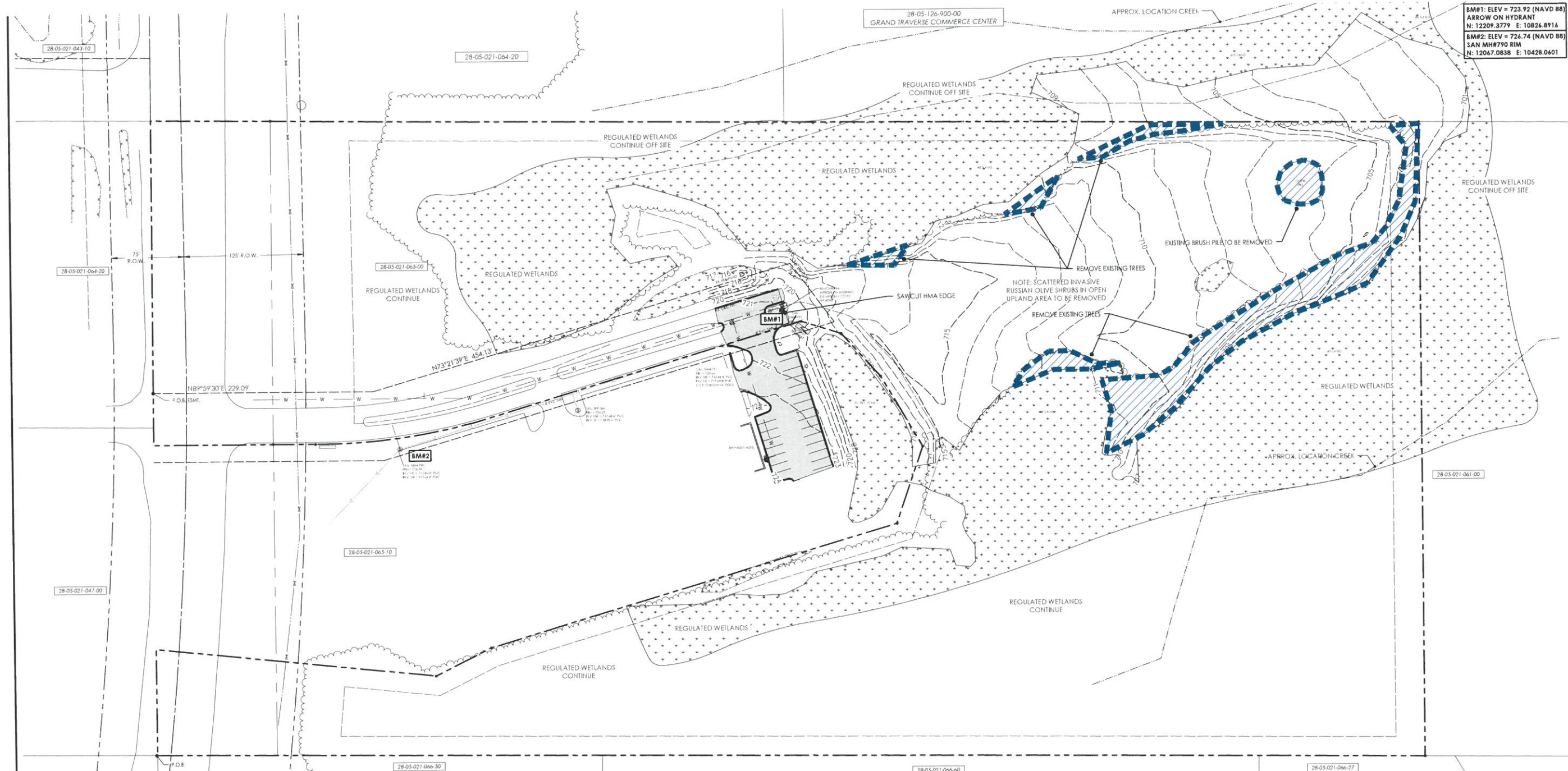
SURROUNDING PARCEL INFORMATION					SURROUNDING PARCEL INFORMATION				
Tax ID	Owner/Address	Parcel Address	Current Zoning	Current Use	Tax ID	Owner/Address	Parcel Address	Current Zoning	Current Use
28-05-021-043-10	KPK Rentals LLC 1501 N. Ironwood Dr. South Bend, IN 46635	2455 N. US 31 South Traverse City, MI 49684	C-H	Improved, Commercial	28-05-021-066-27	Broad Condominium LLC 526 W. 14th St., S1#113 Traverse City, MI 49684	Hartman Rd. Traverse City, MI 49685	A	Residential, Unimproved
28-05-021-047-10	Hortun Traverse City LLC PO Box 76 Bloomfield Hills, MI 48303	2433 N. US 31 South Traverse City, MI 49684	C-H	Commercial, Improved	28-05-021-061-00	Charter Township of Garfield 3846 Veterans Dr. Traverse City, MI 49684	3125 W. South Airport Rd. Traverse City, MI 49684	R-R	Park-Trails, Unimproved
28-05-021-047-00	Walmart Stores Inc PO Box 8050 MS#0555 Bentonville, AR 72712	2401 N. US 31 South Traverse City, MI 49684	C-H	Commercial, Improved	28-05-126-900-00	Grand Traverse Commerce Center Condo. Assoc. 3347 W. South Airport Rd. S1, A Traverse City, MI 49684	W. South Airport Rd. Traverse City, MI 49684	R-R	Commercial, Improved
28-05-021-043-00	Mbank PO Box 349 Manistiquette, MI 49854	3530 North Country Dr. Traverse City, MI 49684	C-H	Commercial, Improved	28-05-021-064-20	Applebees 5084 Exchange Dr. Finl., MI 48507	2384 N. US 31 South Traverse City, MI 49684	C-H	Commercial, Improved
28-05-021-066-50	Broad Rentals LLC 700 Broad Rd. Traverse City, MI 49685	3390 Hartman Rd. Traverse City, MI 49684	A	Pole Barn-Garage, Improved	28-05-021-065-10	Traverse City 31 N Inn & Suites LLC 2326 N US 31 South Traverse City, MI 49684	2326 N US 31 South Traverse City, MI 49684	C-H	Commercial, Improved
28-05-021-066-60	Chelsea Park Garfield LLC 37610 Hills Tech Dr. Farmington, MI 48331	2054 Essex View Dr. Traverse City, MI 49685	A	Residential, Unimproved					

DESCRIPTION AS PROVIDED:
 GRAND TRAVERSE COUNTY REGISTER OF DEEDS 2013R-19462 PG. #7
 Land situated in the Township of Garfield, County of Grand Traverse, State of Michigan, more fully described as:
 The South half of the Northwest quarter of the Southeast quarter, Section 21, Town 27 North, Range 11 West, more fully described as: Commencing at the South quarter corner of said Section 21; thence North 00° 00' 30" 11 West, 1323.56 feet, along the North and South quarter line of said Section 21 to the point of beginning; thence North 00° 00' 30" 11 West, 661.78 feet along said quarter line; thence South 89° 26' 13" 11 East 1319.33 feet; thence South 00° 00' 18" 11 West 661.82 feet, along the East one-eighth line of said Section 21; thence North 89° 26' 05" 11 West, 1319.18 feet, along the South one-eighth line of Section 21 to the point of beginning.
 Excepting therefrom the following described parcel:
 Part of the South half of the Northwest quarter of the Southeast quarter of Section 21, Town 27 North, Range 11 West, Garfield Township Grand Traverse County, Michigan, more fully described as: Commencing at the South quarter corner of said Section 21; thence North 00° 00' 30" 11 West, 1434.06 feet, along said North and South quarter line of said Section 21 to the Point of Beginning; thence North 00° 00' 30" 11 West, 212.76 feet, along said North and South quarter line; thence North 89° 59' 30" 11 East, 168.92 feet; thence Northeasterly, 188.44 feet, along the arc of a 644.20 foot radius curve to the left, with a central angle of 16° 45' 36" 11 and a long chord of which bears North 81° 36' 42" 11 East, 187.77 feet; thence North 73° 13' 54" 11 East, 334.32 feet; thence South 72° 35' 54" 11 East, 43.74 feet; thence South 41° 33' 31" 11 East, 60.28 feet; thence South 30° 08' 36" 11 East, 85.31 feet; thence North 18° 02' 51" 11 West, 27.70 feet; thence South 73° 26' 07" 11 West, 441.85 feet; thence South 63° 17' 51" 11 West, 64.05 feet; thence North 84° 02' 51" 11 West, 27.70 feet; to the Point of Beginning.
 Together with the easement with right of ingress and egress to maintain, use operate, repair, replace and renew an existing gas pipeline easement along the South side of an existing 3 story block and frame building Easterly from Highway US-31, then past the building then north, described as follows:
 The South half of the Northwest quarter of the Southeast quarter of Section 21, Town 27 North, Range 11 West, Garfield Township, Grand Traverse County, Michigan, more fully described as: Commencing at the South quarter corner of said Section 21; thence North 00° 00' 30" 11 West, 1323.56 feet, along the North and South quarter line of said Section 21 to the Point of Beginning; thence North 00° 00' 30" 11 West, 661.78 feet, along said quarter line, thence South 89° 26' 13" 11 East, 1319.33 feet; thence South 00° 00' 18" 11 West, 661.82 feet, along the East one-eighth line of said Section 21; thence North 89° 26' 05" 11 West, 1319.18 feet, along the South one-eighth line of said Section 21 to the Point of Beginning, excepting therefrom the 4.14 acres described above.
 Also together with an easement with right of ingress and egress to connect and use the sewer line located generally along the Northern boundary of the property conveyed by warranty deed recorded at Uber 1489, Pages 035-006, Grand Traverse County Records, which connects to the public sewer line along the Easterly right of way of Highway US-31.



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 - Wetland Assessment Detail DEQ WIP File 13-28-0002-WA, 2323 US-31 (Baymont Inn), Performed by DEQ, by K. Gyevis, Wetlands, Lakes and Streams Units, DEQ WRD, July 24, 2013

Project File: 20150215_21_M_Brothers Northern Garfield Township, MI 49685.dwg
 User: dm
 Date: 08/11/2021 3:18:00 PM
 Plot: 28-05-021-066-50.dwg
 Scale: 1:1
 Plot Date: 08/11/2021 3:18:00 PM
 Plot Path: \\server\plotters\plotter1\plots\28-05-021-066-50.dwg



BM#1: ELEV = 723.92 (NAVD 88)
 ARROW ON HYDRANT
 N: 12209.3779 E: 10826.8916
 BM#2: ELEV = 726.74 (NAVD 88)
 SAN MH#790 RIM
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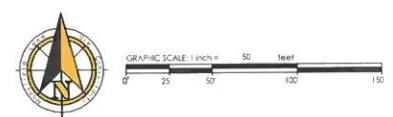
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REV#	DATE	BY	CHK	DESC
01	08-11-20	dm	dm	Base Map
02	08-12-20	dm	dm	Original design
03	08-24-20	dm	dm	Revised design
04	09-02-20	dm	dm	Revised design
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06	08-19-21	dm	dm	Revised design per Client and Township Comments
07	08-02-21	dm	dm	Township Submittal
08	08-03-21	dm	dm	Final Location Comments

M. Brathers Northern
 Proposed Multiple-Family Residential
DEMOLITION PLAN
 Section 21, Town 27 North, Range 11 West
 Garfield Township, Grand Traverse County, Michigan

- GENERAL CONSTRUCTION NOTES:**
1. ALL DEMOLITION WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE APPROVED DEMOLITION PERMIT FROM GARFIELD TOWNSHIP.
 2. ALL REMOVALS AND THE TRANSPORTATION OF THE SAID REMOVED MATERIALS SHALL BE DONE IN ACCORDANCE WITH THE DRAWINGS, SPECIFICATIONS AND ALL LOCAL/STATE/FEDERAL LAWS.
 3. ALL REMOVALS SHALL BE COMPLETED TO THE LIMITS AS SPECIFIED. ALL REMOVALS SHALL BE INCLUDED IN THE LUMP SUM CONTRACT.
 4. ANY SALVAGEABLE ITEMS UNWANTED BY THE OWNER SHALL BE RECYCLED TO THE EXTENT POSSIBLE.
 5. THE CONTRACTOR SHALL VISIT AND REVIEW THE ENTIRE SITE TO FIELD VERIFY ALL SURFACE AND UNDERGROUND ITEMS OF WORK AFTER COORDINATING WITH THE MISS DIG SYSTEM.
 6. ALL SURFACE FEATURES (VALVES, POSTS, CURB STOPS, ETC.) OF EXISTING UTILITIES THAT ARE CALLED OUT FOR REMOVAL SHALL BE COMPLETELY REMOVED BELOW THE PROPOSED GROUND ELEVATIONS. ALL OTHERS SHALL BE ADJUSTED TO THE PROPOSED GROUND ELEVATIONS, AS REQUIRED.
 7. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES PRIOR TO DISCONNECTING, CAPPING AND REMOVING EXISTING UTILITIES.
 8. SAWCUT ALL PAVEMENTS FULL DEPTH AT THE CONSTRUCTION LIMITS PRIOR TO DEMOLITION AND REMOVAL.
 9. THE CONTRACTOR SHALL INSTALL CONSTRUCTION FENCING AROUND THE SITE PERIMETER PRIOR TO DEMOLITION AND BE RESPONSIBLE FOR SITE SAFETY & ACCESS.
 10. ALL TREES THAT ARE TO BE RETAINED SHALL BE APPROPRIATELY MARKED AND/OR PROTECTED PRIOR TO AND THROUGHOUT THE SITE CONSTRUCTION.
 11. THE CONTRACTOR SHALL NOT DISRUPT THE WATER MAIN AND SANITARY SEWER SERVICE TO THE SURROUNDING CUSTOMERS. ANY REQUIRED DISRUPTION IN SERVICE SHALL BE COMMUNICATED AND COORDINATED WITH THE CITY OF TRAVERSE CITY BY THE CONTRACTOR A MINIMUM OF 48 HOURS IN ADVANCE. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROVIDING BOTTLED WATER, DISINFECTING AND TESTING THE WATER MAIN BEFORE RECONNECTING, ETC. PER COUNTY DPW STANDARDS & RECOMMENDATIONS.



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PRELIMINARY

DATE: 08.11.20

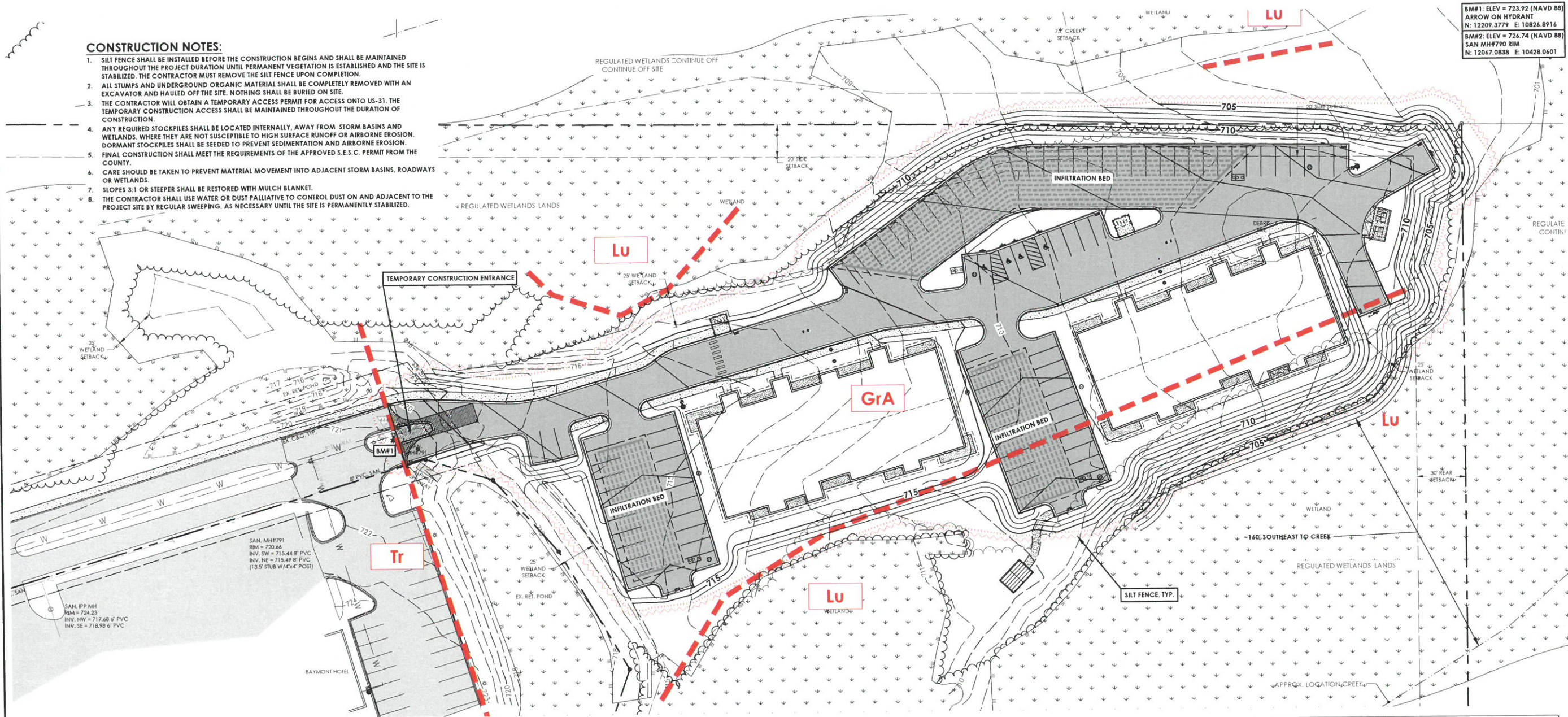
PROJECT NO.: 20152

SCALE: C2.1

Plotted: 08/11/2020 09:52:03 AM by: Mansfield Land Use Consultants, Inc. (C:\Users\dm\Documents\20152\20152.dwg) - AutoCAD 2013, 378mm, epcw

CONSTRUCTION NOTES:

- SILT FENCE SHALL BE INSTALLED BEFORE THE CONSTRUCTION BEGINS AND SHALL BE MAINTAINED THROUGHOUT THE PROJECT DURATION UNTIL PERMANENT VEGETATION IS ESTABLISHED AND THE SITE STABILIZED. THE CONTRACTOR MUST REMOVE THE SILT FENCE UPON COMPLETION.
- ALL STUMPS AND UNDERGROUND ORGANIC MATERIAL SHALL BE COMPLETELY REMOVED WITH AN EXCAVATOR AND HAULED OFF THE SITE. NOTHING SHALL BE BURIED ON SITE.
- THE CONTRACTOR WILL OBTAIN A TEMPORARY ACCESS PERMIT FOR ACCESS ONTO US-31. THE TEMPORARY CONSTRUCTION ACCESS SHALL BE MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION.
- ANY REQUIRED STOCKPILES SHALL BE LOCATED INTERNALLY, AWAY FROM STORM BASINS AND WETLANDS, WHERE THEY ARE NOT SUSCEPTIBLE TO HIGH SURFACE RUNOFF OR AIRBORNE EROSION. DORMANT STOCKPILES SHALL BE SEED TO PREVENT SEDIMENTATION AND AIRBORNE EROSION.
- FINAL CONSTRUCTION SHALL MEET THE REQUIREMENTS OF THE APPROVED S.E.S.C. PERMIT FROM THE COUNTY.
- CARE SHOULD BE TAKEN TO PREVENT MATERIAL MOVEMENT INTO ADJACENT STORM BASINS, ROADWAYS OR WETLANDS.
- SLOPES 3:1 OR STEEPER SHALL BE RESTORED WITH MULCH BLANKET.
- THE CONTRACTOR SHALL USE WATER OR DUST PALLIATIVE TO CONTROL DUST ON AND ADJACENT TO THE PROJECT SITE BY REGULAR SWEEPING, AS NECESSARY UNTIL THE SITE IS PERMANENTLY STABILIZED.



BM#1: ELEV = 723.92 (NAVD 88)
 ARROW ON HYDRANT
 N: 12209.3779 E: 10826.8916
 BM#2: ELEV = 726.74 (NAVD 88)
 SAN MH#790 RIM
 N: 12067.0838 E: 10428.0601

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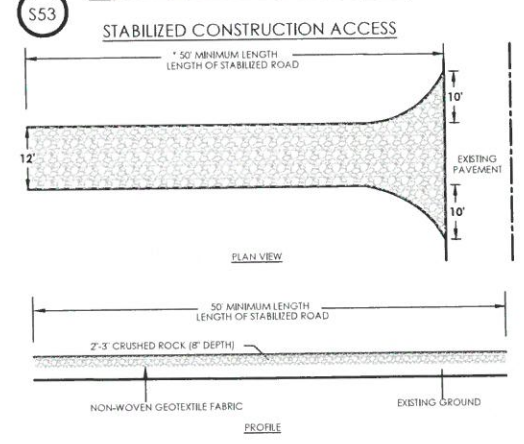
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02	08-19-20	dlm	mmt	dlm
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04	09-10-20	dlm	mmt	dlm
05	09-11-20	dlm	mmt	dlm
06	03-19-21	dlm	mmt	dlm
07	08-05-21	dlm	mmt	dlm
08	08-23-21	dlm	mmt	dlm

STABILIZED CONSTRUCTION ACCESS SPECIFICATIONS

- WHEN**
- CONSTRUCTION TRAFFIC IS EXPECTED TO LEAVE A CONSTRUCTION SITE.
 - STABILIZATION OF INTERIOR CONSTRUCTION ROADS IS DESIRED.
- WHY**
- TO MINIMIZE TRACKING OF SEDIMENT ONTO PUBLIC ROADWAYS AND TO MINIMIZE DISTURBANCE OF VEGETATION.
- WHERE**
- STABILIZED CONSTRUCTION ENTRANCES SHALL BE LOCATED AT EVERY POINT WHERE CONSTRUCTION TRAFFIC ENTERS OR LEAVES A CONSTRUCTION SITE. VEHICLES LEAVING THE SITE MUST BE ROUTED OVER THE ROCK INGRESS/EGRESS CORRIDOR.
- HOW**
- STABILIZED CONSTRUCTION ACCESS ROAD SHOULD BE ESTABLISHED AT THE ONSET OF THE CONSTRUCTION ACTIVITIES AND MAINTAINED IN PLACE FOR THE DURATION OF THE CONSTRUCTION PROJECT.
 - INSTALLATION OF THIS PRACTICE SHOULD BE THE RESPONSIBILITY OF THE SITE CLEARING OR EXCAVATING CONTRACTOR.
 - ACCESS LOCATION SHOULD BE CLEARED OF WOODY VEGETATION.
 - NON-WOVEN GEOTEXTILE FABRIC SHALL BE PLACED OVER THE EXISTING GROUND PRIOR TO PLACING STONE.
 - ACCESS SITE SHOULD BE A MINIMUM OF 50' (30' FOR SINGLE RESIDENCE LOT).
 - ACCESS WIDTH SHOULD BE 12' MINIMUM, FLARED AT THE EXISTING ROAD TO PROVIDE A TURNING RADIUS.
 - CRUSHED AGGREGATE (2" TO 3") OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT, SHALL BE PLACED AT LEAST 8" DEEP OVER THE LENGTH AND WIDTH OF THE INGRESS/EGRESS CORRIDOR.
- MAINTENANCE**
- PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN EVENT.
 - STABILIZED ENTRANCES SHALL BE REPAIRED AND ROCK ADDED AS NECESSARY.
 - SEDIMENT DEPOSITED ON PUBLIC RIGHTS-OF-WAY SHALL BE REMOVED IMMEDIATELY AND RETURNED TO THE CONSTRUCTION SITE. REMOVE ACCUMULATED SEDIMENT IN THE SUMPS AND MAINTAIN SWEEP ROADS.
 - IF SOILS ARE SUCH THAT WASHING OF TIRES IS REQUIRED, IT SHALL BE DONE IN A WASH RACK AREA, STABILIZED WITH STONE, IMMEDIATELY PRIOR TO THE CONSTRUCTION ACCESS STABILIZED CORRIDOR.
 - AT THE PROJECT COMPLETION, ROCK ACCESS ROAD SHOULD BE REMOVED AND DISPOSED OF UNLESS UTILIZED AS SUBGRADE FOR FINAL ROAD.
- LIMITATIONS**
- EFFECTIVENESS LIMITED. SEDIMENT MAY BE TRACKED ONTO ROADS REQUIRING ADDITIONAL ACTION.

DISTURBED AREA = 2.80 AC. (121,753 SFT)

TEMPORARY ACCESS DETAIL



GRAND TRAVERSE COUNTY SOILS MAP LEGEND (MI055)

Map Unit Symbol	Map Unit Name
GA	Gladwin-Richter gravelly sandy loams, 0 to 2% slopes Depth to restrictive layer: More than 80 inches Natural Drainage Class: Somewhat poorly drained Runoff Class: Very Low Infiltration: 1.98 to 5.95 in/hr Depth to Water Table: About 6 to 18 inches
LU	Carlisle muck, 0 to 2% slopes, cool Depth to restrictive layer: More than 80 inches Natural Drainage Class: Very poorly drained Runoff Class: Negligible Infiltration: 0.14 to 14.17 in/hr Depth to Water Table: About 0 inches
Tr	Tonkey-Hettinger-Pickford loams Depth to restrictive layer: More than 80 inches Natural Drainage Class: Poorly drained Runoff Class: Very low Infiltration: 1.98 to 5.95 in/hr Depth to Water Table: About 0 inches

CONSTRUCTION SCHEDULE NARRATIVE:

- TO TO INSTALL TEMPORARY S.E.S.C. MEASURES
- TO TO SITE CLEARING & REMOVALS
- TO TO SITE GRADING
- TO TO STORM WATER STORAGE FACILITIES
- TO TO SANITARY SERVICE & WATER MAIN/SERVICES
- TO TO STORM SEWER & PRIVATE UTILITIES
- TO TO AGG. BASE, CURBS & SITE PAVEMENTS
- TO TO TREES & LANDSCAPING, SURFACE IRRIGATION
- TO TO FINAL GRADING & RESTORATION
- TO TO SITE CLEANUP, PAVEMENT MARKINGS, SIGNS
- TO TO REMOVE TEMPORARY S.E.S.C. MEASURES



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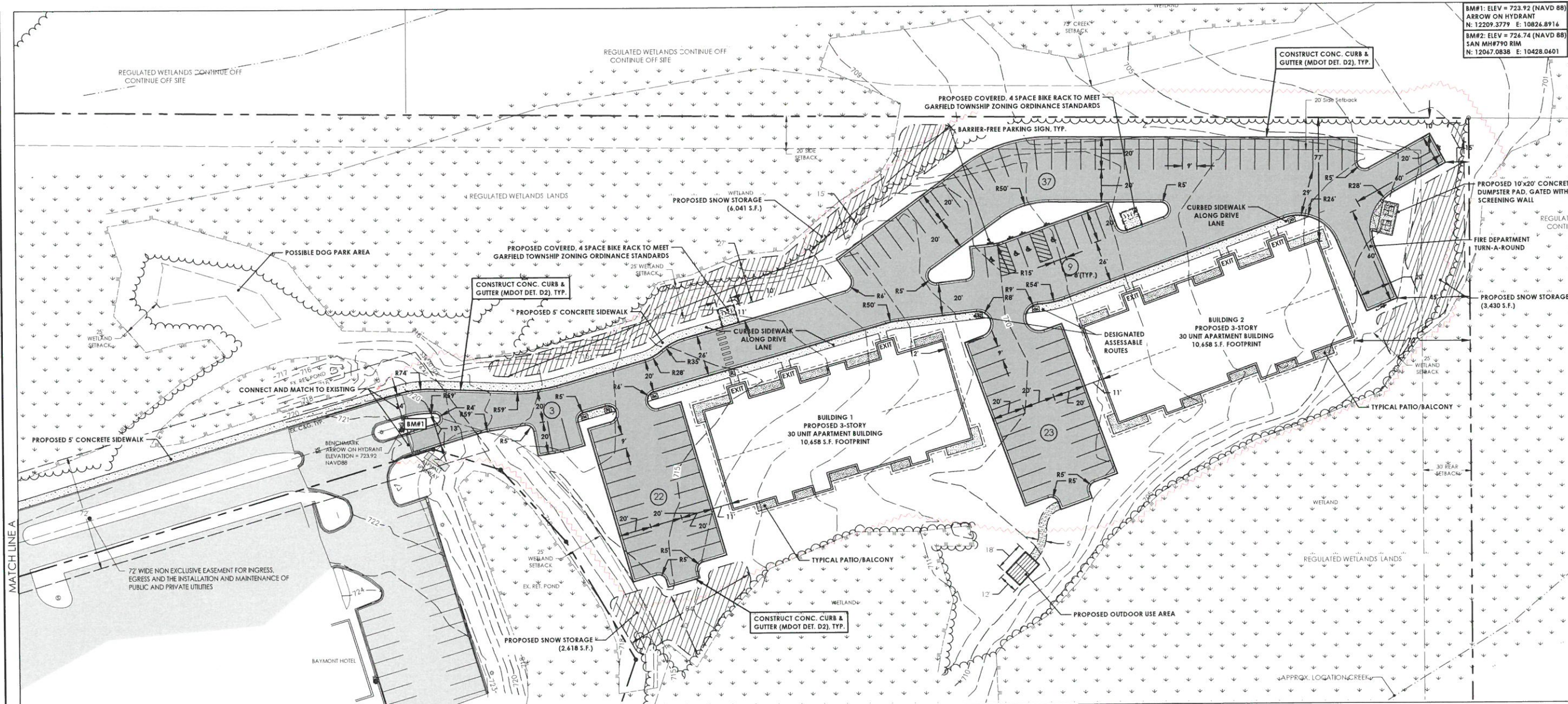
M. Brothers Northern
 Proposed Multiple-Family Residential
SOIL EROSION & SEDIMENTATION CONTROL PLAN
 Section 21, Town 27 North, Range 11 West
 Garfield Township, Grand Traverse County, Michigan

PRELIMINARY

DATE: 08.11.20

20152

C3.0



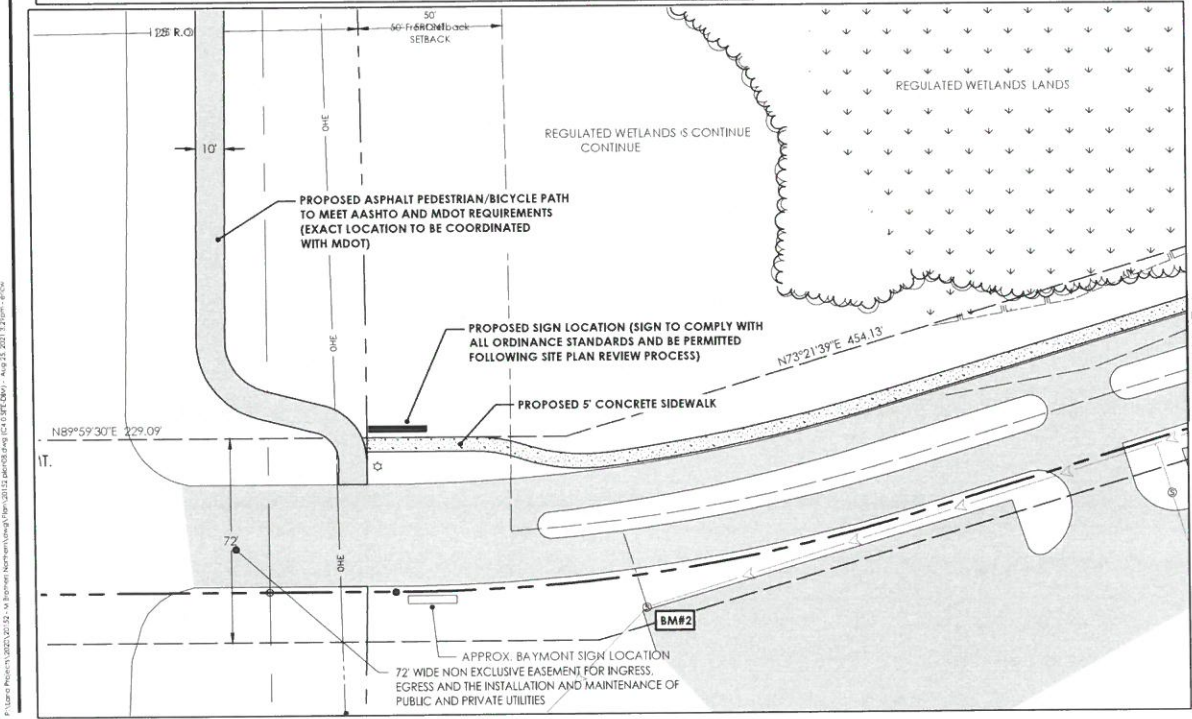
BM#1: ELEV = 723.92 (NAVD 88)
 BENCHMARK
 ARROW ON HYDRANT
 N: 12209.3779 E: 10824.8916

BM#2: ELEV = 724.74 (NAVD 88)
 SAN MH#790 RIM
 N: 12047.0838 E: 10428.0401

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PARCEL AREAS, REQUIREMENTS & PROVISIONS:

PARCEL:	15.9 ACRES LOT AREA GROSS
	14.3 ACRES LOT AREA NET
USE:	2 PROPOSED 3-STORY BUILDINGS
	60 PROPOSED APARTMENTS (30 UNITS PER BUILDING)
	21,317 S.F. FOOTPRINT (BOTH BUILDINGS COMBINED)
PARKING:	90 PARKING SPACES REQUIRED
	94 PARKING SPACES PROVIDED
	7 REQUIRED BIKE PARKING SPACES
	8 PROPOSED BIKE PARKING SPACES
	4,690 S.F. SNOW STORAGE REQUIRED
	12,089 S.F. SNOW STORAGE PROVIDED (COMBINATION OF 3 POSSIBLE SNOW STORAGE AREAS)
	330 S.F. INTERIOR PARKING LOT LANDSCAPING REQUIRED
	1,455 S.F. INTERIOR PARKING LOT LANDSCAPING PROVIDED
	46,900 S.F. PROPOSED PARKING AND DRIVE LANES
PER SEC. 725: OPEN SPACE	
	18,000 S.F. TOTAL OPEN SPACE REQUIRED (19,000 SF OPEN SPACE BEHIND LONGEST SIDE OF EACH STRUCTURE, 2 PROPOSED STRUCTURES)
	20,008 S.F. OPEN SPACE PROVIDED BEHIND LONGEST SIDE OF EACH STRUCTURE, COMBINED
	50 S.F. PRIVATE OUTDOOR SPACE REQUIRED PER UNIT
	57,151 S.F. PRIVATE OUTDOOR SPACE PROVIDED PER UNIT
PROPOSED OPEN/RECREATIONAL SPACE (BASED ON NET ACREAGE)	
	1.9 ACRES PROPOSED/EXISTING DEVELOPED LAND (BLDGs, PARKING, DRIVE LANES)
	0.7 ACRES PROPOSED DEDICATED RECREATIONAL AREA FOR RESIDENTS USE (AREA BEHIND BUILDINGS AND DOG PARK AREA)
	11.7 ACRES REMAINING IN OPEN SPACE (INCLUDING PEDESTRIAN WALKS, WETLANDS AND REMAINING UPLAND)
UTILITIES:	CONNECTING TO EXISTING SEWER AND WATER

NOTES:

- SEE ARCHITECTURAL PLANS FOR DETAILED BUILDING DIMENSIONS
- PROPOSED ENTRY SIGN TO COMPLY WITH ALL TOWNSHIP ORDINANCE STANDARDS. SIGN PERMIT APPLICATION TO BE SUBMITTED AND APPROVED PRIOR TO ANY SIGN CONSTRUCTION AND FOLLOWING SITE PLAN REVIEW PROCESS.

GENERAL CONSTRUCTION NOTES:

- SEE ARCHITECTURAL PLANS FOR BUILDING FOOTPRINT, DETAILS & DIMENSIONS, ETC.
- SEE ELECTRICAL PLANS FOR SITE LIGHTING AND POWER.
- SEE STRUCTURAL PLANS FOR CONCRETE ENTRANCE SLABS, RAMPS AND CONCRETE UTILITY PADS.
- THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES PRIOR TO COMPLETING ANY ON-SITE WORK.
- ALL ACCESSIBLE SIDEWALKS, RAMPS, LANDINGS, ETC. SHALL BE A.D.A. COMPLIANT WHERE A SIDEWALK EXCEEDS 1:20 MAXIMUM SLOPE. CONSTRUCT SIDEWALK RAMPS AND RAILINGS PER A.D.A. GUIDELINES
- THE PROPOSED BUILDING SHALL MEET LOCAL CODES FOR ADDRESS IDENTIFICATION AND DISPLAY.
- FIRE LANES SHALL BE POSTED WITH DOUBLE SIDED "NO PARKING - FIRE LANE" SIGNS IN ACCORDANCE WITH SECTIONS 503.3 AND D103.6 OF THE 2015 IFC, AS ADOPTED BY THE TOWNSHIP.
- ADDRESS IDENTIFICATION TO BE PLACED ON THE BUILDING STREET SIDE IN ACCORDANCE WITH SECTION 505.1 OF THE 2015 IFC, AS ADOPTED BY THE TOWNSHIP.
- ALL PROPOSED CONCRETE SIDEWALKS ARE TO BE 5' WIDE UNLESS OTHERWISE SHOWN.
- ALL PROPOSED CONCRETE SIDEWALKS ADJACENT TO PARKING SPACES ARE TO BE 7' WIDE.
- ALL SIGNS TO COMPLY WITH TOWNSHIP ZONING ORDINANCE. SIGN PERMITS TO BE OBTAINED FOLLOWING SITE PLAN APPROVAL.

PLACE HANDICAP PARKING SIGNS MOUNTED PER A.D.A. CODE REQUIREMENTS. PLACE 8" DIAGONAL BLUE FASTDRY PAVEMENT MARKINGS PER CODE REQUIREMENTS FOR HANDICAP HASH MARKINGS. PLACE BLUE HANDICAP SYMBOLS AND PROVIDE BARRIER-FREE ACCESS TO ALL BUILDING ENTRANCES AND SIDEWALKS WITH REQUIRED RAMPS, LANDINGS, RAILINGS AND SLOPES. (TYP.)

A.D.A. SIDEWALK RAMP. INCLUDE DETECTABLE WARNING PLATES AS DIRECTED BY THE OWNER.



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M Brothers Northern

Proposed Multiple-Family Residential

SITE AND DIMENSION PLAN

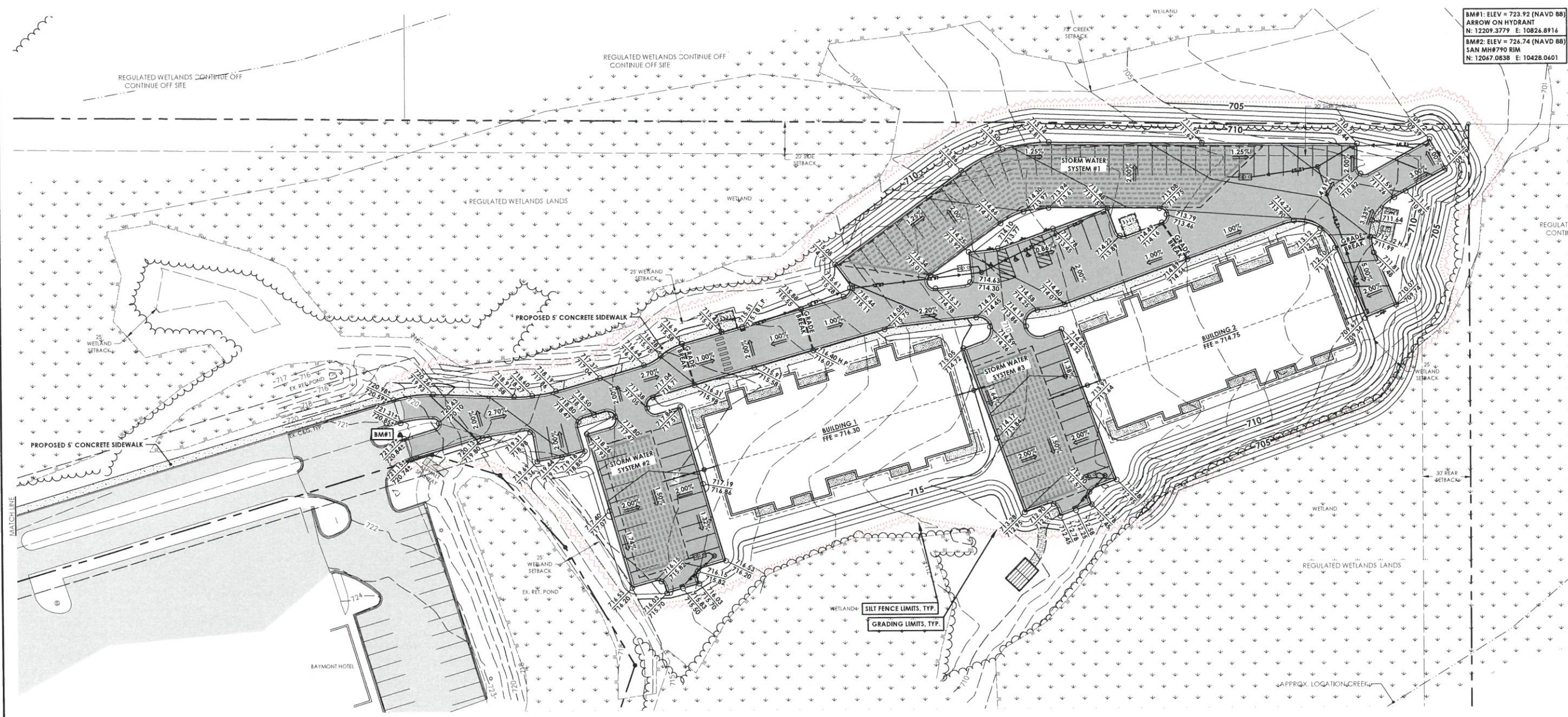
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 Garfield Township, Grand Traverse County, Michigan

PRELIMINARY

DATE: 08.11.20
 DRAWN: C40
 CHECKED: C40
 CREATED: 08.11.20

20152

C4.0



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08	08-23-21	Final Issuance Comments	dm	dm

UNDERGROUND STORM WATER INFILTRATION SYSTEMS
 UNDERGROUND PERFORATED STORM PIPE SYSTEM & STONE BEDDING.

- INSTALL STONE BACKFILL & PIPE PER MANUFACTURER'S SPECS.
- INSTALL CLEANOUTS AT EACH END OF THE HEADER PIPES. (4) TOTAL.
- SEE SHEET C1.5 FOR STORM WATER SYSTEM DETAILS.
- ROW SPACING = 24" STONE BETWEEN PIPES
- END & SIDE STONE = 24" STONE OUTSIDE OF PIPES
- STONE ABOVE PIPE = 8" DEPTH
- PERFORATED PIPE DIAMETER = 8" (#2 & #3) & 12" (#1)
- STONE BELOW PIPE = 8" DEPTH

SYSTEM #1:

- (11) ROWS @ 240 FT LONG + (2) HEADERS @ 33 FT LONG.
- STONE BED AREA = 246.45'L X 37.48'W (2.54'D) = 9,237 SFT
- STONE BED ELEV. = 706.50'
- GROUNDWATER ELEV. = 701.50'
- 12"Ø SYSTEM PIPE ELEV. = 707.17'

SYSTEM #2:

- (11) ROWS @ 80 FT LONG + (2) HEADERS @ 29 FT LONG.
- STONE BED AREA = 85.65'L X 33.08'W (2.16'D) = 2,833 SFT
- STONE BED ELEV. = 712.25'
- GROUNDWATER ELEV. = 708.25'
- 8"Ø SYSTEM PIPE ELEV. = 712.92'

SYSTEM #3:

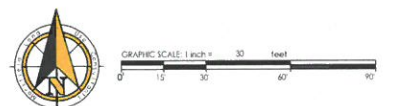
- (13) ROWS @ 90 FT LONG + (2) HEADERS @ 35 FT LONG.
- STONE BED AREA = 95.65'L X 38.73'W (2.16'D) = 3,704 SFT
- STONE BED ELEV. = 709.00'
- GROUNDWATER ELEV. = 704.98'
- 8"Ø SYSTEM PIPE ELEV. = 709.67'

PRELIMINARY STORM & GRADING NOTES:

- THE (3) INFILTRATION STORM SYSTEMS SHOWN HAVE BEEN DESIGNED TO STORE RUNOFF FROM BACK-TO-BACK 100-YEAR STORM EVENTS. FINAL DETAILS STRUCTURE & PIPE DETAILS WILL BE PROVIDED DURING ENGINEERING REVIEW AS FINAL GRADES ARE SUBJECT TO CHANGE.
- FINAL GRADING WILL NOT OCCUR IN WETLANDS AS IS CURRENTLY SHOWN ON PLANS. GRADES WILL BE REVISED AND RETAINING WALLS MAY BE ADDED TO ELIMINATE GRADING OFF-SITE AND WITHIN WETLANDS BOUNDARIES.

GENERAL CONSTRUCTION NOTES - GRADING:

- FINAL GRADING SHALL PROVIDE POSITIVE DRAINAGE ACROSS THE ENTIRE SITE. EXCEPT AT BUILDING ENTRANCES AND CONCRETE APPROACH SLABS, THE GRADE ADJACENT TO THE BUILDING FOOTPRINT SHALL BE 6" BELOW THE FIRST FLOOR ELEVATION. AT BUILDING ENTRANCES AND CONCRETE APPROACH SLABS, THE GRADE SHOULD BE 3/4" BELOW THE FIRST FLOOR ELEVATION.
- THE CONTRACTOR SHALL FOLLOW ALL RECOMMENDATIONS OF THE GEOTECHNICAL INVESTIGATION REPORT DATED JULY 2021.
- RESTORATION SHALL INCLUDE FURNISHING AND PLACING 4" OF TOPSOIL AND HYDRO-SEEDING TO THE EXTENTS OF THE DISTURBED AREAS ON THE SITE. MULCH BLANKET IS REQUIRED WHERE SLOPES ARE 3:1 OR GREATER. THE FINAL GRADES ADJACENT TO ALL SIDEWALK APPROX SHALL MATCH THE TOP OF CONCRETE WITH NO STEP DOWN.
- THE CONSTRUCTED PARKING LOT HMA, CONCRETE SIDEWALKS AND SIDEWALK RAMPS SHALL MEET A D.A. GUIDELINES FOR MAXIMUM SLOPE, LANDINGS, RAILINGS, DETECTABLE WARNING PLATES, ETC.
- ALL STORM SEWER PIPES 24" DIAMETER OR LESS REQUIRE RESILIENT CONNECTORS AT STRUCTURES.
- AFTER INSTALLATION OF THE PROPOSED STORM SEWER INLETS, PLACE FILTER FABRIC UNDER EACH COVER TO PREVENT SOIL AND DEBRIS FROM ENTERING THE UNDERGROUND STORM WATER STORAGE SYSTEM. MAINTAIN REGULARLY.



NOTES:
 1. Properly boundaries, land contours, physical features and the like, illustrated on this plan are exhibited for planning purposes only. Mansfield Land Use Consultants makes no guarantee to the correctness nor the completeness of this information.
 2. Wetland location (map) provided to Mansfield Land Use consultants by client.
 3. Wetland Assessment/Detail DEQ WIP File 13-28-0002-WA, 2323 US-31 (Baymont Inn). Performed by DEQ, by K. Gyeke, Wetlands, Lakes and Streams Units, DEQ WRD, July 24, 2013

M Brothers Northern
 Proposed Multiple-Family Residential
GRADING & STORM PLAN
 Section 21, Town 27 North, Range 11 West
 Garfield Township, Grand Traverse County, Michigan

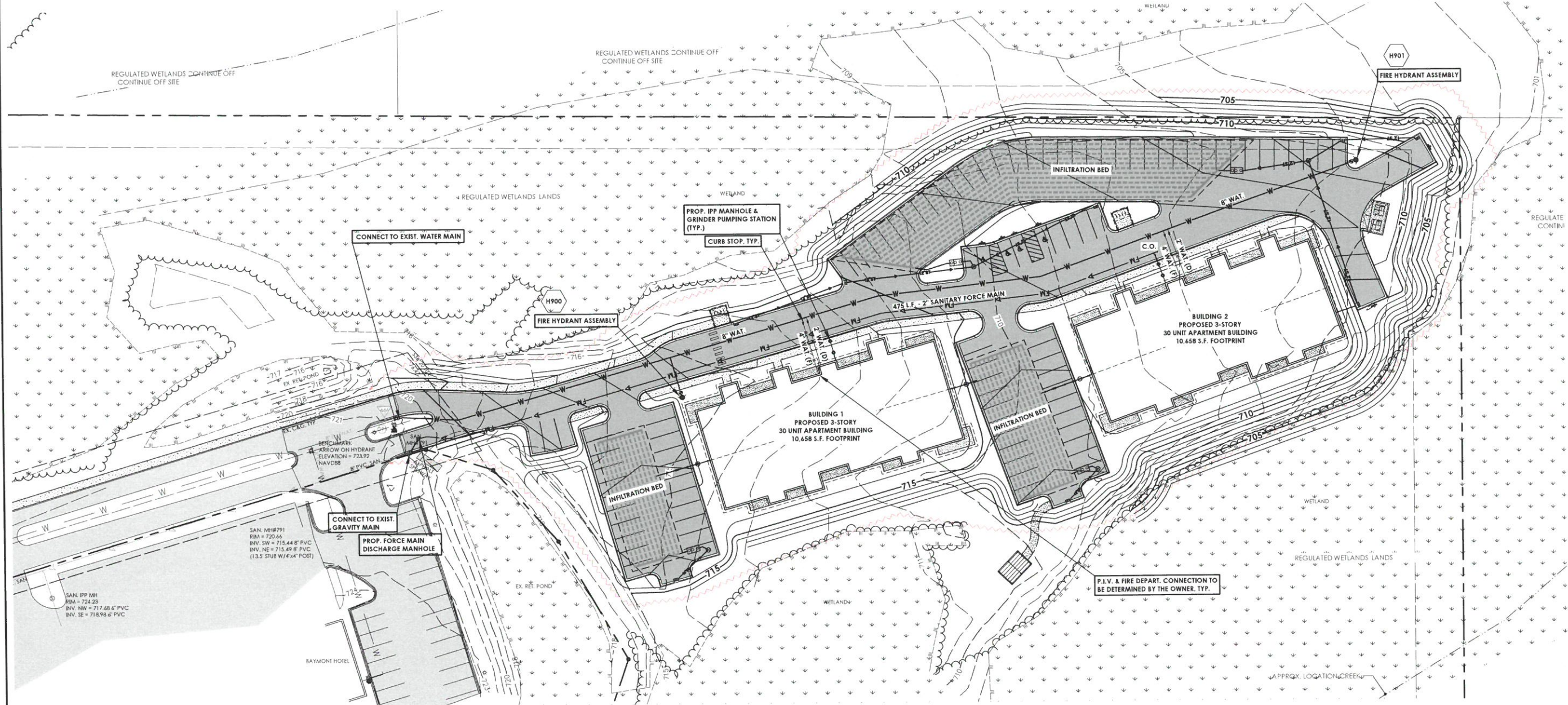
PRELIMINARY

DATE: 08.11.20

PROJECT NO: 20152

SCALE: C5.0

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TELEPHONE & CATV
 CONNECT TO THE EXISTING TELEPHONE & CATV MAINS AND COORDINATE NEW SERVICES TO THE PROPOSED BUILDING SITES. AS REQUIRED BY THE OWNER, COORDINATE WITH THE TELEPHONE & CATV UTILITY CO'S TO DETERMINE THE EXISTING AND PROPOSED CONNECTION POINTS, BOX LOCATIONS, ETC.

ELECTRICAL
 CONNECT TO THE EXISTING POWER LINES AND COORDINATE NEW SERVICES TO THE PROPOSED BUILDING SITES. COORDINATE WITH THE POWER COMPANY FOR CONNECTION LOCATIONS.

GAS
 CONNECT TO EXISTING GAS LINE & COORDINATE NEW GAS SERVICES TO THE PROPOSED BUILDING SITES. COORDINATE WITH GAS UTILITY PROVIDER FOR THE CONNECTION LOCATIONS, DEMAND & METER(S) LOCATION(S).

NOTE:
 PRIVATE UTILITY LOCATIONS T.B.D. BY THE OWNER & UTILITY PROVIDERS.

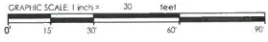
FIRE SUPPRESSION WATER LINE (BUILDING 1)
 INSTALL (1) 8"x4" TEE, (1) 4" GATE VALVE & BOX AND 36 FT OF 4" PVC WATER SERVICE FROM THE CONNECTION POINT TO THE PROPOSED BUILDING.

DOMESTIC WATER SERVICE (BUILDING 1)
 INSTALL 2" COPR. STOP, 31 FT OF 2" TYPE K COPPER WATER SERVICE AND CURB STOP & BOX FROM THE WATER MAIN CONNECTION TO THE PROPOSED BUILDING.

CONNECT TO THE BUILDINGS
 SANITARY SEWER LINE @ -4.5' FROM THE PROPOSED F.F.E.

FIRE SUPPRESSION WATER LINE (BUILDING 2)
 INSTALL (1) 8"x4" TEE, (1) 4" GATE VALVE & BOX AND 36 FT OF 4" PVC WATER SERVICE FROM THE CONNECTION POINT TO THE PROPOSED BUILDING.

DOMESTIC WATER SERVICE (BUILDING 2)
 INSTALL 2" COPR. STOP, 31 FT OF 2" TYPE K COPPER WATER SERVICE AND CURB STOP & BOX FROM THE WATER MAIN CONNECTION TO THE PROPOSED BUILDING.



- NOTES:**
- Property boundaries, land contours, physical features and the like, illustrated on this plan are exhibited for planning purposes only. Mansfield Land Use Consultants makes no guarantee to the correctness nor the completeness of this information.
 - Wetland location (map) provided to Mansfield Land Use consultants by cflent.
 - Wetland Assessment Detail DEQ WIP File 13-28-0002-WA, 2323 US-31 (Baymont Inn) Performed by DEQ, by K. Gyeikis, Wetlands, Lakes and Streams Units, DEQ WRD, July 24, 2013.

830 Cottageview Dr., Ste. 201
 P.O. Box 4015
 Traverse City, MI 49685
 Phone: 231-946-9310
 www.mansfield.com
 info@mansfield.com

Mansfield

Land Use Consultants

REV.	DATE	BY	CHK.	DESCRIPTION
01	08/12/20	dm	mm	Issue Map
02	08/12/20	dm	mm	Original design
03	08/12/20	dm	mm	Revised design
04	08/12/20	dm	mm	Revised design
05	08/12/20	dm	mm	Revised design
06	08/12/21	dm	mm	Revised design per Client and Township Comments
07	08/25/21	dm	mm	Boarding Submittal
08	08/25/21	dm	mm	Final Submittal, Corrected

M. Brothers Northern
Proposed Multiple-Family Residential
UTILITY PLAN
 Section 21, Town 27 North, Range 11 West
 Garfield Township, Grand Traverse County, Michigan

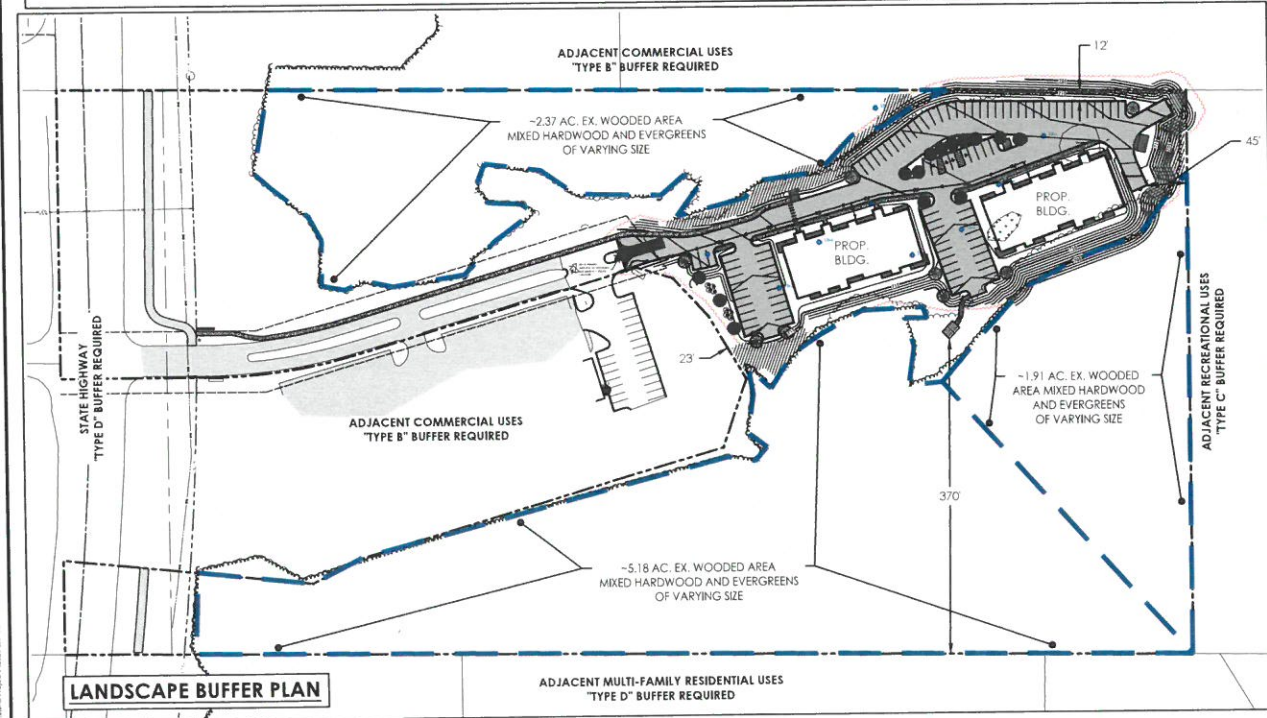
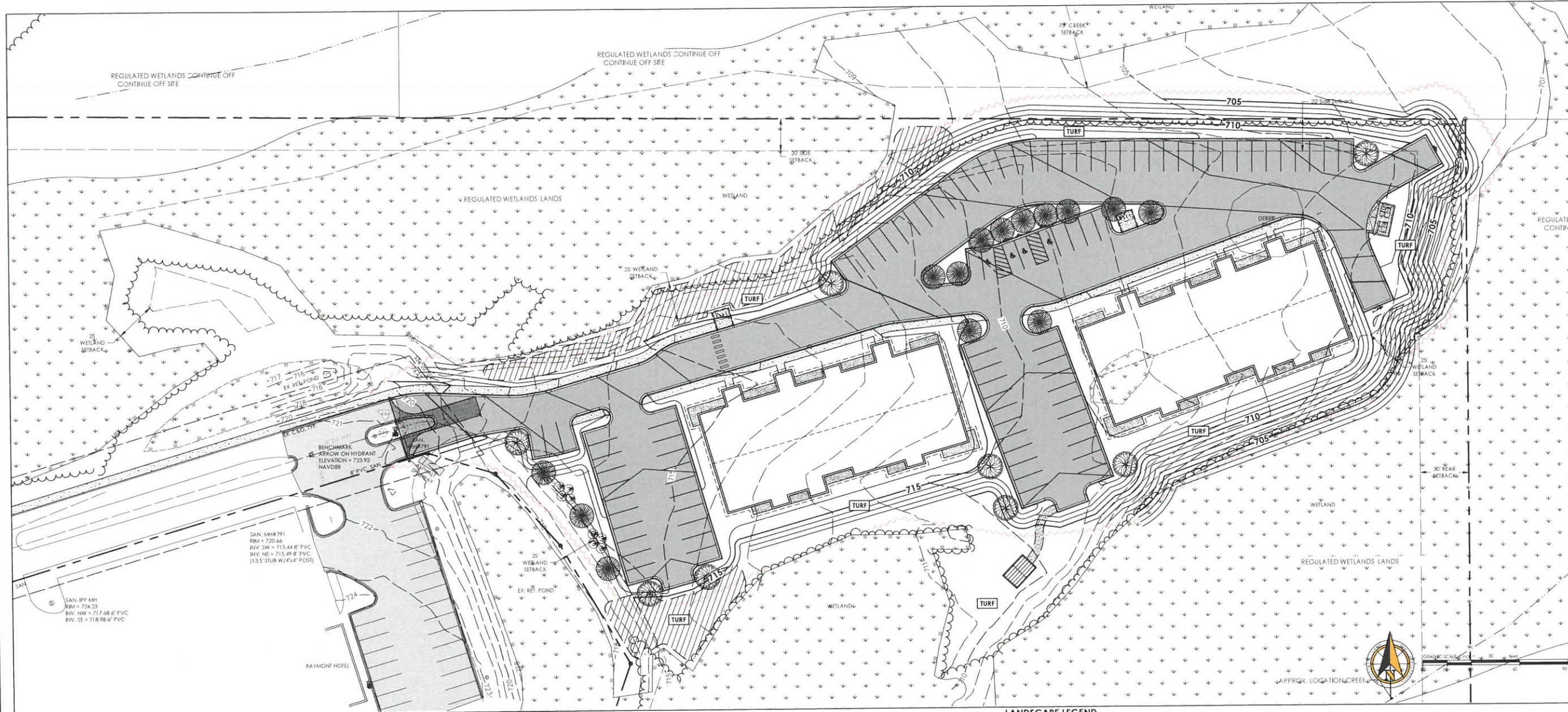
PRELIMINARY

DATE: 08.11.20

20152

C6.0

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REQUIRED LANDSCAPE BUFFERS

NORTH:
 REQUIRED: 1,320' L.F. TYPE B BUFFER
 28 LG. TREES, 14 MED./SM. TREES, 56 SHRUBS
 PROVIDED: SATISFIED BY RETAINING ~2.37 ACRES EXISTING WOODED AREA ADJACENT TO NORTH PROPERTY LINE.

SOUTH:
 REQUIRED: 1,320' L.F. TYPE D BUFFER
 56 LG. TREES, 42 MED./SM. TREES, 42 EVERGREEN TREES
 PROVIDED: SATISFIED BY RETAINING ~5.18 ACRES EXISTING WOODED AREA ADJACENT TO SOUTH PROPERTY LINE.

EAST:
 REQUIRED: 662' L.F. TYPE C BUFFER
 21 LG. TREES, 21 MED./SM. TREES, 7 EVERGREEN TREES
 PROVIDED: SATISFIED BY RETAINING ~1.91 ACRES EXISTING WOODED AREA ADJACENT TO EAST PROPERTY LINE.

ROAD:
 REQUIRED: 434' L.F. TYPE D BUFFER
 20 LG. TREES, 15 MED./SM. TREES, 15 EVERGREEN TREES
 PROVIDED: SATISFIED BY RETAINING EXISTING WOODED AREA ALONG ALL ROAD FRONTAGE OF SUBJECT SITE.

ADJACENT TO BAYMONT SITE:
 REQUIRED: 1,455' L.F. TYPE B BUFFER
 30 LG. TREES, 15 MED./SM. TREES, 60 SHRUBS
 PROVIDED: ALL BUT ~190' L.F. OF SHARED PROPERTY LINE BUFFERED BY RETAINING EXISTING WOODED AREA. OPEN AREA ADJACENT TO EAST BAYMONT SITE P.L. PLANTED ACCORDING TO PLAN ON THIS SHEET.

LANDSCAPE LEGEND

- Maple, Red Armstrong (Acer rubrum Armstrong)
- Tulip Tree, Upright (Liriodendron tulipifera 'Fastigiata')
- Dogwood, Red-Osier (Cornus sericea)

PLANT LIST

TREES			
botanical name	common name	size	est. quantity
Acer rubrum 'Armstrong'	Armstrong Maple	2' col. B&B	14
Liriodendron tulipifera 'fastigiata'	Liriodendron tulipifera 'fastigiata'	2' col. B&B	7
SHRUBS			
botanical name	common name	size	est. quantity
Cornus sericea	Redosier Dogwood	5 gallon	8

PLANTING NOTES:

- Clean up and remove from the planting areas weeds and grasses, including roots, and any minor accumulated debris and rubbish before commencing work.
- Remove and dispose of all soil in planting areas that contains any deleterious substance such as oil, plaster, concrete, gasoline, paint, solvents, etc., removing the soil to a minimum depth of six (6) inches or to the level of dryness in the affected areas. The affected soil shall be replaced with native or imported soil as required.
- Finish grading all planting areas to a smooth and even condition, making certain that no water pockets or irregularities remain. Remove and dispose of all foreign materials, clods and rocks over 1 inch in diameter within 3 inches of surface.
- All Plant Materials shall be healthy, well developed representatives of their species or varieties, free from disfigurement with well-developed branch and root systems, and shall be free from all plant diseases and insect infestation.
- All plant substitutions will be subject to the Owner's approval.
- Each plant shall be planted with its proportionate amount of soil amendment and fertilizer. Hand smooth planting area after planting to provide an even, smooth, final finish grade. To avoid drying out, plantings shall be immediately watered after planting until the entire area is soaked to the full depth of each hole unless otherwise noted on the drawing.
- Mulch all planting beds with 3 inches of shredded hardwood mulch.
- Remove all tags, labels, nursery stakes and ties from all plant material only after the approval of the Owner.
- All plants shall be guaranteed for a period of one year. The guarantee period commences from the time of final acceptance by the Owner. Replace as soon as weather permits, all dead plants not in vigorous condition as noted during the maintenance period. Said plants shall be maintained for a period of 90 calendar days from the replacement date. Plants used for replacements shall be same kind and size as originally planted. They shall be furnished, planted and fertilized as specified and guaranteed.
- All turf lawn areas shall be sodded.
- Decorative stone material shall be 4" depth, minimum.

IRRIGATION NOTES:

- Landscaping to be irrigated. Installation to be performed by a reputable irrigation contractor. Irrigation system to be designed and installed using a low volume drip system.

LANDSCAPING PREPARED BY:
 Dustin M. Christensen, LLA
 Landscape Architect
 No. 3901001527

830 Cottingham Dr., Ste. 201
 P.O. Box 4015
 Traverse City, MI 49685
 Phone: 231-946-9310
 www.mansfield.com
 info@mansfield.com

Mansfield
 Land Use Consultants

NO.	DATE	BY	CHKD.	DESC.
01	08-11-20	dm	dm	Site Map
02	08-12-20	dm	dm	Original design
03	08-24-20	dm	dm	Revised design
04	09-10-20	dm	dm	Revised design
05	09-17-20	dm	dm	Revised design
06	09-23-20	dm	dm	Revised design per Client and Township Comment
07	08-05-21	dm	dm	Township Submittal
08	08-05-21	dm	dm	Final Location Comment

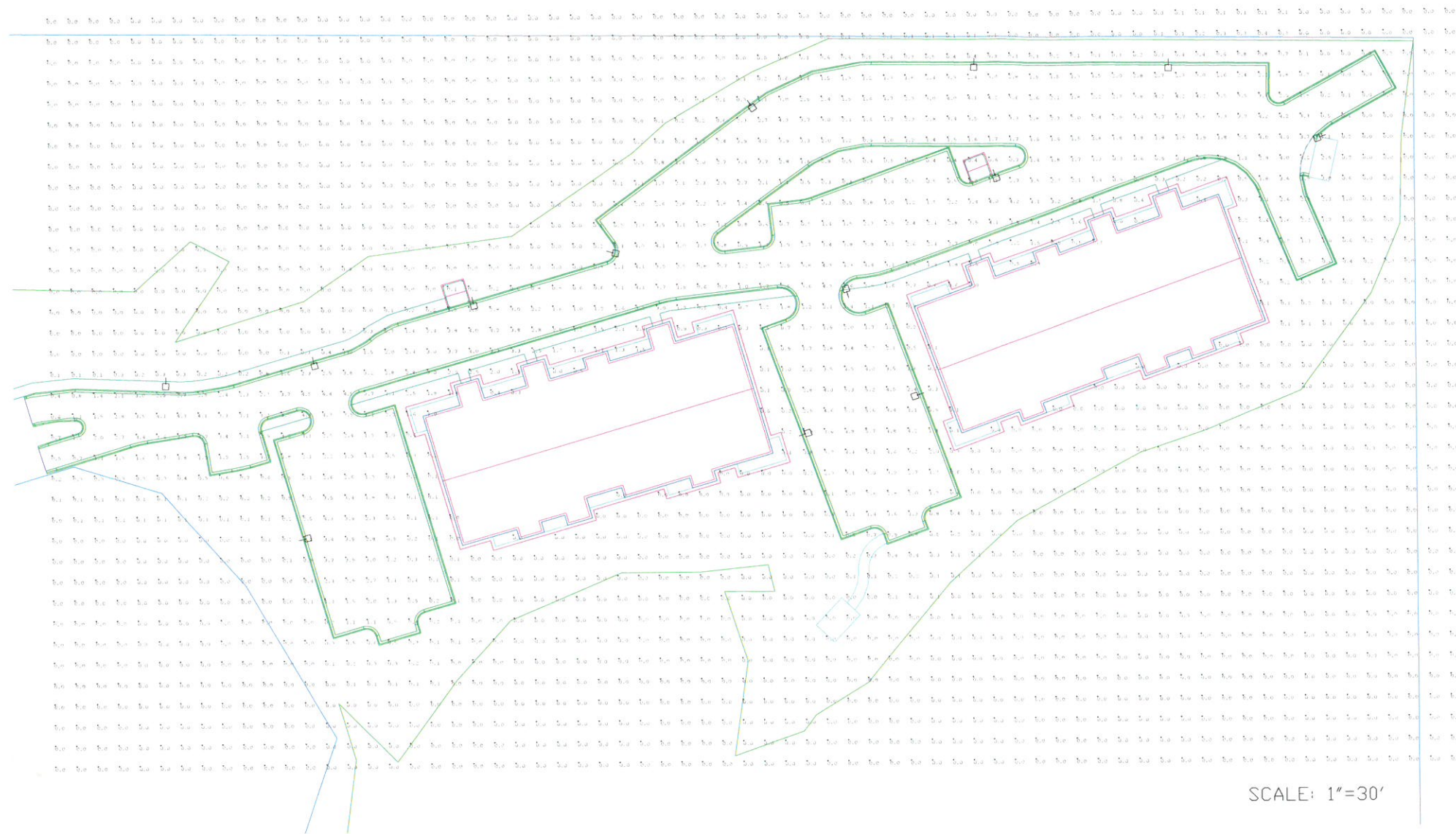
M. Brothers Northern
 Proposed Multiple-Family Residential
LANDSCAPE PLAN
 Section 21, Town 27 North, Range 11 West
 Garfield Township, Grand Traverse County, Michigan

PRELIMINARY

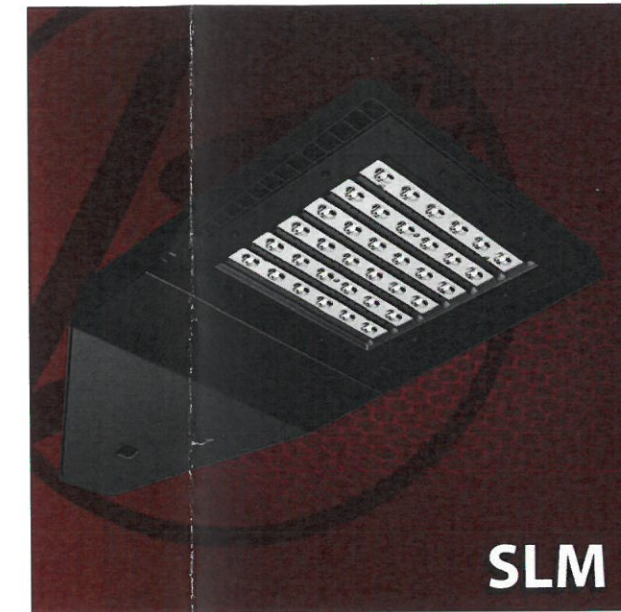
DATE: 08.11.20

20152

L1.0



SCALE: 1"=30'



SLM

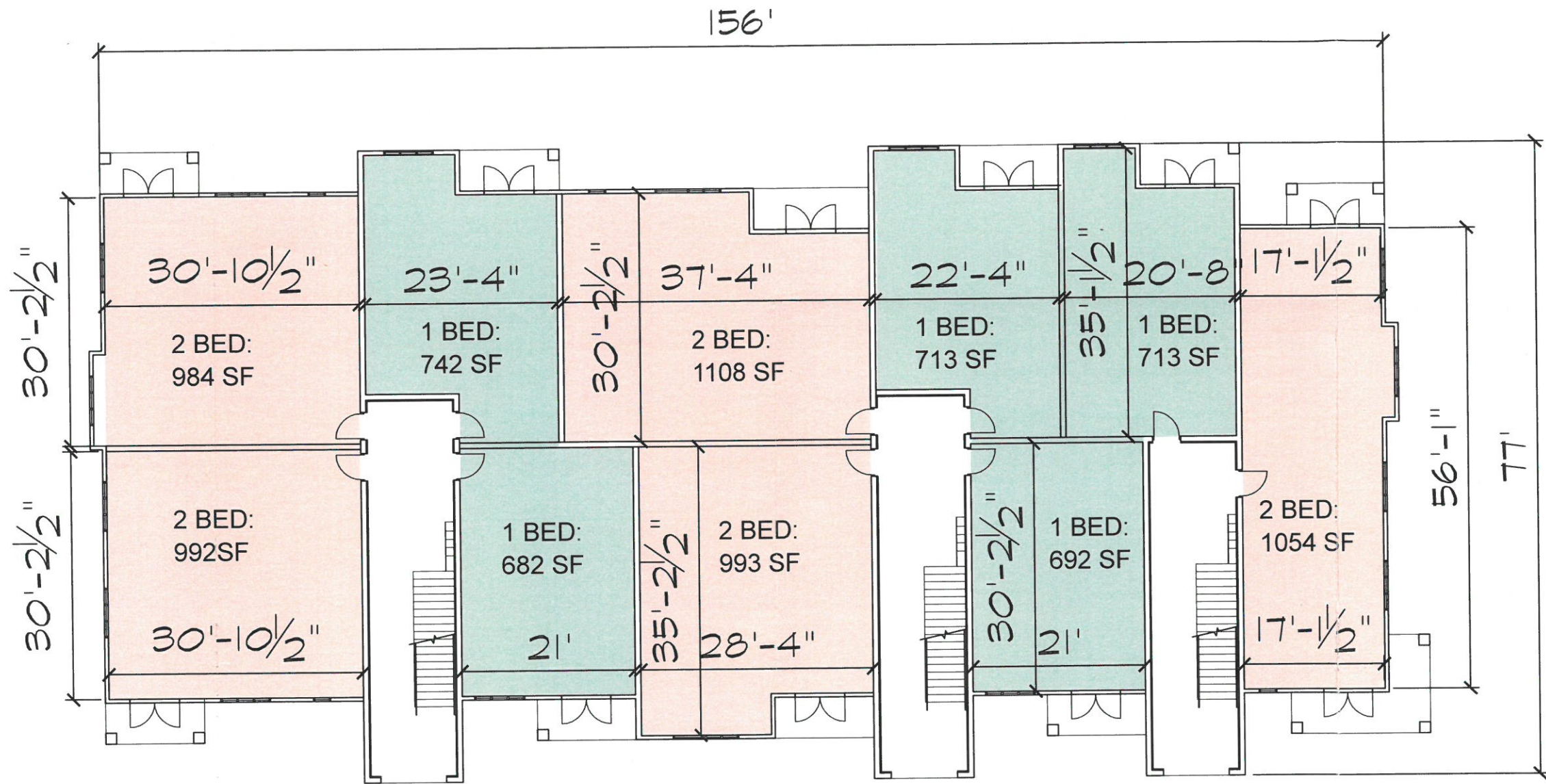
NOTE: ALL PROPOSED LAMPS SHALL EMIT LIGHT MEASURING BETWEEN 0K AND 3,500K ON THE KELVIN SCALE

Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
	13	SLM-LED-18L-SIL-3-30-70CRI-IL	Single	N.A.	0.808	SLM-LED-18L-SIL-3-30-70CRI-IL

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	
CalcPts_1	Illuminance	Fc	0.55	5.7	0.0	N.A.	N.A.	

BASED ON THE INFORMATION PROVIDED, ALL DIMENSIONS AND LUMINAIRE LOCATIONS SHOWN REPRESENT RECOMMENDED POSITIONS. THE ENGINEER AND/OR ARCHITECT MUST DETERMINE THE APPLICABILITY OF THE LAYOUT TO EXISTING OR FUTURE FIELD CONDITIONS. LIGHTING PLAN FOR MUNICIPAL APPROVAL PROCESS USE ONLY - FINAL SITE LIGHTING ENGINEERING AND DESIGN MUST BE COMPLETED PRIOR TO CONSTRUCTION.

THIS LIGHTING PLAN REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH THE ILLUMINATING ENGINEERING SOCIETY (IES) APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO CHANGES IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS/LED'S AND OTHER VARIABLE FIELD CONDITIONS. CALCULATIONS DO NOT INCLUDE OBSTRUCTIONS SUCH AS BUILDINGS, CURBS, LANDSCAPING, OR ANY OTHER ARCHITECTURAL ELEMENTS UNLESS NOTED. FIXTURE NOMENCLATURE NOTED DOES NOT INCLUDE MOUNTING HARDWARE OR POLES. THIS DRAWING IS FOR PHOTOMETRIC EVALUATION PURPOSES ONLY AND SHOULD NOT BE USED AS A CONSTRUCTION DOCUMENT OR AS A FINAL DOCUMENT FOR ORDERING PRODUCT.



Plan Units per (2) Buildings:

(30) 1-Bed units

(29) 2-Bed Units

59 Total Units

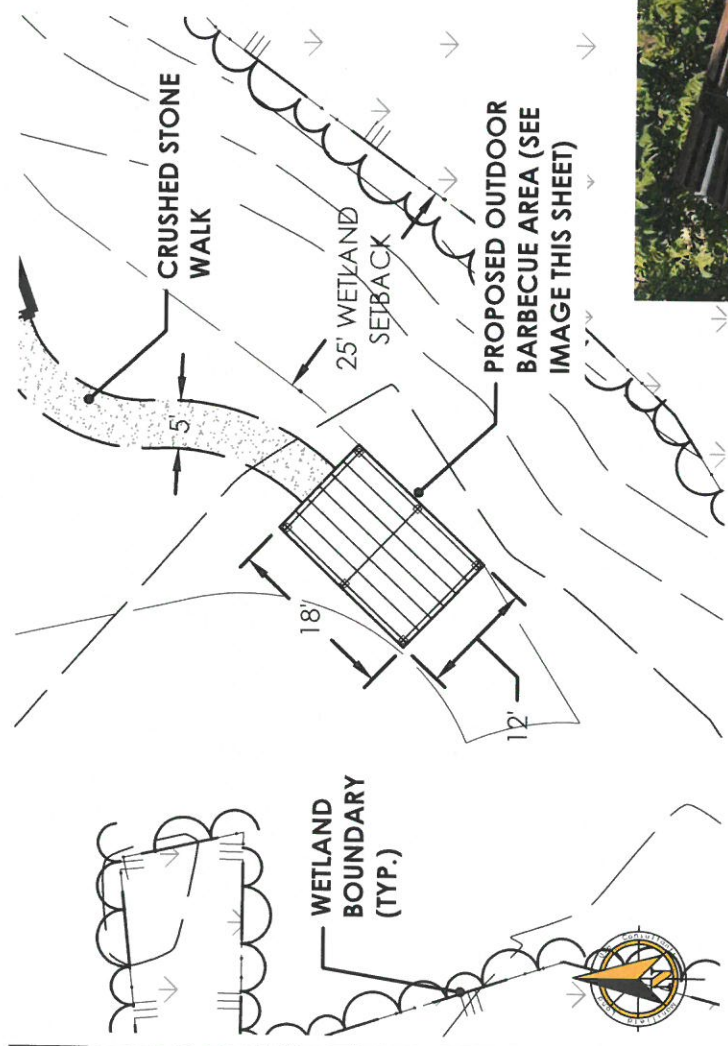
10 units per floor

Building Area Total:

10,157SF








OUTDOOR USE AREA PLAN
 SCALE: 1"=20'



BARBECUE AREA STRUCTURE CHARACTER PHOTO

 Charter Township of Garfield Planning Department Report No. 2021-117			
Prepared:	September 1, 2021	Pages:	3
Meeting:	September 8, 2021 Planning Commission	Attachments:	<input checked="" type="checkbox"/>
Subject:	Chick-fil-A Restaurant Special Use Permit-Major Amendment – Introduction		
File No.	SUP-2021-01-A	Parcel No.	05-021-011-00
Applicant:	Chick-fil-A, Inc.		
Agent:	Progressive AE, Inc.		
Owner:	2700 N US 31 LLC		

BRIEF OVERVIEW:

- Location: 2700 N US-31 South, north of South Airport Road
- Parcel area: 2.113 acres development site (4.38 acres total parcel)
- Existing land use: Single family residential
- Existing zoning: C-G General Commercial District

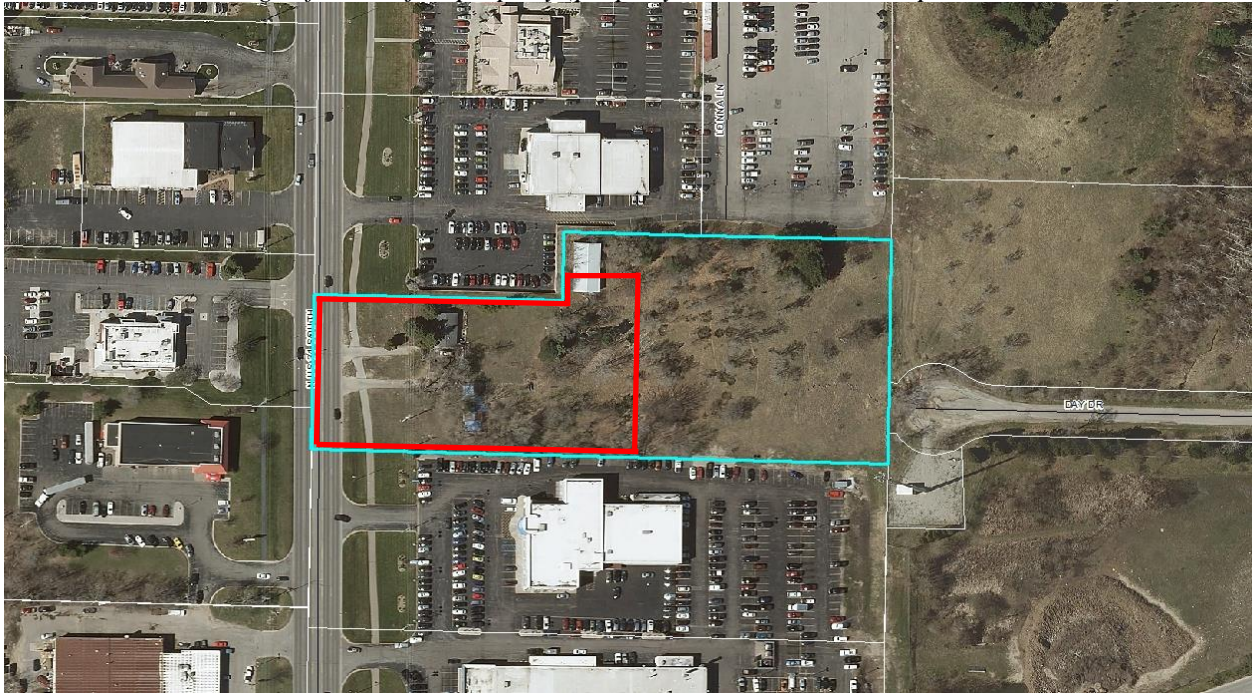
PURPOSE OF APPLICATION:

A Special Use Permit for a drive-through restaurant at the subject location was approved by the Planning Commission on May 12, 2021. The approved site plan has a proposed pedestrian sidewalk at the front of the site extending from the existing Mall Trail to the front of the proposed restaurant. This area has a steep slope that required design of the sidewalk to be extended along the slope and to provide handrails in accordance with Americans with Disabilities Act (ADA) standards. This design was further complicated by MDOT requirements for permitting stormwater detention in the MDOT right-of-way. As an alternative, the applicant is making a request to relocate the proposed sidewalk along the south property line. Such location would impede on the required 10-foot buffer that is proposed along the south property line.

Zoomed-out aerial image of the subject property (property lines highlighted in blue):

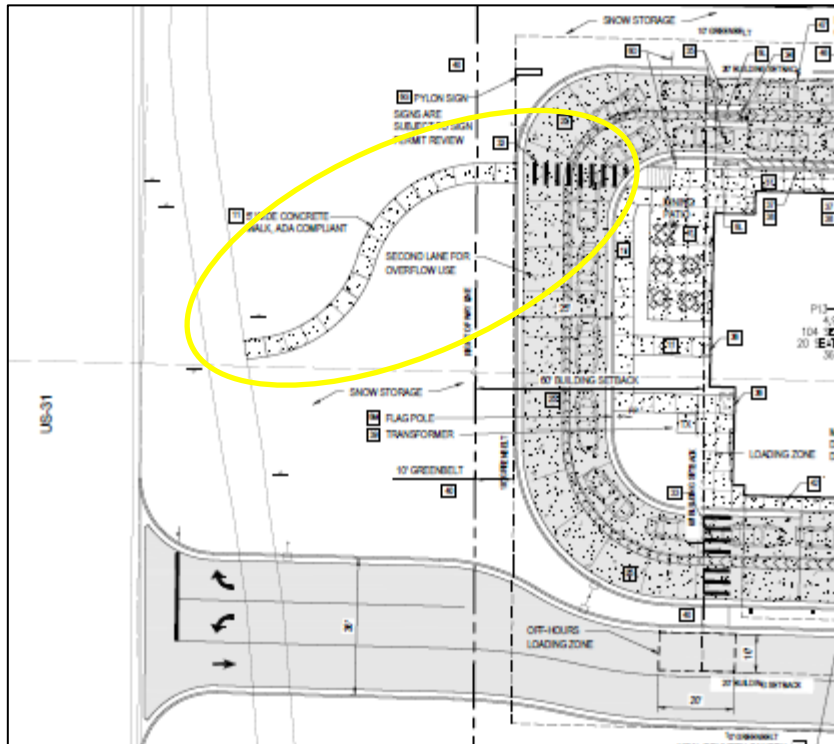


Zoomed-in aerial image of the subject property (property lines in blue, development site in red):



ORIGINAL APPROVED SITE PLAN:

The approved location of the pedestrian sidewalk is shown on the below site plan excerpt:



MAJOR AMENDMENT:

In this case, the applicant is requesting “a decrease in buffer or transition areas.” Such request is classified as a Major Amendment to a Special Use Permit under Section 423.G(6). A Major Amendment shall be approved in the same manner and under the same procedures as are applicable to the issuance of the original special use permit approval.

STAFF COMMENTS:

Staff offers the following comments regarding site design and compliance with the Zoning Ordinance:

Landscaping

In the revised landscaping plan, the proposed landscaping has been altered slightly and is more elongated in its layout. However, there will be no reduction in the required landscaping plantings.

The required landscaped buffer is not to be covered by any pavement, including sidewalks. As proposed, the new sidewalk will be located in a part of the buffer where typically grass would be planted. As the approval authority, the Planning Commission has the ability to adjust the proposed buffer, including allowing non-vegetative cover.

Shared Access

Due to the proposed new location of the sidewalk, the new sidewalk could provide pedestrian access to both the restaurant and the Williams Honda automobile dealership located to the south. Currently, Williams Honda does not have a sidewalk between their building and the Mall Trail. A shared access easement would have to be placed on the sidewalk to allow for joint pedestrian access.

Signage

Pedestrian crosswalk signs shall be provided at both the driveway crossings for the sidewalk.

ACTION REQUESTED:

The purpose of the introductory meeting is to accept the application and to identify any concerns that should be addressed prior to holding a public hearing on the application. In anticipation of this application, a public hearing has been previously scheduled for the September 22, 2021 Planning Commission meeting. Following an opportunity for applicant presentation and Commissioner discussion, the following motion is offered for consideration:

MOTION THAT application SUP-2021-01-A, submitted by Progressive AE, for a Major Amendment to a Special Use Permit for a drive-through restaurant at Parcel 05-021-011-00, BE ACCEPTED.

Any additional information that the Planning Commission determines to be necessary should be added to this motion.

Attachments:

1. Applicant Narrative dated August 30, 2021
2. 11” X 17” site plan excerpt (Sheets C-2.0, C-3.0, L-1.0, and S1 of 1) provided by applicant dated August 4, 2021

Chick-fil-A Special Land Use Application: Major Amendment
2700 US 31 South, Traverse City, MI
Garfield Township
08/30/2021

Prepared by: Cheryl Scales, PE
Progressive AE
1811 4 Mile Road, NE
Grand Rapids, MI

Chick-fil-A is applying for a Special Land Use Major Amendment permit to move the pedestrian connection from the front yard as approved in our Special Land Use Plan to the south property line within the 10-foot green space buffer.

Project Background

Chick-fil-A was approved for a Special Land Use to construct a restaurant with a drive thru on May 12, 2021. The Chick-fil A will be constructed in one phase, with construction will begin in August of 2021 and be complete in the first quarter of 2022. The construction will be coordinated with a future Hotel development.

Major Amendment Request

The approved site plan has a pedestrian sidewalk located in the front yard of the site. This area has a steep hill that required the sidewalk to be stretched out along the hill to allow it to meet Barrier Free slopes.

We applied to MDOT for stormwater approval, and through many iterations of design, we were required to have a small stormwater storage area located in the ROW to handle existing storm water and storm water from our drive. MDOT would not allow us to place underground detention in the ROW so we had to place a small detention area between the road and the bike path. This resulted in a smaller, steeper area for us to place the sidewalk. When re designing the sidewalk, we had less length to work with, and the only way to make the sidewalk meet Barrier Free ADA Standards would be to have a series of ramps with handrails on each side of the sidewalk.

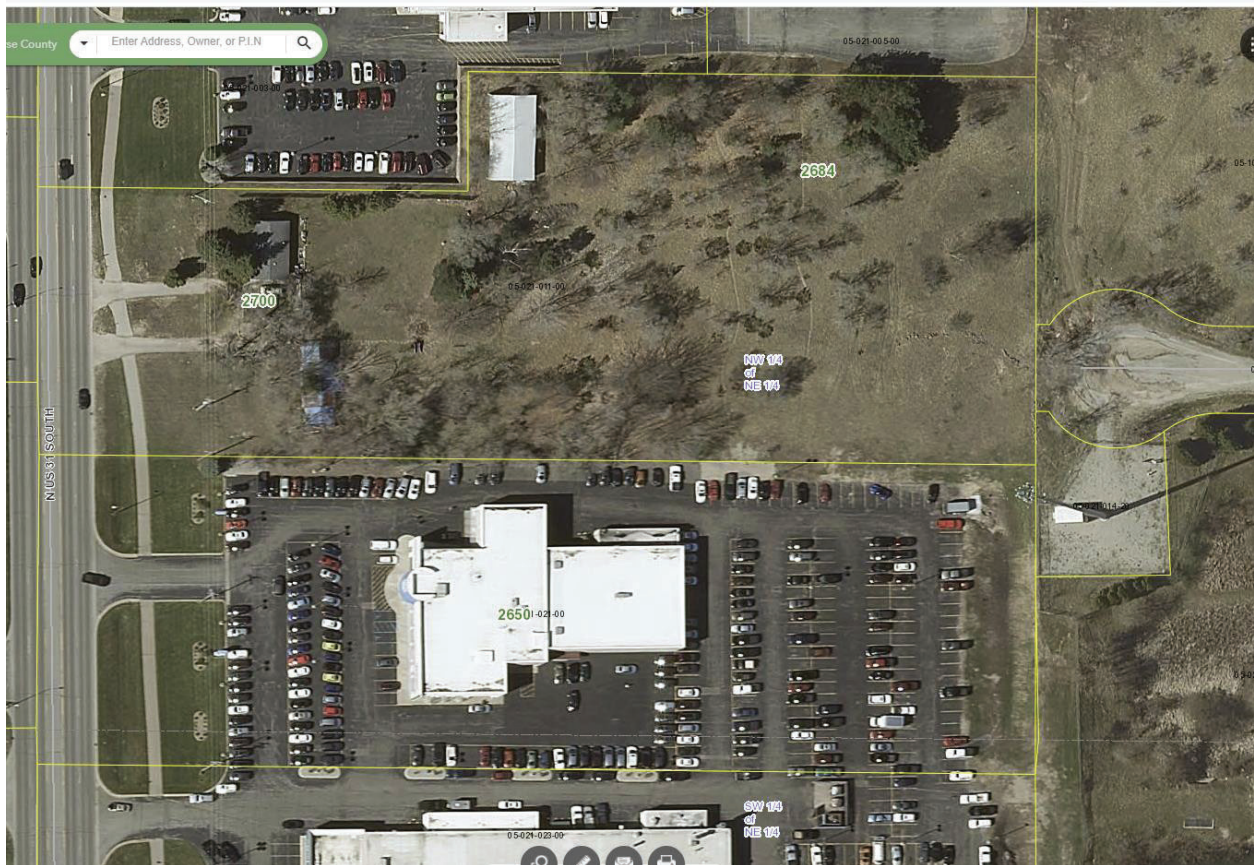
We are asking for a site plan amendment to allow us to place this sidewalk along our south property line within the 10-foot green space. We have a landscape buffer between the curb of the drive and the sidewalk that will remain as approved, and the sidewalk would replace the grass buffer strip. This location is a better location for the sidewalk for many reasons:

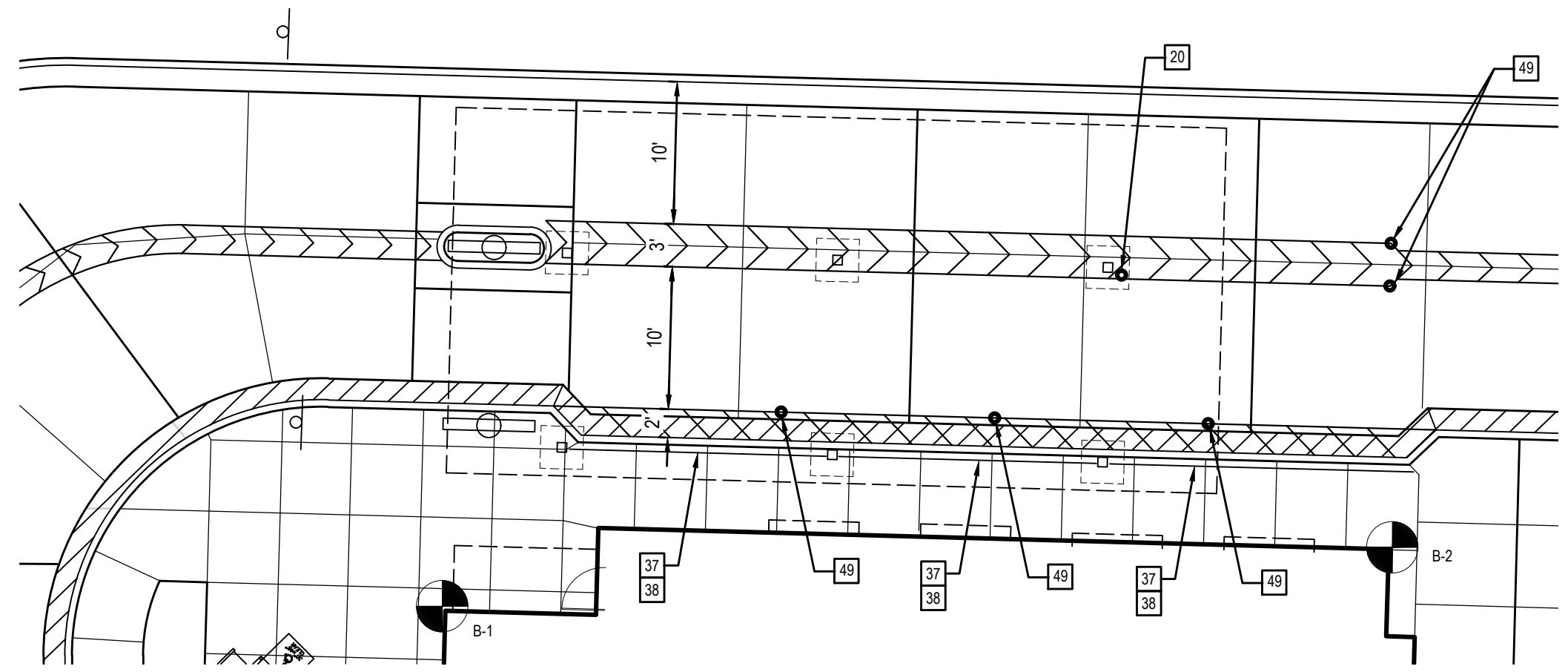
1. The slopes are flatter and will allow for a standard sidewalk that meets ADA requirements and is not a ramp.
2. The location of the sidewalk connection to the building is right at the door and allows better access to the bike racks.
3. This location is adjacent to the car dealership parking area and will allow a connection for the car dealership staff and customers to access our restaurant.

4. This sidewalk will be easier to clean snow from.
5. Moving the sidewalk to the south property line will allow for a larger green space in front of the building.

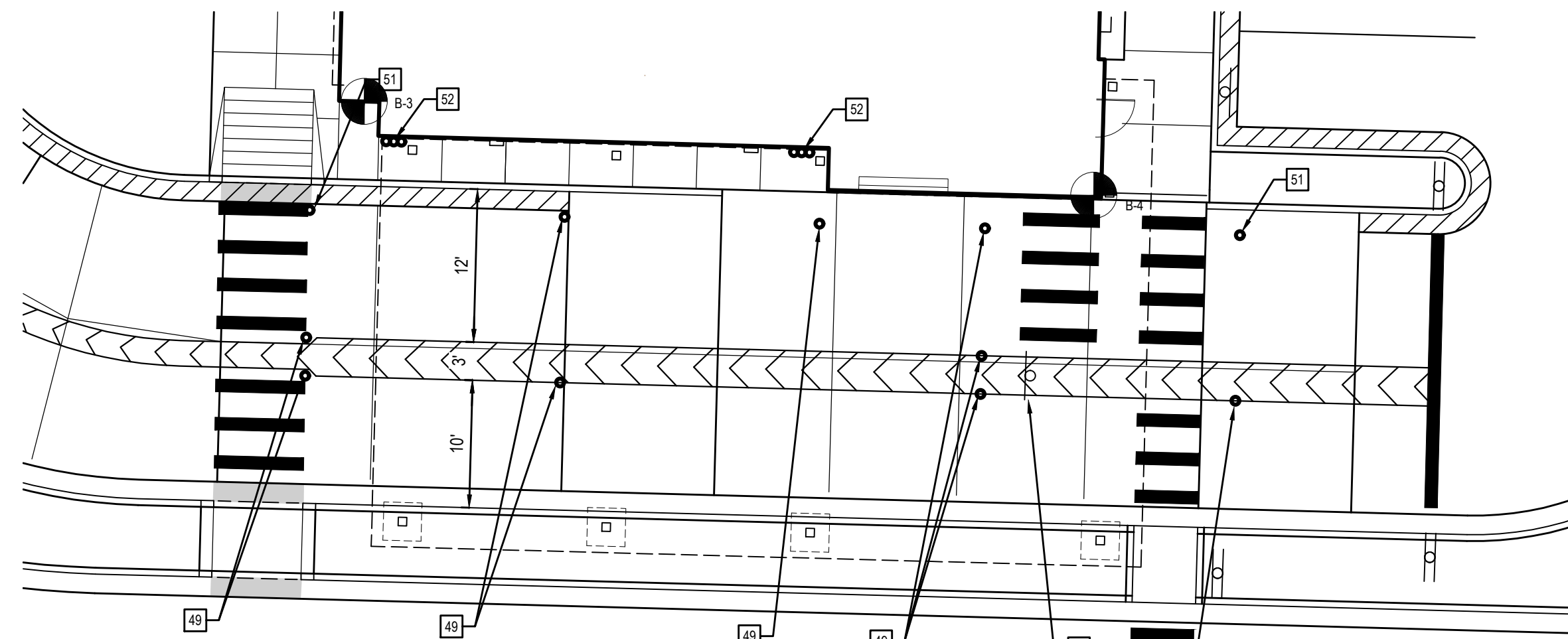
Below is our property Legal Description and an overall aerial map of the site and adjacent uses for your reference.

OVERALL PARCEL DESCRIPTION – PARCEL DESCRIPTION PER CLIENT REQUEST, NOT PART OF LAND TITLE SURVEY:
PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWN 27 NORTH, RANGE 11 WEST, MORE FULLY DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 21; THENCE ALONG THE NORTH-SOUTH 1/4 LINE S00°58'41"W 916.00 FEET TO THE POINT OF BEGINNING; THENCE S88°33'44"E 325.26 FEET (RECORDED AS 325.00 FEET); THENCE N00°20'16"E 90.05 FEET (RECORDED AS 90.00 FEET); THENCE S88°41'34"E 431.32 FEET; THENCE S00°58'09"W 252.78 FEET; THENCE S01°18'15"W 39.78 FEET; THENCE N88°29'32"W 755.41 FEET (RECORDED AS 755.44 FEET); THENCE ALONG THE NORTH-SOUTH 1/4 LINE N00°58'41"E 200.62 FEET TO THE POINT OF BEGINNING. CONTAINING 4.383 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



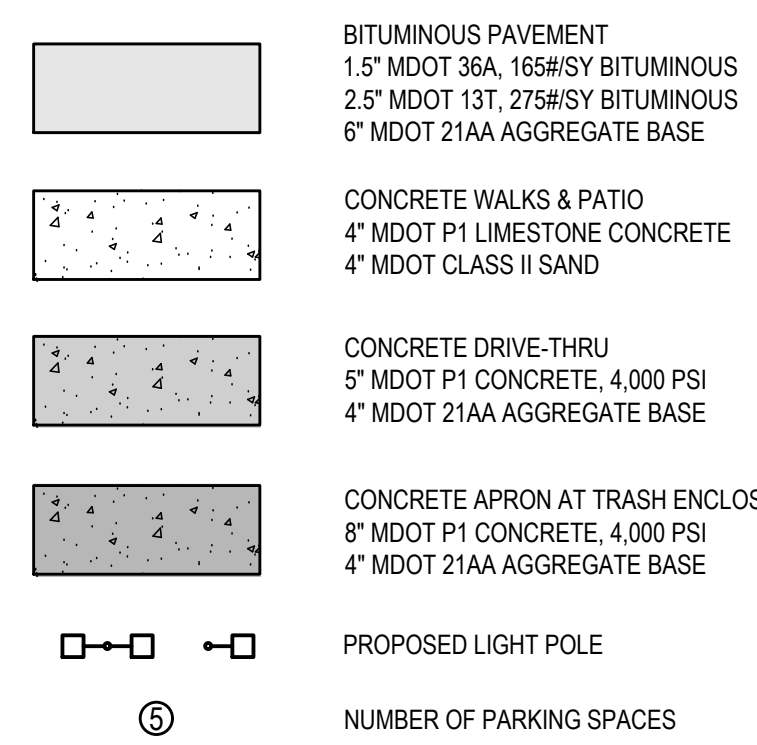


ORDER POINT DETAIL
1/4"=10'



MEAL DELIVERY DETAIL
1/4"=10'

PAVEMENT LEGEND

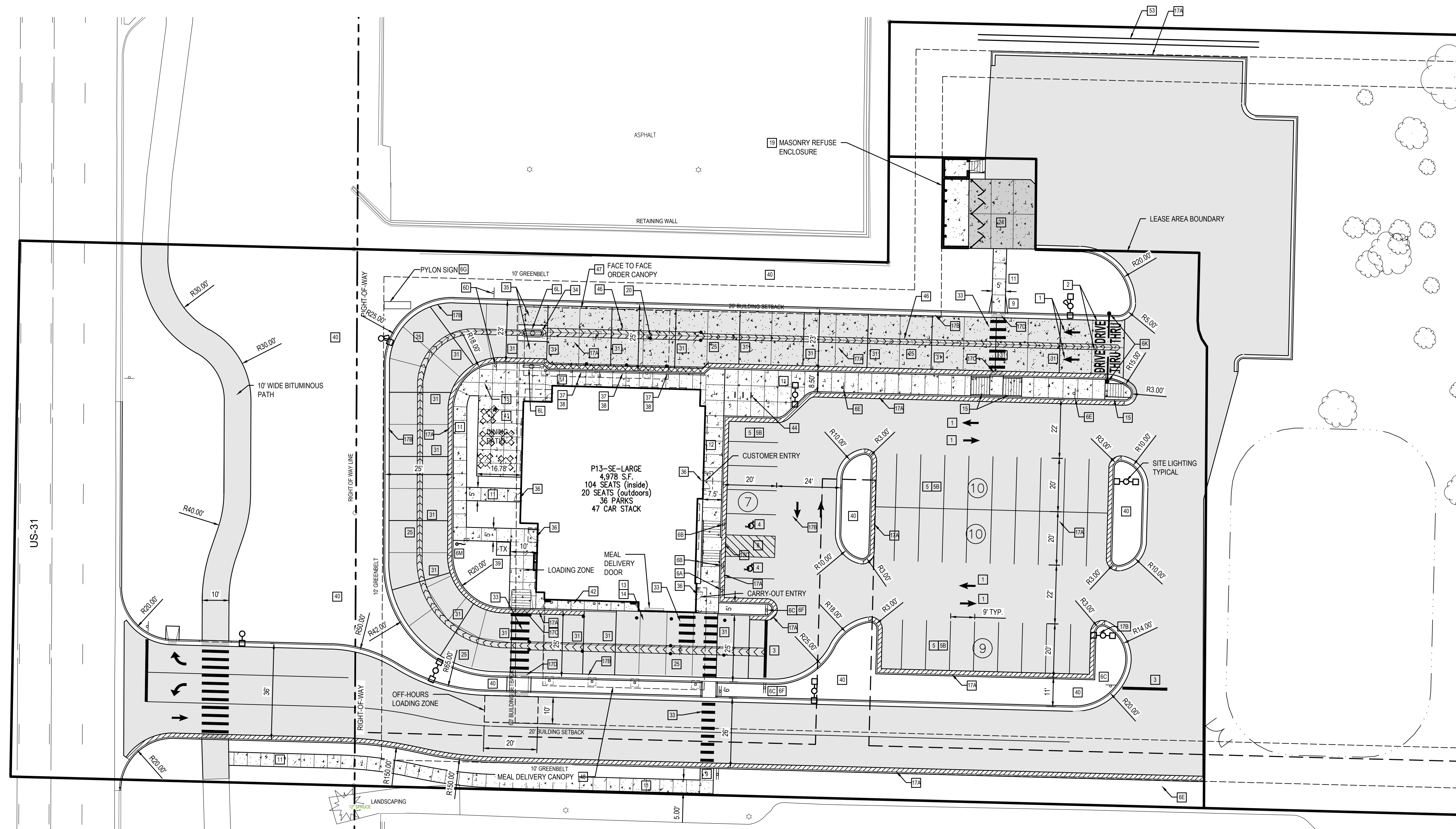


GENERAL SITE LAYOUT NOTES

1. ALL WORKMANSHIP AND MATERIALS SHALL BE ACCORDING TO THE CURRENT MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION.
2. CONTACT "811" THREE (3) DAYS PRIOR TO THE START OF CONSTRUCTION, EXCLUDING SATURDAYS, SUNDAYS, AND HOLIDAYS.
3. NO DIMENSION MAY BE SCALED. REFER UNCLEAR ITEMS TO THE ENGINEER FOR INTERPRETATION.
4. DIMENSIONS SHOWN ARE TO FACE OF CURB.
5. CONTRACTOR IS RESPONSIBLE FOR PAVEMENT STRIPING.
6. UPON REQUEST, ELECTRONIC INFORMATION WILL BE PROVIDED FOR SITE LAYOUT PURPOSES. CONTRACTOR SHALL REQUEST ALL INFORMATION IN WRITING THROUGH PROGRESSIVE AE. LAYOUT OF ALL NEW CONSTRUCTION SHALL BE DONE BY A LICENSED SURVEYOR.
7. ALL CONCRETE JOINTS SHALL BE TOOLED PER SPECIFICATIONS.
8. CONTRACTOR MUST RESTORE AND REPAIR ANY EXISTING CONDITIONS DISTURBED BY CONSTRUCTION, INCLUDING BURIED UTILITIES, LIGHTING, LANDSCAPING, SPRINKLING, ETC., TO CONDITION EQUAL TO OR BETTER THAN BEFORE CONSTRUCTION BEGAN.
9. ALL PAVEMENT, CURB & GUTTER, SIDEWALK AND UTILITIES WITHIN PUBLIC RIGHT OF WAY SHALL MEET MDOT STANDARDS.

SITE PLAN DESIGN AND KEY NOTES:

- 1 DIRECTIONAL ARROW, DETAIL 1/C-9.0
- 2 DRIVE-THRU GRAPHICS, DETAIL 2/C-9.0
- 3 STOP LINE GRAPHIC, DETAIL 2/C-9.0
- 4 PAINTED HANDICAP PARKING SYMBOL, DETAIL 1/C-9.0
- 5 90 DEGREE PARKING STRIPING, DETAIL 3/C-9.0
- 5A 60 DEGREE PARKING STRIPING, DETAIL 3/C-9.0
- 5B 4" SOLID WHITE STRIPING
- 5C 4" SOLID YELLOW STRIPING
- REFER TO SIGNAGE PACKAGE BY CHANDLER SIGNS
- 6A "CATERING & CARRYOUT" SIGN, SEE SIGNAGE PACKAGE
- 6B ACCESSIBLE PARKING SIGN, SEE SIGNAGE PACKAGE
- 6C "STOP" SIGN, SEE SIGNAGE PACKAGE
- 6D "PEDESTRIAN CROSSWALK" SIGN, SEE SIGNAGE PACKAGE
- 6E "NO PARKING FIRE LANE" SIGN, SEE SIGNAGE PACKAGE
- 6F "DO NOT ENTER" SIGN, SEE SIGNAGE PACKAGE
- 6G CHICK-FIL-A MONUMENT SIGN, SEE SIGNAGE PACKAGE
- 6H "CAUTION LANES MERGE" SIGN, SEE SIGNAGE PACKAGE
- 6I CHICK-FIL-A "EXIT" SIGN, SEE SIGNAGE PACKAGE
- 6J CHICK-FIL-A "DRIVE THRU" SIGN, SEE SIGNAGE PACKAGE
- 6K CLEARANCE BAR, DETAIL 10/C-9.3 & SIGNAGE PACKAGE
- 6L MENU ORDER BOARDS, SEE SIGNAGE PACKAGE
- 6M FLAGPOLE, 50', SEE SIGNAGE PACKAGE
- 7 SIDEWALK ACCESSIBLE RAMP, DETAIL 3/C-9.1
- 8 CURB RAMP w/ FLARED SIDES, DETAIL 2/C-9.1
- 9 CURB RAMP w/ SHORT FLARED SIDES, DETAIL 1/C-9.1
- 11 TYPICAL CONCRETE SIDEWALK, 5' MIN., DETAIL 9/C-9.0
- 12 7' WIDE SIDEWALK w/ CURB & GUTTER, DETAIL 10/C-9.0
- 13 DRIVE THRU PLAN - FLUSH WITH FFE, DETAIL 2/C-9.3
- 14 DRIVE-THRU ISOMETRIC, DETAIL 9/C-9.3
- 15 RETURNED CURB ACCESSIBLE RAMP, DETAIL 5/C-9.1
- 16 OMITTED
- 17 24" CONCRETE CURB & GUTTER, DETAIL 11/C-9.0
- 17A SPILLING CURB SECTION
- 17B CATCHING CURB SECTION
- 17C DEPRESSED SPILLING CURB
- 17D DEPRESSED CATCHING CURB
- SEE SHEET C-3.0 AND C-3.1 FOR DETAILED ELEVATIONS
- 18 ROLLER/MOUNTABLE CURB, DETAIL 11/C-9.3
- 19 REFUSE ENCLOSURE - SEE ARCHITECTURAL
- 20 CONCRETE BOLLARD, DETAIL 5/C-9.2
- 21 TYPICAL HMAC PAVEMENT SECTION, DETAIL 3/C-9.2
- 21A PAVEMENT EDGE DETAIL, DETAIL 11/C-9.1
- 22 TRANSVERSE & LONGITUDINAL CONTRACTION JOINT, DETAIL 10/C-9.1
- 23 TRANSVERSE & LONGITUDINAL DOWELED CONSTRUCTION JOINT, DETAIL 7/C-9.1
- 24 HEAVY DUTY CONCRETE APRON AT TRASH ENCLOSURE, DETAIL 4/C-9.1
- 25 MEDIUM DUTY CONCRETE PAVING AT DRIVE THRU LANE, DETAIL 2/C-9.2
- 26 ADA RAMP, DETAIL 9/C-9.2
- 27 ALUMINUM HANDRAIL, DETAIL 6/C-9.2
- 28 CONCRETE CONTRACTION JOINT, DETAIL 9/C-9.1
- 29 CONCRETE KEYPED CONSTRUCTION JOINT, DETAIL 8/C-9.1
- 30 CONCRETE LONGITUDINAL BUTT JOINT, DETAIL 1/C-9.2
- 31 CONCRETE EXPANSION JOINT, DETAIL 6/C-9.1
- 32 MULTI-LANE DIRECTIONAL GRAPHICS, DETAIL 6/C-9.2
- 33 CROSSWALK DETAIL, DETAIL 7/C-9.2
- 34 DRIVE THRU ORDER POINT ISLAND CURB, DETAIL 7/C-9.3
- 35 MENU BOARD LOOP DETECTION SYSTEM, DETAIL 5 & 6/C-9.3
- 36 ENTRY DOOR FROST SLAB, DETAIL 1/C-9.3
- 37 PATIO SEPARATION RAILING
- 38 THICKENED SLAB EDGE AT RAILING CORE-DRILLS
- 39 CONCRETE TRANSFORMER PAD
- 40 LANDSCAPED AREA
- 41 OUTDOOR PATIO SPACE, SEE ARCHITECTURAL PLANS
- 42 CONCRETE STRIP BETWEEN BUILDING AND BACK OF CURB, 4" THICK
- 43 CONCRETE PAD FOR OPTIONAL CASH STATION
- 44 3 BIKE RACKS - 5 BIKE PARKING
- 45 CONCRETE DRAINAGE SPILLWAY, DETAIL 13/C-9.1
- 46 DRIVE-THRU LANE STRIPING (SEE CFA DESIGN NOTES #2020-037)
- 47 FACE-TO-FACE DRIVE-THRU CANOPY SYSTEM
- 48 MEAL DELIVERY CANOPY SYSTEM
- 49 SAFETY POST & MOUNT W/ MAGNETIC DELINEATOR BARE (CFA DESIGN NOTES #2020-037)
- 50 "TEAM MEMBER CROSSING" FLEX SIGN (CFA DESIGN NOTES #2020-037)
- 51 MDZ SIGN (CFA DESIGN NOTES #2020-037)
- 52 PROVIDE BASE PLATES FOR POST STAGING AREA (CFA DESIGN NOTES #2020-037)
- 53 RETAINING WALL, DETAIL 16/C-9.2



SITE LAYOUT PLAN
1"=20'



Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

progressive ae

1811 4 Mile Rd N.E., Grand Rapids, MI 49525
616 361 2664 OFFICE 616 361 1493 FAX
www.progressiveae.com

I HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED UNDER MY SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE, THEY COMPLY WITH ALL RULES, REGULATIONS AND ORDINANCES OF TRAVERSE CITY, MI RELATING TO STRUCTURES AND BUILDINGS.

CHICK-FIL-A
TRAVERSE CITY FSU
2700 US 31 SOUTH
TRAVERSE CITY, MI 49684

FSU# 04815

NO.	DATE	DESCRIPTION
1	07/09/21	ISSUED FOR CONSTRUCTION
2	08/04/21	STORM WATER COMMENTS

ISSUED FOR CONSTRUCTION

PROJECT NUMBER	77020027
PRINTED FOR	ISSUED FOR PERMITS
DATE	5/11/2021
DRAWN BY	DCM

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SHEET SITE LAYOUT PLAN

SHEET NUMBER
C-2.0



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I HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED UNDER MY SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE, THE SAME COMPLY WITH ALL RULES, REGULATIONS AND ORDINANCES OF TRAVERSER CITY, MI RELATING TO STRUCTURES AND BUILDINGS.



EARTHWORK & GRADING NOTES

1. EARTHWORK AND PAVEMENT CONSTRUCTION ARE TO BE PERFORMED IN ACCORDANCE WITH THE 2012 EDITION OF THE MDT STANDARD SPECIFICATIONS FOR CONSTRUCTION UNLESS OTHERWISE NOTED IN THE FOLLOWING ITEMS.
2. THE SUBGRADE SHALL BE THOROUGHLY PROOFROLLED USING THE EQUIVALENT OF A FULLY LOADED TANDEM AXLE TRUCK HAVING A MINIMUM AXLE WEIGHT OF 10 TONS. SOFT OR YIELDING AREAS THAT CANNOT BE MECHANICALLY STABILIZED SHOULD BE REMOVED AND REPLACED WITH ENGINEERED FILL.
3. PROOFROLLING SHALL BE PERFORMED UNDER THE OBSERVATION OF A GEOTECHNICAL/PAVEMENT ENGINEER.
4. FINISHED SUBGRADE SURFACE SHALL NOT BE MORE THAN 0.1 FEET ABOVE OR BELOW ESTABLISHED FINISHED SUBGRADE ELEVATIONS AND ALL GROUND SURFACES SHALL VARY UNIFORMLY BETWEEN INDICATED ELEVATIONS.
5. GRADE THE AGGREGATE BASE MATERIAL TO PROVIDE POSITIVE DRAINAGE.
6. THE AGGREGATE BASE AND SUBBASE SHALL EXTEND 12 INCHES BEYOND THE PAVED EDGE / BACK OF CURB.
7. THE EXISTING SANDY SOIL MAY BE UTILIZED AS ENGINEERED FILL PROVIDED ALL DELETERIOUS OR ORGANIC MATERIALS ARE REMOVED FROM THE SOILS AND IT IS APPROVED BY THE GEOTECHNICAL ENGINEER. ANY ON-SITE SOILS USED FOR ENGINEERED FILL SHALL BE EVALUATED BY A GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT.
8. ENGINEERED FILL LOCATED WITHIN PAVEMENT AND BUILDING AREAS SHALL BE PLACED IN 8 INCH MAXIMUM LOOSE THICKNESS AND MOISTURE CONDITIONED TO WITHIN 2 PERCENT OF OPTIMUM MOISTURE CONTENT. COMPACT TO MINIMUM OF 98 PERCENT OF THE MAXIMUM DRY DENSITY PER ASTM D698, STANDARD PROCTOR COMPACTION TEST.
9. ALL FILL OPERATIONS SHALL BE OBSERVED BY A QUALIFIED SOIL TECHNICIAN. A MINIMUM OF ONE COMPACTION TEST SHALL BE CONDUCTED PER 2,500 SFT AREA AT EACH LIFT. WITHIN TRENCH EXCAVATIONS, ONE TEST SHALL BE CONDUCTED FOR EACH 100 LINEAR FEET PER LIFT.
10. SIDE SLOPES SHALL NOT EXCEED 1 VERTICAL OVER 3 HORIZONTAL SLOPE.
11. PARKING LOT CURBS SHALL BE BUILT WITH REVERSE SLOPE ON THE DOWNHILL SIDE OF THE ISLAND TO ASSURE POSITIVE STORM WATER RUNOFF TO CATCH BASINS.
12. UNLESS SHOWN OTHERWISE, FINISH GRADES OF LANDSCAPE ADJACENT TO BUILDING WALLS SHALL BE 3" BELOW FINISH FLOOR ELEVATION.
13. PLACE 6" MINIMUM TOPSOIL IN ALL LANDSCAPE AREAS TO BE SEED. PROVIDE POSITIVE DRAINAGE AT ALL TIMES TO ENSURE NO STANDING WATER WITHIN PAVEMENT, BUILDING PAD, OR GREEN AREAS.

ADA NOTES

1. A MINIMUM OF ONE ACCESSIBLE ROUTE MUST BE PROVIDED FROM AN ACCESSIBLE ENTRANCE TO THE PUBLIC WAY WHERE FEASIBLE AND WHERE PUBLIC TRAVEL PATH EXISTS.
2. GENERAL DESIGN PARAMETERS OF THE ENTIRE ACCESSIBLE PATH ARE AS FOLLOWS (SEE STANDARD DETAILS FOR ADDITIONAL INFORMATION):
 - 2.1. RUNNING SLOPE OF PATH = 5% (1:20) OR LESS.
 - 2.2. CROSS-SLOPE OF PATH = 2.0% (1:50) OR LESS.
 - 2.3. RUNNING SLOPE OF RAMPS = 8.3% (1:12) OR LESS.
 - 2.4. SLOPE IN ALL DIRECTIONS OF ACCESSIBLE PARKING STALLS AND LOADING AREAS = 2.0% (1:50) OR LESS.
3. SEE SHEET C-3.1 FOR DETAILED SLOPE ELEVATIONS.

GRADING AND DRAINAGE LEGEND

TP	TOP OF PAVEMENT
TC	TOP OF CURB
TW	TOP OF WALL
BW	BOTTOM OF WALL
GR	GROUND
GP	GUTTER PAN
FF	FINISH FLOOR ELEVATION
EX	EXISTING ELEVATION
HP	HIGH POINT
LP	LOW POINT
L	LANDING
R	RAMP

---	EXISTING MAJOR CONTOUR - 5 FT. INTERVAL
---	EXISTING MINOR CONTOUR - 1 FT. INTERVAL
---	PROPOSED MAJOR CONTOUR - 5 FT. INTERVAL
---	PROPOSED MINOR CONTOUR - 1 FT. INTERVAL
---	PROPOSED STORM SEWER
---	PROPOSED 4" UNDERDRAIN

STORM SEWER NOTES

1. STORM SEWER PIPE 12" DIA. OR LARGER SHALL BE ASTM C-76 CL IV REINFORCED CONCRETE PIPE OR ASTM F2306, HIGH DENSITY POLYETHYLENE PIPE. STORM SEWER PIPE SMALLER THAN 12" SHALL BE SDR 35 PVC.
2. YARD DRAINS (YD) TO BE 12" SQUARE DRAINTech CATCH BASIN BY NDS WITH SQUARE POLYPROPYLENE GRATE OR APPROVED EQUAL.
3. CATCH BASINS (CB) TO BE 4' DIA. UNLESS NOTED OTHERWISE.
4. CONNECT ALL ROOF DRAINS TO PROVIDED STORM SEWER UNLESS OTHERWISE NOTED.
5. WATER QUALITY UNIT TO BE 6" DIAMETER DOWNSTREAM DEFENDER BY HYDRO INTERNATIONAL.
6. UNDERDRAIN TO BE INSTALLED AT ALL CATCH BASINS PER DETAIL ON SHEET C501.
7. ALL FLARED END SECTIONS TO BE CONCRETE UNLESS NOTED OTHERWISE.

CHICK-FIL-A
TRAVERSE CITY FSU
 2700 US 31 SOUTH
 TRAVERSE CITY, MI 49684

FSU# 04815

REVISION SCHEDULE

NO.	DATE	DESCRIPTION
1	07/09/21	ISSUED FOR CONSTRUCTION
2	08/04/21	STORM WATER COMMENTS

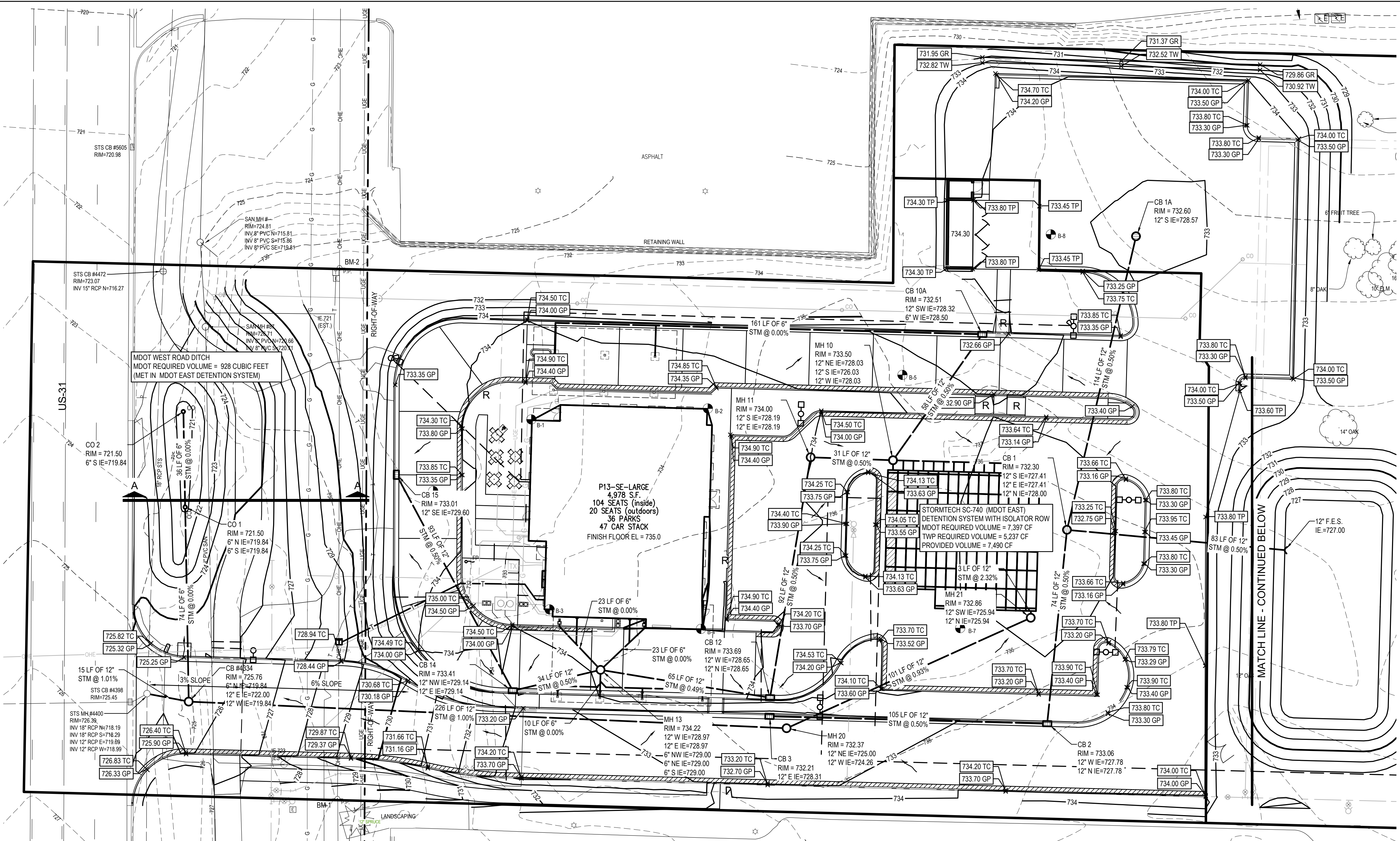
ISSUED FOR CONSTRUCTION

PROJECT NUMBER	77020027
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DRAWN BY	DCM

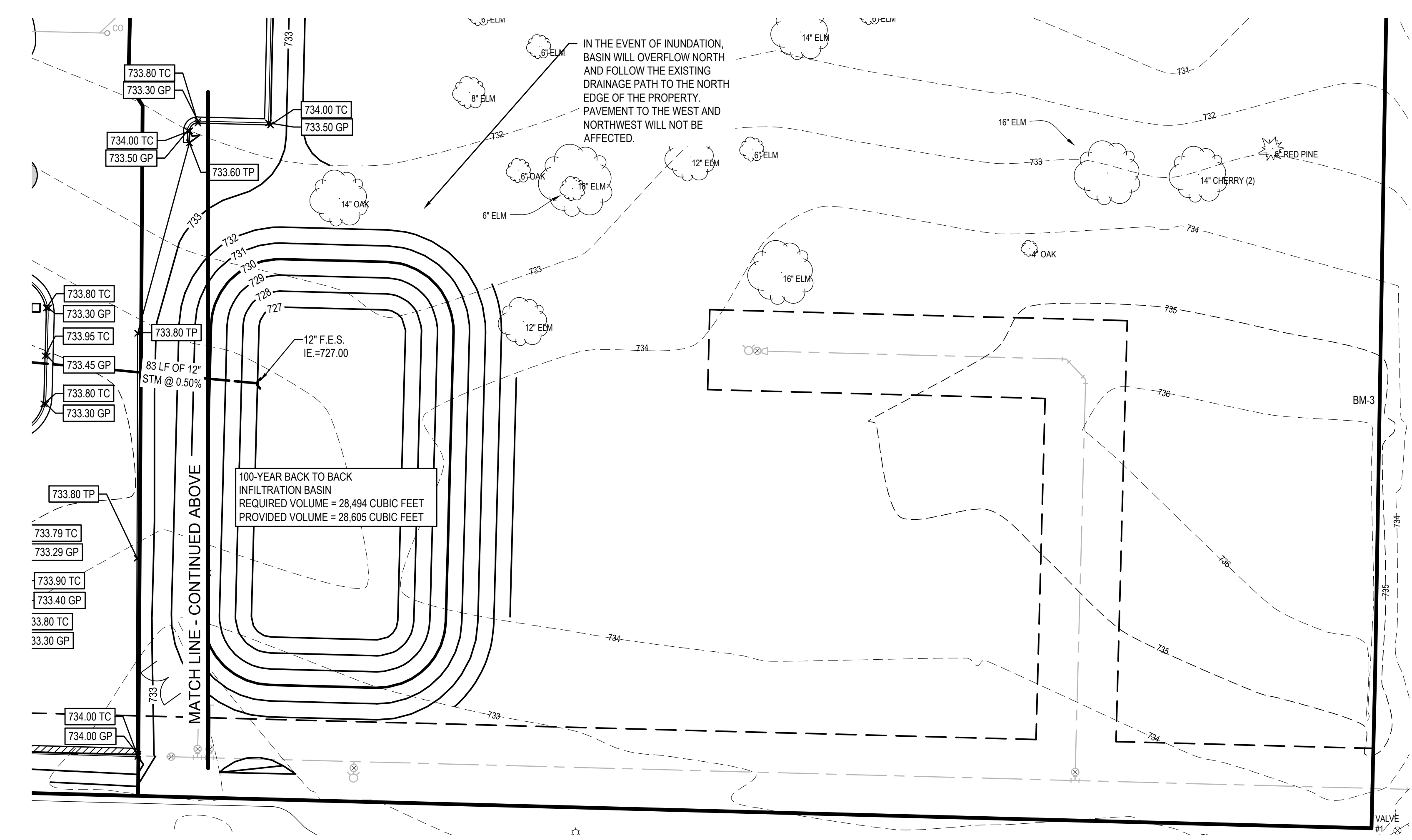
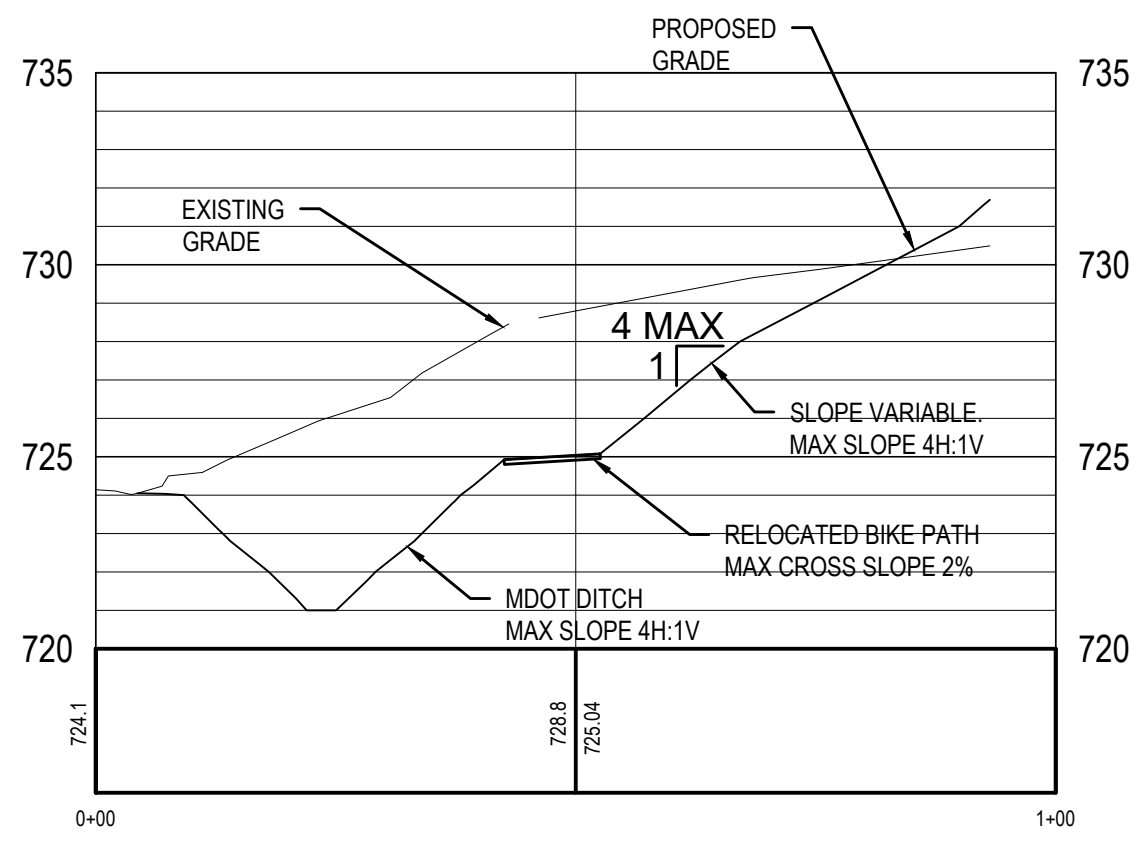
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SHEET
 SITE GRADING AND DRAINAGE PLAN
 SHEET NUMBER

C-3.0



SITE GRADING AND DRAINAGE PLAN
 1" = 20'



SITE GRADING AND DRAINAGE PLAN
 1" = 20'

P:\77020027\02\DWG\CADD\04815-01 SITE GRADING AND DRAINAGE PLAN.dwg (Sheet No. 04815) - Saved By: dcm, Monday, August 09, 2021 10:11 AM. Printed By: dcm, August 09, 2021 10:11 AM.

PLANT SCHEDULE

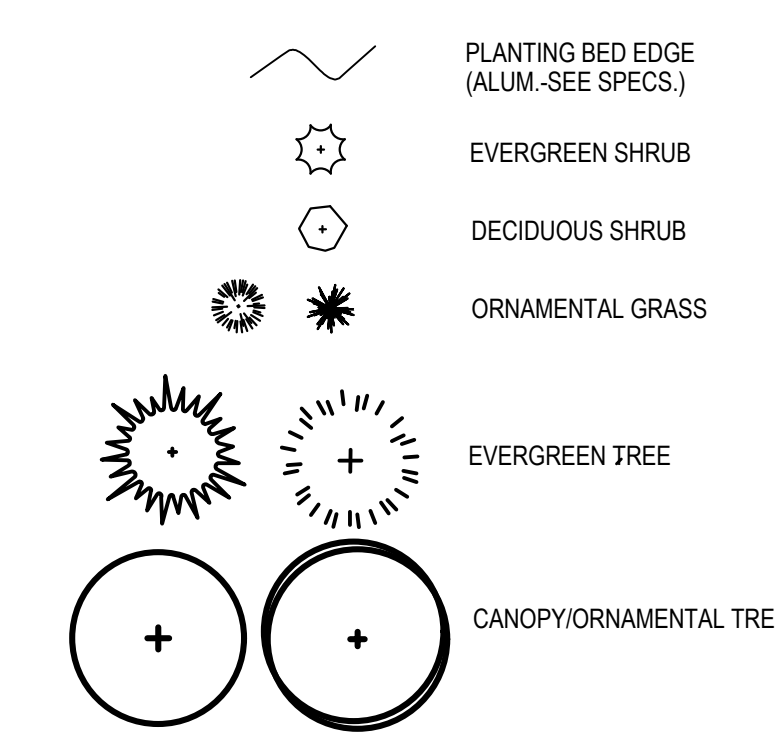
TREES	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	REMARKS
AS	8	ACER SACCHARINUM / SILVER MAPLE	B & B	2"		
BS	8	BETULA NIGRA 'STUDETIC' TM / TECUMSEH COMPACT RIVER BIRCH	B & B	2"		SINGLE STEM FORM
OV	10	OSTRYA VIRGINIANA / AMERICAN HOPHORNBEAM	B & B	2"		
PD	6	PICEA GLAUCA 'DENSATA' / BLACK HILLS SPRUCE	B & B		6-7 HT.	
ORNAMENTAL TREES	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	REMARKS
MC	6	MALUS X 'CORALBURST' / CORALBURST CRABAPPLE	B & B	1 1/2"		
SHRUBS	QTY	BOTANICAL / COMMON NAME	CONT	HT	REMARKS	
AL	52	ARONIA MELANOCARPA 'USONNAN165' TM / LOW SCAPE MOUND BLACK CHOKEBERRY	#1 CONT			
CD	10	CHAMAECYPARIS PISIFERA 'DOW WHITING' TM / SOFT SERVE SAWARA CYPRESS	#5 CONT			
CH	57	CLETHRA ALNIFOLIA 'HUMMINGBIRD' / HUMMINGBIRD SUMMERSWEET	#5 CONT			
CR	23	CLETHRA ALNIFOLIA 'RUBY SPICE' / RUBY SPICE CLETHRA	#5 CONT			
CF	15	CORNUS SERICEA 'FARROW' TM / ARCTIC FIRE RED TWIG DOGWOOD	#5 CONT			
HM	25	HYDRANGEA ARBORESCENS 'NCHA2' TM / INVINCIBELLE SPIRIT II HYDRANGEA	#5 CONT			
IF	7	ILEX VERTICILLATA 'FARROWMRP' TM / MR. POPPINS WINTERBERRY	#5 CONT			
IO	17	ILEX VERTICILLATA 'ROBERTA CASE' TM / BERRY HEAVY GOLD WINTERBERRY	#5 CONT			
JB	46	JUNIPERUS HORIZONTALIS 'BLUE RUG' / BLUE RUG JUNIPER	#5 CONT			
R3	13	ROSA X 'RADTKO' / DOUBLE KNOCK OUT RED ROSE	#5 CONT			
SL	46	SCHIZACHYRIUM SCOPARIUM / LITTLE BLUESTEM	#1 CONT			
ST	31	SPOROBOLUS HETEROLEPIS 'TARA' / PRAIRIE DROPSIED	#1 CONT			
TE	35	TAXUS X MEDIA 'EVERLOW' / EVERLOW YEW	#5 CONT			
VI	23	VIBURNUM DENTATUM DEAMII 'SMVDBL' TM / ALL THAT GLOWS VIBURNUM	#5 CONT			
VD	12	VIBURNUM DENTATUM DEAMII 'SMVDSL' TM / ALL THAT GLITTERS VIBURNUM	#5 CONT			
GROUND COVERS	QTY	BOTANICAL / COMMON NAME	CONT	HT	REMARKS	
CZ	57	COREOPSIS VERTICILLATA 'ZAGREB' / ZAGREB TICKSEED	#1 CONT		18" o.c.	
GP	342	GAULTHERIA PROCUMBENS / WINTERGREEN	3 1/4" FLAT		12" o.c.	
HG	44	HEMEROCALLIS X 'LITTLE GRAPETTE' / LITTLE GRAPETTE DAVILY	#1 CONT		18" o.c.	

LAWN SEED MIX

EGGS GREEN GROUNDS SEED MIX
 19.96% KELLY KENTUCKY BLUEGRASS
 19.94% BARON KENTUCKY BLUEGRASS
 19.91% SOX FAN PERENNIAL RYEGRASS
 19.82% EXACTA II GLSR PERENNIAL RYEGRASS
 19.73% JUMPSTART KENTUCKY BLUEGRASS
 BY ECO GREEN SUPPLY. SEED AT RATE OF 5 TO 7 LBS. PER 1,000 S.F. OR APPROVED EQUAL.

- GROUND COVER / PERENNIAL AREA
- ROCK MULCH, 1-2" NATIVE WASHED STONE
- ANNUAL FLOWER AREA (BY OWNER)
- BARK MULCH
- SOD LAWN

LANDSCAPE PLANTING LEGEND

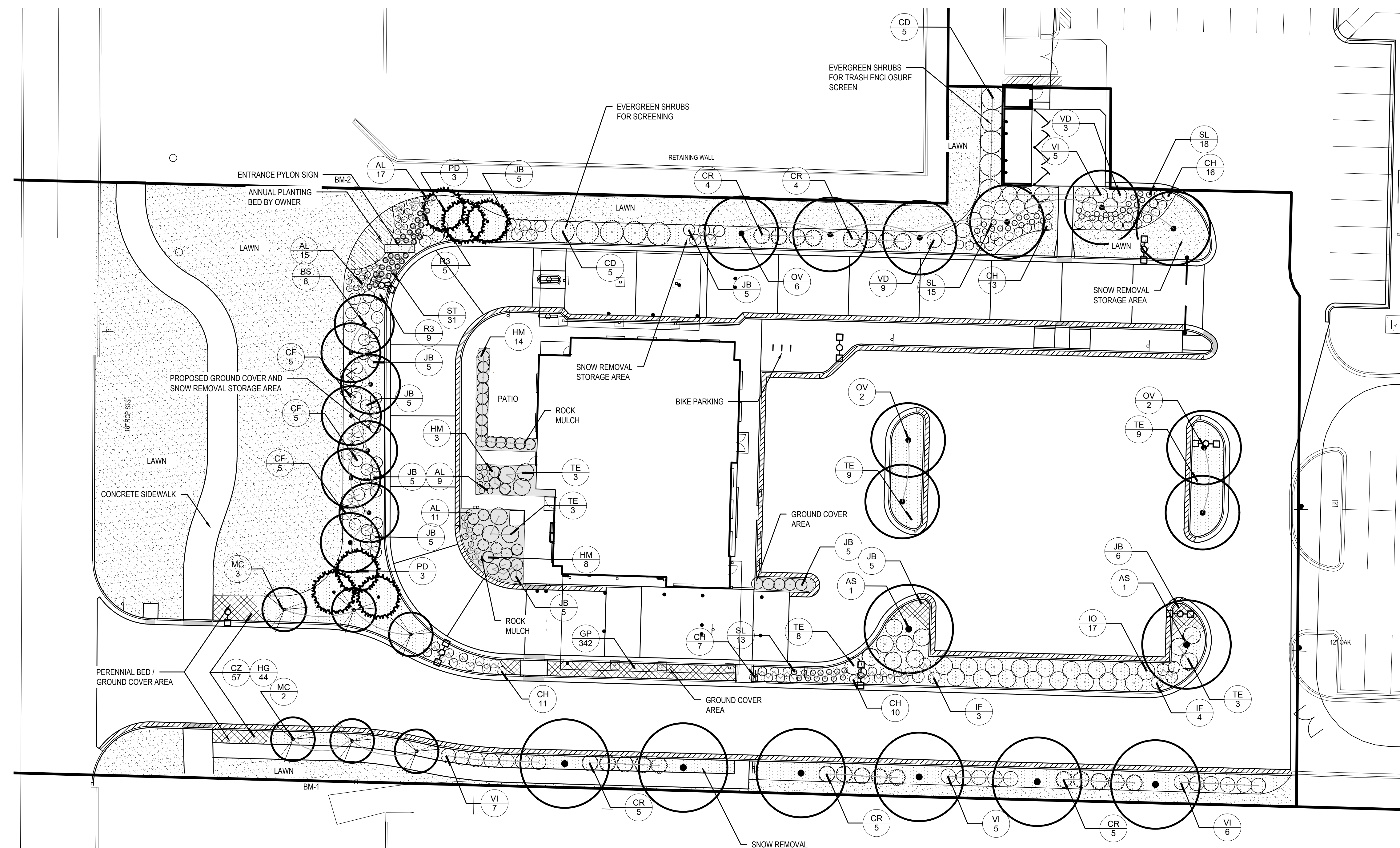


GENERAL LANDSCAPE NOTES

- CONTRACTOR RESPONSIBLE FOR UNDERSTANDING PROJECT CONDITIONS AND VERIFYING PLANT QUANTITIES. NOTIFY LANDSCAPE ARCHITECT OF ANY PLAN DISCREPANCIES.
- PLANT LOCATIONS TO BE STAKED IN THE FIELD FOR REVIEW AND APPROVAL BY OWNER. CONTRACTOR WILL BE RESPONSIBLE FOR VERIFYING ALL EXISTING UNDERGROUND UTILITIES. CONTACT THE APPROPRIATE UTILITY COMPANY FOR FIELD STAKING ALL LINES.
- ALL AREAS DISTURBED BY CONSTRUCTION TO BE TOPSOILED AND SEEDED UNLESS SHOWN OTHERWISE ON PLANS.
- CONTRACTOR TO CONTACT MICHIGAN 811 AT LEAST 3 WORKING DAYS PRIOR TO CONSTRUCTION, TO CONFIRM LOCATION OF EXISTING UTILITIES.
- CONTRACTOR TO COORDINATE PLANTING SCHEDULE WITH IRRIGATION CONTRACTOR.
- NOTIFY LANDSCAPE ARCHITECT IF AREAS OF POOR DRAINAGE OR OTHER UNUSUAL SUB-GRADE CONDITIONS ARE ENCOUNTERED DURING EXCAVATION FOR PLANTING PIT.
- CONTRACTOR SHALL PROVIDE SPECIFIED SHRUBS, GROUND COVERS AND OTHER PLANT MATERIALS THAT COMPLY WITH ALL RECOMMENDATIONS AND REQUIREMENTS OF ANSI Z60.1 "AMERICAN STANDARD FOR NURSERY STOCK - PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS STOCK, GROWN WITH GOOD HORTICULTURAL PRACTICE AND INSTALLED IN ACCORDANCE WITH METHODS ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
- ALL LANDSCAPED AREAS TO BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.

ZONING NOTES AND CALCULATIONS

- BUFFERING REQUIREMENTS**
- TYPE "C" BUFFER
 -PER 100' LF: 3 LARGE TREES, 3 SMALL TREES, 1 EVERGREEN
 EAST C BUFFER: BUFFER ALONG EAST PROPERTY LINE WAIVED DUE TO SHARED ACCESS WITH PROPOSED DEVELOPMENT. BUFFER TO BE IMPLEMENTED ON EASTERN PROPERTY LINE OF ADJACENT EASTERN PROPERTY.
 - TYPE "B" BUFFER ALONG COMMERCIAL ZONES
 -PER 100' LF: 2 LARGE TREES, 1 MEDIUM TREE, 4 SHRUBS
 -10' IN WIDTH WITH GROUND COVER
- NORTH B BUFFER: 285' LF
 REQUIRED: 6 L. TREES, 3 M. TREES, 11 SHRUBS
 PROPOSED: 6 L. TREES, 3 M. TREES 38 SHRUBS
- SOUTH B BUFFER: 318' LF
 REQUIRED: 6 L. TREES, 3 M. TREES, 13 SHRUBS
 PROPOSED: 6 L. TREES, 3 M. TREES 33 SHRUBS
- WEST D BUFFER: 164' LF
 REQUIRED: 8 L. TREES, 6 M. TREES, 6 EVERGREEN
 PROPOSED: 8 L. TREES, 6 M. TREES 6 EVERGREEN
- INTERIOR PARKING LANDSCAPE AREA
 10' OF AREA PER PARKING SPACE
- TOTAL PARKING SPACES: 36 SPACES
 REQUIRED AREA: 360FT²
 PROPOSED AREA: 781FT²
- CANOPY TREES: 2" CAL.
 EVERGREEN TREES: 6" HEIGHT
 ORNAMENTAL TREES: 1.5" CAL.
 SHRUBS: 5 GALLON



PLANTING PLAN
 1" = 20'



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 2700 US 31 SOUTH
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FSU# 04815

NO.	DATE	DESCRIPTION
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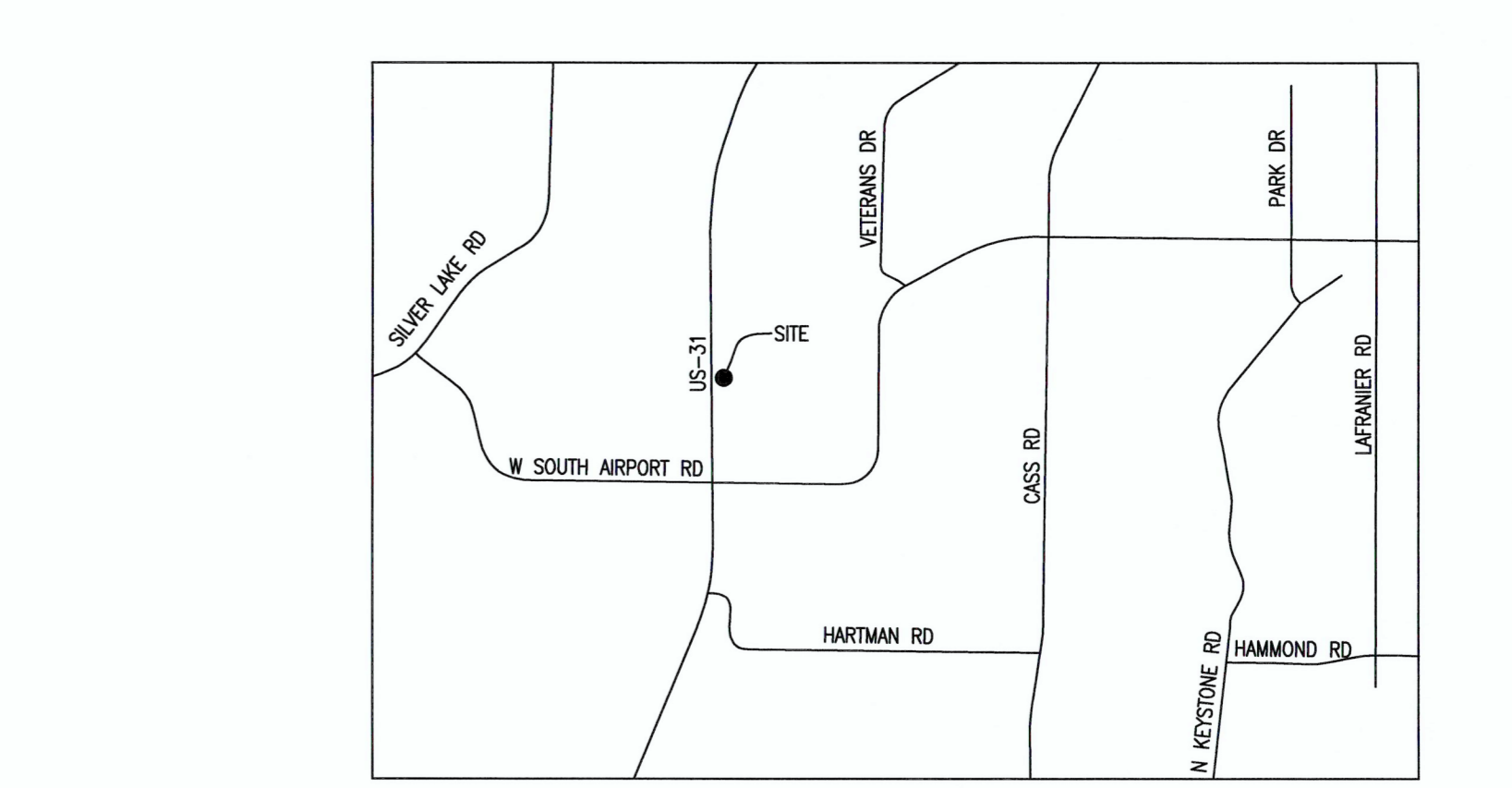
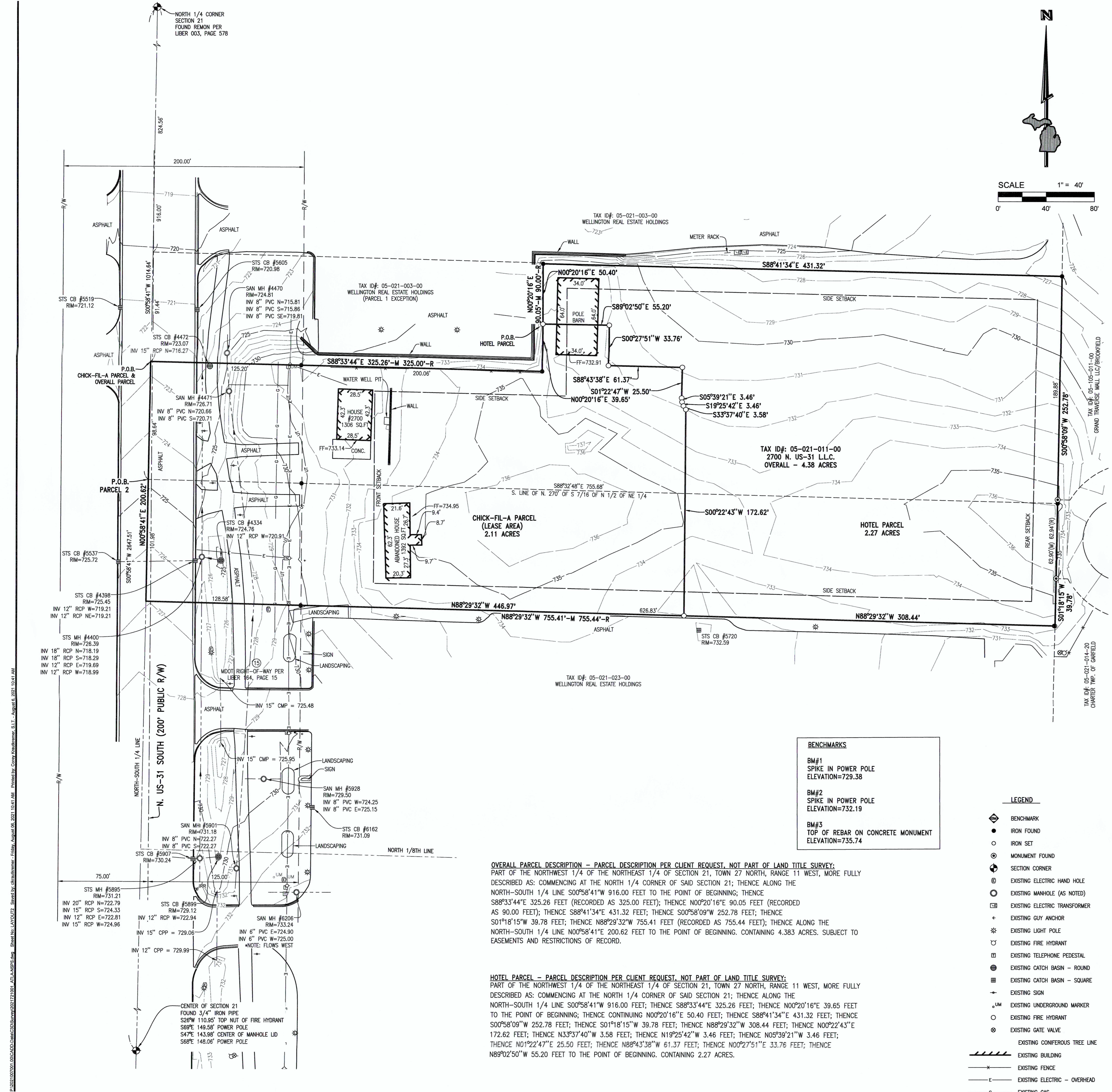
PROJECT NUMBER	77202027
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SHEET
 PLANTING PLAN

SHEET NUMBER
L-1.0

ISSUED FOR CONSTRUCTION



LEGAL DESCRIPTIONS PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT #281123894NTS, COMMITMENT DATE JULY 20, 2021:
 LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF GRAND TRAVERSE, TOWNSHIP OF GARFIELD.

LEASE AREA BOUNDARY DESCRIPTION
 PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWN 27 NORTH, RANGE 11 WEST, MORE FULLY DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 21; THENCE ALONG THE NORTH-SOUTH 1/4 LINE S00°58'41" W 916.00 FEET TO THE POINT OF BEGINNING; THENCE S88°33'44" E 325.26 FEET; THENCE N00°20'16" E 39.65 FEET; THENCE S89°02'50" E 55.20 FEET; THENCE S88°41'34" E 431.32 FEET; THENCE S00°58'09" W 252.78 FEET; THENCE S01°22'47" W 172.62 FEET; THENCE S05°39'21" E 3.46 FEET; THENCE S19°25'42" W 3.46 FEET; THENCE S33°37'40" E 3.58 FEET; THENCE S00°22'43" W 172.62 FEET; THENCE N88°29'32" W 446.97 FEET; THENCE ALONG THE NORTH-SOUTH 1/4 LINE N00°58'41" E 200.82 FEET TO THE POINT OF BEGINNING.

PROPOSED INSURED LEGAL DESCRIPTION:
 UNIT NO. 1, 2700 N US-31 CONDOMINIUM, ACCORDING TO THE MASTER DEED RECORDED IN INSTRUMENT NO. AND DESIGNATED AS GRAND TRAVERSE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. TOGETHER WITH RIGHTS IN GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SET FORTH IN THE ABOVE MASTER DEED AND AMENDMENTS THERETO AND AS DESCRIBED IN ACT 58 OF THE PUBLIC ACTS OF 1978, AND AMENDMENTS THERETO.
 TOGETHER WITH NONEXCLUSIVE APPURTENANT EASEMENTS AS SET FORTH IN THAT CERTAIN MASTER DEED RECORDED ON _____, 2021 IN INSTRUMENT NO. _____.

SCHEDULE B - PART II EXCEPTIONS PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT #281123894NTS, COMMITMENT DATE JULY 20, 2021:
 ITEMS 1-2, AND 4-10 ARE NOT A MATTER OF SURVEY.
 3. HIGHWAY EASEMENT RELEASE IN FAVOR OF THE STATE OF MICHIGAN AS EVIDENCED IN LIBER 164, PAGE 15. - PLOTTED.

TABLE A NOTES PERTAINING TO CHICAGO TITLE INSURANCE COMPANY COMMITMENT #281123894NTS, COMMITMENT DATE JULY 20, 2021:
 2. SITE ADDRESS: 2700 N. US-31 SOUTH, TRAVERSE CITY, MI 49686.
 3. ZONE X - OUTSIDE OF THE 0.2% ANNUAL FLOOD CHANCE FLOODPLAIN DETERMINED BY FEMA MAP NUMBER 26055C0207C EFFECTIVE DATE AUGUST 28, 2018.
 6. SITE IS ZONED C-G (GENERAL COMMERCIAL) SETBACKS:
 FRONT - 60 FEET (SPECIAL USE PERMIT)
 SIDE & REAR - TEN PERCENT (10%) OF THE LOT WIDTH AND DEPTH, RESPECTIVELY, BUT NEED NOT EXCEED TWENTY (20) FEET EACH AS PER PLANNER, PROVIDED THAT NO SETBACK SHALL BE LESS THAN TEN (10) FEET.

**ZONING INFORMATION WAS TAKEN FROM GARFIELD TOWNSHIP'S WEBSITE AND MAY OR MAY NOT BE CURRENT. NO ZONING LETTER WAS PROVIDED AS PER THE ALTA / NSPS TABLE "A" REQUIREMENTS.
 9. NO PARKING WAS OBSERVED DURING THE SURVEY.
 11. THE UTILITY INFORMATION SHOWN ON THIS SURVEY IS SHOWN BASED UPON A COMBINATION OF RECORD INFORMATION AND FIELD MEASUREMENTS. THE SURVEYOR DOES NOT GUARANTEE THAT ALL UNDERGROUND UTILITIES ARE SHOWN AND/OR POSITIONED PROPERLY ON THIS DRAWING DUE TO AMBIGUOUS PLANS AND RECORDS PROVIDED TO US. THE INFORMATION SHOWN ON THIS DRAWING IS INTENDED TO BE USED AS A GUIDE FOR POSSIBLE UNDERGROUND UTILITY CONFLICTS. IT IS THE RESPONSIBILITY OF OTHERS TO RESOLVE THE ACTUAL LOCATION OF ANY UNDERGROUND UTILITY THROUGH THE MISS DIG FIELD VERIFICATION SYSTEM PRIOR TO ANY SITE EXCAVATION. CALL 811 OR 800-482-7171.

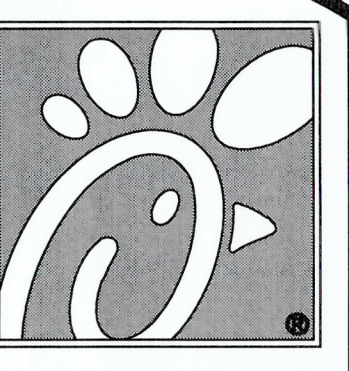
- (a) NAME: ATT
 ADDR: 54 N. MILL ST, 4TH FLOOR, PONTIAC, MI 48342
 PHONE: 248-456-8256
 EMAIL: LDZ154@ATT.COM
 CONTACT: LINDA DENNISUK
- (b) NAME: CONSUMERS ENERGY
 ADDRESS: 530 W WILLOW ST, LANSING, MI 48906
 PHONE: 517-374-2002
 EMAIL: MISSDIGDESIGNTICKETS@CMSENERGY.COM
 CONTACT: KURT GOLDING
- (c) NAME: CHARTER COMMUNICATIONS
 ADDRESS: 1392 TRADE CENTRE DR, TRAVERSE CITY, MI 49686
 PHONE: 810-247-3899
 EMAIL: PATRICK.DELISI@CHARTER.COM
 CONTACT: PATRICK DELISI
- (d) NAME: GRAND TRAVERSE COUNTY DPW
 ADDRESS: 2650 LAFRANIER RD, TRAVERSE CITY, MI 49686
 PHONE: 231-995-6039
 EMAIL: PUBWORKS@GRANDTRAVERSE.ORG
 CONTACT: DIANNE THOMPSON
- (e) NAME: DTE FAS DISTRIBUTION
 ADDRESS: NOT PROVIDED
 PHONE: 313-235-5111
 EMAIL: NOT PROVIDED
 CONTACT: BARBARA SAUNDERS
- (f) NAME: TRAVERSE CITY LIGHT AND POWER
 ADDRESS: 1131 HASTING ST, TRAVERSE CITY, MI 49686
 PHONE: 231-932-4575
 EMAIL: SMENHART@TCLP.ORG
 CONTACT: SCOTT MENHART

- 16. THERE WAS NO OBSERVED EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS DURING THE SURVEY.
- 17. THERE ARE NO KNOWN PROPOSED RIGHT OF WAY CHANGES OR EVIDENCE OF RECENT STREET CONSTRUCTION.
- 21. THERE WAS NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

GENERAL NOTES

- BEARINGS BASED ON TRUE NORTH BY GPS OBSERVATION. ELEVATIONS BASED ON NAVD88 DATUM.
- ALL MATTERS SHOWN ON RECORDED PLATS PROVIDED TO THE SURVEYOR ARE SHOWN ON THE SURVEY.
- THE LAND DESCRIBED IN THE SURVEY IS THE SAME AS THE LAND DESCRIBED IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO.281123894NTS WITH AN EFFECTIVE DATE OF SEPTEMBER 16, 2020.
- SUBJECT PROPERTY HAS DIRECT ACCESS TO THE PUBLIC RIGHT OF WAY OF N. US-31 SOUTH.
- EXISTING HOUSE AND POLE BARN ENROACH INTO THE CURRENT SETBACKS.

SURVEYOR'S CERTIFICATE:
 CHICAGO TITLE INSURANCE COMPANY, CHICK-FIL-A, INC., A GEORGIA CORPORATION, AND 2700 N. US-31 L.L.C.
 THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(b), 7(a)(1), 8, 9, 11, 13, 16, 17, 20 AND 21 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 05/06/2021.
 MICHAEL P. STOCKING, P.S. NO. 4001056368 DATE OF PLAT OR MAP: 08/06/2021




5200 Buffington Rd.
Atlanta Georgia,
30349-2998

Revisions:

Mark	Date	By
△		
△		
△		

Seal



VERSION: V2
 ISSUE DATE: 08-2021

Gosling Czubak
 Engineering sciences, Inc.
 1280 Business Park Dr.
 Traverse City, Michigan
 231-946-9191 phone
 info@goslingczubak.com
 www.goslingczubak.com

CIVIL ENGINEERING
 SURVEYING
 ENVIRONMENTAL SERVICES
 GEOTECHNICAL
 CONSTRUCTION SERVICES
 DRILLING
 LANDSCAPE ARCHITECTURE

STORE #4815
 TRAVERSE CITY FSU

US-31 SOUTH
 TRAVERSE CITY, MI


SHEET TITLE

ALTA/NSPS
 LAND TITLE
 SURVEY

Job No. : 7020027
 Store : 4815
 Date : 1.29.21
 Drawn By : CLK
 Checked By : MPS

Sheet

S1 of 1

 Charter Township of Garfield Planning Department Report No. 2021-114			
Prepared:	September 1, 2021	Pages:	5
Meeting:	September 8, 2021	Attachments:	<input checked="" type="checkbox"/>
Subject:	City of Traverse City LaFranier Water Reservoir – SUP Minor Amendment		
File No.	SUP 2017-02-A	Parcel No.	05-023-011-00
Applicant / Owner:	City of Traverse City		
Agent:	Arthur Krueger		

BACKGROUND:

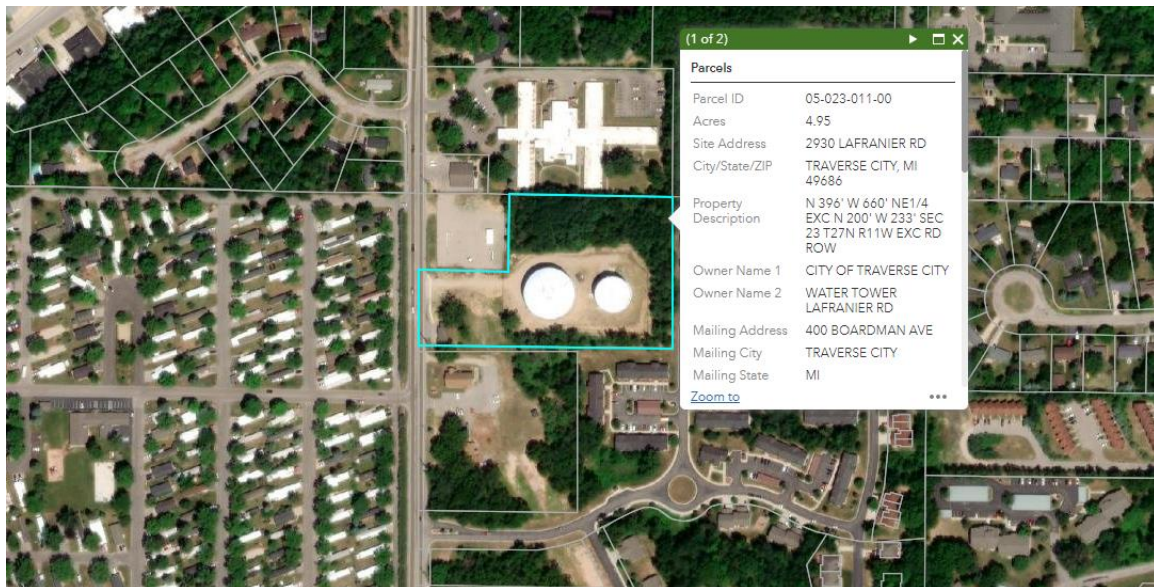
The City of Traverse City operates two water storage reservoir tanks on a parcel at 2930 LaFranier Road, with the first tank being installed in 1972. The City received Special Use Permit (SUP) approval in 2017 to add the second tank and to meet Township Zoning Ordinance requirements. Water reservoirs are treated as major essential service facilities, which are permitted by SUP in any zoning district. In addition to the water reservoirs, there is a booster station in the southwest corner of the site on a permanent easement which is owned by Garfield Township and operated by Grand Traverse County Department of Public Works.

Part of the landscaping for this site had been the then-existing landscaping on the DTE easement. As DTE has been working on upgrading their infrastructure, this landscaping has been removed. The landscaping was part of the approval for the SUP, so it was determined a Minor Amendment was needed to approve a new landscaping plan. Upon review, other issues with the project were discovered including the following:

- A Report and Decision Order (RDO) was not recorded at the County Register of Deeds.
- The sidewalks are not built to the property lines.
- The access drive into the site is gravel instead of paved.

SUBJECT PROPERTY:

The site is located on LaFranier Road south of the intersection with South Airport Road. The site is zoned as A-Agricultural and is 4.95 acres.



Aerial image of site, with north facing up (Source: ESRI)



Street view image of site, August 2018 (Source: Google Maps Street View)



Street view image of site, December 2020 (Source: Google Maps Street View)

PURPOSE OF APPLICATION:

The applicant proposes new landscaping for the affected areas of the site. The submitted landscaping plan shows that 30 new trees are proposed to be added. The remainder of the existing landscaping on the site is proposed to remain unchanged and no other changes are proposed.

MINOR AMENDMENT:

Following a determination that the review criteria of Section 423.G(4)(b) are met, the Planning Commission may authorize the following amendments to an approved development plan without a public hearing:

- (a) Changes to the timing or phasing of the proposed development, provided that the use and overall geographic land area remains the same and that required public improvements are not delayed.
- (b) Increases in total building height of greater than five (5) feet provided that maximum height regulations are complied with.
- (c) Any other proposed amendment which is determined by the Planning Commission to have no detrimental impact on any adjacent property and is not considered or classified a Major Amendment under Section 423(6) Major Amendments.

DETERMINATION:

A review of the criteria in Section 423.G(4)(b) offers the following findings:

- (i) *No previous amendments have been granted that, together with the proposed amendment, would exceed the standards of this section*

This is the first amendment to SUP-2017-02 which was originally approved on November 8, 2017. The proposed Minor Amendment does not exceed the standards of this section.

- (ii) *There will be no detrimental impact on any adjacent property caused by significant change in the appearance or use of the property or any other contributing factor*

The proposed project would only adjust landscaping on the site including by providing additional landscaping which was lost as DTE has upgraded their infrastructure. This project will not cause detrimental impacts on any adjacent property.

- (iii) *Nothing in the currently valid special use permit precludes or otherwise limits such expansion or enlargement*

The proposed project would only adjust landscaping on the site and does not include any expansion or enlargement of the water reservoirs, so this criterion does not apply.

- (iv) *The proposal conforms to this ordinance and is in keeping with the spirit and intent of the master plan; and*

The site is an existing major essential service facility, which are permitted by SUP in any zoning district. The master plan does not discuss this type of essential service facility specifically and the Future Land Use Map designation is High Density Residential. The proposed project conforms to the Zoning Ordinance and does not interfere with the spirit and intent of the Master Plan.

- (v) *The amendment proposes no increase in density*

This criterion does not apply to this project since there are no residential uses on this site.

STAFF COMMENTS:

The landscaping requirements for major essential services are the same for any adjacent land use and are described by the following:

- Type “D” Buffer – Ground cover as specified in Section 530.J, plus four large trees, three medium or small trees, and three evergreen or coniferous trees per 100 linear feet of greenspace area, and a minimum width of 20 feet.

There is extensive existing landscaping along the northern, southern, and eastern property lines which was unaffected by DTE upgrading their gas lines and provides general screening for surrounding sites. The site has about 200 feet of frontage which necessitates 8 large trees, 6 medium or small trees, and 6 evergreen or coniferous trees. The landscaping plan includes 30 trees with 8 different species, in different parts of the front yard both near the road and closer to the water reservoirs, and including the following:

Tree	# Proposed	Class (from Twp. Recommended Planting Guidelines)
Basswood	4	Large > 40'
White Oak	5	Large > 40'
Dotted Hawthorn	4	Small < 30'
American Hornbeam	4	Not listed
Red Maple	4	Large > 40'
Black Spruce	3	Medium 30' – 40'
Jack Pine	3	Large > 40'
Balsam Fir	3	Large > 40'

All but one of these species is listed in the Recommended Planting Guidelines for Garfield Township. Only the “American hornbeam” is not listed, but correspondence from the Grand Traverse Conservation District indicate no issues with this species.

There are 7 medium or small trees indicated in the table above and at least 6 evergreen or coniferous trees with the jack pine and balsam fir, along with the 13 large trees and 4 American Hornbeam. Based on the information provided, the landscaping standards have been met.

Section 512.5 of the Zoning Ordinance describes the standards for service drive design. Subsection c. states the “access drive shall be constructed of a hard surface such as asphalt, concrete, permeable pavement or pavers, or similar materials approved by the Township, but not including gravel.” The current access drive is gravel except for the concrete sidewalk. Paving the access drive should be a condition of approval of the SUP minor amendment.

Existing sidewalks do not extend to the property lines. To extend this sidewalk to the north, the applicant should coordinate with the adjacent property owner, DTE, to ensure the sidewalk will be installed in a way that can easily be extended further north. The sidewalk going to the south ends in the easement area for the booster station, and future extension of this sidewalk should be coordinated with the Township and Grand Traverse County Department of Public Works.

ACTION REQUESTED:

For this application for a Minor Amendment of an SUP, the Planning Commission is the final approval authority. Following an opportunity for applicant presentation and Planning Commission discussion, if the Commission is prepared to make their decision, the following separate motions in support of approval are offered for consideration:

THAT Findings of Fact for application SUP 2017-02-A, included in PD Report 2021-114 and forming part of this motion, BE APPROVED.

THAT application SUP 2017-02-A, submitted by the City of Traverse City for an amended landscaping plan for the parcel 05-023-011-00, BE APPROVED subject to the following conditions:

1. Additional sidewalk shall be constructed up to the north lot line.
2. The main entrance shall be paved with a hard surface material in accordance with Section 512.
3. The applicant shall record promptly the Report and Decision Order (RDO) and any amendment to such order with the Grand Traverse County Register of Deeds in the chain of title for each parcel or portion thereof to which the RDO pertains. A copy of each recorded document shall be filed with the Director of Planning within thirty (30) days of final approval by the Township or the approval shall be considered to have expired.

Any additional information the Planning Commission deems necessary should be added to this motion.

Attachments:

1. Application for Special Use Permit (SUP) Minor Amendment, dated August 17, 2021
2. Landscaping Plan, dated July 20, 2021



Charter Township of Garfield

Grand Traverse County

3848 VETERANS DRIVE
TRAVERSE CITY, MICHIGAN 49684
PH: (231) 941-1620 • FAX: (231) 941-1588

SPECIAL USE PERMIT (SUP) APPLICATION

ASSISTANCE

This application must be completed in full. An incomplete or improperly prepared application will not be accepted and will result in processing delays. Before submitting an application, it is recommended that you contact the Planning and/or Zoning Department to arrange an appointment to discuss your proposed application. Time is often saved by these preliminary discussions. For additional information or assistance in completing this development application, please contact the Planning Department at (231) 941-1620.

ACTION REQUESTED

New Special Use Permit
Major Amendment
Minor Amendment
Administrative Amendment

PROJECT / DEVELOPMENT NAME

APPLICANT INFORMATION

Name:
Address:
Phone Number:
Email:

AGENT INFORMATION

Name:
Address:
Phone Number:
Email:

OWNER INFORMATION

Name:
Address:
Phone Number:
Email:

CONTACT PERSON

Please select one person to be contact person for all correspondence and questions:

Applicant:

Agent:

Owner:

PROPERTY INFORMATION

Property Address:

Property Identification Number:

Legal Description:

Zoning District:

Master Plan Future Land Use Designation:

Area of Property (acres or square feet):

Existing Use(s):

Proposed Use(s):

PROJECT TIMELINE

Estimated Start Date:

Estimated Completion Date:

REQUIRED SUBMITTAL ITEMS

A complete application for a Special Use Permit consists of the following:

Application Form:

- One original signed application
- One digital copy of the application (PDF only)

Application Fee:

Fees are established by resolution of the Garfield Township Board and are set out in the current Fee Schedule as listed on the Planning Department page of the Township website (<http://www.garfield-twp.com>). Please make check out to Charter Township of Garfield.

Fee

Escrow Fee:

Additional fees may be required if a review by independent professional help is deemed necessary by the Township. If required, such additional fees must be placed in escrow by the applicant in accordance with the escrow policies of the Township and prior to any further processing of this application. Any unused escrow funds shall be returned to the applicant. Please complete an Escrow and Review (ER) Application form.

Site Development Plan:

- Ten complete stapled 11"x17" paper sets (Administrative Amendments require one copy)
- Two complete bound 24"x36" paper sets
- One digital set (PDF only)

Written Information:

Ten paper copies of the Approval Criteria (Administrative Amendments require one copy)

One digital copy of the Approval Criteria (PDF only)

Ten paper copies of the Impact Assessment (Administrative Amendments require one copy)

One digital copy of the Impact Assessment (PDF only)

Digital items to be delivered via email or USB flash drive

SUBMITTAL DEADLINE

Submittal deadlines are listed on the Planning Department page of the Township website (<http://www.garfield-twp.com>). Please note that the listed dates are the deadlines after which submittals will not be considered for the indicated meeting. Any errors or missing information on an application submitted at the deadline will result in a delay in the processing of the application. An earlier submittal is encouraged to avoid possible delays.

WAIVERS

Submittal Waiver:

At the discretion of the Director of Planning, a Site Development Plan may be waived in any of the following cases when it is determined that the submission would serve no useful purpose:

1. The erection or enlargement of an accessory structure;
2. The enlargement of a principal building by less than 20 percent of its existing gross floor area, provided such enlargement will not result in a requirement for additional off-street parking;
3. A change in principal use where such change would not result in an increase in impervious surface area, additional off-street parking, site access, other external site characteristics or a violation of this ordinance.

Data Waiver:

The Director of Planning may waive a particular element of information or data otherwise required for a Site Development Plan upon a finding that the information or data is not necessary to determine compliance with this ordinance or that such information or data would not bear on the decision of the approval authority.

SITE PLAN

Check that your site plan includes all required elements for a Site Development Plan (SDP). Please use the Required Site Plan Elements Checklist below.

APPROVAL CRITERIA

Indicate, on a separate sheet of paper, how the proposed special use will comply with, meet, or facilitate each of the following Approval Criteria from § 423.E of the Zoning Ordinance. The Planning Commission must determine that each of these criteria are satisfied in order to grant approval of a Special Use Permit. A special use is permitted only if the applicant demonstrates that: special use is permitted only if the applicant demonstrates that:

The proposed use will be consistent with the purpose and intent of the master plan and this ordinance, including all regulations of the applicable zoning district;

The proposed use will be designed, constructed, operated and maintained so as to be compatible, harmonious and appropriate with the existing or planned character and uses of the neighborhood, adjacent properties and the natural environment;

The proposed use will not be detrimental, hazardous or disturbing to existing or future adjacent uses or to the public welfare by reason of excessive traffic, noise, dust, gas, smoke, vibration, odor, glare, visual clutter, electrical or electromagnetic interference;

Potential adverse effects arising from the proposed use on the neighborhood and adjacent properties will be minimized through the provision of adequate parking, the placement of buildings, structures and entrances, as well as the provision and location of screening, fencing, landscaping, buffers or setbacks;

The proposed use will retain as many natural features of the property as practicable, particularly where the natural features assist in preserving the general character of the neighborhood;

Adequate public and private infrastructure and services such as streets, water and sewage facilities, drainage structures, police and fire protection, and schools, already exist or will be provided without excessive additional requirements at public cost;

The establishment, maintenance, or operation of the proposed use shall not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

The public interest and welfare supporting the proposed use shall be sufficient to outweigh individual interests that are adversely affected by the establishment of the proposed use;

Adequate measures shall be taken to provide ingress and egress so designed as to minimize traffic hazards and to minimize traffic congestion on the public roads;

Adequate measures shall be taken to provide vehicular and pedestrian traffic within the site, and in relation to streets and sidewalks servicing the site in a safe and convenient manner; and

The proposed use shall not impede the orderly development and improvement of surrounding property for uses permitted within the zoning district.

IMPACT ASSESSMENT

A written impact statement to include the following information:

A written illustrative description of the environmental characteristics of the site prior to development, i.e., topography, soils, vegetative cover, drainage, streams, creeks or ponds.

Types of uses and other man-made facilities.

The number of people to be housed, employed, visitors or patrons and vehicular and pedestrian traffic.

Phasing of the project including ultimate development proposals.

Natural features which will be retained, removed and/or modified including vegetation, drainage, hillsides, streams wetlands, woodlands, wildlife and water. The description of the areas to be changed shall include their effect on the site and adjacent properties. An aerial photo may be used to delineate the areas of change.

The method to be used to serve the development with water and sanitary sewer facilities.

The method to be used to control drainage on the site and from the site. This shall include runoff control during periods of construction.

If the public sewers are not available to the site, the Applicant shall submit a current approval from the Health Department or other responsible public agency indicating approval of plans for sewage treatment.

The method to be used to control any increase in effluent discharge to the air or any increase in noise level emanating from the site. Consideration of any nuisance that would be created within the site or external to the site whether by reason of dust, noise, fumes vibration, smoke or lights.

An indication of how the proposed use conforms with existing and potential development patterns and any adverse effects.

The proposed density in units per acre for residential developments.

Name(s) and address(es) of person(s) responsible for preparation of statement.

Description of measures to control soil erosion and sedimentation during grading and construction operations and until a permanent ground cover is established. Recommendations for such measures may be obtained from the County Soil Erosion and Sedimentation office.

Type, direction, and intensity of outside lighting.

General description of deed restrictions, if any.

ADDITIONAL INFORMATION

If applicable, provide the following further information:

	<u>Yes</u>	<u>No</u>	<u>Not Applicable</u>
A. <u>Sanitary Sewer Service</u>			
1. Does project require extension of public sewer line? If yes, has a Utility Agreement been prepared?			
2. Will a community wastewater system be installed? If yes, has a Utility Agreement been prepared? If yes, provide construction plans and specifications			
3. Will on-site disposal be used? If yes, is it depicted on plan?			
B. <u>Water Service</u>			
1. Does project require extension of public water main? If yes, has a Utility Agreement been prepared?			
2. Will a community water supply be installed? If yes, has a Utility Agreement been prepared? If yes, provide construction plans and specifications			
C. <u>Public utility easements required?</u> If yes, show on plan.			
D. <u>Stormwater Review/Soil Erosion</u>			
1. Soil Erosion Plans approved by Soil Erosion Office? If so, attach approval letter. If no, are alternate measures shown?			
2. Stormwater Plans approved by Township Engineer? If so, attach approval letter. If no, are alternate measures shown? Note: Alternate measures must be designed and sealed by a registered Engineer.			

E. Roads and Circulation

1. Are interior public streets proposed?
If yes, has Road Commission approved (attach letter)?
2. Will public streets connect to adjoining properties or future streets?
3. Are private roads or interior drives proposed?
4. Will private drives connect to adjoining properties service roads?
5. Has the Road Commission or MDOT approved curb cuts?
If yes, attach approved permit.

OTHER INFORMATION

If there is any other information that you think may be useful in the review of this application, please attach it to this application or explain it on a separate page.

REVIEW PROCESS

- Upon submittal of this application, Staff will review the materials submitted and will, within ten (10) working days, forward a determination of completeness to the applicant. If the submission is incomplete or noncompliant with the Zoning Ordinance, it will be returned to the applicant for revision. Once the submission is revised, Staff will again review it for completeness and again forward a determination to the applicant within ten (10) working days. This procedure shall be repeated until a complete submission is received.
- Once the application is deemed to be complete and submitted according to the application deadlines, it will be forwarded to the Planning Commission for review. The Planning Commission will determine if the application is complete and schedule a public hearing.
- Upon holding a public hearing, the Planning Commission may approve, approve with conditions, or deny the proposed special use.
- If approved or approved with conditions, the decision of the Planning Commission shall be incorporated into a written report and decision order.

PERMISSION TO ENTER SUBJECT PROPERTY

Permission is hereby granted to Garfield Township staff and Planning Commissioners to enter the premises subject to this application for the purposes of making inspections associated with this application, during normal and reasonable working hours.

Owner Signature:

Applicant Signature:

Agent Signature:

Date:

OWNER'S AUTHORIZATION

If the applicant is not the registered owner of the lands that is the subject of this application, the owner(s) must complete the authorization set out below.

I/We _____ authorize to make this application on my/our behalf and to provide any of my/our personal information necessary for the processing of this application. Moreover, this shall be your good and sufficient authorization for so doing.

Owner Signature:

Date:

AFFIDAVIT

The undersigned affirms that he/she or they is (are) the owner, or authorized agent of the owner, involved in the application and all of the information submitted in this application, including any supplemental information, is in all respects true and correct. The undersigned further acknowledges that willful misrepresentation of information will terminate this permit application and any permit associated with this document.

Owner Signature:

Date:

Applicant Signature:

Date:

Required Site Plan Elements Checklist (See § 956 of the Zoning Ordinance) Site Diagram (SD) / Administrative Site Plan (ASP) / Site Development Plan (SDP)	SD	ASP/ SDP
A. Basic Information		
1. Applicant's name, address, telephone number and signature		
2. Property owner's name, address, telephone number and signature		
3. Proof of property ownership		
4. Whether there are any options or liens on the property		
5. A signed and notarized statement from the owner of the property that the applicant has the right to act as the owner's agent		
6. The address and/or parcel number of the property, complete legal description and dimensions of the property, setback lines, gross and net acreages and frontage		
7. A vicinity map showing the area and road network surrounding the property		
8. Name, address and phone number of the preparer of the site plan		
9. Project title or name of the proposed development		
10. Statement of proposed use of land, project completion schedule, any proposed development phasing		
11. Land uses and zoning classification on the subject parcel and adjoining parcels		
12. Seal of the registered engineer, architect, landscape architect, surveyor, or planner who prepared the plan, as well as their name, address and telephone number		
B. Site Plan Information		
1. North arrow, scale, and date of original submittal and last revision		
2. Boundary dimensions of natural features		
3. Natural features such as woodlots, water bodies, wetlands, high risk erosion areas, slopes over twenty-five percent (25%), beach, drainage, and similar features		
4. Proposed alterations to topography and other natural features		
5. Existing topographic elevations at two-foot intervals except shown at five-foot intervals where slopes exceed 18%		
6. Soil erosion and sediment control measures as required by the Grand Traverse County Soil Erosion Department.		
7. The location, height and square footage of existing and proposed main and accessory buildings, and other existing structures		
8. Location and specifications for any existing or proposed (above or below ground) storage facilities for any chemicals, salts, flammable materials, or hazardous materials. Include any containment structures or clear zones required by county, state or federal government authorities		
9. Proposed finish floor and grade line elevations of any structures <i>*Required only for habitable construction within the floodplain on site diagrams and administrative site plans.</i>	*	
10. Existing and proposed driveways, including parking areas		
11. Neighboring driveways and other vehicular circulation features adjacent to the site		
12. A dimensional plan indicating the location, size and number of parking spaces of the on-site parking areas, and shared parking areas		
13. Identification and dimensions of service lanes and service parking, snow storage areas, loading and unloading and docks		
14. Proposed roads, access easements, sidewalks, bicycle paths, and other vehicular and pedestrian circulation features within and adjacent to the site		
15. Location and dimensions of curb cuts, acceleration, deceleration and passing lanes		
16. Location of neighboring structures that are close to the parcel line or pertinent to the proposal		
17. Location of water supply lines and/or wells		
18. Location of sanitary sewer lines and/or sanitary sewer disposal systems		
19. Location, specifications, and access to a water supply in the event of a fire emergency		
20. Sealed (2) stormwater plans including the location and design of storm sewers, retention or detention ponds, swales, wastewater lines, clean out locations, connection points and treatment systems		
21. A utility plan including the location of all other utilities on the site including but not limited to natural gas, electric, cable TV, telephone and steam		
22. A sign plan indicating the location, size and specifications of all signs and advertising features, including cross sections		
23. A lighting plan including exterior lighting locations with area of illumination illustrated by point values on a photometric plan, Kelvin rating, as well as the type of fixtures and shielding to be used		
24. Proposed location of any open spaces, landscaping and buffering features such as buffer areas, vegetation belts, fences, walls, trash receptacle screening, and other screening features with cross sections shown		
25. A Landscape plan and table identifying the species, size of landscape materials, and number proposed, compared to what is required by the Ordinance. All vegetation to be retained on site must also be indicated, as well as, its typical size by general location or range of sizes as appropriate		
26. Statements regarding the project impacts on existing infrastructure (including traffic capacity, schools, and existing utilities, and on the natural environment on and adjacent to the site)		
27. Changes or modifications required for any applicable regulatory agencies' approvals		

