

# AGENDA

Grand Haven Charter Township Planning Commission  
Monday, February 19, 2018 – 7:00 p.m.

- I. Call to Order
- II. Roll Call
- III. Pledge to the Flag
- IV. Approval of the February 5, 2018 Meeting Minutes, and the February 13, 2018 Joint Meeting Minutes with the City of Grand Haven
- V. Correspondence
  - Crockery Township – Notice of Intent to Create Sub-Area Plan for SW Quadrant
- VI. Brief Public Comments & Questions (Limited to 3 minutes)
- VII. Public Hearing
  - A. PUD – Commercial – Robbins Centre Pointe
- VIII. Old Business
  - A. PUD – Commercial – Robbins Centre Pointe
- IX. New Business
  - A. PUD – Mixed Use – Apartments at Robbins Road & Self Storage
- X. Reports
  - A. Attorney’s Report
  - B. Staff Report
  - C. Other
- XI. Extended Public Comments & Questions (Limited to 4 minutes)
- XII. Adjournment

**Note: Persons wishing to speak at public hearings, on agenda items, or extended comments, must fill out a “Speakers Form” located on the counter. Completed forms must be submitted to the Zoning Administrator prior to the meeting.**

MEETING MINUTES  
GRAND HAVEN CHARTER TOWNSHIP  
PLANNING COMMISSION  
FEBRUARY 5, 2018

I. CALL TO ORDER

Cousins called the meeting of the Grand Haven Charter Township Planning Commission to order at 7:00 p.m.

II. ROLL CALL

Members present: Taylor, Chalifoux, Reenders, Cousins, Wilson, Hesselsweet, and Wagenmaker

Members absent: LaMourie, Kieft

Also present: Community Development Director Fedewa, Attorney Bultje, and Assistant Zoning Administrator Hoisington

**Without objection**, Cousins instructed Fedewa to record the minutes.

III. PLEDGE TO THE FLAG

IV. APPROVAL OF MINUTES

**Without objection**, the minutes of the January 16, 2018 meeting were approved.

V. CORRESPONDENCE – None

VI. PUBLIC COMMENTS – None

VII. NEW BUSINESS

A. Platted Lot Division - Dwyer

Fedewa provided an overview through a memorandum dated January 31<sup>st</sup>.

The applicant, David Dwyer, Manager of Michigan Dublier LLC, owner of the property, was not present to answer questions.

The application was discussed by the Commissioners and focused on:

- Inquired if existing structures will remain after split.
  - Staff explained that the applicant has indicated that existing structures will be removed in order to eliminate non-conforming setbacks.

**Motion** by Wilson, supported by Taylor, to **conditionally approve** the Platted Lot Division for 15169 Mercury Drive with current Parcel No. 70-03-36-301-023, based on the application meeting the requirements and standards set forth by the Grand Haven Charter Township Subdivision Control Ordinance and Zoning Ordinance. Approval is conditioned upon:

1. Parcel B shall only have driveway access on Park Avenue. No driveways are permitted on Mercury Drive.

2. All residential dwellings shall connect to municipal water.
3. Existing structures shall be demolished within 1-year. Which motion carried unanimously.

B. Pre-Application Presentation – Planned Unit Development – Robbins Centre Pointe

Fedewa provided an overview through a memorandum dated February 1<sup>st</sup>.

Engineer Justin Longstreth, Architect Jim Ramey, and Developers Bill Bowling and Keith Walker were present and available to answer questions.

Justin Longstreth, Engineer from Moore & Bruggink, provided an in-depth review of the proposed development:

- Want to move as quickly as possible, developers hoping to break ground in spring and complete first building by end of the year.
- All existing buildings will be demolished.
  - Developer will be getting quotes for full demolition of site, and another that will address the existing tenants, which will result in a phased demolition.
- All infrastructure will be constructed in the first phase.
- Construction will be done in phases and are subject to market demand. However, the developers are motivated to build-out the project site.
- Stormwater disposition will be handled onsite through infiltration bio-swales, rain-gardens, and a storm sewer system to capture overflow from large events.
  - This will include water tolerant plantings with substantial root systems to maximize water uptake.
- Current driveway placement is requested to be maintained even though the main drive aisle to Robbins Road does not align with Walgreens.
  - Per Architect Ramey, the current design provides visual sight lines to all retailers and alignment would result in an unbuildable space where Building R is proposed.
- Agreeable to revising drive aisle south of Building S to a one-way movement to prevent vehicle conflicts for patrons utilizing the drive-thru.
- A preliminary traffic impact study has been issued, but the final traffic study has not yet been completed.

The proposed project was discussed by the Commissioners and focused on:

- Agreeable to the Site Plan Review proposal by staff to expedite future phases, but believes a time limit is required between phases.

- Requested an explanation of the construction and demolition timeline.
- Inquired about the impact on current tenants.
- Questions about stormwater in the case of a large storm event.
- Concerns regarding traffic flow both into and within the site.
  - Concern was raised that the proposed access point on Robbins Rd will create traffic conflict due to offset from existing Walgreens driveway.
    - Recommended alignment with existing drive and changing the drive on the east side of the proposed restaurant to one way to regain space.
  - Potential vehicle conflicts at rear of Building S due to two-way traffic maneuvering in and around a drive-thru and loading zone.
  - Want a shared driveway with Love Inc.
- At the request of staff, the Commission provided their verbal determination on the departure requests. It is noted for all departure requests the Planning Commission has only provided a verbal determination. No motions were made or adopted to recommend the Township Board approve or deny the project or departures. Furthermore, the Township Board is the body granted authority to formally approve, or deny the PUD and/or requested departures:
  - Requested Departure No. 1 – allow a total of 4 driveways.
    - Proposed driveways on Whittaker Way, and 172<sup>nd</sup> Avenue are acceptable. As well as the gas station driveway on Robbins Road.
    - There was not a consensus on the main driveway entrance on Robbins Road that does not align with Walgreens.
  - Requested Departure No. 2 – allow reduction in spacing standards for signalized non-trunkline street.
    - This is acceptable because the curb-cuts are existing, and without keeping those driveways certain areas of the project site would be unbuildable.
  - Requested Departure No. 3 – allow interior landscape islands to be 9-foot wide.
    - This is acceptable because it will maximize the parking on-site while still providing for visual and paving breaks.
  - Requested Departure No. 4 – allow certain areas of landscaping to be adjacent to building walls rather than abutting said walls.
    - This is acceptable because it will provide flexibility in placement of door openings, reduce the likelihood of trip hazards along the main walking path, allow pedestrians to circulate farther away from vehicular traffic,

and make snow removal easier. The planting areas consist of ornamental trees and shrubs to soften the visual appearance of the buildings from public roads.

- Requested Departure No. 5 – allow the main drive aisle on Robbins Road to be 27-feet in width.
  - This is acceptable because this increased width is along the main entrance from Robbins Road, which will provide additional space for the high traffic corridor, and will allow more space for passing vehicles and/or delivery trucks.
- Requested Departure No. 6 – allow certain native tree species to be planted in “clumps” and/or at a minimum caliper size of 2½” measured 6” above grade.
  - This is acceptable because it is the Township’s preference to plant native species, and these trees either grow better in “clumps” or are only available in the smaller caliper size

VIII. REPORTS

A. Attorney Report – None

B. Staff Report

- The next meeting will be a Joint Planning Commission meeting with the City and Township on Tuesday, February 13<sup>th</sup> at 6pm at City Hall to review the two projects on Robbins Road pursuant to the Joint Robbins Road Corridor Plan.

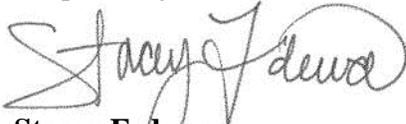
C. Other – None

IX. EXTENDED PUBLIC COMMENTS – None

X. ADJOURNMENT

**Without objection**, the meeting adjourned at 8:10 pm.

Respectfully submitted,



**Stacey Fedewa**  
Acting Recording Secretary



**A RECOGNIZED BICENTENNIAL COMMUNITY**

17431 112<sup>th</sup> Ave. P.O. Box 186 Nunica, MI 49448

Phone: (616) 837-6868 Fax: (616) 837-7838

[www.crockery-township.org](http://www.crockery-township.org)

February 6, 2018

Grand Haven Township Planning Commission  
13300 - 168th Street  
Grand Haven, MI 49417

Re: Crockery Township Sub Plan

Dear Grand Haven Township Planning Commission:

In accordance with Public Act 33 of 2008, we are providing notice that Crockery Township intends to proceed with a "Sub Plan" for the Southwest quadrant of the Township where, because of unique physical characteristics, more intensive planning is necessary. The Planning Commission invites your participation and comments concerning issues of mutual interest. In the future, the Township intends to make required submittals by referring to the Crockery Township website which is accessible to the public free of charge, [crockery-township.org](http://crockery-township.org). We appreciate your cooperation and comment.

Sincerely,

Mr. Jon C. Overway, Secretary  
Crockery Township Planning Commission



# Community Development Memo

DATE: February 16, 2018  
TO: Planning Commission  
FROM: Stacey Fedewa, Community Development Director  
RE: Commercial PUD – Robbins Centre Pointe – Presentation & Discussion

## BACKGROUND

In October 2015, Robbins Road Real Estate LLC purchased the 7-acres of land in the Township at 17200 Robbins Road (*i.e.*, the “VandenBerg property”) along with the small barbershop parcel, which is attached to one of the buildings at 17200. In early-January 2018, the developers signed a purchase agreement to buy the Pizza Hut property. Altogether, this has resulted in approximately 8-acres of land dedicated to the proposed development.

This property is subject to the Joint Robbins Road Corridor Plan between the City and Township. The Plan calls for a joint meeting between the two planning commissions for new development, which was held on February 13<sup>th</sup>.

The timeline for this development is important because part of the purchase agreement is to relocate Pizza Hut into the new multi-tenant retail building by December 31<sup>st</sup>. Failure to do so will result in stiff financial penalties of \$100,000 from the franchise. In order to meet that goal, the development team needs to break ground April 1<sup>st</sup>.

## PROPOSED PROJECT DESCRIPTION

### Phase 1

Phase 1 for this development was the gas station at the corner of Robbins Road and 172<sup>nd</sup> Avenue. This was approved as a Special Land Use in April 2017. Although it was approved under a separate application the developer is requesting it be included in the PUD for rezoning purposes and continuity.

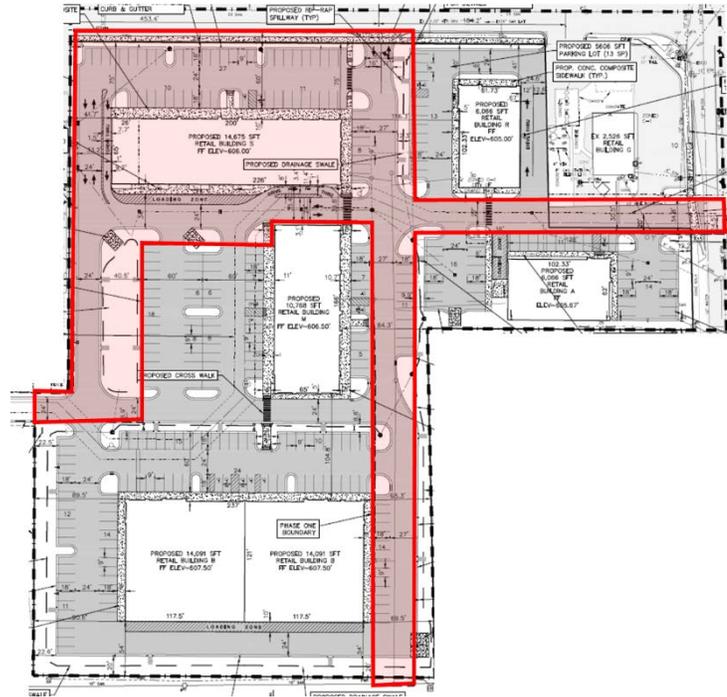


LOCATION MAP

## Phase 2

Phase 2 will consist of:

- The major portions of the underground work with utilities.
- Building the large swale for stormwater management via infiltration.
- Reconstructing the two main entrances.
- Closing the continuous curb-cut on Robbins Road.
- Constructing a nearly 15,000 sqft multi-tenant retail building, which would include Pizza Hut as an end-anchor.



## Future Phases

Development of future phases will depend on market demand to determine the order and sequencing of the remaining buildings:

- |                                |                    |            |
|--------------------------------|--------------------|------------|
| • Big box retailer             | 20,000 – 30,000 sf | Building B |
| • Automotive-related retailer  | 7,000 sf           | Building A |
| • Multi-tenant retail building | 11,000 sf          | Building M |
| • Restaurant – full service    | 7,000 sf           | Building R |

## PROPOSED PROCESS FOR FUTURE PHASES

Staff is proposing a unique way to address future phases for this development. Within the Motion and Report of Findings, the Township would indicate the overall project, design, and concept are approved; and future phases are only subject to Site Plan Review with the Planning Commission. This would be applicable, so long as they occur within 1-year of each other.

For example, to be eligible for the Site Plan Review route, the next phase would need to be presented prior to April 1, 2019. If the following phase was presented on 9/1/2019, the phase after that would have to be presented prior to 9/1/2020.

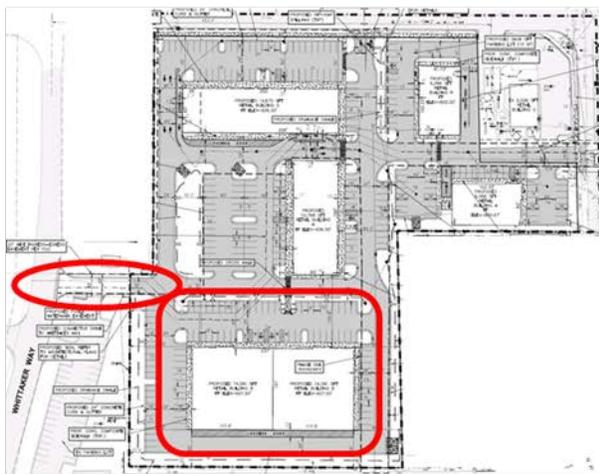
Following this procedure will provide a **51%-time savings** for the developer.

### Option's A vs. Option's B

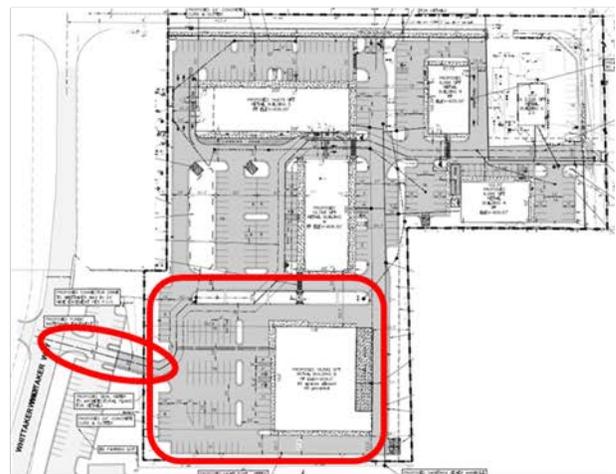
Another new concept being proposed by staff are site plan Option's A-1 & A-2, and Option's B-1 & B-2. The reason for this is predominately due to the uncertainty of which big box retailer will locate on the site, and if/when the access point to Whittaker Way can be revised.

There are two layouts for the building, and two layouts for the access connection. They are being proposed in each configuration (*please note these are using the 1/18/18 plan, and not 2/16/18*):

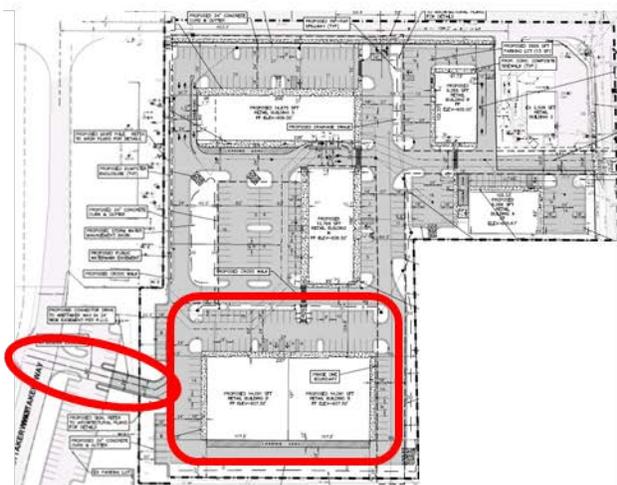
Option A-1



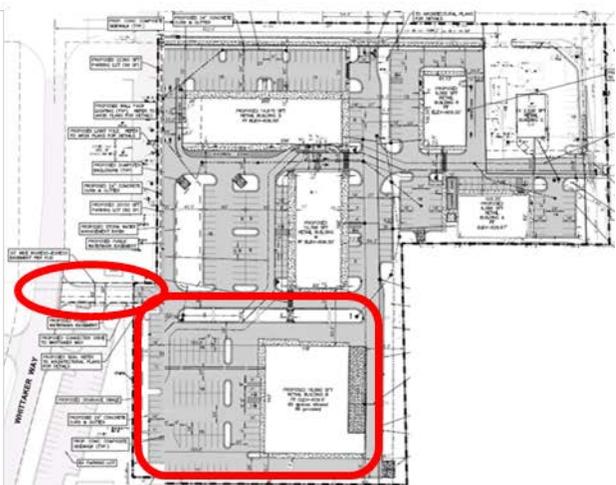
Option B-1



Option A-2



Option B-2



The desired version is Option A-1, which would include an amendment to the Health Pointe PUD to shift the point of access. For now, Health Pointe is only focused on getting their project operational. At a later date, they have indicated their willingness to discuss an access management adjustment. Option A-2 would keep the desired building layout, but keep the available access to Whittaker Way without having to pursue the amendment.

Option B-1 is the alternative layout for the big box retailer, and maintaining the available access to Whittaker Way. Option B-2 is the alternative building layout that includes the amended access to Whittaker Way.

Staff has reviewed all options and confirmed they comply with the zoning ordinance (*with the exceptions of the departures requested by the developer*).

Similar to the proposal for future phases, staff is recommending the Motion and Report of Findings would include an avenue for **staff to administratively approve a conversion to Option's A-2, B-1, or B-2** if that becomes necessary; and follow that up with an email to the Board and Planning Commission providing notification of the conversion.

**DEPARTURE REQUESTS**

As you recall, the Planning Commission discussed the requested departures at the February 5<sup>th</sup> meeting, with the verbal, and non-committed findings below.

Section	Requirement	Comments
15A.06.1 15A.06.2  <b>Recommend Approval, except Undecided on Placement of Main Drive on Robbins Rd</b> (see additional info below)	Only 1 driveway is permitted, but a second can be allowed if conditions A & B are met. <ul style="list-style-type: none"> <li>A – 660’ of frontage;</li> <li>B – additional driveways will not prevent compliance for other sites.</li> </ul>	4 driveways requested: 1 on Whittaker Way, 2 on Robbins Rd, and 1 on 172 <sup>nd</sup> Ave. Condition A – just shy of 660’; B – is met, other adjacent properties are in City. <ul style="list-style-type: none"> <li>Robbins Rd Sub-Area Plan calls for the closure of numerous curb-cuts. Current site has a continuous driveway the length of Robbins Rd.</li> <li>17.05.4.A allows the PC to approve additional driveways if it allows other uses within the PUD, or adjoining principal uses or existing lot.</li> </ul>
15A.06.7  <b>Recommend Approval</b>	Access point spacing standards based on a signalized non-trunkline street measured pavement edge to pavement edge. Requirement is 200’. <ul style="list-style-type: none"> <li>Easternmost driveway on Robbins Rd = 100’</li> <li>Main entrance on 172<sup>nd</sup> = 160’</li> </ul>	<ul style="list-style-type: none"> <li>Requesting to allow the gas station to maintain its existing driveway on Robbins Rd.</li> <li>Requesting to allow the existing driveway to remain in current location on 172<sup>nd</sup> Ave. This will act as a main entrance, and shifting further south will cause misalignment with adjacent driveways and potentially make Building A impossible to construct.</li> </ul>
15A.10.5	Minimum width for an interior landscape island = 18’	Requesting to allow a smaller landscape island in an effort to maximize the parking on

<p><b>Recommend Approval</b></p>		<p>site while still providing for visual and paving breaks.</p>
<p>15A.10.3 17.05.2.A.5</p> <p><b>Recommend Approval</b></p>	<p>Onsite landscaping must abut the walls to reduce the visual impact of the building mass.</p>	<p>Developer’s narrative says it best, “requesting departure from landscaping abutting walls of retail buildings in order to meet the functional needs of a retail use and allow for future <u>flexibility in placement of door openings</u> within a storefront, reduces the likelihood of <u>trip hazards</u> along the main walking path, allows <u>pedestrians to circulate farther away from vehicular traffic</u> and make snow removal easier. Landscaping around the perimeter of the building has been pulled back and consolidated in designated planting beds dispersed along the edge of the parking area at the front (north) elevation of Retail S but is still in close proximity and related to the architecture. The <u>planting areas will feature ornamental trees and shrubs to soften the visual appearance of the building from Robbins Rd.</u> The back (south) side of Retail S has landscaped pockets identified immediately adjacent to the building wall, coordinated with rear service doors as required. Plantings around future retail buildings on site will follow suit with a similar concept and meet the plant size and type requirements of the ordinance.”</p> <p>Staff notes—a similar multi-tenant retail building does not have landscaping that abuts the walls, and appears to use the landscape islands as a replacement as well.</p>
<p>24.04.2</p> <p><b>Recommend Approval</b></p>	<p>Maneuvering lanes shall be 24’ in width.</p>	<p>Requesting an allowance of 27’ for the main entrance off Robbins Rd to provide additional space for an anticipated high traffic corridor, allowing more space for passing vehicles and/or delivery trucks.</p>
<p>20.13.5.H*</p> <p><b>Recommend Approval</b></p>	<p>Minimum caliper size for an ornamental tree = 3”</p>	<ul style="list-style-type: none"> <li>• Developer is proposing to use native Michigan species. Per the landscape architect certain species are best to be planted as “clumps.” The final result would be several trees grown together in a “clump” that would total 3+-inch caliper.</li> <li>• Similarly, several native species can only be found in a 2½” size. <ul style="list-style-type: none"> <li>○ Staff is still waiting on a narrative from the landscape architect to</li> </ul> </li> </ul>

		provide justification for this departure request.
--	--	---

\*not included in developer’s request, but needs to be considered.

## TRAFFIC STUDY

The traffic study includes the following findings:

- Existing study area intersections currently operate at acceptable levels of service (LOS).
  - However, the southbound through movement at US-31 & Robbins Road is over capacity.
  - The “no build” scenario (*i.e., proposed project not built, and average growth and traffic continues to increase*), the LOS at this intersection would operate at E or F, which is not acceptable. To improve that LOS the following is recommended:
    - Increase cycle length from 70- to 90-seconds during the afternoon peak hour.
    - Adjust traffic signal timing splits during both the morning and afternoon peak hours.
- If the project is built to its full capacity the following improvements are warranted:
  - Robbins Road & Main Site Driveway (*these improvements are now shown on the site plan*)
    - Construct eastbound right-turn lane along Robbins Road
    - Construct separate left- and right-turn exit lanes
  - US-31 & Robbins Road (*MDOT has indicated they are unwilling to consider any improvements to this intersection until the site is built-out and actual traffic counts justify the improvements*).
    - Restriping of westbound approach to a shared through/right-turn lane, and a right-turn only lane.
    - Increase the cycle length to 90-seconds for the morning peak hour and optimize the splits/offsets (adjust cycle length at adjacent signalized crossover as well).
    - Increase the cycle length to 120-seconds for the afternoon peak hour and optimize the splits/offsets (adjust cycle length at adjacent signalized crossover as well).

## MAIN SITE DRIVEWAY ON ROBBINS ROAD & ALIGNMENT WITH WALGREENS

Below is the correspondence that staff and LaMourie have had recently. It contains Fedewa’s initial points in black text, LaMourie’s responses in **red text**, and Fedewa’s second responses in **blue text**. Rather than re-summarize the points, and counterpoints, the full conversation has been provided below for review:

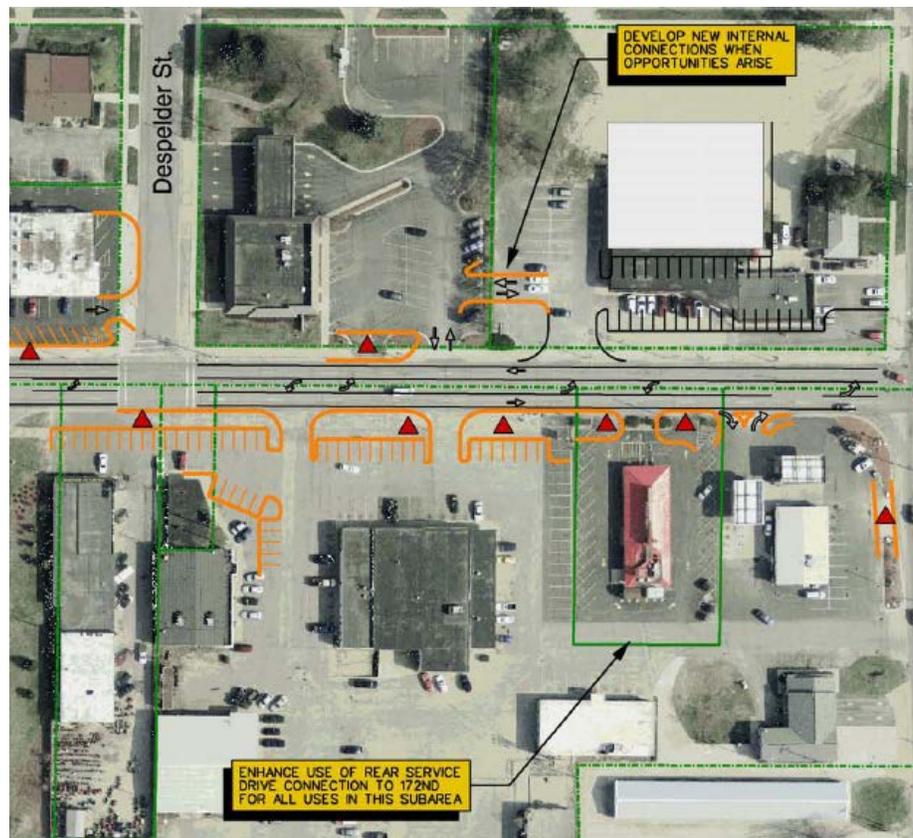
I am going to officially provide you with my staff recommendation—the site should be **recommended for approval as designed**. Reviewing the plans, the various designs attempted by the developer, the corridor plan, the traffic studies, the traffic crash data, etc. I fully support the developers design. I go into the specific details that I found compelling below, and this information will be provided in the staff memo in support of the project.

The corridor plan, which you will note is actually in support of the current design (see page 13 of the plan/page 17 of the document). It is important to note for this email the 150' offset requirement is found in the city's zoning ordinance, and was in place prior to the creation of this corridor plan. Thus, I would expect to see the access management plan conform to their zoning requirements that were in place at the time. Additionally, when the 425 Agreement is signed the City's zoning ordinance will not be utilized, so the only spacing requirements would be the standards determined by DPW. **Any retrofit access management plan has to take into account existing access conditions and make the best of it. So in these types of older commercial corridors, the goal is always to try and make the system better while recognizing that all spacing and other standards will not be met. Believe me, in all the AM plans we have done for MDOT and other entities for retrofit corridors (US-131 in Cadillac, US-31 in Manistee, M-72 in 3 communities, etc, etc) we didn't come close to meeting spacing standards, but the plans did reduce the number and/or realigned driveways at about a 30-40% rate. It appears this statement is supporting my position—they're not able to meet the spacing standard, but they're going from 10 driveways on public roads to 3, which is a 233% improvement.**

From my perspective, it appears Walgreens pre-determined their driveway locations and the access management plan was designed around Walgreens. In one section it describes the desire to realign Whittaker Way to enable all access points to have full turn movements (*i.e., eliminate the right-in/right-out*). But in another section it is showing another right-in/right-out at the gas station. **Walgreens was limited to the small amount of frontage that they had – this current site does not have that limitation. Disagree, Walgreens is over 2-acres and has 330-feet of frontage on Robbins Road. Minimally, they could have shifted that drive 25' to align with Pizza Hut. This 2-acre site has 3 driveways on public roads; the 8-acre site is only proposing 3 driveways on public roads.**

This plan is recommending a total of 3 full driveways plus the right-in/right-out along Robbins Road. This **developer is only proposing two access points** that are both full turn. **See above comment.**

What I find to be the most compelling part of this plan is the recommended driveway placement of the Pizza Hut site compared to Walgreens. It recommends a precise 50' offset to the east. It is my understanding



that driveways closer to an intersection are not desired, so the developers proposed driveway being 50' west of Walgreens is much better than what the corridor plan recommends. **Incorrect. At the time the corridor plan was completed we could not assume that all these properties could or would be combined, so the recommendations were predicated upon aligning, spacing, and combining driveways as best we could. And the type of offset shown, while not the best, is much better than the proposed offset – the main safety factor is inbound left-turn lock-up and the related impacts to the through lanes. That doesn't occur with the offset in the corridor plan. We agree on the concern for left-turn lock-up, but taking the other conditions into consideration the concern is minimal from my perspective. However, I struggle to understand how the corridor plan's offset is better than the proposed when they're exactly the same except one is east of Walgreens and the other is west.**

The second most compelling piece of information is the fact the City issued permits for the Walgreens driveway that did not align with any driveways on the south side, did not comply with the zoning ordinance, and does not comply with their basic offset requirements. **Their hands were tied. They required Walgreens to close one existing driveway to Robbins and maximize the distance of the remaining one as far from Ferris as possible – both sound access management principles. They could not deny Walgreens an access point to Robbins Rd, and there were too many driveways on the south side to meet any offset guidelines. Disagree, their hands were not tied. The City is obligated to issue a driveway permit to gain access to the site, but are not obligated to allow 3 driveways at whatever location Walgreens desired. Similarly, this site was also appeared to be a continuous curb-cut on Robbins Road, and the site was completely razed and had a clean slate to determine driveway locations. How can Walgreens not align driveways under the guise of “too many driveways on the south side to meet any offset guidelines” when this developer is in the same position that there are too many driveways on the north side to meet any offset guidelines. Walgreens had 3 driveways they could have aligned with, and did not. This developer has 3 driveways they could align with, and cannot. How are the situations any different at the time of their applications for driveway permits? Both developments appear to be in the exact same position with retrofitting sites and aligning driveways. Walgreens absolutely could have aligned driveways by shifting a mere 25' and did not. If we assume that the City cannot deny a driveway on Robbins Road, and this developer closes the gas station driveway, and the proposed main entrance on Robbins cannot meet the spacing standards or alignments—how is the situation any different than Walgreens?**

More compelling arguments include:

- The traffic study indicates the majority of traffic entering the site will be eastbound and **enter the site via a right-turn. Doesn't mean that the westbound lefts won't experience lock up issues. Agreed, but the concern is notably reduced based on that data.**
- This site could easily be divided and/or site condo'd to create numerous separate parcels resulting a far more difficult area to address for access management (*i.e., herding cats*) than simply working with one development group over one piece of property. **I agree, but doesn't change the issue at hand. But it does, because planning requires a person consider other impacts and scenarios that could occur based on the trajectory of decision-making. If the developer cancels the project, and divides the land up to sell to someone else, we will absolutely be in a worse position because far more driveways would be installed on Robbins Road, because as you say the City cannot deny a driveway on Robbins. This is a very real possibility that has to be taken into consideration. We should feel lucky that a developer bought the whole site and wants to keep it as one parcel and only have 2 driveways onto Robbins. It could be much worse.**
- Is it in the City and Township's best interest to require a fully redeveloped site to align and conform to the north side of the road, which does not conform to the corridor plan. Wouldn't it make more sense to approve this redevelopment that complies with the corridor plan, and when the north side redevelops someday, require them to align and conform to the subject-property? **Unfortunately the one site on the north side that will likely not change is Walgreens. Please understand that I am**

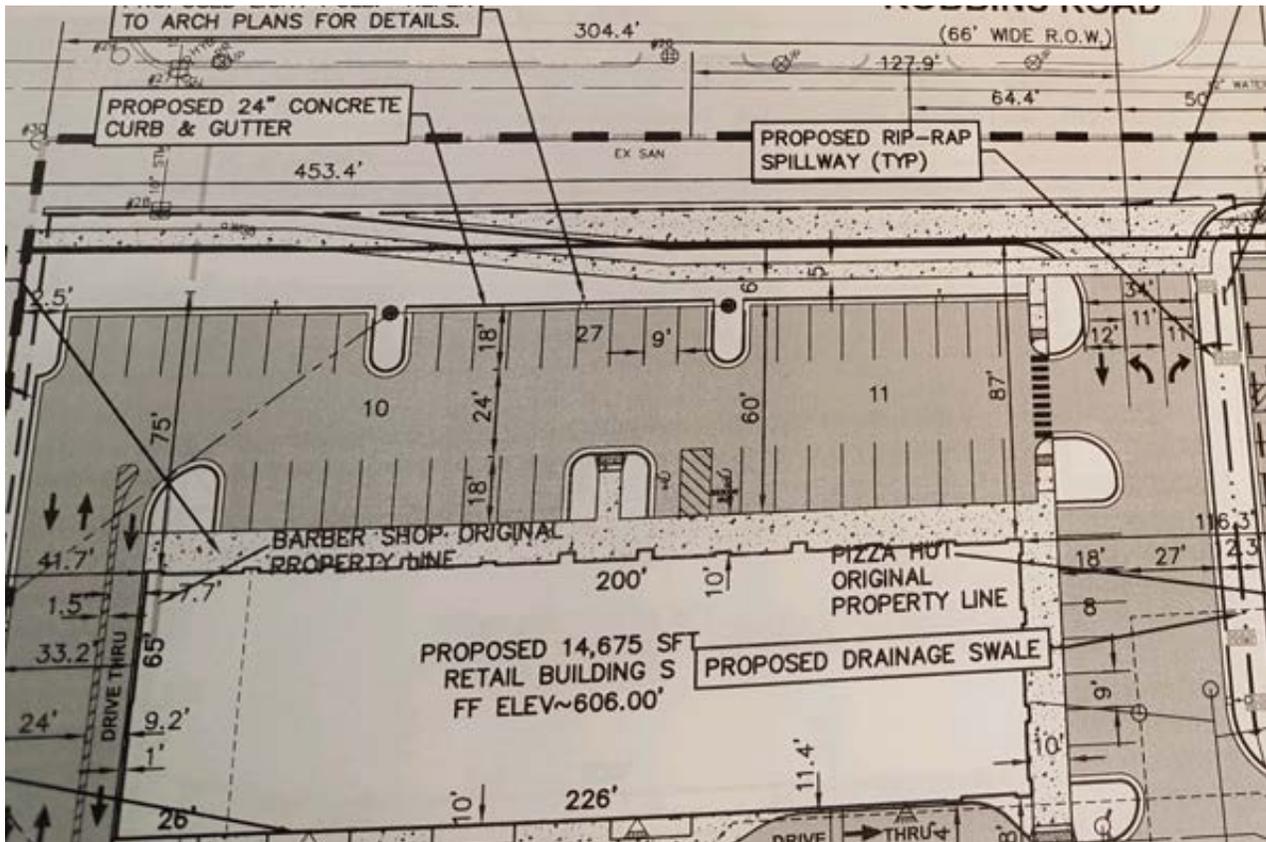
not suggesting aligning with Walgreens drive is the only solution. There are actually better arguments that the proposed driveway should be shifted to the west to align with the next north side driveway. Disagree, the same situation would be at hand if it aligned with the next driveway to the west, which is the inbound lane for the bank. The outbound lane would then be offset by only 66'. While mildly better than the 50' offset for Walgreens, it does not provide a substantially better solution that should require a developer to completely redesign a site that would still experience the same lock-up issues.

- I've also requested, and received, traffic crash data from the County Sheriff's office from 2015-2018, and anecdotally it appears the **restriping of the road has improved safety**. **Definitely – that was the expected and hoped for result. That is why many agencies/communities have completed 4-3 lane conversions (road diets). And also why we have to protect those safety gains by not undermining its efficiency.**
- Most importantly, we've reached the "walking a fine line" point with the developer, and the Township needs to determine where we are going to place priority. Without this driveway, and without keeping the general design of the site, this developer will absolutely walk away from this project. They will continue managing the site status quo and the Township will end up with a near permanent continuous curb cut with absolutely no access management. If approved, the site will be see remarkable improvement in every facet. While not perfect, it is astronomically better than the current site. **Different perspective I guess. As the old saw goes, I wish I had a nickel for every time I've heard in our client community meetings the same thing from a developer. And they may walk away. But do you really think this prime commercial site, one of the last few we have in the Twp for now, is going to lie in its current condition for long? I actually think the hodgepodge of buildings in this current design is very substandard, and I'd be reluctant to recommended approving it even if it wasn't for the access issue. Yes, I do believe this developer would cancel the project and maintain status quo. The management company that handles the site is local, and related to the developer. So everything is in place to keep status quo. Perhaps they would sell in the future, but do we want to take the risk the next purchaser would keep the 8-acres intact and not divide and create more driveways than the current proposal? I'm surprised to hear that you feel the current design is very substandard. You've been reviewing these plans for 2-3 months, including the access management proposal, and this is the first I've heard that you dislike the whole design.**

Sometimes, **good planning = reasonable compromise**, and that is the point we have reached. Do we want improvement, or status quo? I do hope you understand that I fully support your position and know that what you're recommending is right, but sometimes the best-laid plans of mice and men go awry. If we accept nothing less than the best, this plan will most certainly go awry. **Totally disagree – but that's what opinions are for!** 😊 I appreciate the opportunity for this healthy debate—there aren't many people in this world that can have these academic debates on such niche topics, so thank you! 😊

## 11<sup>th</sup> HOUR UPDATE – ROBBINS ROAD ENTRANCE

Late Friday afternoon, the development team, staff, and the City of Grand Haven met to discuss the driveway at hand. To facilitate the conversation, the developer revised the site plan to show the deceleration/right-turn lane into the project site; provided a 3-lane entrance; made the lane behind Building S a one-way; and added the shared access drive to the Love INC. property.



Based upon this meeting, the following update is offered:

- The City has forwarded the site plan and traffic study to their engineering firm asking for their opinion on circulation and safety. That response is expected within approximately 1-week.
- The long-term concern for the City is how to address if/when intersection improvements are needed at Robbins Road and US-31, and how those improvements will be funded.
  - There are many unknowns, which make it difficult to find a solution:
    - The “no build” study indicates signal improvements are warranted just based on status quo growth without any additional developments contributing more traffic.
    - Adding another lane will require MDOT and/or the City of Grand Haven to likely invoke eminent domain on the Burger King property. As if that isn’t difficult enough it comes with another set of difficulties:
      - The stormwater detention basin would be reduced and likely need a new system built.
      - All of the utilities will have to be relocated.
  - How does this project get funded?
    - Grants?
    - MDOT-only project?

- Special Assessment Districts (*likely would require the City and Township to coordinate the SAD because users in both jurisdictions are contributing to the traffic*)?
- Capital Improvements Plan?

The alignment with Walgreens, while not ideal, does not appear to be a deal-breaker for the City. If needed, the developer offered to install a “pork chop” at the entrance to forbid left-in turns to enter the site to eliminate the left-turn conflict concern that has been raised.

Ultimately, the **takeaway was positive**. As such, the developer is requesting to proceed forward with the current site plan dated 2/16/2018 with the understanding that if the driveway design is not supported by the City that it will require some back-tracking for the project.

## 425 AGREEMENT

The developer has proposed a 425 Agreement over this property. The basic summary of what the Agreement would entail are:

- The Township would be “annexing” land from the City.
  - All 8-acres (*comprised of 3 parcels*), would be combined into one new parcel number to prevent the need of providing fire rated walls and suppression systems within any building that abutted, or crossed-over a boundary line.
- The City millage rate would be assessed on all 8-acres of land.
- The Township would receive our millage rate out of the City’s rate, and the City would receive the balance.
  - For example, if the City’s rate is 12-mills, and the Township rate is 5-mills, the Township would receive the standard 5-mills and the City would receive the balance of 7-mills.
- The Township would provide all services except police, and the City would continue to have jurisdictional control over Robbins Road.
- It is for a period of 50-years.
  - It is assumed the City would want to renew the agreement upon its expiration because they would be receiving much more revenue under the 425 Agreement than they are currently.

The current draft of the 425 Agreement has been included in your packets for review. There are still legal descriptions and sketches that have to be included. That said, it is anticipated the final draft will be substantially similar.

## STAFF RECOMMENDATION

While it is unusual for staff to make a formal recommendation, one is going to be provided for this project because it will result in a substantial benefit and improvement to the Robbins Road Corridor, which has been desired for decades.

Staff recommends the Planning Commission **recommend the Township Board conditionally approve** the Robbins Centre Pointe PUD application.

## SAMPLE MOTIONS

If the Planning Commission finds the PUD meets the applicable standards, the following motion can be offered:

**Motion** to recommend the Township Board **conditionally approve** the Robbins Centre Pointe PUD application. This is based on the application meeting the requirements and standards set forth by the Grand Haven Charter Township Zoning Ordinance, Master Plan, and Joint Robbins Road Corridor Plan. The motion is subject to, and incorporates, the following report concerning the Planned Unit Development, including conditions of approval.

If the Planning Commission finds the PUD does not meet the applicable standards, the following motion can be offered:

**Motion** to direct staff to draft a formal motion and report, which will **deny** the Robbins Centre Pointe PUD application, with those discussion points which will be reflected in the meeting minutes. This will be reviewed and considered for adoption at the next meeting.

If the Planning Commission finds the applicant must make revisions to the PUD, the following motion can be offered:

**Motion** to **table** the Robbins Centre Pointe PUD, and direct the applicant to make the following revisions:

1. *List revisions.*

Please contact me if this raises questions.

## REPORT OF FINDINGS (TO BE USED WITH A MOTION FOR APPROVAL)

Pursuant to the provisions of the Grand Haven Charter Township (the “Township”) Zoning Ordinance (the “Zoning Ordinance”), the following report of the Grand Haven Charter Township Planning Commission (the “Planning Commission”) concerning an application by Robbins Centre Pointe, which is comprised of Robbins Road Real Estate LLC and Bowling Family Investment LLC (the “Developers”) for approval of a Planned Unit Development (the “Project” or the “PUD”).

The Project will consist of six commercial buildings. The first phase being the existing gas station, which was approved via a Special Land Use application on 4/17/2017, and is hereby being incorporated into the Project. The second phase will be a 14,675 square foot multi-tenant retail building (denoted as “Building S” on the Project plans). The future phases will include four additional retail buildings, one of which could be a restaurant. These future phases are to be constructed as market demands.

The Project as recommended for approval is shown on a final site plan, last revised 2/16/2018 (the "Final Site Plan"), final civil plans, last revised 1/18/2018 (the "Final Civil Plans"), and final architectural plans, last revised 1/24/2018 (the "Final Architectural Plans"); collectively referred to as the "Documentation," presently on file with the Township.

The purpose of this report is to state the decision of the Planning Commission concerning the Project, the basis for the Planning Commission's decision, and the Planning Commission's decision that the Robbins Centre Pointe PUD be approved as outlined in this motion. The Developers shall comply with all of the Documentation submitted to the Township for this Project. In recommending the approval of the proposed PUD application, the Planning Commission makes the following findings pursuant to Section 17.04.3 of the Zoning Ordinance:

1. The Project meets the site plan review standards of Section 23.06 of the Zoning Ordinance. Specifically, pursuant to Section 23.06.7, the Board finds as follows:
  - A. The uses proposed will not adversely affect the public health, safety, or welfare. Uses and structures located on the site take into account topography, size of the property, the uses on adjoining property and the relationship and size of buildings to the site.
  - B. The site will be developed so as not to impede the normal and orderly development or improvement of surrounding property for uses permitted in this ordinance.
  - C. Safe, convenient, uncontested, and well defined vehicular and pedestrian circulation is provided for ingress/egress points and within the site. Drives, streets and other circulation routes are designed to promote safe and efficient traffic operations within the site and at ingress/egress points.
  - D. The arrangement of public or private vehicular and pedestrian connections to existing or planned streets in the area are planned to provide a safe and efficient circulation system for traffic within the township.
  - E. Removal or alterations of significant natural features are restricted to those areas which are reasonably necessary to develop the site in accordance with the requirements of this Ordinance. The Planning Commission has required that landscaping, buffers, and/or greenbelts be preserved and/or provided to ensure that proposed uses will be adequately buffered from one another and from surrounding public and private property.
  - F. Areas of natural drainage such as swales, wetlands, ponds, or swamps are protected and preserved insofar as practical in their natural state to provide areas for natural habitat, preserve drainage patterns and maintain the natural characteristics of the land.
  - G. The Documentation provides reasonable visual and sound privacy for all dwelling units located therein and adjacent thereto. Landscaping shall be used, as appropriate, to accomplish these purposes.
  - H. All buildings and groups of buildings are arranged so as to permit necessary emergency vehicle access as requested by the fire department.
  - I. All streets and driveways are developed in accordance with the Ottawa County Road Commission and City of Grand Haven specifications, as appropriate.
  - J. Appropriate measures have been taken to ensure that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system.

Provisions have been made to accommodate storm water, prevent erosion and the formation of dust.

- K. Exterior lighting is arranged so that it is deflected away from adjacent properties and so it does not interfere with the vision of motorists along adjacent streets, and consists of sharp cut-off fixtures.
  - L. All loading and unloading areas and outside storage areas, including areas for the storage of trash, which face or are visible from residential districts or public streets, are screened.
  - M. Entrances and exits are provided at appropriate locations so as to maximize the convenience and safety for persons entering or leaving the site.
  - N. The Documentation conform to all applicable requirements of County, State, Federal, and Township statutes and ordinances.
  - O. The general purposes and spirit of this Ordinance and the Master Plan of the Township are maintained.
2. Section 17.01.5, Section 17.02.1.B.1-4 of the Zoning Ordinance, as well as Section 503 of the Michigan Zoning Enabling Act, allow for departures from Zoning Ordinance requirements; these provisions are intended to result in land use development that is substantially consistent with the goals and objectives of the Township Master Plan and the Zoning Ordinance, and consistent with sound planning principles. The Developers have requested six departures. The Planning Commission makes the following findings.
- A. Sections 15A.061 and 15A.06.2 – allow a total of four driveways; one – Whittaker Way, two – Robbins Road, and one – 172<sup>nd</sup> Avenue.
    - i. The Planning Commission finds this acceptable because the proposed access management plan is compliant, and supports, the Robbins Road Sub-Area Plan and Joint Robbins Road Corridor Plan. As well as, providing shared access to adjoining uses.
  - B. Section 15A.06.7 – allow reduction in spacing standards for signalized non-trunkline street.
    - i. The Planning Commission finds this acceptable because the curb-cuts are existing, and without keeping those driveways certain areas of the Project site would be unbuildable because they would be too narrow.
  - C. Section 15A.10.5 – allow interior landscape islands to be 9-feet wide.
    - i. The Planning Commission finds this acceptable because it will maximize the parking on-site while still providing for visual and paving breaks.
  - D. Sections 15A.10.3 and 17.05.2.A.5 – allow certain areas of landscaping to be adjacent to building walls rather than abutting said walls.
    - i. The Planning Commission finds this acceptable because it will provide flexibility in placement of door openings, reduce the likelihood of trip hazards along the main walking path, allow pedestrians to circulate farther away from vehicular traffic, and make snow removal easier. The planting areas consist of ornamental trees and shrubs to soften the visual appearance of the buildings from public roads.
  - E. Section 24.04.2 – allow the main drive aisle to be 27-feet in width.

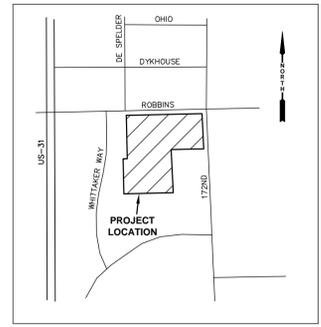


adjacent properties and roadways.

- F. Parking requirements for each use have been determined to be in accordance with Chapter 24 (Parking, Loading Space, and Signs).
- G. Street lighting will be installed in the same manner as required under the Township's Subdivision Control Ordinance.
- H. Consideration was given to the bulk, placement, architecture, and type of materials to be compatible with like buildings within the PUD as well as generally compatible with buildings in the general vicinity.
- I. Mechanical and service areas are visually screened from adjacent properties, public roadways, or other public areas.
- J. Building walls greater than 50-feet in horizontal length, and walls which can be viewed from public streets, are constructed using a combination of architectural features, building materials, and landscaping near the walls.
- K. On-site landscaping abuts, or is near the building walls, combined with architectural features significantly reduce the visual impact of the building mass as viewed from the street.
- L. The predominant building materials have been found to be those characteristic of Grand Haven Charter Township such as brick, wood, native stone and tinted/textured concrete masonry units and/or glass products.
- M. Landscaping, natural features, open space and other site amenities have been located in the Project to be convenient for occupants of, and visitors to, the PUD.
- N. The Project is reasonably compatible with the natural environment of the site and the adjacent premises.
- O. The Project will not unduly interfere with the provision of adequate light or air, nor will it overcrowd land or cause an unreasonably severe concentration of population.
- P. Exterior lighting within the Project complies with Chapter 20A for an LZ 3 zone.
- Q. All outdoor storage, if any, is screened.
- R. Signage conforms to Chapter 24, unless specific modifications are made by the Township Board, after recommendation from the Planning Commission.
- S. The Project will not have a substantially detrimental effect upon or substantially impair the value of neighborhood property, as long as all of the standards and conditions of this approval of the Project are satisfied.
- T. The Project is in compliance with all applicable Federal, State, County, and local laws and regulations. Any other permits for development that may be required by other agencies shall be available to the Township before construction is commenced.
- U. The Project meets the access provision regulations, and creates shared access with other adjoining uses.
- V. The Project is consistent with the goals and objectives of the Master Land Use Plan. Specifically, it is consistent with the Master Plan designation of the property in question.

6. The Planning Commission also finds the Project complies with the US-31 and M-45 Area Overlay Zone findings and statement of purpose found in Section 15A.01 of the Zoning Ordinance:
  - A. Accommodates a variety of uses permitted by the underlying zoning, but ensure such uses are designed to achieve an attractive built and natural environment.
  - B. Provides architectural and site design standards that are more demanding than required elsewhere in the Township in order to promote harmonious development and complement the natural characteristics in the western sections of the Township.
  - C. Promotes public safety and efficient flow of vehicular traffic by minimizing conflicts from turning movements resulting from the proliferation of unnecessary curb cuts and driveways.
  - D. Ensures safe access by emergency vehicles.
  - E. Encourages efficient flow of traffic by minimizing the disruption and conflicts between through traffic and turning movements.
  - F. Preserve the capacity along US-31/M-45 and other roads in the Overlay Zone by limiting and controlling the number and location of driveways, and requiring alternate means of access through shared driveways, service drives, and access via cross streets.
  - G. Reduces the number and severity of crashes by improving traffic operations and safety.
  - H. Requires coordinated access among adjacent lands where possible.
  - I. Provides landowners with reasonable access, although the access may be restricted to a shared driveway, service drive, or via a side street, or the number and location of access points may not be the arrangement most desired by the landowner or applicant.
  - J. Requires demonstration that prior to approval of any land divisions, the resultant parcels is accessible through compliance with the access standards herein.
  - K. Preserves woodlands, view sheds, and other natural features along the corridor.
  - L. Ensures that distractions to motorists are minimized by avoiding blight and clutter while providing property owners and businesses with appropriate design flexibility and visibility.
  - M. Implements the goals expressed in the US-31/M-45 Corridor Study.
  - N. Establishes uniform standards to ensure fair and equal application.
  - O. Addresses situations where existing development within the Overlay Zone does not conform to the standards of this chapter.
  - P. Promotes a more coordinated development review process with the Michigan Department of Transportation and the Ottawa County Road Commission.
7. The Planning Commission also finds the Project shall comply with the below additional conditions as well.
  - A. All transformers or other ground equipment shall be screened with live conifer landscape material that is a minimum 24” in height at time of planting, or taller if necessary to fully screen the object.

- B. The proposed wall pack lighting on Building S, and all future buildings, shall be sharp cut off and downcast. Plans shall be revised accordingly.
  - C. The Developer shall be a signatory on the requested 425 Agreement.
  - D. The necessary descriptions and sketches shall be provided for the 425 Agreement.
  - E. The Developers shall enter into a PUD Contract with the Township. The Contract shall be reviewed and approved by the Township Board prior to the issuance of building permits.
  - F. Approval and compliance with all requirements set forth by the OCRC, OCWRC, and City of Grand Haven, etc. No building permits shall be issued until all permits have been obtained.
  - G. A shared access and maintenance agreement for the connection to Whittaker Way shall be drafted by the Developer, and then reviewed, and approved by Township Attorney Bultje. The Developers shall submit a copy of the document recorded at the Ottawa County Register of Deeds. No certificates of occupancy shall be issued until the condition is met.
  - H. An easement, or shared access and maintenance agreement for the connection to the western retail property at 948 Robbins Road shall be drafted by the Developer, and then reviewed, and approved by Township Attorney Bultje. The Developers shall submit a copy of the document recorded at the Ottawa County Register of Deeds. No certificates of occupancy shall be issued until the condition is met.
  - I. A sidewalk easement shall be drafted by the Developer, and then reviewed, and approved by the Township and City Attorney's. The Developers shall submit a copy of the document recorded at the Register of Deeds. No certificates of occupancy shall be issued until the condition is met.
8. The Planning Commission finds the Project complies with the uses permitted for a commercial planned unit development, as described in Section 17.08.2.A of the Zoning Ordinance—Retail Businesses where no treatment or manufacturing is required.
9. The Planning Commission finds the Project shall receive the following considerations to improve the approval process currently required for multi-phased commercial developments:
- A. The overall project, design, and concept are approved; and future phases are only subject to Site Plan Review with the Planning Commission. This would be applicable, so long as they occur within 1-year of each other. For example, to be eligible for the Site Plan Review route, the next phase would need to be presented prior to April 1, 2019. If the following phase was presented on 9/1/2019, the phase after that would have to be presented prior to 9/1/2020.
  - B. Basic site plan conversions to Options A-2, B-1, and B-2 will be approved administratively by the Zoning Administrator. If this occurs, notification of said conversion will be provided to the Planning Commission and Township Board.



- SITE PLAN GENERAL NOTES:**
- THE CONTRACTOR SHALL OBTAIN ALL PERMITS AND SURETY AS PART OF THIS WORK.
  - THE CONTRACTOR SHALL CALL MISS DIG 3 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
  - THE CONTRACTOR SHALL FURNISH AND PLACE THE DRIVE APPROACH, NEW CURBING, WALK, AND DRIVE CLOSURES WITHIN THE PUBLIC RIGHT OF WAY IN ACCORDANCE WITH OTTAWA COUNTY ROAD COMMISSION PERMITS & STANDARD CONSTRUCTION SPECIFICATIONS.
  - ALL STORM SEWER PIPE SHALL BE ADS N-12 PLASTIC PIPE UNLESS OTHERWISE SPECIFIED.
  - ALL CATCH BASINS AND MANHOLES SHALL BE MINIMUM 4' DIAMETER PRECAST CONCRETE, UNLESS NOTED OTHERWISE.
  - PAVED AREAS SHALL BE CONSTRUCTED WITH:
    - 12" MDOT CL-2 SAND SUBBASE (C.I.P)
    - 6" 22-A GRAVEL BASE (C.I.P)
    - 1 1/2" 3C HMA LEVELING COURSE
    - 1 1/2" 4C HMA WEARING COURSE
  - THE CONTRACTOR SHALL BED AND BACKFILL ALL UNDERGROUND PIPING WITH MDOT CL-2 SAND TO A MINIMUM OF 95% MAXIMUM DRY DENSITY PER ASTM - 1557.
  - THIS SITE PLAN SHALL NOT BE USED TO STAKE THE LOCATION OF PROPOSED BUILDING COLUMN LINES. THE SURVEYORS ARE TO USE THE BUILDING FOUNDATION PLANS.
  - THE CONTRACTOR SHALL PLACE AND COMPACT FILL UNDER THE PROPOSED BUILDING AREA TO A MINIMUM OF 95% MAXIMUM DRY DENSITY PER ASTM-1557. ALL OTHER AREAS SHALL BE COMPACTED TO A MINIMUM OF 90% MAXIMUM DRY DENSITY.
  - THE CONTRACTOR SHALL REQUEST CONSTRUCTION STAKING BY FAX USING THE MOORE & BRUGGINK, INC. CONTRACTORS CONSTRUCTION STAKING REQUEST FORM. ONLY COMPLETED REQUESTS WILL BE SCHEDULED. NOTE THE PROJECT OWNER WILL PAY THE SURVEYOR TO PLACE STAKES ONLY ONCE. ALL LOST AND DAMAGED STAKES ARE THE CONTRACTORS RESPONSIBILITY.
  - REGULATORY AGENCIES AS FOLLOWS:
    - GRAND HAVEN CHARTER TOWNSHIP
    - CITY OF GRAND HAVEN
    - OTTAWA COUNTY ROAD COMMISSION
    - OTTAWA COUNTY WATER RESOURCES COMMISSIONER
    - OTTAWA COUNTY ENVIRONMENTAL HEALTH DEPARTMENT
    - MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY.

**SCHEDULE OF TOTAL LAND AREAS:**

BLDG DESIGNATION	S	M	B	R	A	G
GROSS FLOOR AREA:	14,675 SFT	10,768 SFT	28,182 SFT	6,066 SFT	6,066 SFT	2,526 SFT
USABLE FLOOR AREA:	13,208 SFT	9,681 SFT	25,364 SFT	5,459 SFT	5,459 SFT	2,273 SFT
PARKING ALLOWED:	66 SPACES	48 SPACES	127 SPACES	27 SPACES	27 SPACES	11 SPACES
PARKING PROVIDED:	66 SPACES	48 SPACES	123 SPACES	27 SPACES	27 SPACES	10 SPACES
LOAD ZONE REQ'D:	2260 SFT	1660 SFT	2370 SFT	620 SFT	620 SFT	608 SFT
LOAD ZONE PROVIDED:	1283 SFT	0	2370 SFT	624 SFT	630 SFT	624 SFT

PARKING RATIO: 1:200 SFT USABLE FLOOR AREA

MAX. PARKING ALLOWED ON SITE: 306 SPACES  
 TOTAL PARKING PROVIDED ON SITE: 301 SPACES

TOTAL BLDG SFT ON SITE: 68,283 SFT

TOTAL PARKING AREA ON SITE: 143,989 SFT (/15 = 9599)

TOTAL LANDSCAPE ISLANDS REQUIRED: 9599 SFT  
 TOTAL LANDSCAPE ISLANDS PROVIDED: 9962 SFT

- SHEET SCHEDULE**
- BOUNDARY & TOPOGRAPHIC SURVEY
  - REMOVAL PLAN
  - SITE PLAN
  - UTILITY PLAN (PRIVATE)
  - UTILITY PLAN (PUBLIC)
  - GRADING & SOIL EROSION CONTROL PLAN
  - LIGHTING & SIGNAGE PLAN
  - ENLARGED LANDSCAPE PLAN (NORTH)
  - ENLARGED LANDSCAPE PLAN (SOUTH)
  - PARKING ISLAND DETAILS "A" - "O"
  - PARKING ISLAND DETAILS "P" - "T"
  - CONSTRUCTION DETAILS
  - SITE PLAN OPTION "B"

PREPARED FOR:  
 VISSER BROTHERS, INC  
 1946 TURNER AVENUE, NW  
 GRAND RAPIDS, MI 49504  
 PH (616) 363-3825  
 FX (616) 363-6477

WWW.VISSERBROTHERS.COM  
 ATTN: MR BILL MAST

**PLAN REVISIONS**

ISSUED	REVISION
11/09/17	SCHEMATIC DESIGN REVIEW
12/28/17	REV PER REVIEW COMMENTS
01/18/18	REV PER REVIEW COMMENTS
02-16-18	

**SITE PLAN**  
 FOR  
**ROBBINS CENTER POINT P.U.D.**  
 GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN

**MOORE & BRUGGINK, INC.**  
 Consulting Engineers  
 2020 Monroe Avenue N.W.  
 Grand Rapids, Michigan 49505-6298  
 Phone: (616) 363-9801 Web: www.mbce.com

**FIELD SURVEY / DATE:**  
 M&B-10-05-16

**DESIGNED BY:** JFL

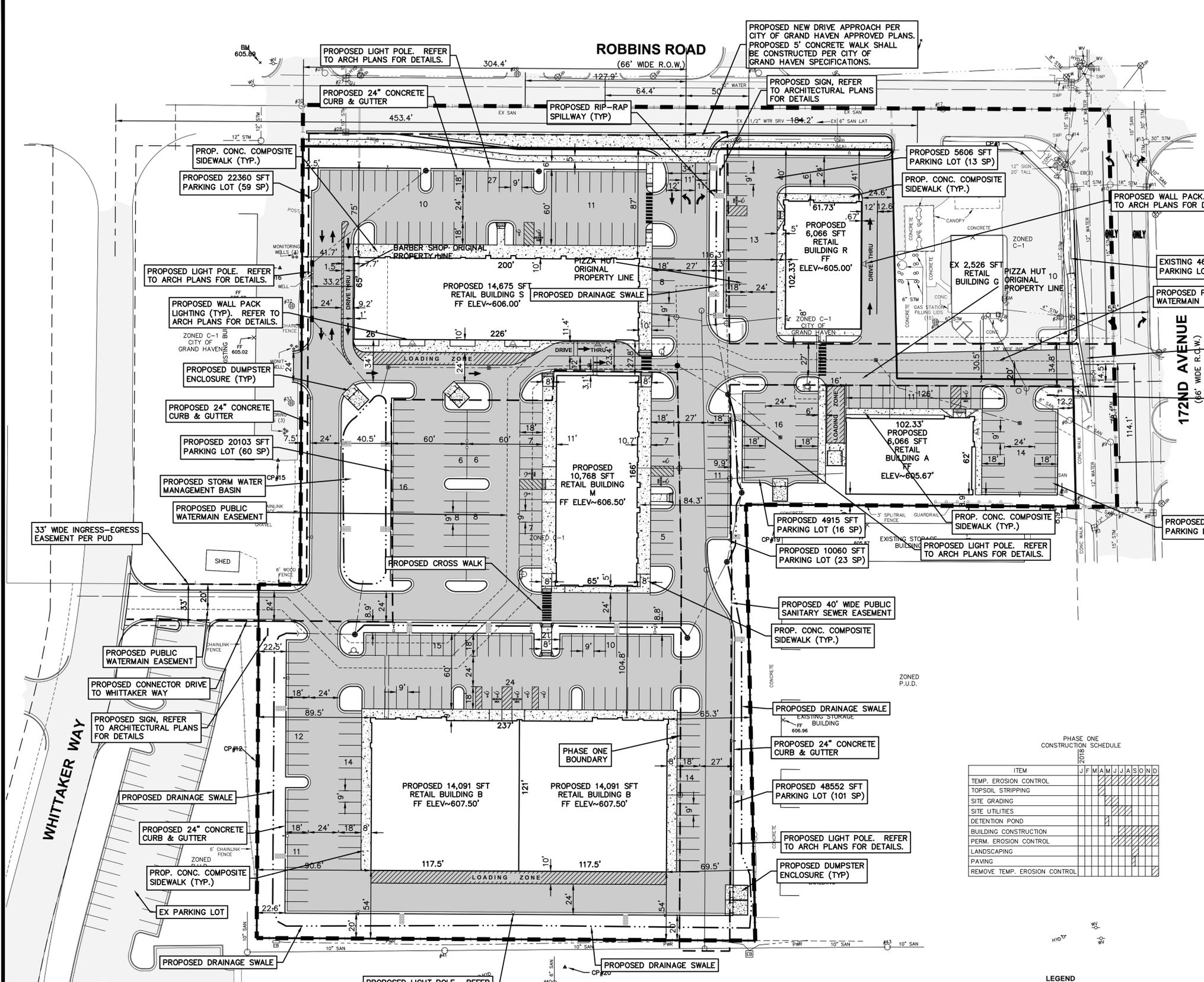
**DESIGN DRAWN BY:** FEF

**CHECKED BY:** JFL

**PLAN DATE:** 11/6/17

**PROJECT NO.:** 160190.01

**SHEET NUMBER:** 3 OF 13



- LEGEND**
- SANITARY SEWER (SAN)
  - STORM SEWER (STM)
  - WATERMAIN (WAT)
  - GAS MAIN (GAS)
  - UG ELECTRIC CABLE (PWR)
  - UG PHONE CABLE (TEL)
  - AERIAL UTILITY LINE (AERIAL)
  - FENCE
  - PROPERTY BOUNDARY LINE
  - PROPOSED P.U.D. BOUNDARY LINE
  - PROPOSED DRAINAGE SWALE
  - PROPOSED CURB & GUTTER
  - EX BITUMINOUS SURFACE
  - PROPOSED BITUMINOUS SURFACE
  - PROPOSED CONCRETE SURFACE
  - HYDRANT (HYD)
  - WATER VALVE (WV)
  - MANHOLE (MH)
  - CATCH BASIN (CB)
  - UTILITY POLE (UP)
  - GUY ANCHOR (GA)
  - WATER METER (WM)
  - WATER STOP BOX (WSB)
  - SAN CLEANOUT (CO)
  - PHONE RISER (PR)
  - GAS METER (GM)
  - GAS VALVE (GV)
  - ELECTRIC METER (EM)
  - ELECTRIC BOX (EB)
  - STEEL POST (SP)
  - PEDESTRIAN CROSSWALK POLE (CW)
  - LIGHT POLE (LP)
  - SURVEY IRON (FOUND)
  - SURVEY IRON (SET)
  - MEASURED DIMENSION
  - DEEDED DIMENSION
  - PLATTED DIMENSION
  - RECORDED DIMENSION
  - SWP - SIDEWALK WARNING PAD
  - FF - FINISHED FLOOR

**EXISTING ZONING: "C-1" COMMERCIAL**  
 MIN FRONT SETBACK: 50'  
 MIN SIDE SETBACK: 9'  
 MIN REAR SETBACK: 20'  
 MIN LOT AREA: 35,000 SFT  
 MIN LOT WIDTH: 110'  
 MAX BLDG HT: 2.5 STORIES/35'

**PROPOSED ZONING: P.U.D. PLANNED UNIT DEVELOPMENT**

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

Utility locations are approximate only.  
 Please contact "Miss Dig" three working days prior to the start of construction for exact locations. (1-800-482-7171)

P:\160190.1\Visser - Robbings Center Point P.U.D. PLAN SHEETS (2017).dwg, 2/16/2018 1:42:49 PM, tel  
 P:\160190.1\Visser - Robbings Center Point P.U.D. PLAN SHEETS (2017).dwg, 2/16/2018 1:42:51 PMLISA FRIZZELL

**425 CONDITIONAL LAND TRANSFER AGREEMENT**

**City of Grand Haven/Grand Haven Charter Township**

**Robbins Road Property**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Grand Haven, a Michigan home rule city of Ottawa County, Michigan (the “City”), and Grand Haven Charter Township, a Michigan charter township of Ottawa County, Michigan (the “Township”).

**Recitals**

WHEREAS, the City is a home rule city and the Township is a charter township duly organized and acting under the laws and statutes of the State of Michigan; and

WHEREAS, Act 425 of the Public Acts of 1984, as amended (“Act 425”), MCL 124.21, *et seq.*, permits the conditional transfer of property by contract between local units of government; and

WHEREAS, on the south side of Robbins Road, on property which is in both the City and the Township (the “Development Property”), a development known as Robbins Centre Pointe (the “Development”) has been proposed; and

WHEREAS, the Development Property is owned as tenants in common by Robbins Road Real Estate, LLC (“Robbins”) and Bowling Family Investment, LLC (“Bowling”); and

WHEREAS, Robbins and Bowling shall together be referred to as the Developers; and

WHEREAS, the Development meets the definition of an “economic development project” under Act 425; and

WHEREAS, by entering into this Agreement under Act 425, the City and the Township will be able to promote the likelihood of the Development being constructed, and thus enhance and develop the economic base of the City and the Township; and

WHEREAS, the likelihood of the Development will be substantially enhanced by this Agreement and the conditional transfer of certain Development Property between the City and the Township under appropriate conditions with respect to the jurisdiction transferred, including the number of years applicable to the transfer and the jurisdiction over the transferred area upon the expiration, termination, or non-renewal of this Agreement; and

WHEREAS, the City and the Township have considered and analyzed the factors set forth in Section 3 of Act 425 (MCL 124.23), including but not limited to the respective populations; population density; land area and land uses; assessed valuation; topography, natural boundaries, and drainage basins; past and probable future growth; comparative data from the Development Property proposed to be transferred and the remainder of the City and the Township thereafter; the need for organized community services; the present cost and adequacy of governmental services; the probable future needs for services; the practicality of supplying such services; the probable effects of the proposed transfer and of alternate courses of action; the probable change in taxes and tax rates in relation to the benefits expected to accrue; the financial ability of the City and the Township to provide and maintain such services; and the general effect upon both the City and the Township after the transfers, as well as the relationship to the proposed transfers to existing land uses; and

WHEREAS, the City and the Township and the Developers do not anticipate that any funds of the State of Michigan will be allocated to carry out this Agreement, in whole or in part, relating to the Development; and

WHEREAS, the City and the Township have held the requisite public hearings and given notice as required by Section 4 of Act 425; and

WHEREAS, the statutory referendum for transfer pursuant to Section 5 of Act 425 has expired, without a petition filed or a resolution adopted as described in Section 5(5) of Act 425;

NOW, THEREFORE, for and in consideration of the mutual promises contained in this Agreement and including the authority granted pursuant to Act 425, the City and the Township agree as follows.

1. Area Subject to 425 Agreement. The City and the Township agree that the area subject to this Agreement shall be the Development Property, legally described on the attached Exhibit A and delineated on the map on the attached Exhibit B. The Development Property shall be transferred to or remain in the City for those purposes described in this Agreement, and shall be transferred to or remain in the Township for those purposes described in this Agreement. This Agreement shall supersede and replace in its entirety any previous 425 agreement between the City and the Township involving any or all of the Development Property.

2. Term of Agreement. Unless otherwise terminated pursuant to the terms of this Agreement, the term of this Agreement shall commence on the Effective Date pursuant to Paragraph 9, and the term shall be completed upon the expiration of 50 years, unless the City and the Township agree to an extension of this Agreement. When the Agreement expires or terminates after the Effective Date, the portion of the Development Property legally described on Exhibit C shall return to the City for all purposes; further, at that time, the portion of the Development Property legally described on Exhibit D shall return to the Township for all purposes.

3. Services to be Performed by the Township and the City.

- A. Upon the Effective Date of this Agreement, the Development Property shall be transferred to or remain in the Township to be administered with all municipal services to be provided by the Township, as permitted by law, unless otherwise provided in this Agreement. The municipal services to be provided by the Township to the Development Property include but are not limited to zoning administration and jurisdiction; building, electrical, plumbing, mechanical, and other inspection services; ordinance enforcement; special assessments; fire/rescue services; public water and public sanitary sewer; property tax assessing; tax collection; and voting. The City shall not be responsible to perform any of these services for the Development Property after the Effective Date of this Agreement.
- B. Upon the Effective Date of this Agreement, the Development Property shall be transferred to or remain in the City for only three purposes: (i) police services, (ii) approval of access from the Development Property to Robbins Road consistent with adopted plans, and (iii) property taxation so that the applicable millage rate shall be equal to the millage rate levied against other property subject to the City's taxing authority. The Township shall not be responsible to perform any of these services for the Development Property after the Effective Date of this Agreement.
- C. Any municipal service not provided for in Paragraph 3.A. or 3.B. shall remain subject to and under the authority of the Township.

4. Jurisdiction of the Township and the City Within the Development Property. Commencing on the Effective Date of this Agreement, the Township shall transfer to the City certain jurisdiction authority under this Agreement and accept from the City other jurisdiction authority for the Development Property. Commencing on the Effective Date, the City shall transfer to the Township certain jurisdiction authority under this Agreement and accept from the Township other jurisdiction authority from the Development Property. The transfer and acceptance of authority by the Township and the City shall be as described in Paragraph 3 of this Agreement.

From and after the transfer of the authority over the Development Property from the Township and to the City, and from the City and to the Township, the City and the Township shall cooperate and adopt and file any necessary documentation pursuant to this Paragraph 4 with the appropriate governmental agencies and authorities.

5. Revenue Sharing. Although the Township will assess and collect the real and personal property taxes from the Development Property, the Township will do so using the City's millage rate (in other words, the Development Property will be considered part of the City for the amount of taxes to be collected as provided for in Paragraph 3.B., above). The tax receipts will be promptly transferred by the Township to the City, except that the Township shall retain the amount of tax receipts which the Township would have received from the

Development Property if the Development Property was taxed as if it was in the Township during each year that this Agreement remains in effect.

6. Zoning Administration and Jurisdiction on Development Property. For purposes of this Agreement, zoning administration and jurisdiction shall include, but shall not be limited to, the administration of the Master Plan and the Zoning Ordinance of the Township; the public hearing process to review zoning requests, whether administrative or legislative in nature; the granting of rezonings, special land uses, conditional uses, planned unit development approvals, site plan and development plan approvals, variances, and interpretations of the Master Plan and the Zoning Ordinance; and such other express and implied powers and rights to a township under the Michigan Zoning Enabling Act, Act 110 of the Public Acts of 2006, as amended, and under the Michigan Planning Enabling Act, Act 33 of 2008, as amended. Zoning jurisdiction shall also include building inspection, plan review, construction code compliance, and all other functions necessary to issue required permits and approvals in the administration and enforcement of zoning administration and jurisdiction as defined above.

Nonetheless, the Township shall not grant final approval for any application made under its Zoning Ordinance for the Development Property until the application has been reviewed by the City's Planning Commission and recommended in whole or in part for approval or denial by the City's Planning Commission, which recommendation shall not be unduly delayed by the City's Planning Commission.

7. Eminent Domain. The Township shall have full authority to exercise the right of eminent domain to acquire property within the Development Property for all purposes recognized and permitted by law.

8. Public Documents – Transferred Property. Upon the transfer of the Development Property from the City to the Township for various purposes, and from the Township to the City for other purposes, all as described in this Agreement, the City and the Township shall share all documents pertaining to the Development Property, in order to fully implement the purposes of this Agreement.

9. Effective Date/Conditions Precedent. As of the date and year first above written, and upon satisfaction of all of the following conditions, this Agreement shall be effective (the "Effective Date"):

- A. The Agreement has been duly approved by the legislative bodies of the City and the Township, and by the Developers, and duly executed by the authorized representatives of the City, the Township, and the Developers after the required public hearings under Act 425; and
- B. This Agreement has been approved by a majority of the voters within the Township or the City voting at a special referendum, in the event such is required

by Section 5 of Act 425, unless the statutory referendum period has expired pursuant to Act 425; and

- C. A fully executed and approved copy of this Agreement has been filed with the County Clerk for the County of Ottawa, the Register of Deeds for the County of Ottawa, and the Secretary of State for the State of Michigan.

10. Adjudication of Disputes.

- A. In the event of a dispute, controversy, or claim arising out of or in connection with or relating to this Agreement, the dispute, controversy, or claim shall, prior to the institution of any legal action for adjudication, at the request of either the City or the Township, be referred to mediation for purposes of review and recommendation with respect to the dispute, controversy, or claim. The mediation shall be conducted by a single person selected by the Township and the City. If the Township and the City fail to agree on a single mediator, the mediation shall be conducted by a mediation panel. The mediation panel shall consist of three individuals, one selected by the City as the City mediator, a second selected by the Township as the Township mediator, and a third selected by mutual agreement of the City mediator and the Township mediator. In the event that the City and the Township mediators are unable to agree on a third mediator, the mediation requirement will be deemed to have been satisfied.
- B. The request for referral of any dispute, controversy, or claim to mediation shall be made in writing in accordance with notice provisions of Paragraph 12. Within 10 days after the date of mailing the request, the City and the Township shall agree on a single mediator, or shall each furnish the other with written notice of the name and address of its designated mediator. Within 10 days thereafter, the City and the Township mediators shall select the third member of the panel. The mediation panel shall meet and commence its proceedings in connection with the dispute, controversy, or claim. The mediation shall be governed and conducted in accordance with the procedures of the American Arbitration Association. The City and the Township shall cooperate in all respects with the mediation panel and shall expeditiously provide the panel with all reasonable and necessary records and other information requested by the panel. Within 30 days from the commencement of its proceedings, the mediation panel shall provide the City and the Township with a written copy of its proposed recommendations concerning the dispute, controversy, or claim. The City and the Township shall have 10 days thereafter within which to provide any additional information to the mediation panel or written notice of any exceptions either one takes to the proposed recommendations. The mediation panel shall then have 10 days within which to consider any additional information or written exceptions and issue its final report and recommendation. In the event the final report and recommendation is rejected by either the City or the Township within 30 days of its receipt, either

party may then pursue any other legal remedies available to it under law for purposes of resolving or adjudicating the dispute, controversy, or claim. Reasonable attorney's fees and costs shall be awarded to the prevailing party in any litigation filed after mediation.

11. Default/Remedies. If the Township or the City refuses or neglects to perform one of the duties or promises that are set forth in this Agreement, and this refusal or neglect substantially violates the Agreement, the refusal or neglect shall constitute a material breach of this Agreement. In the event of a material breach or an alleged material breach of this Agreement, including but not limited to the failure of the Township or the City to comply with the terms, conditions, and agreements relating to the Development Property, after satisfying the applicable provisions of Paragraph 10, the aggrieved party may send written notification of the alleged breach; if there is no resolution of the alleged breach within 30 days after the notification, then the aggrieved party may seek equitable relief in the Ottawa County Circuit Court. The City and the Township acknowledge that there is no adequate remedy at law for a material breach of this Agreement, and the City and the Township agree that equitable relief may be issued in accordance with the decision and discretion of the Ottawa County Circuit Court. Equitable relief shall include but shall not be limited to mandamus, *quo warranto*, specific performance, and injunctive relief. Reasonable attorneys' fees and costs shall be awarded to the prevailing party in any filed litigation pursuant to this Paragraph.

12. Notices. All notices required or desired to be given under or pursuant to this Agreement shall be sent by certified or registered mail, return receipt requested, to the following designated individuals on behalf of their respective parties.

**For the City of Grand Haven:**

City of Grand Haven  
ATTENTION: City Manager  
City Hall  
519 Washington Avenue  
Grand Haven, MI 49417; and

**For Grand Haven Charter Township:**

Grand Haven Charter Township  
ATTENTION: Township Superintendent  
Administrative Office  
13300 – 168<sup>th</sup> Avenue  
Grand Haven, MI 49417

**For the Developer:**

Robbins Centre Pointe, LLC  
P.O. Box 1029  
Saugatuck, MI 49453.

All notices shall be deemed given on the date of mailing. The City or the Township may change its address for the receipt of notices pursuant to this Paragraph at any time by giving notice of the change to the other party as provided in this Paragraph. Any notice given by a party under this Paragraph must be signed by an authorized representative of that party.

13. Amendments. No amendment, including any extension or modification or alteration of this Agreement, shall be effective unless in writing and duly approved and executed

by the City and the Township; provided, however, that before an amendment of this Agreement may take effect, the Developer shall be provided with 30 days written notice of the parties intention to amend this Agreement. An amendment shall make specific reference to this Agreement and to the specific provision or provisions which are amended; all effective amendments shall be attached to this Agreement.

14. No Waivers. The failure of either the City or the Township to insist upon strict performance of any obligation set forth in this Agreement shall not be a waiver of that party's right to demand strict compliance in the future.

15. No Third Party Beneficiary Status. Nothing contained in this Agreement shall create a third party beneficiary relationship or status for any person or entity. The City and the Township acknowledge that this Agreement was not intended to confer any such rights, duties, and privileges, and that the provisions of this Agreement relate solely to the named parties. However, the Developers are signatories to this Agreement and confirm that they agree with the terms of this Agreement; this agreement by the Developers shall be binding upon all successors and assigns of the Developers.

16. Joint Drafting of Agreement. The City and the Township acknowledge that they each have legal counsel participating in the review, preparation, and drafting of this Agreement, and no interpretation, presumption, or construction of this Agreement shall be based upon any party drafting this Agreement. The Township and the City acknowledge joint and mutual drafting of this Agreement.

17. Captions. Titles or captions of Paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference; they do not define, limit, extend, or describe the scope of this Agreement or the intent of any of its provisions.

18. Entire Agreement. This Agreement, including the attached Exhibits, which are incorporated into and made a part of this Agreement, contains the entire agreement between the City and the Township with respect to the Development Property. All prior agreements and understandings, whether written or oral, are superseded by and merged into this Agreement. Neither the City nor the Township has made any representations except those expressly set forth in this Agreement, and no rights or remedies are or shall be acquired by either the City or the Township by implication or otherwise unless expressly set forth in this Agreement.

19. Interpretation and Severability. In the event that any provision of this Agreement shall be determined by a court or administrative tribunal with appropriate jurisdiction to be contrary to the provisions of any statute or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by the court or administrative tribunal having jurisdiction over this Agreement and its interpretation, or by the parties, so as to, as nearly as possible, carry out the intention of the City and the Township considering the purposes of this Agreement and such provision *in pari materia*.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed originals, and together they shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and the Township, by and through their duly authorized representatives, have executed this Agreement as of the day and date first above written.

In the Presence of:

CITY OF GRAND HAVEN, a Michigan home rule city of Ottawa County

\_\_\_\_\_

By: \_\_\_\_\_  
Geri McCaleb, Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
Linda Browand, City Clerk

In the Presence of:

GRAND HAVEN CHARTER TOWNSHIP, a Michigan charter township of Ottawa County

\_\_\_\_\_

By: \_\_\_\_\_  
Mark Reenders, Supervisor

\_\_\_\_\_

By: \_\_\_\_\_  
Laurie Larsen, Clerk

In the Presence of:

ROBBINS ROAD REAL ESTATE, LLC, a Michigan limited liability company

\_\_\_\_\_

By: \_\_\_\_\_  
Keith P. Walker, Member

In the Presence of:

BOWLING FAMILY INVESTMENT, LLC, a Michigan limited liability company

\_\_\_\_\_

By: \_\_\_\_\_  
William J. Bowling, Member

GHCT 204 425 Conditional Land Transfer Agreement Between Township and City 01232018

DRAFT

**EXHIBIT A**

[Insert Legal Description of Development Property]

DRAFT

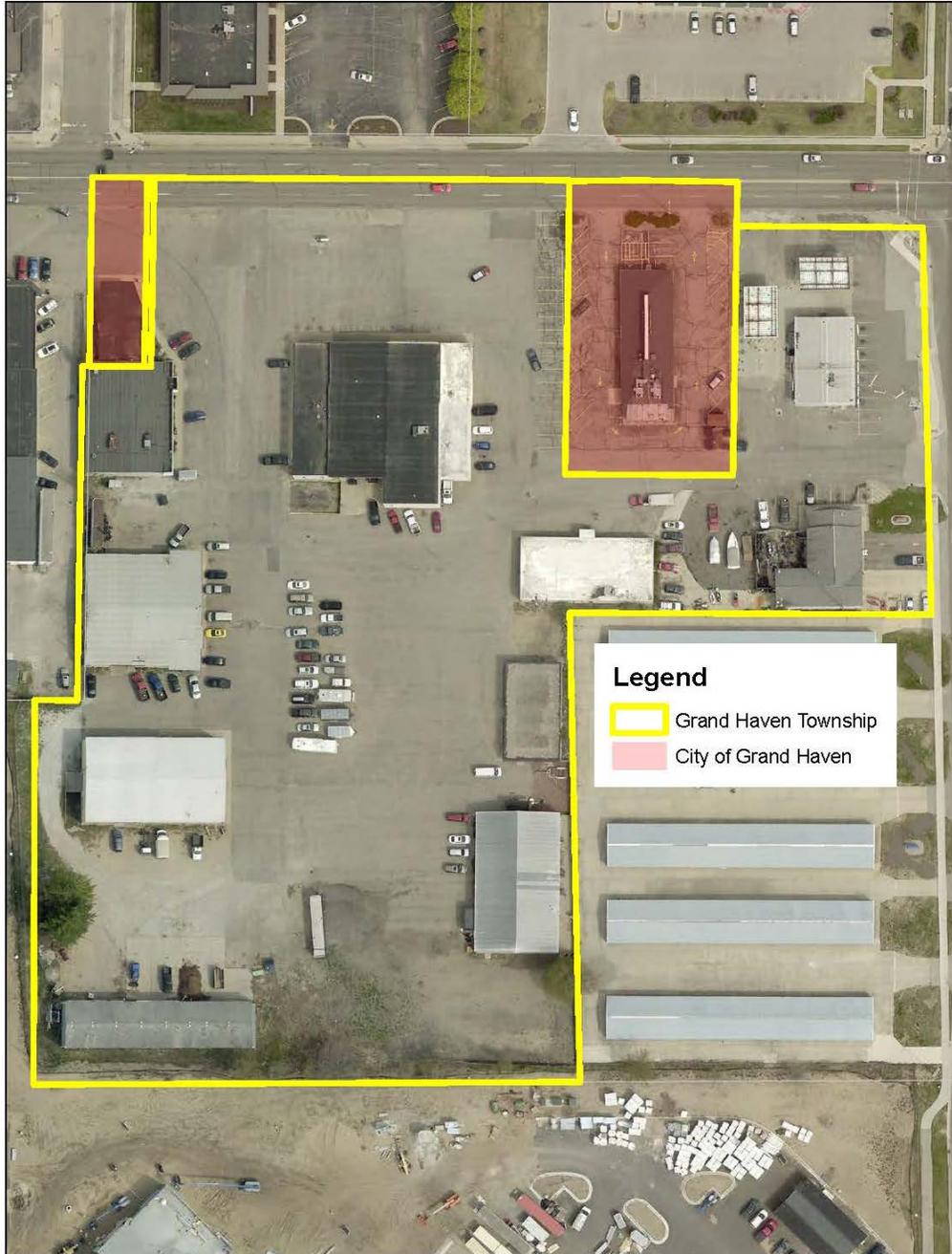
GHCT 204 425 Conditional Land Transfer Agreement Between Township and City 01232018

**EXHIBIT B**



GHCT 204 425 Conditional Land Transfer Agreement Between Township and City 01232018

**EXHIBIT C**



GHCT 204 425 Conditional Land Transfer Agreement Between Township and City 01232018

**EXHIBIT D**

PARCEL: 70-03-33-100-010

A PARCEL OF LAND BEING PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 16 WEST, CITY OF GRAND HAVEN, OTTAWA COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 33; THENCE NORTH 89 DEGREES 40 MINUTES 03 SECONDS WEST 595.91 FEET ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 33 TO A POINT LOCATED SOUTH 89 DEGREES 40 MINUTES 03 SECONDS EAST 686.50 FEET FROM THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33 AND BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 00 DEGREES 19 MINUTES 57 SECONDS WEST 137.00 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 03 SECONDS WEST 45.00 FEET PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 33; THENCE NORTH 00 DEGREES 19 MINUTES 57 SECONDS EAST 137.00 FEET TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 33; THENCE SOUTH 89 DEGREES 40 MINUTES 03 SECONDS EAST 45.00 FEET ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 33 TO THE POINT OF BEGINNING.

**EXHIBIT E**

PARCEL: 70-03-33-100-047

A PARCEL OF LAND BEING PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 16 WEST, GRAND HAVEN TOWNSHIP, OTTAWA COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 33; THENCE SOUTH 01 DEGREES 13 MINUTES 39 SECONDS EAST 314.67 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 33; THENCE NORTH 89 DEGREES 40 MINUTES 03 SECONDS WEST 295.33 FEET PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 33; THENCE SOUTH 01 DEGREES 13 MINUTES 39 SECONDS EAST 345.33 FEET PARALLEL WITH THE NORTH AND SOUTH 1/4 LINE OF SECTION 33; THENCE NORTH 89 DEGREES 42 MINUTES 11 SECONDS WEST 396.55 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 57 SECONDS EAST 280.00 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 03 SECONDS EAST 33.00 FEET PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 33; THENCE NORTH 00 DEGREES 19 MINUTES 57 SECONDS EAST 243.00 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 03 SECONDS EAST 45.00 FEET PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 33; THENCE NORTH 00 DEGREES 19 MINUTES 57 SECONDS EAST 137.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 33 AND BEING LOCATED SOUTH 89 DEGREES 40 MINUTES 03 SECONDS EAST 686.50 FEET FROM THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33; THENCE SOUTH 89 DEGREES 40 MINUTES 03 SECONDS EAST 300.91 FEET ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 33; THENCE SOUTH 01 DEGREES 13 MINUTES 39 SECONDS EAST 214.00 FEET PARALLEL WITH THE NORTH AND SOUTH 1/4 LINE OF SECTION 33; THENCE SOUTH 89 DEGREES 40 MINUTES 03 SECONDS EAST 122.00 FEET PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 33; THENCE NORTH 01 DEGREES 13 MINUTES 39 SECONDS WEST 214.00 FEET PARALLEL WITH THE NORTH AND SOUTH 1/4 LINE OF SECTION 33 TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 33; THENCE SOUTH 89 DEGREES 40 MINUTES 03 SECONDS EAST 173.00 FEET ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 33 TO THE POINT OF BEGINNING.

GHCT 204 425 Conditional Land Transfer Agreement Between Township and City 01232018  
GRAPIDS 90425-204 485935v1



GRAND HAVEN CHARTER TOWNSHIP

## Community Development Memo

DATE: February 16, 2018  
TO: Planning Commission  
FROM: Stacey Fedewa, Community Development Director  
RE: Mixed-Use PUD – Apartments at Robbins Road + Self Storage

### BACKGROUND

The development group is proposing a Mixed-Use PUD that would include 5 apartment buildings totaling 132-units, 88 enclosed garages, a clubhouse and pool, and three self-storage buildings.

In addition to providing a standard apartment complex, the developer is proposing to partner with Gracious Grounds to establish a number of units that will be dedicated to people with disabilities, mobility issues, the elderly, etc.

### PURPOSE OF PRESENTATION & DISCUSSION

This is a unique project based on the special clientele, and staff needs the assistance of the Planning Commission to help determine certain standards that need to be included, such as, but not limited to:

- How many, and which units, are dedicated to Gracious Grounds tenants?
- How many, and which units, are dedicated to mobility issues and/or the elderly using universal design techniques?
- What universal design criteria will be incorporated into the units?
  - The developer initially indicated a significant upgrade to the units, but when drawings were received they only show pocket doors in some units and extra ADA parking spaces, which is far less than what was expected.
  - The Director of Ottawa Housing Next has contacted staff with ideas on universal design criteria to be incorporated.
- To ensure long-term affordability, what type of “rent controls” should be placed on the property?
  - Neighborhood Housing Services has contacted staff to ensure long-term affordability, and will likely be attending the meeting on February 19<sup>th</sup>.

Related to the self-storage units:

- The developer indicated priority would be given to tenants within this development to rent these storage units. How many units?
- When should the Township require the other self-storage units on 172<sup>nd</sup> to be demolished in exchange for them being permitted within this project?

## DIRECTION REQUESTED

Staff and the developer have not been able to agree on several items related to the project, and request the assistance of the Planning Commission. Certain items, staff say are required and must be implemented, but the developer is requesting a departure; or the developer is disagreeing with staff's interpretation of the regulation. These items are outlined below:

### 1. Shared access connections

#### a. Staff opinion

- To comply with the Corridor Plan, must add shared access point to the east at the main entrance to connect the three office buildings.
- Must add a sidewalk along the entrance for the self-storage units to the property line to provide direct pedestrian access to the D&W site.
- Must add, and connect, a driveway between Buildings A & C to provide a second point of access through 17034 Robbins Road. Staff is hopeful this is possible because the site is owned by a family member of the development team.
- Must add, or at least provide an easement, north of Building C to the eastern property line to provide another shared access point for future development.

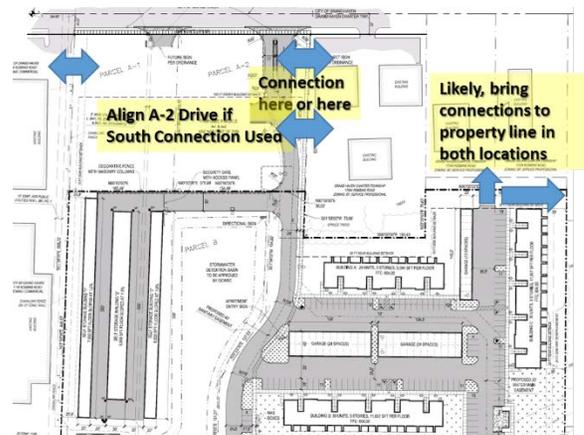
#### b. Developer opinion

- No opinion has been provided yet, because this is a recent topic that was brought up. However, it will be helpful for staff and the developer to have the Planning Commissions position.

### 2. Stormwater design

#### a. Staff opinion

- The detention basin needs to be revised to show a natural shape.
- Recently, Fire/Rescue has required the main drive aisle to be widened to 30', which will likely impact the basin and perhaps limit its infiltration capacity. If that occurs, staff would support a recommendation to allow a small portion of the designated open space to also be used for stormwater infiltration. It



would need to be shallow, and unknown to the naked eye. Would the Planning Commission be amenable to such a request?

- b. Developer opinion
  - i. Believes the basin is shown in a natural shape.

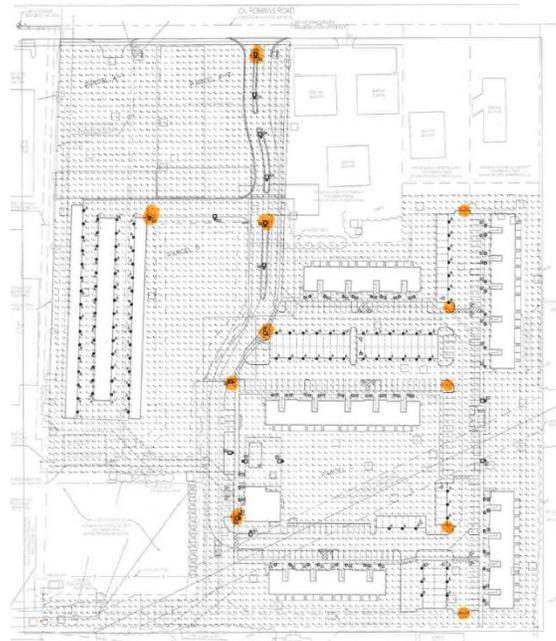
### 3. Site lighting

#### a. Staff opinion

- i. The site is *significantly* brighter than what is allowed by the Outdoor Lighting requirements.
  - 1. The streetlights are not decorate as required by the Subdivision Control Ordinance.
  - 2. The brightness of the streetlights is compliant, but they are not placed in the required locations. Staff provided a sketch identifying the required locations, see image.
- ii. The bollards and recessed lighting for garages and storage units is extremely excessive.
  - 1. Bollards for sidewalks have a lamp allowance of 0.15, and the developer is proposing 0.405; or 170% more than permitted.
  - 2. Garage lighting have a lamp allowance of 0.080, and the developer is proposing 0.282; or 252% more than permitted.

#### b. Developer opinion:

- i. Street lighting exceeds the minimum of the Township's Subdivision Control Ordinance. We feel that, as an apartment community, the increased density justifies increased lighting to provide a safe environment for the welfare of the tenants and public. No changes have been made.
- ii. We feel the lighting, including bollard lights are necessary to provide a safe community.



### 4. Aesthetics of the self-storage buildings

#### a. Staff opinion

- i. During the pre-application process the developer represented a high-quality building with stone pillars and neutral colors that would blend into the area well.
- ii. The plans are only proposing a decorate fence and a stone veneer on the end-caps facing Robbins Road.

- iii. Staff believes the full stone veneer walls looks awkward, and the developer should produce what was represented at pre-application. This should occur regardless of what uses surround the building.

b. Developer opinion

- i. The storage buildings are adjacent to an electric sub-station, a cell tower, and the rear of a grocery store delivery dock. We feel the proposed materials fit with this area and we are asking for a departure for this item.



- ii. Section 15.05.2 provides for architectural continuity within the PUD and general vicinity. We are proposing an industry standard storage architecture that primarily includes metal siding and a raised seam metal roof. To enhance the look of this portion of the project we are installing a decorative black metal fence with cultured stone pillars on the north end. On the north end of the outside buildings, we are installing decorative brick veneer as an architectural detail. The long walls on the east and west will be extensively landscaped to help screen the storage buildings and the neighbors to the west.

Currently, there is a brown metal building on the site without any fencing or screening and it's roughly twice as tall as the proposed storage buildings. The proposed storage will be an aesthetic improvement and provide a well-designed buffer between the apartments and the property to the west.

There are 2 neighboring buildings to the west that have asphalt from the property line up to the building without any landscaping buffers. Both buildings have semi-truck loading docks, large dumpsters, including a full-sized compactor, and they use the space as general trash storage including product display racks, wood pallets, propane tanks, and old furniture.

The neighbor to the south is a cell tower and an electric transmission substation that is surrounded by a barbed wire/chain link fence, without a landscaping buffer.

Based on these factors, our proposed storage buildings will be superior to the south and west neighbors and appropriately designed for the east and north neighbors.

## 5. Building materials for apartments

a. Staff opinion

- i. The only proposed building materials are a variety of brown siding, which provides no variety.
- ii. During pre-application the developer represented the apartments would be similar to the Timber View buildings, which include a stone veneer on the front.

- iii. Similarly, the east elevation of the clubhouse, which has a lot of visibility, should have stone veneer added.



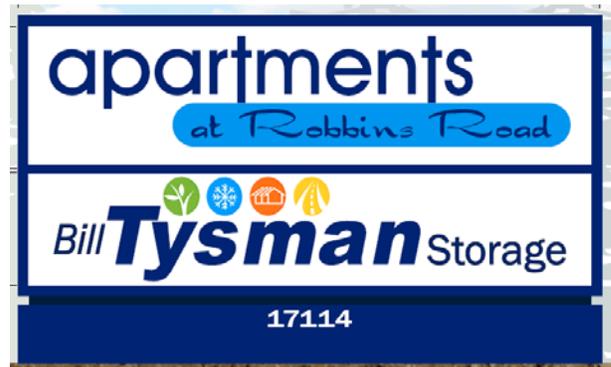
b. Developer opinion

- i. Believes the apartments and clubhouse, as proposed, provide a variety of building materials and should be approved as designed.

**6. Signage**

a. Staff opinion

- i. The entrance sign for the apartments is great, but the sign at the road is a low-quality design with average materials and should be produced at a higher standard.



b. Developer opinion

- i. We feel that the commercial look of the proposed Robbins Road sign is in line with the sign ordinance and is in line with what is appropriate along Robbins Road.



**7. Maneuvering lane width**

a. Staff opinion

- i. The ordinance is clear—a maneuvering lane shall be 24' in width.
- ii. When the ordinance was originally drafted, it was done so with sustainability in mind, which supports the narrower lane width.
- iii. The developer is proposing 35' maneuvering lane width in front of each garage building indicating (1) it is for universal design and great accessibility, and (2) that staff is incorrectly interpreting the zoning ordinance.

b. Developer opinion

- i. Regarding drive aisle widths, all dimension are to back of curb. Dimension of 24.5' or 25' represent a face or curb dimension of 24 feet plus the width of a concrete curb. We are proposing larger drive aisles or maybe more appropriately garage apron approaches in front of garages. In the interest of

public safety, we feel it is necessary to provide additional room for turning movements into garages. A 24-foot face to face dimension is very difficult for larger vehicles to accomplish when including the structure of a garage and garage door. Furthermore, our desire to provide a barrier free access should include such additional spaces for larger vehicles. We also note that the 11,000 square feet of additional impervious pavement represents roughly 4% of the impervious material on site. We are requesting a departure from the ordinance for this requirement.

- ii. We understand that the Township's interpretation of the ordinance is that the listed dimensions are mandated dimensions. We disagree with this enforcement of mandated dimensions at least as they relate to garage approaches and we offer the following support:

This is a very common table found in a similar form in many zoning ordinances. The predominant interpretation and use of these tables of parking space dimensions is as a minimum standard. This interpretation as a minimum standard allows for adaptation to site characteristics and specific uses such as grocery stores where shopping carts make wider spaces desirable.

The wording "shall be in accord" is unique in that it is different than "shall be in accordance" which is used predominantly throughout the ordinance when identifying exact parameters. The "accord" wording is found in only one other instance, Section 24.02.9. This usage of the "accord" verbiage references uses not specifically mentioned and provides the zoning administrator some discretion in determining a similar type of use. This language allows for some latitude in interpretation and enforcement. In an effort to be consistent, we would suggest this same latitude be provided when the "accord" language is used in Section 24.04.1.

The table includes dimensions for boat launch parking. It would appear to be unreasonable to not allow a marina parking area to exceed the 10 foot parking stall width for boat trailer parking stalls. The same could be said for parking areas for other large vehicles such as limousines, busses or trucks. This mandated dimensional standard would not allow for such parking spaces.

Section 24.04 addresses parking lot layout but does not mention access to garages. We suggest that the necessary and safe access to a garage is dimensionally different than access to a parking space. Painted parking spaces do not include walls or door openings. There is no forgiveness at the garage boundary as there is with a painted parking space.

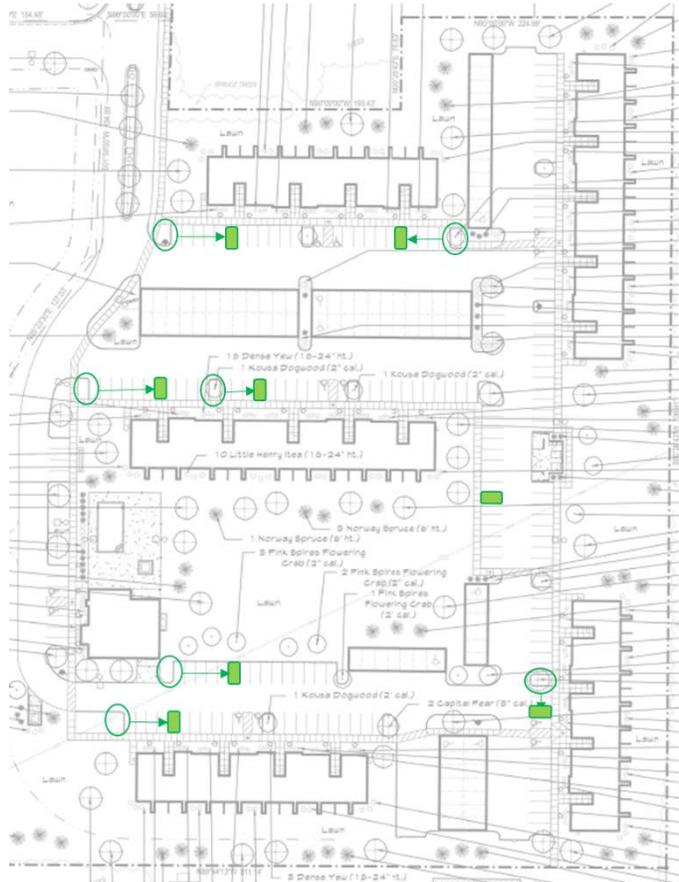
We understand the intent and desire to limit the amount of impervious pavement. However, this is best accomplished by providing the correct number of parking spaces without excess. We are proposing the ordinance requirement of 2 spaces per dwelling unit and adding only 9 additional spaces allocated to the clubhouse use. We note that the 11,000 square feet of additional pavement represented by these enlarged garage approaches amounts to 4% of the total impervious area of the site.

- iii. Staff notes—the Odawa Boat Launch is fully compliant with the 10' width requirement.

## 8. Landscape island placement

### a. Staff opinion

- i. The proposed locations for the landscape islands is mediocre. The majority of them are located at the perimeter of the parking aisle, which does not meet the spirit and intent of the ordinance. Staff provided a drawing to show the desired locations:



### b. Developer opinion

- i. We are not proposing any changes to the landscape island locations. Those locations are chosen based on a number of factors including barrier free grading requirements, common vehicle turning capabilities, snow management, and stormwater drainage. The longest stretch of parking spaces is 15 spaces which is a very reasonable length of unbroken spaces.

## 9. Apartment floor area

### a. Staff opinion

- i. The unit sizes are proposed between 730 sqft – 1,070 sqft. It is has been requested, but not provided, as to how many unit types are being offered.
- ii. It is unknown what rental rates are going to be assigned to each unit type, so it is unknown how “affordable” the units will be considering the price range provided is \$800 - \$1,100.
- iii. Considering this development is being proposed as affordable it is necessary to know these figures, and determine if the price per square foot is reasonable. Just because a price of \$800 is provided, does not mean the price per square foot is affordable when compared to other complexes, and what the rental needs are for this community.

### b. Developer opinion

- i. Section 21.02 provides for a minimum apartment size of 884 sf. The proposed plan includes 1-bedroom 1-bath units that contain 730 sf of living area and an additional 135 sf of patio & mechanical area. Two of our primary goals of this project are affordability and accessibility. We’ve constructed a very

similar design before and it has proven to be functional, affordable, and accessible and provides a living option that's financially within reach of many people. There are other new 1-bedroom apartments in the township that are considerably smaller, and we think our design provides a good and spacious value proposition for residents.

## DEVELOPER RESPONSE TO STAFF REVIEW MEMO

The following email was received from developer Chad Bush late Friday, after the plan review memo was provided. Due to the extreme statements, staff felt it necessary to include in the Planning Commission memo because it reflects the tone of how the discussion is likely to proceed at the meeting.

Stacey, I want to be very clear on a couple of points prior to your memo being published. I am not looking to include any conversation regarding the storage project on 172<sup>nd</sup> in this discussion. It is irrelevant and it has been excluded from the conversation from the first time it was brought up. So to make it a condition of approval is inappropriate at best, possibly illegal. So there is no plan to raze the self storage units on 172<sup>nd</sup>. Please eliminate that from the memo.

Also, regarding accessibility for the apartment units. The design is as intended. So please do not misrepresent my intention with having the units on the ground floor be "accessible".

Next, a mandate to gain access to a neighboring property because one of my employees is related to the land owner? Wow. That is a reach. I will tone down my comment on this and merely call your assumption ludicrous.

Finally, there is no way we would ever agree to some "rent control". Is this communist Russia? No, please stay with our original conversation of our intention to be 'affordable housing but still market rate'. We are not a MSHDA project. We are not looking to be government subsidized therefore not government controlled. Keep the socialism for a government project.

Please do not overreach here. This memo is a departure from prior conversations and incredibly late with some comments that appear to be mandates.

Let me know if you would like to meet and discuss, even it that means today or tomorrow. This memo is about as unprofessional as I have seen in 20 years of working with municipalities.

Call me if you would like to discuss.

Thanks  
Chad.

Staff responses include:

- The issue of razing the buildings on 172<sup>nd</sup> Avenue was not brought up during each meeting because it was a sensitive subject when broached in the beginning, and since they do not have an impact on the PUD design it was unnecessary.

- It is not illegal to require their demolition and staff conferred with the Attorney prior to identifying that anticipated condition of approval.
- Shared access is a priority for the Corridor Plan and PUD Ordinance, which can be difficult to accomplish in many cases. Serendipitously, one of the developers happens to be related to the property owner where the shared access could be located, providing a great opportunity to accomplish an access management goal and provide a second point of access for safety purposes.
- If the Township is going to provide departures from the PUD ordinance under the assumption of affordable apartment units, it behooves the Township to protect that representation and ensure all parties are on the same page in the long-term.

The full plan review memo is now being included in the packet materials for your review.

Please contact me if this raises questions.



# Community Development Memo

DATE: February 16, 2018

TO: Chad Bush; Ben Robbins; Terry Nash

CC: Brian Sinnott; Mark Oppenhuizen

FROM: Stacey Fedewa, Community Development Director

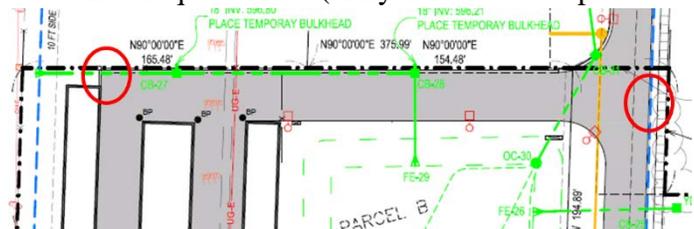
RE: Apartments at Robbins Rd – PUD – Staff Review Comments No. 2

As required by the Grand Haven Charter Township Zoning Ordinance (Section 23.05), prior to the submission of the site plan to the Planning Commission the plans shall be reviewed by the Community Development Department, Fire/Rescue Department, and Public Services Department to determine whether the site plan complies with the requirements of all applicable state and federal laws and regulations, and with the requirements of all applicable Township Ordinances, resolutions, regulations and policies.

## FIRE/RESCUE DEPARTMENT

Fire/Rescue does not approve the plans dated 2/7/2018, and offer the following comments:

- Plans shall identify compliance with IFC 2012 and NFPA 101 2012
- a careful review of IFC chapter 5 should be done specifically section 503 and 507. **Please revise the main drive entrance to a width of 30' from the boulevard to the eastern curve at the Clubhouse. As well as construct a second entrance at the dead end between Buildings A & C to connect to 17034 Robbins Road. Staff is optimistic this through-connection can occur at time of initial construction because the property is owned by Riverwood Company LLC, which appears to be managed by the father of one of the development team members. This will require a shared access and maintenance agreement.**
- the boulevard road width doesn't meet IFC requirements (chapter 5 section 503 identifies the requirements for fire department access roads) **See above regarding the 30' width increase.**
- number of fire hydrants provided doesn't meet IFC requirements (A hydrant must be provided near the proposed self-storage units) **Two additional hydrants are required around the storage buildings, see adjacent drawing that show the approximate location.**



- the dead end between building C & A doesn't meet IFC requirements (Appendix D in the IFC provides examples of acceptable turnarounds) This requirement is only satisfied by the connection to 17034 Robbins.

## PUBLIC SERVICES DEPARTMENT

Public Services approves the plans dated 2/7/2018, and offer the following comments:

### WATER

- Given the number of units in each building, a 1-inch will not be sufficient. Based on fixture calculations, propose a properly sized water service. Approved as submitted, although there is no supporting data provided to substantiate the increase in size to the services shown.

### SEWER

- Buildings "C" and "D" are shown tight against the sanitary easement. In the event of a failure of the sewer, the building foundation will likely be impacted. Consider moving the buildings to the west, away from the sanitary easement. Not submitted as requested, although not required.
- A point of note—in order to serve Lot A-1, the public sewer must be extended west across Lot A-2 in a public easement to a point the public easement touches Lot A-1. It may be best to complete this extension now, rather than later.

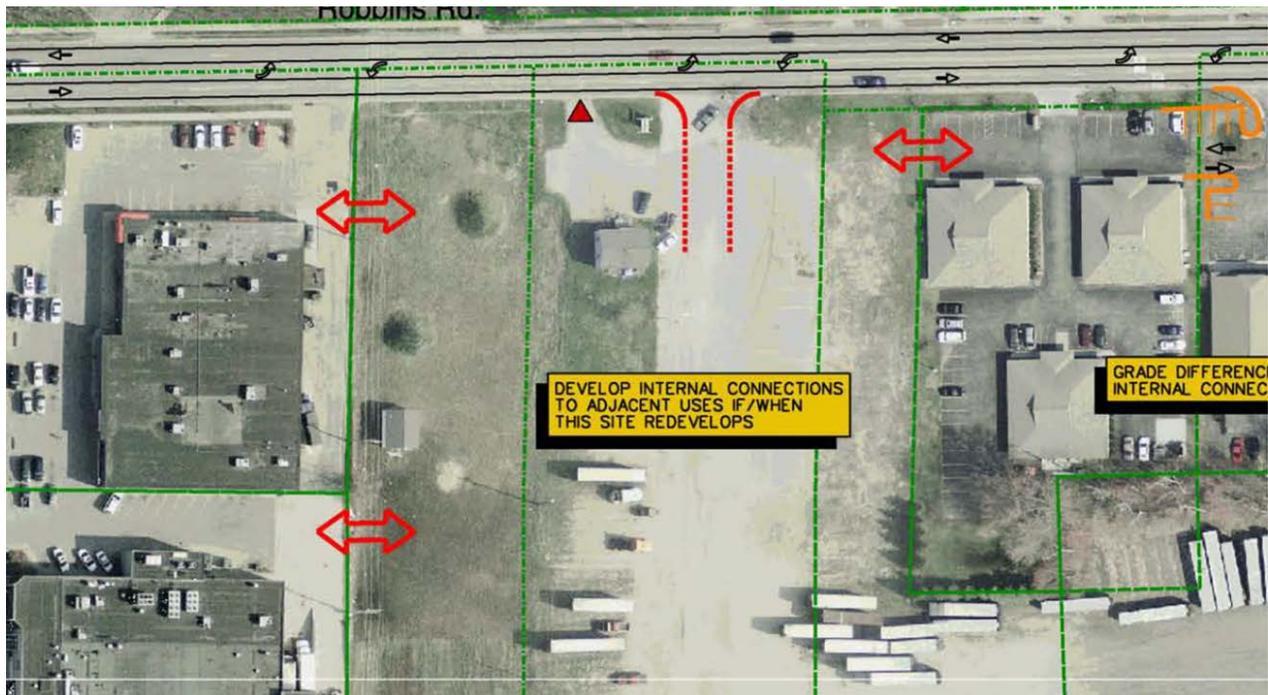
## COMMUNITY DEVELOPMENT

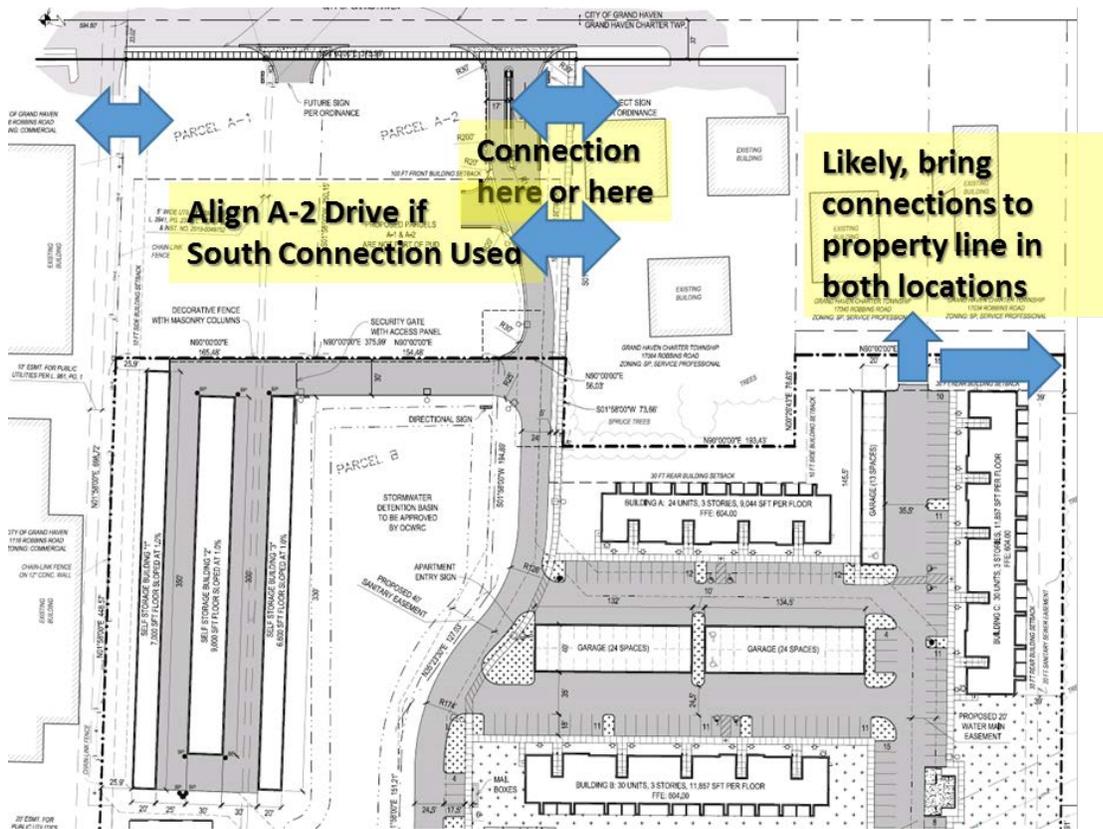
Community Development conditionally approve the plans dated 2/7/2018, and offer the following comments:

### GENERAL COMMENTS

- To ensure this project has long term compliance with the spirit and intent of this development, specific details will need to be determined between all parties. These will be recorded within the approvals. For example, items that need to be determined:
  - Gracious Grounds: specific building, or number of units dedicated to these tenants.
  - Accessibility: the initial representation provided in the pre-application has not come to fruition on the plans. Specific items need to be defined, and codified into the project. Simply providing pocket doors and additional ADA parking spaces does not reach the level initial proposed.
  - To ensure long term affordability of these specific apartment types a "rent control" needs to be provided.
  - Giving self-storage rental priority to tenants over third-parties, and a number or percentage must be identified.
  - A plan to raze the existing self-storage units on 172<sup>nd</sup> must be provided.
  - It should be noted that Housing Next and the Neighborhood Housing Services programs have reached out to the Township to participate in this project as it relates to universal design and affordability. Likely, a joint meeting will need to be had between all relevant parties.

- Based on the Fire/Rescue requirement to increase the road width, which will impact the detention basin, staff is willing to support a request to allow some of the designated open space within the site to be used for stormwater disposition to supplement the impact of the road width and giving the basin a natural shape.
- The landscape plan has far too much detail and reference points. It appears each building is proposed to have about the same landscaping. Please remove all reference points to the building landscaping and then include a separate sheet for the “typical landscaping” for each building. Next, rather than having arrows drawn to each plant cluster please convert that information into a table that includes type, quantity, minimum size, and then a code or symbol for that plant that is referenced back to the landscape plan. Thank you for providing a “typical” sheet for the apartments. However, the information needs to be compiled into a table.
- There need to be easements provided for future connections to adjacent properties to allow for internal cross-connections. Per City and Township Joint PC Meeting comments—easements and/or physical connections will be provided to adjacent property. See image below for the adopted Joint Corridor Plan.
  - Add a sidewalk adjacent to the fence line for the self-storage units up to the property line, to provide a universal design impact for the anticipated tenants to have direct pedestrian access to the adjacent commercial property.
  - I discussed this with one of the members of the LLC that owns the adjacent property. He appeared willing to allow the two connections, but will ultimately have to get approval from the rest of the owners, and a formal request from the development team will need to be provided.





## **PLANNED UNIT DEVELOPMENT (CHAPTER 17)**

- 17.03.3.B.1 – include a schedule of total land areas devoted to each type of use, number and types of units, and building ground coverage.
  - An additional table needs to be included with this information. For example, how many different floorplans with square footage; the total number and size of the storage units; a compilation of all ground coverage that shows a total rather than having to individually add it up from each building. **The information, as requested, is not provided. It is unknown how many floor plans are proposed, how many units are dedicated to each floor plan. For example, I do not know if you’re proposing 131 units at 730 sqft and only 1 at 1,070 sqft. On sheet C-103 you shall add another table detailing this information.**
- 17.05.1.A – the design of stormwater management systems and drainage facilities shall be consistent with the groundwater protection strategies of the Township.
  - Overall stormwater systems shall be designed to use “best management practices: and create the appearance of a natural pond or feature including gentle (5:1) or varying side slopes, irregular shapes, water tolerant grasses and seed mixes at the bottom of the pond/basin; appropriate flowers, shrubs and grasses along the banks based on environment (wet, dry, sedimentation basin v. pond) to improve views, filter runoff and enhance wildlife habitat. **Not corrected. Adjust the shape of the basin to provide a natural appearance.**
- 17.05.1.G – street lighting shall be installed in the same manner as required under the Township’s Subdivision Control Ordinance.

- 5.4.11 – decorative street lights shall be installed at all intersections, curves, cul-de-sacs, dead-end streets and at such other locations as the Township Board in its discretion reasonably requires. Pole mounted fixtures are still not decorative. Revise.
  - Based on staff review it appears only 11 pole mounted figures are required, but 17 are proposed. See image for required locations on last page. See outdoor lighting section for more details.
- 17.05.2.A – the proposed buildings within the PUD, including consideration for bulk, placement, architecture, and type of materials shall be compatible with like buildings within the PUD as well as generally compatible with buildings in the general vicinity.
  - The proposed storage units are not compatible. Please make the appropriate improvements. Regardless of adjacent uses (*which could change at any moment*), the architectural and building material requirements stand. Furthermore, a specific promise was provided in the pre-application conference, and the Township expects that representation to be satisfied. Stone pillars with brown-tones were described in these meetings. Additionally, this use is not permitted in that location, in order for the Township to approve this type of use a benefit has to be provided. The only benefit that can be provided for this request is high quality materials and acceptable aesthetics. Staff does not expect the Planning Commission or Township Board to grant the departure request.
- 17.05.2.A.3 – buildings with exterior walls greater than 50 feet in horizontal length shall be constructed using a combination of architectural features and a variety of building materials and landscaping near the walls. There is no variety in building materials. The entire structures are solely comprised of siding. Add stone veneer to front walls of buildings similar to Timberview, and that would be acceptable. Anything less is not cohesive with any of the other 3 apartment complexes within the Township.
  - A portion of the clubhouse is proposing a stone veneer, but the east elevation, which is highly visible, either needs additional windows added or to carry the veneer through to this wall.
- 17.05.2.A.6 – the predominant building materials should be those characteristic of Grand Haven Township such as brick, wood, native stone and tinted/textured concrete masonry units and/or glass products. Other materials such as smooth-faced concrete block, undecorated tilt-up concrete panels, or pre-fabricated steel panels should only be used as accents and not dominate the building exterior of the structure. Metal roofs may be allowed if compatible with the overall architectural design of the building.
  - No information was provided for the storage units, but it appears the whole structure is made of pre-fabricated steel panels, which cannot dominate the appearance of the building. No changes made, likely to be required by the Planning Commission and Board.
    - During the pre-application meeting it was indicated the storage buildings would be of high quality with neutral colors, which would include decorative stone pillars on the ends facing Robbins Road.
      - A “decorative fence with masonry columns” is noted on C-103, but no other details are provided. Please note, this fencing cannot substitute the requirements for the buildings.
- 17.05.5 – open space conveyance draft has been forwarded to the attorney for review. Waiting for a revised draft to be provided.

## **PARKING, LOADING SPACES, AND SIGNS (CHAPTER 24)**

- 24.04.7 – where the off-street parking lot is adjacent to any premises used for residential purpose in a district of R-4 or higher classification, the screening requirements of Section 20.11 shall be met. The following areas will be required to meet the screening standards. Specific information is listed below under General Provisions.
  - The 180’ area behind “Garage (14 spaces)” No screening was provided, it remains the same as the 1/16/18 plans. Revise in accordance with Section 20.11.
- 24.06 – signage
  - Please revise the styles of the project sign and directional sign to more of a monument standard. This is a high-quality development and these two signs do not reflect that quality. Staff will request the Planning Commission and Township Board review this item to make a determination on acceptability.

## **OUTDOOR LIGHTING REQUIREMENTS (CHAPTER 20A)**

- Must include the number of lamps dedicated to each label in the schedule found on ES.1.
- 20A.9, Table 4 – the site does not comply with the Total Site Power Limits. Using a conversion method of LED to standard watts (*i.e., the methodology used when this regulation was developed*). Figures below are based on LZ3.
  - The parking lots and driveways for the apartments is compliant with the lamp allowance, however it is not compliant with the location requirements dictated by the Subdivision Control Ordinance. Revise placement per the sketch provided at the end of this memo.
  - Sidewalks and walkways for apartments = 2,580 watts / 6,375 sqft = 0.405
    - Lamp allowance is capped at 0.15
  - Driveways for self-storage = 5,900 watts / 20,940 sqft = 0.282
    - Lamp allowance is capped at 0.080
- Based on the figures above, the outdoor lighting is significantly higher than the ordinance allows. Reduce the number of fixtures to comply.
- 20A.7.5-6 – all canopy lighting must be fully recessed so the lamp does not extend below the lower plane of the canopy surface.
  - The P8222 fixtures appear to dip below the surface to which they’re affixed, and they must be fully recessed. Although the response to staff memo indicates there was a change to fixture P8222, it does not appear to be reflected on ES.1. Fixture must be fully recessed, as well as flush mounted.

## **GENERAL PROVISIONS (CHAPTER 20)**

- 20.13 – landscaping
  - The Township’s desire is to use as many native species as possible, and also to avoid planting any invasive species (*if any are present*). It is to your benefit to identify any native species being utilized. Doing so, is one of the small benefits that can be provided to the Township to enable departures to be granted. It is recommended to identify any, and all, native species.
  - The minimum caliper size for an ornamental tree = 3”

- Several currently shown at 2” The Pink Spires Flowering Crab trees within the open space near the clubhouse continue to be shown at a 2” caliper.
- The minimum height for an evergreen = 6’
  - Spartan Juniper shown at 5’ The Junipers near the refuse station are still shown at 5’.
- Below, please see a drawing of where the landscape islands should be located within the parking lot—they’re just slight adjustments that should not affect your parking, but will improve the goal of breaking up the expanse of the asphalt. The spirit and intent of the landscape island provision is to place the vast majority (*i.e., around 75%*) of these islands within the interior of the parking lot. The current proposal places most of them around the perimeter. Staff will request the Planning Commission and Township Board review this item to make a determination on acceptability.

