

**CHARTER TOWNSHIP OF ORION**  
**CHARTER TOWNSHIP OF ORION BOARD OF TRUSTEES AGENDA**  
**MONDAY, JUNE 7, 2021 - 7:00 PM**  
**ORION COMMUNITY CENTER**  
**1335 JOSLYN ROAD**  
**LAKE ORION, MI 48360**

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1. CALL TO ORDER	
2. INVOCATION AND PLEDGE	
3. PUBLIC HEARING - Bunny Run Lake Water Quality Control SAD #2	2
4. PRESENTATION - Citizen of the Month	
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11. PUBLIC COMMENT	
12. BOARD MEMBER COMMENT	
13. CLOSED EXECUTIVE SESSION - Discuss Attorney Opinions	
14. ADJOURNMENT	

*In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact Penny S. Shults, Clerk, at (248) 391-0304, ext. 4001, at least seventy-two hours in advance of the meeting to request accommodations.*





# Charter Township of Orion

2525 Joslyn Rd., Lake Orion MI 48360  
www.oriontownship.org

Phone: (248) 391-0304

## Public Hearing Item Summary

**To:** Board of Trustees  
**From:** Chris Barnett, Supervisor  
**Meeting Date:** June 7, 2021  
**Memo Date:** May 24, 2021  
**Subject:** Bunny Run Lake Water Quality Control SAD #2  
Public Hearing on Cost Estimate

A public hearing is scheduled for Monday, June 7, 2021 at 7:00 p.m. to receive public comment on the cost estimate for the Bunny Run Lake Water Quality Control SAD #2.

A copy of the cost estimate is attached.

The projected yearly assessments are as follows:

Lake Frontage	Year 1 of 5 2022	Year 2 of 5 2023	Year 3 of 5 2024	Year 4 of 5 2025	Year 5 of 5 2026
0 to 50.00 feet	146.89	138.65	140.94	142.47	144.77
50.01 to 100.00 feet	195.85	184.86	187.92	189.96	193.02
100.01+ feet	244.81	231.08	234.90	237.45	241.28

attachment







# Bunny Run Lake Water Quality Control (Weed/Algae) SAD #1

## Preliminary Cost Estimate & Work Plan

4-21-2021; Revised 5-11-2021

### Work Plan

To help improve the quality of Bunny Run Lake by the eradication of weeds by chemical application.

### Cost Estimate (Application by Aqua Weed – details attached)

Year	Work Fees	Add'l Insured Fee	DEQ Fees	Set-Up Fees	Total
2022	8,500.00	50.00	408.00	638.56	9,596.56
2023	8,600.00	50.00	408.00	zero	9,058.00
2024	8,750.00	50.00	408.00	zero	9,208.00
2025	8,850.00	50.00	408.00	zero	9,308.00
2026	9,000.00	50.00	408.00	zero	9,458.00

**First year of assessment: \$ 9,596.56**

### Set-Up Fees Detail

<b>Public Hearing on Cost Estimate</b>			<b>271.28</b>
48	plain envelopes @ 4¢ each	1.92	
48	notices (3 pages) @ 27¢ each	12.96	
48	stamps @ 55¢ each	26.40	
	2 weeks advertising fees	230.00	
<b>Public Hearing on Proposed Roll</b>			<b>262.64</b>
48	plain envelopes @ 4¢ each	1.92	
48	notices (1 page) @ 9¢ each	4.32	
48	stamps @ 55¢ each	26.40	
	2 weeks advertising fees	230.00	
<b>Notice of Assessment &amp; Right to Appeal</b>			<b>32.64</b>
48	plain envelopes @ 4¢ each	1.92	
48	notices (1 page) @ 9¢ each	4.32	
48	stamps @ 55¢ each	26.40	
<b>Treasurer's Office – Time to Enter on Tax Roll (\$1.50 x 48)</b>			<b>72.00</b>
<b>TOTAL SET-UP FEES</b>			<b>638.56</b>

It is proposed that a special assessment district be created for a period of five (5) years, or until a petition to discontinue the special assessment district is received with signatures that represent a majority of the properties in the district, to pay for the improvement. An annual redetermination of costs is contemplated without a change in the special assessment district boundaries. The projected incremental increases are ten (10%) percent per year for the term of the improvement without additional public hearings.



April 15, 2021

Bunny Run Lake SAD  
C/o Mr. Joseph Dailey  
1389 Paul Blvd.  
Lake Orion, MI 48362

For: Bunny Run Lake

Dear: Mr. Dailey,

Thank you for your business this past summer. I hope you and your neighbors are happy with our work. If you are ever unsatisfied with our service, please call and we will take care of the problem promptly.

Aqua-Weed Control Inc. is one of the largest companies in Michigan specializing in aquatic weed and algae control in lakes and ponds. Aqua-Weed Control also offers water quality testing and "do it yourself" weed and algae control products including "Muck-Destroyer", our own private labeled easy to apply muck reduction product. Please see the enclosed brochure for additional information about the products and services we offer or visit [www.aquaweed.com](http://www.aquaweed.com).

Please find enclosed the contract, the permit authorization form, and an invoice for the permit fee.

The purpose of the permit authorization form is to document your statement to the Environment, Great Lakes & Energy (EGLE) that you have the authority to authorize Aqua-Weed Control to file for your aquatic nuisance permit.

We will apply for your permit with EGLE as soon as the above listed items are returned to us. It's ideal to apply for permits as early as possible so that your initial treatment is not delayed waiting for permit processing. EGLE may take up to 6 weeks to process your permit application so timely filing is important.

Posting of Treatment Areas:

To better inform the lake residents, we will pre-post at least 24 hours before each application requiring a water use restriction. Postings of shoreline treatment areas will be conducted according to EGLE regulations. Signs will be posted by lawn stakes or attached to *thick barked trees, posts or other suitable fixtures* already on site. The removal of posting signs after the restrictions have expired is the responsibility of the homeowner.

Please find enclosed a copy of the "Lake Treatment Notice". This notice lists the products that we use and the water use restrictions associated with these products. Please copy and distribute this notice to each water body resident one time each spring as legally required, that is, at least 7 days before our first treatment yet not more than 45 days. This can be done via newsletter or e-mail. Please let us know if you require help with this distribution.

Also enclosed is a copy of the Risk Benefit Statement for your information and file and other information about Aqua-Weed Control Inc.

The herbicides and algaecides that we use are registered for use in Michigan waters by the EPA, Michigan Department of Agriculture, and then permitted by the Environment, Great Lakes & Energy.

Upon your request, we will have our insurance agent send you a "Certificate of Insurance" for both our general liability and workers compensation insurance.

Please call if you have any questions.

Sincerely,



Blake Cuthbert  
Lake Manager



## **CONTRACT FOR TREATMENT 2022 - 2026**

Bunny Run Lake, Oakland County, Lake = 15.48 s/a Treatment area = 9.11 S/A

Bunny Run Lake SAD  
C/o Mr. Joseph Dailey  
1389 Paul Blvd.  
Lake Orion, MI 48362

This contract is entered into between Aqua-Weed Control, Inc. ("Aqua-Weed Control") at the address above and The Bunny Run SAD, also known herein as "WBPOG". The Bunny Run Lake SAD defined as the water body property owners group (WBPOG) and as represented by the undersigned agrees to the following season treatment program and/or contract. The WBPOG is free to alter or change the treatment plan and/or contract because of the uncertainties of weather and weed growth. These changes will be discussed by the WBPOG and Aqua Weed Control and can result in a new agreement both in scope of service and cost. At any time the WBPOG may cancel this agreement by paying for all services provided to that date and informing Aqua-Weed Control of the cancellation.

The WBPOG assumes responsibility for the distribution of the required lake treatment notice according to EGLE regulations (at least 7 days before the first application and not more than 45 days before). The lake treatment notice may be distributed electronically and/or by insertion/inclusion in your spring newsletter or by other means to comply with Michigan law. The WBPOG authorizes Aqua-Weed Control to file documents with the EGLE to secure a permit and any permit amendments that may be required for chemical treatment of the water body. The WBPOG may be the permit applicant (permittee) and warrants that they have control of the lake bottom land where chemical treatment is requested to be performed and/or have obtained permission from all riparian owners for the pesticide applications proposed before treatment takes place and can satisfy State of Michigan law regarding such control requirements. The WBPOG is responsible for all permit fees.

When using granular 2,4-D and/or granular endothal a drinking water well set back is required by the EGLE. They are: 75' from all wells; 250' from wells less than 30' deep (not very common). EGLE may request well location information as part of the permit application. The WBPOG is responsible for locating the drinking water wells around the water body if requested.

By signing below, the WBPOG understands and accepts the risk of fish kills which are naturally and artificially inherent with any waterbody (road salt / sediment runoff, temperature fluctuations, etc...). Because of oxygen depletion concerns resulting in fish kills, particularly during the warmest months of the summer, herbicide and algicide applications must be limited. Even with limited treatments, the risk of a fish kill remains. Aqua-Weed Control Inc. will take steps to limit the possibility of a fish kill event.

The WBPOG agrees to indemnify and hold harmless Aqua-Weed Control and its employees, agents, officials and officers for, from and against any and all claims and causes of action arising from and in connection with the lawful chemical treatment of these waters.

### **Treatment Plan:**

File for your EGLE permit during the Fall/Winter after receipt of the required paperwork and permit fee.

Treat according to the agreed upon schedule below. These approximate dates can be adjusted per weather, plant growth, and your request. Please call to adjust these dates and for additional treatments. Please call to request a pre-season survey.

Regarding the treatment, primary target plants are exotic species such as Eurasian Water Milfoil and Curly-Leaf pondweed. Treat for targeted plants using current best management practices. Nuisance milfoils aggressively treated using systemic herbicides such as 2,4-D and/or Triclopyr or contact herbicides. Nuisance pondweeds and algae's controlled as permitted by the EGLE using contact herbicides and algaecides. Treatment for lilies and other emergent plants as permitted, 40' x 40' near docks and beaches plus boat paths, using systemic herbicides, glyphosate and/or flumioxazin. Permit amendments may be required to treat native plants which EGLE may or may not approve. Targeted plant control effects expected 3 weeks post treatment.

Products are applied via surface and subsurface injection and/or granular application equipment. Aqua-Weed Control employs a large fleet of application boats, and other specialty equipment to respond to any conceivable weed control project on any size lake. Water body is posted with yellow water use restrictions signs before each application.

**Pricing:** Season Plan. Pay one price for the season plus the required EGLE permit fee.

Three (3) treatments are planned...two weed and algae plus one algae only

Seven (7) Bacteria Treatments per year in the Canal along with Three (3) Cattails treatments in the North Canal

Season total invoiced after first application.

Year	2022	2023	2024	2025	2026
Costs	\$8500.	\$8600.	\$8750.	\$8850.	\$9000.

### **Treatment Schedule:**

1X	Late May	Weed and Algae Control
2X	Late June	Algae Control
3X	Late July	Weed and Algae Control

### **Additional services you may request:**

Water Quality Testing ..... \$250. Per test site  
Microcystin Field Testing ..... \$150. Per test site  
Microcystin lab test (includes overnight shipping)..... \$590. Per test

No charge for lake surveys required for treatment planning. No charge to attend your association meetings.



Bunny Run Contract 2022-2026  
- Page #2

**Permit Fee:** EGLE permit fee is **\$408**. Payable to "Aqua-Weed Control Inc.". The permit fee total includes a 2% credit card processing fee. Paying by credit card allows for much faster permit application processing and eliminates the possibility of lost and misplaced permit fee checks. Another benefit is no more waiting for checks to clear before the permit review process can begin. Paying by credit card also allows for greater tracking of each water body fee payment thru the process.

Aqua-Weed Control will pay your EGLE permit fee via credit card after receipt of the required forms and your permit fee check.

**Guarantee:** Aqua-Weed Control guarantees at least 90% control of the targeted exotic plants or we will re-treat the area at no additional charge! Control of targeted plants expected 3-4 weeks after treatment.

**Insurance:** Aqua-Weed Control is insured as required by law, however, being an "Additional Insured" adds you to our policy and would require our insurance company to defend you and your association against a claim. Because of the additional cost incurred, we must charge \$50. for this additional coverage. We will supply a "Certificate of Insurance" at no charge. The "Certificate of Insurance" is documentation that we have insurance. Do you wish to be an "additional insured"? YES ☐ [If yes, \$50. will be added to your first invoice of the summer.]

**Posting:** Aqua-Weed Control will post the yellow water use restriction signs along the shoreline as legally required via stakes, stapling to larger trees or the best available alternative unless otherwise advised in writing by the WBPOG and then authorized by the EGLE. The WBPOG agrees to remove all posted water restriction signs after the longest restriction date has expired.

**Cooperation:** The WBPOG agrees to reasonably cooperate with Aqua-Weed Control regarding aquatic weed treatments and related matters.  
The WBPOG shall provide Aqua-Weed Control with a readily usable boat access to the water body.

**Representative of Authority:** The WBPOG represents and warrants that its representative has full authority to sign and bind the WBPOG to this contract and addendum documents such as the Authorization form .

**Accepted and agreed to by:** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_.

We agree to perform the above services for the agreed upon price. Because of the EGLE requirements and restrictions with respect to the amount and types of aquatic vegetation that we can control in a given water body / area (i.e. arrowheads, cattails, etc.) and environmental conditions (i.e. weather, water flow, plant chemical resistance, etc.) treatments may be limited. We value and appreciate each customer and will strive to achieve results that will satisfy your expectations. If at the time of treatment the job circumstances and conditions are different than anticipated we will discuss the problem before we do the treatment. These statements do not represent any change from the policies that we have successfully worked with since we began in 1975.



Blake Cuthbert  
Aqua-Weed Control, Inc.

April 15, 2021  
Date



6/7/2021

## INVOICES

### Total Checks

Non Board Bills	5/27/2021	\$8,631.69
Non Board Bills	6/2/2021	\$5,057.63
Board Bills	6/7/2021	\$2,394,561.39

<b>Total Invoices</b>		<b>\$2,408,250.71</b>
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void #132988	Due diligence	(\$3,571.00)
void #127112	Due diligence	(\$900.00)
void #129446	Due diligence	(\$100.00)

<b>Total Invoice Disbursements</b>		<b>\$2,403,679.71</b>
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## PAYROLL

### Total Gross

POC Firefighters	5/20/2021	\$5,856.80
Regular Pay	5/26/2021	\$219,000.97
Board Pay - Add'l from 1st qtr	5/28/2021	\$400.00

FICA Expenses		\$16,786.86
Benefit Expenses		\$142,175.38

<b>Total Payroll Disbursements</b>		<b>\$384,220.01</b>
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<b>Grand Total Disbursements</b>		<b>\$2,787,899.72</b>
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Due to the conversion to the Pooled Cash Fund, total disbursements include refunds from deposits, bonds & escrows which are not expenses to the township. The payroll check register shows deductions that are not expenses to the township.



**CHARTER TOWNSHIP OF ORION BOARD OF TRUSTEES**  
**2021 TRUTH-IN-BUDGETING**  
**PUBLIC HEARING MINUTES, MONDAY, MAY 17, 2021**

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**CALL TO ORDER.** The Charter Township of Orion Board of Trustees held a Public Hearing on Monday, May 17, 2021 at the Orion Center, 1335 Joslyn Road, Lake Orion, Michigan. The Public Hearing was held to provide an opportunity for members of the public to offer comments related to the 2021 proposed millage rates as it relates to the 2022 Budget.

**BOARD MEMBERS PRESENT:** Chris Barnett, Penny Shults, Donni Steele, Brian Birney, Julia Dalrymple & Mike Flood

**BOARD MEMBERS ABSENT:** Kim Urbanowski, *absent with notice*

**OTHERS PRESENT:**

Mike Pikels	Aaron Whatley	Shelby Van Buren
Michele Arquette-Palermo	Gary Roberts	Dan Kelly
Eileen Nolton	Tom Fisher	James Stevens
Theresa Fougne	Jeff Stout	Denise Burns
Lori Lynch	David Goodloe	

Supervisor Barnett convened the Public Hearing at 7:04 p.m.

The Public Hearing was held to afford the opportunity for public comment related to the 2021 proposed millage rates as it relates to the 2022 Budget.

Moved by Clerk Shults, seconded by Treasurer Steele, to adopt the Resolution Establishing the Proposed 2021 Millage Rates for the Charter Township of Orion, as presented.

AYES: Steele, Birney, Dalrymple, Flood, Barnett, Shults      ABSENT: Urbanowski  
NAYS: None      MOTION CARRIED

Held the Truth-in-Budgeting Public Hearing on proposed millage rates to be levied for 2021 in support of the 2022 budget.

Seeing and hearing no citizens were interested in providing comments related to the 2021 proposed millage rates as it relates to the 2022 Budget, Supervisor Barnett adjourned the Public Hearing at 7:08 p.m.

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Penny S. Shults, Clerk

Transcription: P. Shults

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Chris Barnett, Supervisor  
Charter Township of Orion



**CHARTER TOWNSHIP OF ORION BOARD OF TRUSTEES  
MINUTES, REGULAR MEETING, MONDAY, MAY 17, 2021**

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**1. CALL TO ORDER.** The Charter Township of Orion Board of Trustees held a regular meeting on Monday, May 17, 2021 via video conference and in person at Orion Center, 1335 Joslyn Road, Lake Orion, MI 48360. Supervisor Barnett called the meeting to order at 7:00 p.m.

**BOARD MEMBERS PRESENT:** Chris Barnett, Penny Shults, Donni Steele, Brian Birney, Julia Dalrymple, Mike Flood – All members present in person.

**BOARD MEMBERS ABSENT:** Kim Urbanowski, absent with notice

**OTHERS PRESENT:**

Mike Pikels	Aaron Whatley	Shelby Van Buren
Michele Arquette-Palermo	Gary Roberts	Dan Kelly
Eileen Nolton	Tom Fisher	James Stevens
Theresa Fougne	Jeff Stout	Denise Burns
Lori Lynch	David Goodloe	

**2. VIRTUAL MEETING INSTRUCTIONS.**

**3. INVOCATION AND PLEDGE.** Clerk Shults gave the invocation, followed by the Pledge of Allegiance.

**4. PUBLIC HEARING - Truth-in-Budgeting.** The Public Hearing was held to afford the opportunity for public comment related to the 2021 proposed millage rates as it relates to the 2022 Budget.

Moved by Clerk Shults, seconded by Treasurer Steele, to adopt the Resolution Establishing the Proposed 2021 Millage Rates for the Charter Township of Orion, as presented.

AYES: Steele, Birney, Dalrymple, Flood, Barnett, Shults      ABSENT: Urbanowski  
NAYS: None      MOTION CARRIED

**5. PROCLAMATION - Gun Violence Awareness Day 2021.** Supervisor Barnett proclaims Gun Violence Awareness Day 2021.

**6. PRESENTATION - Citizen of the Month.** Supervisor Barnett honored Sammy and Anthony Taormina, twins with Autism who inspire their community through understanding, accepting, and embracing others.

**7. APPROVAL OF BILLS.** Moved by Treasurer Steele, seconded by Trustee Flood to authorize payment of bills in the amount of \$2,962,279.91 and payrolls in the amount of \$293,037.86, for a total disbursement of funds in the amount of \$3,255,317.77, as presented.

AYES: Barnett, Shults, Steele, Birney, Dalrymple, Flood      ABSENT: Urbanowski      NAYS: None  
MOTION CARRIED

**8. PUBLIC COMMENT.** (3 minutes or less) \*Board does not respond during public comment. Public comment was heard.



**CHARTER TOWNSHIP OF ORION BOARD OF TRUSTEES  
MINUTES, REGULAR MEETING, MONDAY, MAY 17, 2021**

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**9. APPROVAL OF AGENDA.** Human Resources removed 10.L. Hire Programmer – Parks & Recreation. Supervisor Barnett added 10.L. Tuition Reimbursement Request – Conner Reiter, added 11.B. Outdoor Assembly Application Process Update, 11.C. Toshiba Agreement, and 11.D. April 5, 2021 Emergency Orders Discussion.

Moved by Trustee Flood, seconded by Trustee Birney to approve the agenda, as amended.  
MOTION CARRIED

**10. CONSENT AGENDA.**

**A. Minutes – Regular Meeting, May 3, 2021.** Approve, as presented.

**B. Request for Waiver of Fees- Leader Dog for the Blind.** Waive Alberici Lodge rental fees for the Leader Dogs for the Blind puppy training program.

**C. Outdoor Assembly Permit - Dino Stroll.** Approved the permit.

**D. Outdoor Assembly Permit - Michigan Flower, Art & Home Improvement.** Approve the permit.

**E. Michigan Municipal League Membership.** Approve the Michigan Municipal League membership renewal and authorize the payment in the amount of \$7,699.00.

**F. Authorize Engineering for Polly Ann Trail Parking Lot.** Authorize engineering expenses for the Orion Center/Polly Ann Trail Paving Project, at a cost not to exceed \$9,200.00.

**G. Wildwood/Agawam Partnership Agreements.** Approve the Partnership Agreements with Orion.Events and Johnny Blacks, and authorize the Township Supervisor to execute the same.

**H. Committee Resignation and Appointment - Environmental Resource Committee.** Accept Environmental Resource Committee resignations from Debbie Leveski and Michele Arquette-Palermo and appoint Denise Burns as a Voting Member for a term expiring 12-31-2022, and Thomas Fisher as a Voting Member for a term expiring 12-31-2023, and post the remaining vacancy for an Alternate.

**I. Job Descriptions Update.** Approve the updates to the Full-Time and Part-Time status of Building Clerk positions resulting in on Full-Time Building Clerk and one Part-Time Assessing Clerk and corresponding job descriptions effective May 18, 2021.

**J. First Quarter Treasurer Reports.** Receive and file reports, as presented.

**K. Set Corridor Improvement Authority (CIA) Interest rate for 2022.+** Approve an interest rate of 1.5% for the remaining 15 year term of the Baldwin Road Corridor Improvement Authority Promissory Note.



**CHARTER TOWNSHIP OF ORION BOARD OF TRUSTEES  
MINUTES, REGULAR MEETING, MONDAY, MAY 17, 2021**

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**L. Tuition Reimbursement Request – Conner Reiter.** Authorize Conner Reiter to take the Permaculture course and approved reimbursement in an amount not to exceed \$2,079.00, contingent upon all requirements as listed in the Tuition Reimbursement Policy.

Moved by Trustee Flood, seconded by Trustee Birney to approve the Consent Agenda, as amended.

AYES: Steele, Birney, Dalrymple, Flood, Barnett, Shults      ABSENT: Urbanowski  
NAYS: None      MOTION CARRIED

**11. PENDING BUSINESS.**

**A. Adopt Millage Rates (Action After Hearing).** Moved by Clerk Shults, seconded by Treasurer Steele, to adopt Resolution establishing actual 2021 millage rates for the Charter Township of Orion, as presented, and direct the Clerk and Supervisor to sign the 2021 tax rate request and submit to Oakland County.

AYES: Birney, Dalrymple, Flood, Barnett, Shults, Steele      ABSENT: Urbanowski  
NAYS: None      MOTION CARRIED

**B. Outdoor Assembly Application Process Update.** Moved by Trustee Flood, seconded by Trustee Birney, to approve the updated application and process for receiving, routing, reviewing, and approving Outdoor Assembly applications.

AYES: Dalrymple, Flood, Barnett, Shults, Steele, Birney      ABSENT: Urbanowski  
NAYS: None      MOTION CARRIED

**C. Toshiba Agreement.** Moved by Trustee Flood, seconded by Trustee Birney, to approve the Agreement with Toshiba Business Solutions – Michigan, authorize the Township Supervisor to execute the same.

AYES: Flood, Barnett, Shults, Steele, Birney, Dalrymple      ABSENT: Urbanowski  
NAYS: None      MOTION CARRIED

**D. April 5, 2021 Emergency Orders Discussion.** Moved by Clerk Shults, seconded by Trustee Birney, to rescind the Emergence Order of April 15, 2021 effective June 1, 2021.

AYES: Steele, Birney, Dalrymple, Flood, Barnett, Shults      ABSENT: Urbanowski  
NAYS: None      MOTION CARRIED

**12. REPORTS.**

**A. Police/Fire Reports.** Moved by Trustee Birney, seconded by Clerk Shults, to receive and file the reports, as presented.  
MOTION CARRIED

**B. CIA - FY 2019 Annual Report on Status of Tax Increment Financing Plan.** Moved by Trustee Flood, seconded by Treasurer Steele, to receive and file the report, as presented.  
MOTION CARRIED



**CHARTER TOWNSHIP OF ORION BOARD OF TRUSTEES  
MINUTES, REGULAR MEETING, MONDAY, MAY 17, 2021**

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**C. CIA - FY 2020 Annual Report on Status of Tax Increment Financing Plan.** Moved by Trustee Flood, seconded by Treasurer Steele, to receive and file the report, as presented.  
MOTION CARRIED

**D. Federal Government's Emergency Broadband Benefit.** Moved by Clerk Shults, seconded by Trustee Birney, to receive and file the report, as presented.  
MOTION CARRIED

**13. PUBLIC COMMENT.** Public Comment was heard.

**14. BOARD MEMBER COMMENTS.** Board member comments were heard.

**15. ADJOURNMENT.** Moved by Treasurer Steele, seconded by Trustee Birney to adjourn.  
MOTION CARRIED The meeting was adjourned at 8:47 p.m.

Transcription: Penny Shults

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Penny S. Shults, Clerk

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Chris Barnett, Supervisor  
Charter Township of Orion



**CHARTER TOWNSHIP OF ORION BOARD OF TRUSTEES  
MINUTES, SPECIAL MEETING, TUESDAY, MAY 25, 2021**

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**1. CALL TO ORDER.** The Charter Township of Orion Board of Trustees held a special meeting on Tuesday, May 25, 2021 via video conference. Supervisor Barnett called the meeting to order at 9:02 a.m.

**BOARD MEMBERS PRESENT:** Chris Barnett, Penny Shults, Donni Steele, Brian Birney, Julia Dalrymple, Mike Flood, Kim Urbanowski – All members present via video conference, Oakland County, MI.

**BOARD MEMBERS ABSENT:** None

**OTHERS PRESENT:**

Dan Kelly  
Aaron Whatley

Samantha Timko  
Deanna Calloway

John Pender

**2. APPROVAL OF AGENDA.** Supervisor Barnett added Purchase: Fire Department LED Lighting, Hire Full Time IT/AV Technician – Supervisor's Office, and Update Job Description.

Moved by Clerk Shults, seconded by Trustee Flood, to approve the agenda as amended.  
MOTION CARRIED

**3. PENDING BUSINESS.**

**A. Resolution: Friends of Camp Agawam – MLCC Special License Application.** Moved by Clerk Shults, seconded by Trustee Flood to approve the MLCC Certified Resolution of the Membership of the Board of Directors authorizing the application for the Friends of Camp Agawam to serve alcohol on June 4, July 30, July 31, and August 1, 2021 at Camp Agawam, located at 1301 W. Clarkston Road, Lake Orion, MI 48362.

AYES: Birney, Steele, Dalrymple, Urbanowski, Flood, Barnett, Shults      ABSENT: None  
NAYS: None      MOTION CARRIED

**B. Fire Department LED Lighting.** Moved by Clerk Shults, seconded by Trustee Dalrymple to approve the purchase of parts and labor from Graybar Electric Company, using the OMNIA Partners contract for LED lighting for Fire Stations 2 & 4 at a cost not to exceed \$33,335.

AYES: Steele, Dalrymple, Urbanowski, Flood, Barnett, Shults, Birney      ABSENT: None  
NAYS: None      MOTION CARRIED

**C. Hire Full Time IT/AV Technician – Supervisor's Office.** Moved by Trustee Flood, seconded by Trustee Birney to hire David Raftery as IT/AV Technician – Supervisor's Office, a salary portion at the annual rate of \$65,000 per year, full time, full benefits, effective July 1, 2021.

AYES: Dalrymple, Urbanowski, Flood, Barnett, Shults, Birney, Steele      ABSENT: None  
NAYS: None      MOTION CARRIED



**CHARTER TOWNSHIP OF ORION BOARD OF TRUSTEES  
MINUTES, SPECIAL MEETING, TUESDAY, MAY 25, 2021**

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**D. Update Job Description.** Moved by Clerk Shults, seconded by Treasurer Steele to approve the updates to the Parks Superintendent job description effective May 25, 2021 and approve posting of position.

AYES: Urbanowski, Flood, Barnett, Shults, Birney, Steele, Dalrymple      ABSENT: None

NAYS: None      MOTION CARRIED

**4. PUBLIC COMMENT.** Public Comment was not heard.

**5. BOARD MEMBER COMMENTS.** Board member comments were heard.

**6. ADJOURNMENT.** Moved by Trustee Flood, seconded by Treasurer Steele, to adjourn.

MOTION CARRIED    The meeting was adjourned at 9:36 a.m.

Transcription: Penny Shults

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Penny S. Shults, Clerk

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Chris Barnett, Supervisor  
Charter Township of Orion





# Charter Township of Orion

2525 Joslyn Rd., Lake Orion MI 48360  
www.oriontownship.org

Phone: (248) 391-0304

## Agenda Item Summary

**To:** Board of Trustees  
**From:** Penny Shults, Township Clerk  
**Meeting Date:** June 7, 2021  
**Memo Date:** May 28, 2021  
**Subject:** Request Sign Fee Waiver - Young Life 5k

---

☒ Consent ☐ Pending

### REQUEST

Young Life is hosting a 5k on June 5th, 2021 at Friendship Park at 8:00 a.m. and is requesting a waiver of the sign fee.

### REASON

Young life is a non-profit group. The signs have been placed throughout the Township with prior permission.

### PROCESS

Please see the attached sign application..

### RECOMMENDATION (MOTION)

Board Action would be to waive the \$25.00 sign fee for Young Life.





Charter Township of Orion Building Department  
2525 Joslyn Road, Lake Orion, MI 48360  
Phone: 248-391-0304 Ext. 6000

## Temporary Sign Permit Application

PERMIT #: P

### I. LOCATION OF SIGN:

Address: Intersections throughout LO.

City: Lake Orion

State: MI

Zip Code:

### II. APPLICANT INFORMATION:

Name of Business/Organization: Younglife

Contact Name: Chad Cromwell

Street Address: 298 Coats Rd

City: Lk. Orion

State: MI

Zip Code: 48362

Business Complex Name:

Phone # (Daytime): 248-249-9398

Cell Phone #: Same

Email Address: chad.cromwell@gobrightdrop.com

### III. TEMPORARY SIGN INFORMATION:

**\*\* Temp. Sign is a 30 Day Permit w/2 Renewals (Annually) \*\***

Type of Sign:

Banner ☐

Blade ☐

A-Frame ☒

Start Date: 5/19/21

End Date: 6/4/21

Size of Sign: 18" x 24"

approx. 15-20

#### \* NOTES:

Com'l Property - No more than 32 sqft.

Residential Property - No more than 16 sqft.

\* No closer than 10 ft. from road surface.

#### A. Renewals:

1st Renewal: (30 days)

Start Date:

End Date:

2nd Renewal: (30 days)

Start Date:

End Date:

### III. APPLICANT SIGNATURE:

Applicant Signature: [Signature]

Date: 5/17/21

Print Name: Chad Cromwell

Property Owner Signature:

Date:

Print Name:

	Fees	Total
Commercial (30 day Permit)	\$50.00	
Renewal (each renewal)	\$25.00	
Online Fee	\$2.00	
TOTAL PERMIT COST:		\$

#### OFFICE USE ONLY


Approved By:

Date:

Denied By:

Denied Reason:



Family Fun! Early bird discount! T-shirts! 5K and 1 Mile Fun Run Medals! 



**Young Life 5K — June 5<sup>th</sup>, 2021**  
**Friendship Park @ 8am**

17

**LET'S**  **RACE**  
Lake Orion







## Agenda Item Summary

**To:** Board of Trustees  
**From:** Ashley Coyle, Budget & Procurement Director  
**Meeting Date:** June 7, 2021  
**Memo Date:** June 4, 2021  
**Subject:** Credit Card Usage Policy

☒ Consent ☐ Pending

### REQUEST

To add additional positions to the Credit Card Usage Policy.

### REASON

In 2020, the Township switched their credit card provider to Chase in an effort to offset the annual fees charged by banking with Chase. Annually, a rebate will be issued to Orion Township based on a percentage of the total charges put on the credit card. In an effort to maximize the rebate, the township has been paying many utility bills and annual renewals on the credit card. These charges are routinely placed on the Budget Director's credit card. Chase recommended the Township utilize a "Department" credit card for "Accounts Payable." This card would be in the name of "Accounts Payable" vs an individual's name. This would allow utility charges, and various annual renewals to be charged appropriately and would allow the Township to run reports in Chase to see how each department utilizes the credit card. Additionally, it would still allow for these expenses to qualify towards the annual rebate. All the credit card charges (for all positions) are reviewed by the Budget & Procurement Director, the Township Clerk, the Township Treasurer and the statements are provided to the Township Board.

The Township added an IT/AV Technician in the 2021 budget, with the hiring approved by the Township Board at the June 25, 2021 Special Meeting, effective July 1, 2021. Due to the role of this position, it is recommended by the Township Supervisor to add the IT/AV Technician to the credit card usage policy.

### PROCESS

Please review attached change.

### RECOMMENDATION (MOTION)

To authorize the 'position' of 'Accounts Payable' to be issued a credit card and adding the IT/AV Technician position to the list of positions issued a credit card in the name of the employee holding that position.





# Charter Township of Orion

2525 Joslyn Rd., Lake Orion MI 48360  
www.oriontownship.org

Department: Treasurer	Policy Number:
Affected Locations: All	Revised by: Ashley Coyle, Budget & Procurement
<b>Policy:</b> <b>CREDIT CARD USE</b> PA 266 of 1995	

- A. The Township Supervisor, in conjunction with the Treasurer, is responsible for issuing, accounting for, monitoring, retrieving and generally overseeing compliance with the Township's Credit Card Policy. Such duties may be delegated to other personnel or officials, in accord with Township spending, bidding, and procurement polic(ies) and with approval of the Board of Trustees.
- B. Township credit card(s) may be used only for the purchase of goods or services for the official business of the Township. One card shall be issued in the name of the Township Supervisor. In the event it is deemed necessary by the Township Board to issue additional cards to effect the business of the Township, issuance shall be limited, and issued in the name of the employee holding, the following positions: Township Clerk, Township Treasurer, Township Fire Chief, Assistant Fire Chief, Parks & Recreation Director, Park Superintendent, Director of Public Works, Water & Sewer Superintendent, Building Official, Planning & Zoning Director, Budget & Procurement Director, OCSO Substation Lieutenant Commander, Chief Assistant to the Supervisor, and IT/AV Technician.

Additionally, one card shall be issued as a Department Card for the Accounts Payable Coordinator to be used for accounts payable when deemed by the Township Supervisor, the Township Clerk, the Township Treasurer, and/or the Budget & Procurement director as appropriate. The physical card shall be held in the Treasurer's safe.

All authorized users of any issued card shall abide by the then current spending and procurement polic(ies) of the Township.

- C. The Township Official who uses a Township credit card shall, as soon as possible, submit a copy of the vendor's credit card slip to the Township Treasurer or designated official described in A. above. If no credit card slip was obtained that describes the transaction, the official shall submit a signed voucher that shows the name of vendor or entity from which goods or services were purchased, the date and amount of transaction, the official business that required the transaction, and the chart of account number indicating the line item to which the transaction is to be charged. All credit card slips shall include this information as well. Vouchers shall also include a statement why a credit card slip was not obtained.



**Policy:****CREDIT CARD USE**V05; 06-07-2021; Page 2 of 2

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- D. Any official who is issued a credit card is responsible for its protection and custody. If a credit card is lost or stolen, the Township Treasurer or designated official described in A. above shall be notified. The entity issuing the lost or stolen credit card shall be immediately notified to cancel the card.
- E. The Township Supervisor's Office shall review each credit card statement as soon as possible to ensure that transactions comply with Township policy. Any transactions that appear on the statements that are not documented with a credit card slip or a signed voucher shall be immediately investigated. Transactions that do not appear to comply with this policy shall be reported to the Township Supervisor, who shall inform the Board of any violation or irregularity in report form.
- F. The Township Board shall not approve a payment to the entity issuing the credit card until all transactions have been verified, including the approval of the transaction invoices if issued.
- G. The balance including interest due on an extension of credit under the credit card arrangement shall be paid for within not more than 30 days of the initial statement date.
- H. The credit card statement and itemized allocation spreadsheet will routinely be included in the Board meeting packet.

**Revisions**

<b>Rev</b>	<b>Board Action Date</b>	<b>Description</b>	<b>Author</b>
00	04/18/2011	Original Policy	
01	04/06/2015		
02	05/21/2018		
03	06/03/2019		
04	11/16/2020		Steele
05	06/07/2021	Add AP Department Card and IT/AV Technician position	Coyle





## Agenda Item Summary

**To:** Board of Trustees  
**From:** Ashley Coyle, Budget & Procurement Director  
**Meeting Date:** June 7, 2021  
**Memo Date:** June 3, 2021  
**Subject:** Resolution - Interfund Transfer

☒ Consent ☐ Pending

### REQUEST

To clarify accounting transfers made in the fiscal years 2019 and 2020 between the Fire Fund(s) and Host Fee Fund.

### REASON

In 2019, the Township Board of Trustees authorized an interfund loan of \$1,014,792.00 from the 417-Host Fee Fund to the 406-Fire Capital Improvement Fund for the Fire Station 3 remodel project. In 2020, the Township's 206-Fire Fund paid back a total of \$628,649.95 to the 417-Host Fee Fund, since the 406-Fire Capital Improvement Fund was expired. Based on the 2020 audit, it was requested that the Township make certain transfers as outlined in the attached Resolution to Authorize an Interfund Transfer to reflect reimbursement of the 417-Host Fee Fund from the 406-Fire Capital Improvement Fund (the Fund that the Host Fee transferred funds to in 2019), rather than the 206-Fire Fund.

### PROCESS

\$549,260.22 will first need to be transferred back from the 417-Host Fee Fund to the 206-Township Fire Fund since the 206-Fire Fund did not receive the original loan and should not have made the initial repayment. Then, a total of \$628,649.95 (the initial payment plus an additional contribution from the Fire Fund Balance) will be transferred from the 206-Fire Fund to the 406-Fire Capital Improvement Fund, which will allow for the final transfer of the \$628,649.95 repayment from the 406-Fire Capital Improvement Fund to the 417-Host Fee Fund.

### RECOMMENDATION (MOTION)

I move to approve the Resolution to Authorize an Interfund Transfer of \$549,260.22 from the 417-Host Fee Fund to the 206-Township Fire Fund; followed by a transfer of \$628,649.95 from the 206-Township Fire Fund to the 406-Fire Capital Improvement Fund; followed by a transfer in the amount of \$628,649.95 from the 406-Fire Capital Improvement Fund to the 417-Host Fee Fund.





## Agenda Item Summary

**To:** Board of Trustees  
**From:** Ashley Coyle, Budget & Procurement Director  
**Meeting Date:** June 7, 2021  
**Memo Date:** June 3, 2021  
**Subject:** Resolution - Forgiveness of Interfund

☒ Consent ☐ Pending

### REQUEST

To forgive the remaining \$386,142.05 loan from the 417 Host Fee Fund to 406 Fire Capital Improvement Fund.

### REASON

In 2019, the Township Board authorized an interfund loan of \$1,014,792.00 from the 417-Host Fee Fund to the 406-Fire Capital Improvement Fund for the Fire Station 3 remodel project. In 2020, the 406-Fire Capital improvement fund reimbursed the 417-Host Fee Fund \$628,649.95. It has been determined that the remaining loan balance does not need to be repaid, and as such, the Township Auditors have requested the attached Resolution to Forgive Portion of an Interfund Loan be approved by the Township Board.

### PROCESS

If approved, the Resolution will be filed and maintained as public record that the 406-Fire Capital Improvement Fund and the 206-Fire Fund have been forgiven of any obligation to reimburse the remaining balance of the \$386,142.05 of the original transfer of \$1,014,792.00 from the 417-Host Fee Fund.

### RECOMMENDATION (MOTION)

I move to approve the Resolution to forgive any obligation of the 406 Fire Capital Improvement Fund or the 206 Fire Fund to reimburse the 417 Host Fee for the remaining balance of an outstanding interfund loan in the amount of \$386,142.05.





## Agenda Item Summary

**To:** Board of Trustees  
**From:** Ashley Coyle, Budget & Procurement Director  
**Meeting Date:** June 7, 2021  
**Memo Date:** June 3, 2021  
**Subject:** Resolution - Dissolution of Fire Fund - Fund 406

☒ Consent ☐ Pending

### REQUEST

To dissolve the 406-Fire Capital Improvement Fund at the end of 2021, with any remaining funds and assets to be transferred to the 206-Fire Fund.

### REASON

The 406-Fire Capital Improvement Fund's millage expired in 2019. This fund will not be receiving any additional revenue. To streamline accounting, the request would be to close this fund and transfer any remaining assets and/or funds to the 206-Fire Fund.

### PROCESS

As part of the year-end close out, the Accounting Controller will transfer any remaining assets and/or funds from the 406-Fire Capital Improvement Fund to the appropriate accounts within the 206-Fire Fund.

### RECOMMENDATION (MOTION)

I move to approve the Resolution to Dissolve the 406-Fire Capital Improvement Fund as of December 31, 2021, with all remaining assets and/or funds to be transferred to the 206-Fire Protection Fund as of that date.





# Charter Township of Orion

2525 Joslyn Rd., Lake Orion MI 48360  
www.oriontownship.org

Phone: (248) 391-0304

## Agenda Item Summary

**To:** Board of Trustees  
**From:** Ashley Coyle, Budget & Procurement Director  
**Meeting Date:** June 7, 2021  
**Memo Date:** May 26, 2021  
**Subject:** Heather Lakes Special Assessment District Deficit Elimination Plan

☒ Consent ☐ Pending

### REQUEST

To approve the Heather Lakes Street Lighting Special Assessment District Deficit Elimination Plan.

### REASON

The Heather Lakes Street Lighting Special Assessment District had a deficit in 2020 based upon the early payment of an invoice in the amount of \$4,513.46. As a result, pursuant to State law, 1971 PA 140, Sec. 21(2), the Township is required to file a Deficit Elimination Plan. Because the payment was mistakenly made on or about December 27, 2020, within the fiscal year of 2020, the \$4,513.46 deficit can now be paid out of the 2021 revenues and approved budget. The Township's Director of Budget and Procurement, Ashley Coyle, has prepared the appropriate Deficit Elimination Plan per the State statute.

### PROCESS

Per State law, when a Special Assessment District is in deficit at the end of its fiscal year, the State Treasury Department will require a Deficit Elimination Plan. The deficit in this case was created when a payment was made on or about December 27, 2020, for a 2021 expense. As a result, the Board must approve by resolution a Deficit Elimination Plan accounting for the \$4,513.46 deficit. Contained in the packet is a proposed resolution providing for same.

### BUDGET

Fund Name:	263 - Heather Lakes SAD
Purchase Order Number:	NA
Budget Adjustment Needed:	<input type="checkbox"/>

Project/Grant Tracking?	<input type="checkbox"/>
Expected Invoice Date:	NA
Reviewed by Budget Director:	<input checked="" type="checkbox"/>

### RECOMMENDATION (MOTION)

I move to approve the Resolution Approving the Heather Lakes Street Lighting Special Assessment District Deficit Elimination Plan and authorize the Township Supervisor and Clerk to execute any and all documentation necessary to submit the Deficit Elimination Plan in a timely manner.



**CHARTER TOWNSHIP OF ORION  
COUNTY OF OAKLAND  
STATE OF MICHIGAN**

**RESOLUTION APPROVING HEATHER LAKES SPECIAL  
ASSESSMENT DISTRICT DEFICIT ELIMINATION PLAN**

At a regular meeting of the Township Board of the Charter Township of Orion, Oakland County, Michigan (the “Township”), held on the 7<sup>th</sup> day of June 2021.

PRESENT:

ABSENT:

The following Resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**WHEREAS**, in 2009, the Township Board of Trustees authorized the Heather Lakes Street Lighting Special Assessment District (“SAD”) by establishing the SAD and by Resolution confirming the special assessment roll; and

**WHEREAS**, the Heather Lakes Street Lighting SAD was created for the purpose of providing street lighting in the residential subdivision of Heather Lakes and was otherwise authorized by the Township and Village Public Improvement and Public Service Act, Act 116 of 1923, MCL 41.411; and

**WHEREAS**, pursuant to Township authorization and State law, on an annual basis, the Charter Township of Orion collected certain monies which benefited from the street lighting SAD and made payments for the operation and expenses related to said street lighting; and

**WHEREAS**, on or about December 27, 2020, the Charter Township of Orion mistakenly made payment in the amount of \$4,513.46 for an expense which was not due nor budgeted until 2021; and

**WHEREAS**, as a result of the mistaken payment of \$4,513.46 in 2020, there were insufficient funds in the Heather Lakes street lighting SAD fund resulting in a deficit; and



**WHEREAS**, in compliance with the Glenn Steil State Revenue Sharing Act of 1971, 1971 PA 140, Section 21(2), the Charter Township of Orion has prepared a Deficit Elimination Plan based upon the 2021 budget showing revenues in excess of the 2020 deficit and 2021 expenditures for the Heather Lakes street lighting SAD; and

**WHEREAS**, the Charter Township of Orion Board of Trustees, having reviewed the proposed Deficit Elimination Plan and otherwise being fully advised, do hereby state the following:

**NOW, THEREFORE, BE IT RESOLVED THAT** the Charter Township of Orion does hereby recognize and acknowledge that a payment of \$4,513.46 was mistakenly made in 2020 from the Heather Lakes street lighting SAD fund, resulting in a deficit in the SAD Fund 263 and therefore requiring a Deficit Elimination Plan being filed with the State of Michigan Department of Treasury; and

**BE IT FURTHER RESOLVED THAT** the Charter Township of Orion Board of Trustees, having reviewed the Heather Lakes street lighting SAD's Deficit Elimination Plan and having confirmed sufficient revenues in the approved 2021 SAD budget, does hereby, pursuant to the Glen Steil State Revenue Sharing Act of 1971, 1971 PA 140, Section 21(2), approve the Deficit Elimination Plan which in fiscal year 2021 shall resolve the deficiency created by the inadvertent early payment of \$4,513.46 in fiscal year 2020.

RESOLUTION DECLARED ADOPTED.

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_



**CERTIFICATION**

STATE OF MICHIGAN       )  
  ) ss  
COUNTY OF OAKLAND     )

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted at a regular meeting of the Charter Township of Orion, Oakland County, Michigan, on the 7<sup>th</sup> day of June, 2021, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 7<sup>th</sup> day of June, 2021.

---

Clerk Penny Shults  
Charter Township of Orion





## Agenda Item Summary

**To:** Board of Trustees  
**From:** Robert Duke, EFO, Fire Chief  
**Meeting Date:** June 7, 2021  
**Memo Date:** June 3, 2021  
**Subject:** Michigan Emergency Management Assistance Compact (MEMAC) Resolution

---

☒ Consent ☐ Pending

### REQUEST

The Fire Department is requesting Board approval of a resolution to join the Michigan Emergency Management Assistance Compact (MEMAC).

### REASON

The Michigan Emergency Management Assistance Compact (MEMAC) establishes a system for providing mutual aid to localities in Michigan in the event of a catastrophe or major disaster where existing mutual aid agreements become exhausted. MEMAC is a voluntary agreement between governmental units in Michigan. MEMAC was approved by the Governor in 2006 and was issued under the authority of Public Act 390 of 1976, as amended.

### PROCESS

Following Board review of the attached packet of information regarding MEMAC, should the Board authorize and approve entering into this statewide mutual aid agreement, the Township Supervisor will sign the compact on behalf of the Township, and forward the Board Resolution and all other required documents and information to the Oakland County Clerk's Office.

### RECOMMENDATION (MOTION)

"I move to approve the Resolution to adopt the Michigan Emergency Management Assistance Compact and authorize the Township Supervisor to execute the corresponding Agreement."



**CHARTER TOWNSHIP OF ORION  
COUNTY OF OAKLAND  
STATE OF MICHIGAN**

**RESOLUTION TO PARTICIPATE IN THE MICHIGAN EMERGENCY  
MANAGEMENT ASSISTANCE COMPACT (MEMAC)**

At a regular meeting of the Township Board of the Charter Township of Orion, Oakland County, Michigan (the “Township”), held on the \_\_\_\_ day of June, 2021.

PRESENT:

ABSENT:

The following Resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**WHEREAS**, the State of Michigan Emergency Management Act, Act 390 of the Public Acts of 1976, as amended MCL 30.401 *et. seq.*, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

**WHEREAS**, the Michigan Emergency Management Assistance Compact (“MEMAC”) is an initiative of the Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) designed to help Michigan’s local political subdivisions share vital public safety services and resources more effectively and efficiently; and

**WHEREAS**, incidents that may require a need for large-scale mutual aid include fire, severe weather, chemical spills, explosions or nuclear incidents, and MEMAC is intended to encompass “all hazards” that are of such scope, resources of many jurisdictions are required; and

**WHEREAS**, MEMAC is intended to supplement rather than replace existing local mutual aid agreements already in place to handle “routine” public safety services among neighboring jurisdictions and fire departments; and



**WHEREAS**, no single local entity can afford to maintain all of the resources necessary in the event of a large-scale disaster and mutual aid, and MEMAC provides for the leveraging of resources and establishes a system for requesting and providing emergency assistance with pre-established reimbursement guidelines; and

**WHEREAS**, MEMAC enhances cooperation, pre-planning, and the prompt leverage of essential resources such as people and equipment from areas of availability to areas of need and also helps contain liability exposure to those who provide assistance; and

**WHEREAS**, disasters occur at the local level, and the vast majority of disaster response resources (people, facilities, materials, and equipment) are located at the local level where a large-scale mutual aid arrangement can provide rapid emergency assistance from surrounding areas to those in need, allowing jurisdictions to provide and receive assistance. If a significant emergency strikes, a response can be mobilized in an organized manner while minimizing the occurrence of “self-deploying” resources; and

**WHEREAS**, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Act 390 of the Public Acts of 1976, as amended among political subdivisions within the State.

**NOW, THEREFORE, BE IT RESOLVED**, that in order to maximize the prompt, full, and effective use of resources of all participating governments in the event of an emergency or disaster, the Charter Township of Orion hereby adopts the Michigan Emergency Management Assistance Compact which is incorporated by reference; and

**BE IT FURTHER RESOLVED**, that the Township Supervisor is authorized to sign all contract documents consistent with this Resolution.

**RESOLUTION DECLARED ADOPTED.**



YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

**CERTIFICATION**

STATE OF MICHIGAN        )  
  ) ss  
COUNTY OF OAKLAND    )

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted at a regular meeting of the Charter Township of Orion, Oakland County, Michigan, on the \_\_\_\_\_ day of June, 2021, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this \_\_\_\_\_ day of June, 2021.

\_\_\_\_\_  
Clerk Penny Shults  
Charter Township of Orion





# Fact Sheet

## *Michigan Emergency Management Assistance Compact (MEMAC)*

The Michigan Emergency Management Assistance Compact (MEMAC) establishes a system for providing mutual aid to localities in Michigan in the event of a catastrophe or major disaster where existing mutual aid agreements become exhausted. MEMAC is a voluntary agreement between governmental units in Michigan. The agreement sets forth a system to provide large-scale mutual aid assistance in the event of an emergency of such significance it appears beyond the capability of local resources to handle. MEMAC was approved by the Governor in 2006, and was issued under the authority of Public Act 390 of 1976, as amended.

### **Who Can Join MEMAC?**

- Governmental units that may join MEMAC include: the State of Michigan, counties, municipalities, townships, political subdivisions, federally recognized tribal nations, and “interlocal public agencies.”

### **How Does a Governmental Unit Join MEMAC?**

Follow five simple steps:

1. The Chief Executive must sign the Compact;
2. A resolution from the governmental unit must be provided;
3. A letter regarding the type of insurance for five defined lines of insurance must be provided to the Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD);
4. A list of authorized contacts must be submitted to the MSP/EMHSD; and
5. A copy of the resolution is filed with the County Clerks Office.

### **What Type of Hazards can MEMAC be Activated?**

- MEMAC is intended to cover “all hazards” that are of such scope resources of many jurisdictions are required. Incidents that may require a need for large-scale mutual aid include fire, severe weather, chemical spills, explosions, or nuclear incidents.

### **Are there disadvantages of joining MEMAC?**

- There are no disadvantages to joining MEMAC. Pre-planning is always better than no planning.
- MEMAC is a way to leverage resources and provide assistance when needed.

### **What is the Difference between MEMAC and EMAC?**

- MEMAC is intrastate, jurisdiction helping jurisdiction within the State of Michigan.
- The Emergency Management Assistance Compact (EMAC) is interstate; state helping state.
- By being a MEMAC member, you or your resources are eligible to be deployed out of state as a part of EMAC.
- All of the benefits of MEMAC apply to EMAC.



**Main Benefits of MEMAC Membership**

- When a significant emergency strikes, a large-scale response can be mobilized in an organized manner allowing jurisdictions to provide assistance, while minimizing the occurrence of “self deploying” resources.
- Reimbursement for assistance provided is set forth in a pre-agreement.
- Liability issues are addressed.
- Command structure and lines of authority are defined before an emergency occurs.

**Main Benefits of MEMAC in an Emergency**

- It establishes a system for requesting and providing emergency assistance with pre-established reimbursement guidelines.
- It helps contain liability exposure to those who provide assistance.
- It enhances cooperation, pre-planning, and the prompt leverage of essential resources (people and equipment) from areas of availability to areas of need.

**Main Benefits of Mutual Aid**

- Disasters occur at the local level, and the vast majority of disaster response resources (people, facilities, materials and equipment) are located at the local level. Mutual aid can provide rapid emergency assistance from surrounding areas to those in need. (Many fire departments do this already, but usually only in localized areas.)
- No single entity can afford to maintain all of the resources necessary in the case of a large-scale disaster. Mutual aid provides for the leveraging of resources.

**Important Features of MEMAC for State and Local Government**

- MEMAC is activated upon request by the local government through the Compact terms of agreement.
- MEMAC is not a state mandate to provide assistance. MEMAC is a mutual aid system, whereby both the requesting and providing parties agree to terms.
- Participation in MEMAC is voluntary.

**For Additional Information and to Become a Signatory:**

Contact F/Lt. Ralph Hobrat of the MSP/EMHSD at [Hobratr@michigan.gov](mailto:Hobratr@michigan.gov) or (517) 333-5048.





# Charter Township of Orion

2525 Joslyn Rd., Lake Orion MI 48360  
www.oriontownship.org

Phone: (248) 391-0304

## Agenda Item Summary

**To:** Board of Trustees  
**From:** Chris Barnett, Supervisor  
**Meeting Date:** June 7, 2021  
**Memo Date:** May 25, 2021  
**Subject:** Cable Commission Reappointment

☒ Consent ☒ Pending

### REQUESTS

Sarah Paine's term on the Orion Community Cable Communication Commission expires June 30, 2021. She has expressed an interest in continuing to serve on the Cable Commission.

### REASON

### PROCESS

### RECOMMENDATION (MOTION)

Appoint Sarah Paine as an appointee of the Township Board to a new two year term expiring June 30, 2023, on the Orion Community Cable Communication Commission.





# Charter Township of Orion

2525 Joslyn Rd., Lake Orion MI 48360  
www.oriontownship.org

Phone: (248) 391-0304

## Agenda Item Summary

**To:** Board of Trustees  
**From:** Chris Barnett, Supervisor  
**Meeting Date:** June 7, 2021  
**Memo Date:** May 25, 2021  
**Subject:** PPAC Member Changes

☒ Consent ☐ Pending

### REQUESTS

There are two vacancies to fill on the Parks & Paths Advisory Committee.

1. Michele Arquette-Palmero has turned in a notice of resignation, effective immediately. We received an application to serve on this committee from Elizabeth Pike, and it is mine and Aaron Whatley's recommendation to appoint her to fill the vacancy.
2. Tim Williams has missed three (3) meetings of the Parks & Paths Advisory Committee. Per the Parks & Paths Advisory Committee Bylaws, the removal process is: "Any member of the Committee may be removed by the Charter Township of Orion Board with cause by his/her unexcused absence of three (3) meetings during a single three-year term without notice, the Chairperson may request that a member be asked to resign, with a report to that effect shall be sent to the Township Supervisor along with a request to remove that member from the Committee and any office held by that member shall be vacated." It is our recommendation to remove Tim Williams and appoint Tom Fisher, who has expressed an interest in serving on this committee.

### REASON

### PROCESS

### RECOMMENDATION (MOTION)

Accept Michele Arquette-Palermo's resignation with regret, and appoint Elizabeth Pike to fill the vacancy for a term that expires 12-31-2021; and remove Tim Williams and appoint Tom Fisher to fill that vacancy, for a term that expires 12-31-2023.





# Charter Township of Orion

2525 Joslyn Rd., Lake Orion MI 48360  
www.oriontownship.org

Phone: (248) 391-0304

## Agenda Item Summary

**To:** Board of Trustees  
**From:** Chris Barnett, Township Supervisor  
**Meeting Date:** June 7, 2021  
**Memo Date:** May 17, 2021  
**Subject:** Request for Fireworks Display

---

☒ Consent ☐ Pending

### REQUEST

Attached is an application from Indianwood Golf & Country Club for a fireworks display on June 25, 2021 (rain date July 9, 2021). The request has been reviewed by the Fire Department and Sheriff's Department, and their comments are attached.

### REASON

### PROCESS

### RECOMMENDATION (MOTION)

Approve the request contingent upon the display being conducted in full compliance with the current code for fireworks displays, and all required social distancing rules being followed.

attachments





# Charter Township of Orion

3365 Gregory Rd., Lake Orion MI 48359  
www.oriontownship.org

**Fire Department**

Phone: (248) 391-0304, ext. 2000

Fax: (248) 309-6993

Date: April 21, 2021

To: Julianne Savard, Administrative Assistant

Re: 2021 Indianwood Golf & Country Club Fireworks Display

The Orion Township Fire Department has reviewed the proposed documentation and recommends approval of the display with the following requirements:

1. The proposed fireworks display shall be compliance **NFPA 1123: Code for Fireworks Display, 2018 Edition.**

If you have any questions, please contact our office at 248.391.0304.

Sincerely,

*Jeffrey Williams*

Jeffrey Williams, Fire Marshal  
Orion Township Fire Department



# 2021 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY  
OF CITY, VILLAGE OR TOWNSHIP  
BOARD ONLY

DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256

The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc. under the Americans with Disabilities Act, you may make you needs known to this Legislative Body of City, Village or Township Board.

TYPE OF PERMIT(S) (Select all applicable boxes)

- ☐ Agricultural or Wildlife Fireworks ☐ Articles Pyrotechnic ☒ Display Fireworks
- ☒ Public Display ☐ Private Display
- ☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

NAME OF APPLICANT <b>Indianwood Golf &amp; Country Club</b>		ADDRESS OF APPLICANT <b>1081 Indianwood Road, Lake Orion, MI 48362</b>	AGE OF APPLICANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER <b>Keith Aldridge</b>		ADDRESS OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER <b>1081 Indianwood Road Lake Orion, MI 48362</b>	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	TELEPHONE NUMBER <b>248 693-9100</b>
NAME OF PYROTECHNIC OPERATOR <b>Great Lakes Fireworks, LLC</b>		ADDRESS OF PYROTECHNIC OPERATOR <b>3275 W. M-76, PO Box 276 West Branch, MI 48661</b>	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
NO. YEARS EXPERIENCE <b>20+</b>	NO. DISPLAYS <b>200+</b>	WHERE <b>Throughout Michigan</b>	
NAME OF ASSISTANT <b>TBD</b>		ADDRESS OF ASSISTANT <b>24805 Marine Ave, Eastpointe, MI 48021</b>	AGE OF ASSISTANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
NAME OF OTHER ASSISTANT <b>TBD</b>		ADDRESS OF OTHER ASSISTANT	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
EXACT LOCATION OF PROPOSED DISPLAY <b>1081 Indianwood Road, Lake Orion, MI 48362</b>			
DATE OF PROPOSED DISPLAY <b>June 25, 2021 (Rain: 7/9/2021)</b>		TIME OF PROPOSED DISPLAY <b>Approx. 10:00 pm</b>	
MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT <b>Stored at federally licensed facility until date of display.</b>			
AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) <b>\$5,000,000</b>		NAME OF BONDING CORPORATION OR INSURANCE COMPANY <b>McGowan Allied Specialty</b>	
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY <b>140 Fountain Parkway, North Suite 570, St Petersburg FL 33176</b>			
NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)		
<b>Approx. 480</b>	<b>3" shells</b>		
<b>Approx. 140</b>	<b>4" shells</b>		
<b>Approx. 100</b>	<b>5" shells</b>		
<b>Approx. 6</b>	<b>Various barrage cakes 3" and smaller</b>		
SIGNATURE OF APPLICANT <b>KA</b>		DATE <b>4/20/2021</b>	



# GREAT LAKES FIREWORKS

3275 W. M-76 • West Branch, MI 48661 • Office: 989.726.5040 • Fax: 989.726.5041 • greatlakesfireworks.com

THIS CONTRACT AND AGREEMENT for the sale of Fireworks made and concluded this 29th day of March 2021, and between GREAT LAKES FIREWORKS, LLC of Eastpointe, Michigan, (hereinafter referred to as "Great Lakes"), And INDIANWOOD GOLF & COUNTRY CLUB, (hereinafter referred to as "Customer").

## GREAT LAKES agrees:

1. To sell, furnish and deliver to Customer, fireworks to be exhibited on the following dates set forth and agreed upon at the time of signing this contract and Customer agrees to pay Great Lakes for the fireworks as follows:  
Display Date(s): June 25, 2021 Alternate Date(s): July 9th, 2021  
Contract Amount: \$ 6,000; Fifty percent (50%) due upon signing the contract and balance due on date of display. All payments shall be made by draft or certified check payable to Great Lakes Fireworks, LLC. Great Lakes will assess a \$25.00 late charge and a 7% per annum late fee on balances not paid in full by the display date.
2. Great Lakes further agrees to furnish sufficiently trained personnel to present a display.
3. Great Lakes agrees to furnish Customer with liability insurance in the amount of \$5,000,000 and other coverages as identified in the COI attached.

## CUSTOMER agrees:

4. To procure and furnish a suitable place to display said fireworks, to furnish the necessary police and fire protection; to secure all police, local, and state permits, and to arrange for any security bonds or insurance as required by law in their community when necessary.
5. Prior to, during, and immediately following the display, Customer shall be solely responsible to keep all persons (except employees of Great Lakes) out of the designated danger areas and behind safety zone lines and limits.
6. Immediately following the display, Great Lakes, to the best of its ability, will police the area for any misfires ("duds"). Great Lakes agrees to police the area again at "first light." Great Lakes will pick up misfires for disposal. If Customer must move misfires for safety reasons, Customer understands that the misfires are only to be handled by trained personnel. Customer is responsible for debris clean up and the refilling of any holes.
7. Customer agrees to hold harmless Great Lakes for any liability caused by other than the employees or products supplied by Great Lakes

## The PARTIES mutually agree:

8. Should inclement weather prevent firing of said display on the "Display Date(s)," then it will be understood the program is postponed and will be fired on the "Alternate Date(s)," and there will be a charge to cover the costs of the postponement of ten percent (10%) of the contract amount. If the program is not fired on either the "Display Date(s)" or the "Alternate Date(s)," then it will be understood the program is cancelled; and there will be an additional charge of ten percent (10%) of the contract amount to cover the cancellation costs.
9. Great Lakes reserves the exclusive right to make minor modifications and substitutions provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character, or display performance.
10. If the location of the firing site, spectators' location, parking areas, or structures is deemed unsuitable or unsafe, Great Lakes may refuse to fire the display until conditions are corrected. If such conditions are not corrected, Great Lakes may cancel the display without further liability to the Customer for such cancellation.
11. In the event of fire, accident, strikes, delay, flood, act of God or other causes beyond the control of Great Lakes, which prevent the delivery of said materials, the parties hereto release each other from any and all performances of the covenants herein contained and from damages resulting from the breach thereof.

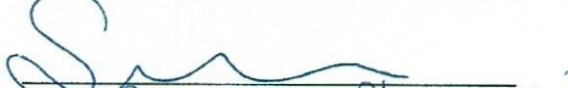
Amendments: \_\_\_\_\_

For: GREAT LAKES FIREWORKS, LLC



Bruce Tyree, Member

For: INDIANWOOD GOLF & COUNTRY CLUB

  
Name: Samantha Strozynski  
Title: Clubhouse Manager



# GREAT LAKES FIREWORKS

3275 W. M-76 • West Branch, MI 48661 • Office: 989.726.5040 • Fax: 989.726.5041 • greatlakesfireworks.com

## COMMUNICATION SHEET

PLEASE COMPLETE AND RETURN WITH YOUR SIGNED CONTRACT

### CUSTOMER INFORMATION

Name Indianwood Golf & Country Club  
Address 1081 Indianwood Road  
Lake Orion, MI 48361

### FIRING SITE INFORMATION

Location Indianwood Golf & Country Club  
Address 1081 Indianwood Road  
Lake Orion, MI 48361  
Contact Samantha Strozynski  
Cell 586.354-3063

### CONTACT PERSON

Name Samantha Strozynski  
Address 1081 Indianwood Road  
Lake Orion, MI 48361  
Cell/Office c: 586.354-3063  
Fax 248.693.6006  
Email Samantha@iwgcc.com

### SHOW INFORMATION

Date June 25, 2021  
Rain Date July 9, 2021  
Time Approx. 10:00pm (Dusk)

### AUTHORITY HAVING JURISDICTION

Fire Marshal / Fire Chief (Circle one)

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Cell/Office \_\_\_\_\_

### ALTERNATE CONTACT

Name Courtney Ahearn/Suzanne Sharpe  
Address 1081 Indianwood Road  
Lake Orion, MI 48361  
Cell/Office c: 810.583.9383 c: 810.441.3630  
Fax 248.693.6006  
Email crystal@iwgcc.com

### DIRECTIONS TO SITE FROM MAJOR HIGHWAY

N- off I-75(Exit 81), M24 Lapeer Rd near the Palace of Aubrun Hills

N To Indianwood Rd +M24 - Left on Indianwood Rd

Clubhouse will be on the left.

### INSURANCE

Contract/certificate holder name \_\_\_\_\_

Additionally insured names \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McGowan Allied Specialty 140 Fountain Parkway, North Suite 570 St Petersburg FL 33176	<b>CONTACT NAME:</b> Brenda Thomas <b>PHONE (A/C, No, Ext):</b> 727-547-3034 <b>FAX (A/C, No):</b> 727-367-2918 <b>E-MAIL ADDRESS:</b> bthomas@mcgowanallied.com
<b>INSURED</b> Great Lakes Fireworks, LLC 24805 Marine Eastpointe MI 48021	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> T.H.E. Insurance Company <b>INSURER B:</b> Accident Fund Insurance Company of America <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

License#: 973  
GREALAK-13NAIC #  
12866  
10166**COVERAGES****CERTIFICATE NUMBER:** 833700163**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	CPP0100711-11	1/15/2021	1/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CPP0100711-11	1/15/2021	1/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		ELP0010168-11 VL	1/15/2021	1/15/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	ARP1200148040-02 MI	1/15/2021	1/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A A	Excess liability GL Inland Marine / Hull		ELP0011852-06 GL CPP0100711-11 CPP010071111	1/15/2021 1/15/2021 1/15/2021	1/15/2022 1/15/2022 1/15/2022	Ea Occur/Agg Limit 4,000,000 Hull Limit/Show Limit 250,000/500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Display Date: June 25, 2021 Rain Date: July 9, 2021 Location: 1801 Indianwood Road, Lake Orion, MI 48631

RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured:

Orion Township including all its elected and appointed officials, employees, volunteers, boards, commissions, and/or other authorities; Indianwood Golf &amp; Country Club and its officials, employees, members, volunteers, boards, commissions and/or other authorities

Cert #: 21022

**CERTIFICATE HOLDER****CANCELLATION**Indianwood Golf & Country Club  
1801 Indianwood Road  
Lake Orion MI 48631

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# Indianwood Golf and Country Club June 28, 2019 (Rain date: June 29, 2019)





**From:** Toth, Daniel R <tothd@oakgov.com>  
**Sent:** Monday, May 17, 2021 3:36 PM  
**To:** Julianne Savard <jsavard@oriontownship.org>  
**Subject:** RE: Fireworks Display Request to Review

I have reviewed the fireworks display request.

Due to previous displays, we do not have any issues or concerns



**Lieutenant Daniel R. Toth**  
Commander – Orion Twp. Substation

2525 Joslyn Rd. | Lake Orion, MI 48360  
Office: 248-393-0093 | Fax: 248-393-0236  
Email: [tothd@oakgov.com](mailto:tothd@oakgov.com)  
Web: [www.oaklandsheriff.com](http://www.oaklandsheriff.com)

## ***Oakland County Sheriff's Office***

**OFFICIAL SECURITY NOTICE:** This E-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. Sec. 2510-2521, is confidential and may be official, proprietary or legally privileged. The information is solely for the use of the addressee named above. If you are not the intended recipient, any disclosure, copying, distribution, or other use of the contents of this information is strictly prohibited. No confidentiality or privilege is waived or lost by any mistransmission. If you receive this message in error, please immediately delete it and all copies of it from your system, destroy any hard copies of it and notify the sender. You must not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message if you are not the intended recipient. If you have received this E-mail in error, please notify us by return E-mail and delete this message. Thank you.





# Charter Township of Orion

2525 Joslyn Rd., Lake Orion MI 48360  
www.oriontownship.org

Phone: (248) 391-0304

## Agenda Item Summary

**To:** Board of Trustees  
**From:** Chris Barnett, Supervisor  
**Meeting Date:** June 7, 2021  
**Memo Date:** May 24, 2021  
**Subject:** Bunny Run Lake Water Quality Control SAD #2  
Public Hearing on Cost Estimate

☐ Consent ☒ Pending

### REQUESTS

The public hearing on the cost estimate and work plan will be held on Monday, June 7, 2021.

### REASON

### PROCESS

After the hearing is held, the Board has the following options:

1. Adopt the attached resolution authorizing preparation of the Special Assessment Roll as presented, or
2. Adopt the attached resolution authorizing preparation of the Special Assessment Roll as modified (by removing/adding properties), or
3. Drop the project (for any reason the Board chooses).

### RECOMMENDATION (MOTION)

As appropriate after the public hearing.

attachment







**Charter Township of Orion  
Bunny Run Lake Water Quality Control SAD #2**

**Resolution #2 to Authorize Spreading the Roll**

At a regular meeting of the Board of Trustees of the Charter Township of Orion, Oakland County, Michigan, held at the Orion Township Hall, 2525 Joslyn Rd., Lake Orion, Michigan, on Monday, June 7, 2021, the following resolution was offered by \_\_\_\_\_, seconded by \_\_\_\_\_.

**Recitals**

- A. This is the time and date fixed for hearing and considering any objections to the improvement of Bunny Run Lake and to the Special Assessment District tentatively established thereto.
- B. Petitions have been received by the Township signed by record owners of the land whose total percentage constitutes more than 50% of the total land area of the proposed Special Assessment District described in this Resolution for the purpose of establishing such District for the improvement described in this Resolution.
- C. Plans and specifications for the proposed improvement, including an estimate of cost, have been prepared by the Township.
- D. A public hearing has been held as required by law.

**Therefore, Be It Resolved:**

- 1. The petitions described in Recital "B" are hereby determined to be sufficient to proceed with the improvement.
- 2. This Board hereby approves the plans and cost estimate for the improvement as prepared by the Township.
- 3. This Board does hereby determine to proceed with the improvements set forth as described in the plans.
- 4. This Board does hereby designate a Special Assessment District to be assessed for said improvement, for a period of five (5) years, or until a petition to discontinue the special assessment district is received with signatures that represent a majority of the properties in the district, consisting of the following properties:

09-01-276-001	09-01-277-031	09-01-427-044	09-01-427-048	09-01-427-038	09-01-278-056	09-01-278-055	09-01-278-062
09-01-278-052	09-01-276-006	09-01-277-030	09-01-427-016	09-01-427-047	09-01-427-053	09-01-278-063	09-01-278-047
09-01-278-048	09-01-278-053	09-01-278-050	09-01-277-026	09-01-427-043	09-01-427-025	09-01-427-052	09-01-278-058
09-01-278-064	09-01-278-049	09-01-278-019	09-01-278-065	09-01-277-004	09-01-427-042	09-01-427-046	09-01-427-034
09-01-427-049	09-01-426-007	09-01-278-034	09-01-278-054	09-01-278-066	09-01-277-003	09-01-427-008	09-01-427-045
09-01-427-020	09-01-427-030	09-01-427-051	09-01-278-035	09-01-278-022	09-01-278-010	09-01-277-022	09-01-427-041

- 5. Periodic redeterminations of the cost of the improvement shall be necessary in the future, without a change in the boundaries in said Special Assessment District. The projected incremental increases are ten (10%) percent per year for the term of the improvement without additional public hearings.
- 6. The Supervisor shall make a Special Assessment District Roll assessing one hundred (100%) percent of the amount contained in the cost estimate for said improvement against the lands in said Special Assessment District, on which Roll shall be entered and described all parcels of land to be assessed with the names of the respective owners thereof, if known, and the total amount to be assessed against each parcel of land, which amount shall be the relative portion of the whole sum to be levied against all parcels of land in said Special Assessment District as the benefit to such parcel of land bears to the total benefit of all parcels of land in said Special Assessment District.
- 7. When the Supervisor shall have completed said Special Assessment District Roll, he shall affix thereto his certificate, as required by law, and report the same to this Board.



8. The Special Assessment shall be payable in annual installments, which become due at such time as the Board shall hereafter determine.
9. This Board shall meet at a date and time to be set at a future meeting to hear and consider any objections submitted by any interested persons with respect to the Special Assessment Roll. The Township Clerk shall give notice of the hearing by publishing a notice twice prior to the hearing in the LAKE ORION REVIEW, a newspaper circulating in the Charter Township of Orion, and also, by mailing a copy of the notice, by first class mail, to each owner of, or party in interest in, property located within the proposed Special Assessment District, whose name appears upon the last Township tax assessment records, and also to any railroad companies as required by Section 4 of Act 188, Public Acts of 1954, as amended. The first publication and the mailing of the notice shall take place at least ten (10) days prior to the date and time of the hearing.

---

Ayes:

Nays:

Absent:

---

**Certification**

*I, Penny S. Shults, the duly elected Clerk of the Charter Township of Orion, Oakland County, Michigan, hereby certify that the foregoing is a true copy of a Resolution adopted at a regular meeting of the Orion Township Board held on Monday, June 7, 2021.*

---

*Penny S. Shults*  
*Clerk*





# Charter Township of Orion

2525 Joslyn Rd., Lake Orion MI 48360  
www.oriontownship.org

Phone: (248) 391-0304

## Agenda Item Summary

**To:** Board of Trustees  
**From:** Chris Barnett, Township Supervisor  
**Meeting Date:** June 7, 2021  
**Memo Date:** June 3, 2021  
**Subject:** Master Plan Update Discussion

---

☐ Consent ☒ Pending

### REQUEST

The request is to provide Township Board recommendations to the Planning Commission pertaining to the Master Plan update.

### REASON

The Planning Commission is currently in the process of updating the Township's five-year Master Plan and is requesting recommendations from the Township Board on potential updates to the Master Plan.

### PROCESS

N/A.

### RECOMMENDATION (MOTION)

As appropriate after discussion.





## Agenda Item Summary

**To:** Board of Trustees  
**From:** Donni Steele, Township Treasurer and Tammy Girling, Planning and Zoning Director  
**Meeting Date:** June 7, 2021  
**Memo Date:** May 25, 2021  
**Subject:** Payment in lieu of construction of safety path for API Consulting

☐ Consent ☒ Pending

### REQUEST

The Parks and Path Advisory Committee recommends to the Board of Trustees that instead of installing a safety path along the south side of Clarkston Road, in front of API Consulting (PC-2021-40), owner agrees to reimburse Orion Township Safety Path Fund \$11,000 in lieu of construction.

### REASON

API Consulting located at 339 W. Clarkston Road (09-14-100-008) is adding an additional 860 square feet to their existing 550 square foot existing office building. According to Ordinance #78- any construction/addition to a parcel, developer (owner) will install a safety path along the roadway of their property. On April 7th, this project went before the Planning Commission for waivers on specific items, including waiving placing the path. During the meeting the P/C recommended to waive safety path construction, pending the review of Parks and Patch committee their decision about construction or payment in lieu of construction. To follow our safety path ordinance #97- Section 5, B., this went before the newly formed parks and path committee for their recommendation.

### PROCESS

The Parks and Path Committee had a meeting on May 20th discussed that placing the path would not be a current benefit to our residents because there is not a safety path along the South side of Clarkston Road east of the Polly Ann Trail; the cost of mobilizing for a single parcel is much greater than a path along many parcels simultaneously. Therefore, it was motioned to have the owner to reimburse the Safety Path Fund approximately half of the OHM estimate; please see attached.

### RECOMMENDATION (MOTION)

In lieu of construction an 8' safety path along the front of 339 W. Clarkston Road, the developer/owner agrees to reimburse the Orion Township Safety Path Fund \$11,000 - prior to final construction and building approval process.





**OPINION OF PROBABLE COST**

**OHM Advisors, Inc.**  
**1827 N. Squirrel Road, Auburn Hills, MI 48326**

**Telephone: (248) 751-3100**

**PROJECT: API Consulting**

**DATE: Apr 29, 2021**

**PROJECT NO. 0121-21-1071**

**BASIS FOR OPINION: [X] CONCEPTUAL [] PRELIMINARY [] FINAL**

**ESTIMATOR: JL**

**Remove and Replace**

**CHECKED BY: ML**

**Work:** Construct 8' wide HMA pathway along property frontage at API Consulting on W. Clarkston Rd. Assumed length is 135'.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	\$3,500.00	\$3,500.00
2	Erosion Control, Silt Fence	135	ft	\$3.00	\$405.00
3	Subgrade Undercutting, Type II (Modified)	10	Cyd	\$30.00	\$300.00
4	Station Grading - Pathway	1.35	Sta	\$2,250.00	\$3,037.50
5	Aggregate Base, 4 inch	135	Syd	\$14.00	\$1,890.00
6	Shared use Path, HMA	23	Tons	\$150.00	\$3,450.00
7	Sidewalk Ramp, Conc, 6 inch	210	SFT	\$7.00	\$1,470.00
8	Curb Ramp Opening, Conc	24	ft	\$23.00	\$552.00
9	Topsoil, Seed and Mulch, 3 inch	100	Syd	\$5.00	\$500.00

Construction Subtotal	\$15,104.50
Contingency (10%)	\$1,600.00
Topo and Design Engineering (10%)	\$1,600.00
Construction Services (15%)	\$2,300.00

**PROJECT TOTAL \$20,700.00**

**Assumptions:** 1. Unit price averages taken from MDOT Bid Letting for 2021.  
2. RCOC Permit will be required for this work.



# CHARTER TOWNSHIP OF ORION PLANNING COMMISSION

## \*\*\*\*\* MINUTES \*\*\*\*\*

### REGULAR MEETING, WEDNESDAY, APRIL 7, 2021

The Charter Township of Orion Planning Commission held a regular meeting on Wednesday, April 7, 2021, at 7:00pm at the Orion Township Community Center, 1335 Joslyn Rd., Lake Orion, Michigan 48360

**\*Please note this meeting was also available virtually via a "GoToMeeting" #599-669-285\***

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#### **PLANNING COMMISSION MEMBERS PRESENT (Commissioner location):**

Scott Reynolds, Chairman  
Don Gross, Vice-Chairman  
Joe St. Henry, Secretary

Don Walker, PC Rep to ZBA  
Kim Urbanowski, BOT Rep to PC

#### **PLANNING COMMISSION MEMBERS ABSENT:**

Garrett Hoffman, Commissioner  
Jessica Gingell, Commissioner

#### **1. OPEN MEETING**

Chairman Reynolds opened the meeting at 7:00 pm.

#### **2. ROLL CALL**

As noted

#### **CONSULTANTS PRESENT:**

Rodney Arroyo, (Township Planner) of Giffels Webster  
Eric Fazzini, (Township Planner) of Giffels Webster  
Eric Pietsch, (Township Planner) of Giffels Webster  
Mark Landis (Township Engineer) of Orchard, Hiltz, and McCliment, Inc.  
Tammy Girling, Township Planning & Zoning Director

#### **OTHERS PRESENT:**

Daniel Spatafora	Brian Omilian
Pam Omilian	Daniel Rhoton
Angie Aldridge	Tom Kalas
Dominic Goric	

#### **3. MINUTES**

A. 03-17-21, Planning Commission Workshop Meeting Minutes

B. 03-17-21, Planning Commission Regular Meeting Minutes

Moved by Secretary St. Henry, seconded by Commissioner Walker to **approve** both sets of minutes, as submitted. **Motion carried**

#### **4. AGENDA REVIEW AND APPROVAL**

Moved by Vice-Chairman Gross, seconded by Secretary St. Henry, to **approve** the agenda as presented. **Motion carried**

#### **5. BRIEF PUBLIC COMMENT – NON-AGENDA ITEMS ONLY**

None

#### **6. CONSENT AGENDA**

None

#### **7. NEW BUSINESS**

A. PC-2021-38, Canterbury Village, Modify Existing Site Condominium, located at 2359 Joslyn Ct., (parcel 09-21-251-004).



Chairman Reynolds asked if the applicant was present?

Ms. Angie Aldridge, co-owner of Canterbury Village, 525 Indianwood Rd. presented.

Ms. Aldridge stated that they are selling Yates building to them and creating a new parcel off of Canterbury Village. They were there for two variances for the north and the east. The south setback is good at 92-ft. the west setback moved 40-ft. to be in compliance. She added that if they look north, they have two setbacks there, 23-ft. and 8-ft. It butts up to the sidewalk, they are not selling the sidewalk, which will remain Canterbury Village's property. The sidewalk has always been on the lot line even when Stan Aldridge owned Canterbury Village and Yates was the Bullpen. When Stan bought the Bullpen, it became all of Canterbury Village. They are looking for the variance north it is supposed to be 30-ft. and they have two variances of 23-ft. and 8-ft. Chairman Reynolds stated that she was there tonight to subdivide the condominium unit, so they are just reviewing condo documents. He added that will be a future step that will be dependent upon their approval at this phase. Ms. Aldridge said she thought that this was for the approval of the two variances. Chairman Reynolds stated that this was to approve the division of land, and the next step is going to be a variance that they are seeking, and will be a condition of this motion. Chairman Reynolds said that the overview of splitting off the building was accurate. Ms. Aldridge apologized and said she thought she was there for a variance. Chairman Reynolds said that will be a different Board, it will be another process after this. It may be helpful to have the professional consultants walk them through, and then they will turn it back if there was anything else, she would like to add.

Planner Fazzini read through his review date stamped March 31, 2021.

Engineer Landis read through his review date stamped March 24, 2021.

Vice-Chairman Gross said that this appeared to be straight forward application. The site is currently developed, no additions or modifications are being proposed to the site. The lot split application has been reviewed by the Township Attorney and he was satisfied with the appropriate Master Deed and documents, and there are appropriate easements provided in the lot split for the subject parcels.

Moved by Vice-Chairman Gross, seconded by Commissioner Walker, that the Planning Commission approve KALGW LLC's application to subdivide condominium Unit 1 located within the condominium know as "Canterbury Village" into two units, subject to the recording of the "First Amendment to Master Deed Canterbury Village" as reviewed by the Township Attorney.

Discussion on the motion:

Chairman Reynolds said that sometimes these are a little complicated but since it is zoned (SP-1) and this is a separate condominium area if this was ever to be sold off partially, in the future, he asked if that creates any issues with setbacks? He questioned if it was a separate lot or if it was a whole? Planner Fazzini said that unit 3 would need to meet setbacks, there are 4 units within the condo, 2 are general common element areas. The units with buildings and improvements on them will need to meet setbacks and the standard district requirements. Unit 3 appeared to be the only one that may have some questions, and they can work with the Planning & Zoning Director on that as far as what is nonconforming or what needs a variance.

Chairman Reynolds said his concern was that they are creating a nonconforming lot which they cannot do, so technically they have to deny with a motion to approve if they



receive approval from the ZBA. Planner Fazzini said that they have not reviewed the plan on the screen that indicates the setbacks, so they have not verified if there are standards that are met or not, that is something that still needs to be done.

Chairman Reynolds asked if it was the north and east setbacks? Ms. Aldridge replied correct. Chairman Reynolds said that when there is a variance requested it is denied at this level but approved if the variances are approved. Secretary St. Henry questioned if they don't have to come back? Chairman Reynolds replied correct. He added that if they are fine with the lot split, he thought that they were creating a nonconforming lot. Secretary St. Henry said so a conditional approval? Chairman Reynolds stated that there are already conditions, but it needs to go to the ZBA, but it is not in the motion currently.

Vice-Chairman Gross amended the motion, Commissioner Walker re-supported to include that this was subject to granting the approval of any necessary setback waivers by the Zoning Board of Appeals.

**Roll call vote was as follows:** Walker, yes; St. Henry, yes; Gross, yes; Urbanowski, yes Reynolds, yes. **Motion carried 5-0.** (Hoffman & Gingell absent)

B. PC-2021-40, API Consulting Office Addition Site Plan, located at 339 W. Clarkston Rd. (parcel 09-14-100-008).

Chairman asked to be recused because he was in direct relationship to the drawings prepared by his office for API Consulting, and will come back for item 8A.

Moved by Trustee Urbanowski, seconded by Vice-Chairman Gross, to recuse Chairman Reynolds from the PC-2021-40, API Consulting site plan approval due to conflict of interest.

**Roll call vote was as follows:** St. Henry, yes; Urbanowski, yes; Walker, yes; Gross, yes. **Motion carried 4-0** (Hoffman & Gingell absent, Reynold recused)

Acting Chairman Gross asked if the applicant would like to make a presentation?

Mrs. Pam Omilian with API Consulting located at 339 W. Clarkston Rd. She was present with her husband Brian Omilian, and are life-long Lake Orion residents and are both business owners in Lake Orion. They were proposing an 860-ft. addition to their existing 550-sq. ft. existing office building. It currently houses their office, but they are growing. Their building is neighbored on the east side by the Orion Area Eagles club, and on the west side is an unoccupied building. They wanted to explain a few items that came up in the review and they are requesting some waivers due to the existing building that is already on the property. The first one was a Parking & Buffer setback waiver. The Parking & Buffer setback waiver is limited by the existing building and the existing driveway at that location. They have thoroughly researched it and it is still the best place for parking. The Trash Enclosure, they are also asking for a waiver from a trash enclosure, since they only need one trash receptacle. They use a residential bin they don't see a significant change or any request for an addition. They are a very small office and they are mostly paperless. The third thing was site lighting, there was a note referring to the lighting plans due to the small nature of the project they just wanted to keep the proposed lighting in line with what they already have on the existing portion of the building, and they have their lighting ordinances noted on the plans. The last item they had was the safety path. They understood the importance of safety paths but there is nothing on the south side of Clarkston Rd. from M24 except in front of the Speedway to Joslyn Rd. There is one right



across the street that goes from M24 to Baldwin. Their safety path would go nowhere and would adhere to the cost of their project because it is a very low-cost project.

Planner Fazzini read through his review date stamped March 31, 2021.

Engineer Landis read through his review date stamped March 31, 2021

Secretary St. Henry asked in regards to the waiver request for the Parking and the Greenbelt Waiver, he did agree that the existing driveway and the building footprint it is there and there is not a whole lot they can do about that. He thought it would be unreasonable not to allow that. In terms of the trash, he thought that residential trash pick-up was more than sufficient, especially since a lot of their business is paperless. Regarding the Planners and the Engineers talking about the safety path, there is no safety path. He didn't think he had ever seen anybody on that side of the road on a bike. He thought it was sufficient for that part of Clarkston Rd.

Trustee Urbanowski said she agreed with the safety path because the safety path on the other side of Clarkston is the one that is connected to all that beautiful stuff that they just recently have done, and thought that most people would be walking on that side of the street. She added that there is mostly just business on that side of the road. The covered trash area waiver she knew that they didn't have a lot of garbage.

Trustee Urbanowski questioned the parking setback, and asked if that was the front parking setback? Engineer Landis replied correct the northern parking. Trustee Urbanowski asked if that would be even more affected by the Road Commission? Engineer Landis replied yes; if they are measuring the setback from the Future Master Plan right-of-way, it would be 60-ft. off the center of the road would be the right-of-way, but if they are looking to give a waiver for that, that would be fine. Acting Chairman Gross said it would affect the landscaping setback, not parking within that area, so the parking would not be affected just the setback for the parking. Trustee Urbanowski said that it is an existing parking lot, and then the drive around as well. She added that in the Fire Marshal review, that it is the Fire Departments' recommendation that the gravel surface located in the access turnaround be paved. She thought if that should be paved because that was in the Fire Marshal report. Mrs. Omilian stated that was their plan to have it all paved, and it is plowed now even though it is gravel, but it will continue to be paved and plowed.

Trustee Urbanowski said that they have these plans now but some of these like the lighting sheets, and the landscaping, she asked if that was something that could be resubmitted and looked at again? Engineer Landis stated that he would be comfortable doing it as an administrative review of the plans if they wanted to make a motion to meet the conditions of their review except for the pathway if that is the way they are leaning.

Planner Fazzini said that the Parking Setback Waiver they could add that to the motion because they need that waiver on the west side, they could reference the front setback area, as well, if they desired. Otherwise, they would need to redesign and potentially shift that area. He added that on the lighting, it was unlikely that they will not meet the illumination levels at the property line. He said that one-foot candle was pretty high, so what they would be looking for is that the fixtures will cut off if there are pole lights in the parking lot, that don't exceed 20-ft. He thought that the lighting was relatively minor and could be changed without affecting the proposal substantially. The safety path question he said the process for not constructing a safety path is the payment in lieu, and that is a multi-step process with the Planning Commission and the Safety Path Advisory Committee, then that is ultimately decided by the board, so they could make a recommendation either way towards the safety path question.



Secretary St. Henry asked Engineer Landis if he was comfortable with making an administrative review on these items? Engineer Landis replied that he would be ok with that.

Acting Chairman Gross asked what API Consulting did? Mrs. Omilian replied that it was an accounting firm. Acting Chairman Gross asked how many customers do they have in a day. Mrs. Omilian replied not very many, it is mostly done virtually, especially now, but before they might have someone come in and drop stuff off, but there are four staff members and that is it. Acting Chairman said they have four people in the office, and then maybe an occasional client. Acting Chairman asked if their trash was just paper? Mrs. Omilian replied correct. Acting Chairman asked if it was handled manually as opposed to with a truck? Mrs. Omilian replied correct, they recycle and most of it is just paper in the garbage.

Acting Chairman Gross said the existing site was relatively narrow and it is confined by use on one side, the fraternal lodge, and then a future probably office on the other side that is currently on the market. Mrs. Omilian said it was on the market for lease.

Acting Chairman asked if there was a safety path on a Master Plan? Planning & Zoning Director Girling said whether it is on the Master Plan or not, the Planner is correct, that per the ordinance the plans should show the safety path, and then the Planning Commission can make a recommendation to the Safety Path Committee of whether they are to contribute in lieu of or construct it, and then the Safety Path Committee makes a recommendation to the Board that then decides whether they have to construct it or contribute in lieu of. If the vote is to contribute in lieu of, with the fact that it is not on the Master Safety Path plan they could have something contributing in lieu of that is considerably lower. It is ultimately not the Planning Commission's decision. Planner Fazzini said that this location is on the north side of Clarkston Rd., but the ordinance language overrides the map, even though it is not shown on the map on the south side of the road, it still has to go through that safety path ordinance process. Acting Chairman noted that there would be a couple of motions that would be required. One is relative to the Off-Street Parking Setback Waiver for the front parking along Clarkston Rd. The second motion would be for the Landscaping Greenbelt Waiver along the perimeter of the site. He thought that they discussed both of those, it was the existing parking and the waiver was a result of the future right-of-way for Clarkston Rd.

Acting Chairman said that the Landscaping Greenbelt Waiver is a result of the restricted site size in terms of its frontage. He added that a Covered Trash Area Waiver is required and justification has been presented for that, which is that there is no trash generated warranting a trash dumpster on the site. Then there would be a fourth waiver relative to a safety path on Clarkston Rd. as to whether that should be shown and or requesting a monetary donation in lieu of the safety path. He said that there should be separate motions for each of those. Mrs. Omilian said that the lot is very narrow but it was very deep, and they are not going to do anything with the woods in the back quarter of the lot. It is all wooded until they get to the wetlands, they plan to leave that wooded section there. She noted that it was one of the only lots that still have the woods in between the water and wetlands, and there is a good chunk of woods there, with landscape plants and mulch around the rest of it.

Commissioner Walker asked if they would be willing to put that preservation of the wooded area in their request today, that if they were to grant them the parking waiver, would it be ok to put that in the motion? Mrs. Omilian replied that would be fine.

Moved by Trustee Urbanowski, seconded by Commissioner Walker, that the Planning Commission **approves** a 9-ft. waiver from the required 20-ft. parking area to property line setback for PC-2021-40, API Consulting Office Addition Site Plan located at 339 W. Clarkston



Road (09-14-100-008) for plans date stamped received March 17, 2021, for the following reasons: it is an existing site and it would create a hardship for them to try to fix that.

Trustee Urbanowski amended her motion, re-supported by Commissioner Walker to include the promise to preserve the back part of the lot, the woodlands, up to the wetlands.

**Roll call vote was as follows:** St. Henry, yes; Urbanowski, yes; Walker, yes; Gross, yes.  
**Motion carried 4-0** (Hoffman & Gingell absent, Reynold recused)

Moved by Trustee Urbanowski, seconded by Secretary St. Henry, that the Planning Commission grant a 9-ft. waiver from the required 20-ft. landscaping greenbelt requirement along the entire perimeter of the property for PC-2021-40, API Consulting Office Addition Site Plan located at 339 W. Clarkston Road (09-14-100-008) for plans date stamped received March 17, 2021, for the following reasons: it is a narrow site and it is already built upon.

**Roll call vote was as follows:** Gross, yes; St. Henry, yes; Urbanowski, yes; Walker yes.  
**Motion carried 4-0** (Hoffman & Gingell absent, Reynold recused)

Moved by Secretary St. Henry, seconded by Trustee Urbanowski, that the Planning Commission approve a waiver from the requirement for a covered trash receptacle for PC-2021-40, API Consulting Office Addition Site Plan located at 339 W. Clarkston Rd. (09-14-100-008) for plans date stamped received March 17, 2021, for the following reasons: the applicant plans to continue using the residential trash service for their business after the addition, and they are virtually paperless now, and there will be no need for a commercial dumpster or receptacle.

**Roll call vote was as follows:** Walker, yes; St. Henry, yes; Gross, yes; Urbanowski, yes.  
**Motion carried 4-0** (Hoffman & Gingell absent, Reynold recused)

Moved by Trustee Urbanowski, seconded by Secretary St. Henry, that the Planning Commission forward a recommendation to the Safety Path Committee to waive the safety path for PC-2021-40, API Consulting Office Addition Site Plan pending review and their decision about construction or payment in lieu of construction.

**Roll call vote was as follows:** St. Henry, yes; Urbanowski, yes; Walker, yes; Gross, yes.  
**Motion carried 4-0** (Hoffman & Gingell absent, Reynold recused)

Moved by Trustee Urbanowski, seconded by Commissioner Walker, that the Planning Commission grants site plan approval for PC-2021-40, API Consulting Office Addition Site Plan, located at 339 W. Clarkston Rd. (09-14-100-008) for plans date stamped received March 17, 2021, based on the following findings of fact: that the applicant rectifies any of the unresolved issues in the OHM report minus #1 and #5, including the grading shall be included in the plan set, revising the plans to include the paving of the southern tee turnaround extension; extending the proposed rain garden around the tee turnaround; showing the hydrants so that coverage may be assessed; add proposed pavement sections to the plan; and confirm that the building is connected to the sanitary sewer or show the location of the septic field.

Discussion on the Motion:

Planning & Zoning Director stated that even though that they are not recommending the safety path be constructed it should still be shown on the plan.



Trustee Urbanowski amended the motion, Commissioner Walker re-supported to include under the OHM report bullet point #5 a public pathway shall be included along the frontage of the property in the plan set.

**Roll call vote was as follows:** Urbanowski, yes; St. Henry, yes; Walker, yes; Gross, yes.  
**Motion carried 4-0** (Hoffman & Gingell absent, Reynold recused)

### **8. UNFINISHED BUSINESS**

A. PC-2018-49, Hills of Woodbridge Planned Unit Development (PUD) Final Plan, located on a vacant parcel 09-26-451-004 north of 3805 S. Lapeer, vacant parcel 09-26-402-020, and vacant parcel 09-26-402-021 (both west of 40 Hi-Hill Dr.).

Chairman Reynolds asked if the applicant was present?

Mr. Tom Kalas 31350 Telegraph Rd., Suite 201, Bingham Farms, 48025. He was representing the applicant Hills of Woodbridge LLC, pertaining to a request for a final PUD plan recommendation for approval so then they can proceed to the Township Board. Also, he had with him, if there are any questions, were representatives from the owner along with the engineer for the project.

Mr. Kalas said they have been going at this for close to two years or more. They have gone back and forth a few times, they tweaked the plans considerably, the number of units has been reduced, the proposed commercial buildings have been reduced from four to three. The number of units is a duplex condominium unit, they have been reduced from 128 units to 114 units. They did attach with their submittal a four-page summary of all the changes that have been made to the plans since they were last there in front of the Planning Commission at which time, they had received a conceptual site plan approval. He added that this was a project that is proposed for the east side of Lapeer Rd. just north of Silverbell Rd., north of the Edger Chevrolet Dealership. There will be duplex condominium units and along Lapeer Rd. there will be three retail buildings for future development. They are seeking a Final PUD Plan approval and felt that they had adequately addressed all the comments from the engineering consulting firm, from the Planner, and they are ready to proceed to the next step subject to their review and recommendation.

Mr. Kalas added that the property is split zoned, it consists of approximately 28-acres, the zoning on the property is for residential, office, and restricted business uses. He added that these units they felt were in demand not only in the Township but also throughout the southeast Michigan area. They are going to be nice beautiful condominium units ranging in square footage from 1,700 – 1,900-sq. ft., 2-car attached garage, and two to three bedrooms each. They have submitted as part of their package elevations, floor plans, building materials, all the materials and information that is required under the (PUD) ordinance. They felt that they have addressed all of the concerns that the Commissioners and the consultants had and would like to have a recommendation this evening for approval so that they can proceed with the plan and hopefully break ground sometime this summer.

Planner Fazzini read through his review date stamped April 1, 2021.

Engineer Landis read through his review date stamped March 30, 2021, and the Wetland Review date stamped March 30, 2021.

Chairman Reynolds stated that they had a few reviews from DPW, that there are not any additional concerns or comments with the development.



Chairman Reynolds said that they had a review letter from their Fire Marshal that they are recommending approval with comments from the residential portion of the development, with the understanding that a temporary Fire Department access drive that leads to Brookstone Dr. This temporary drive will be installed in phase one, as a portion of the project and shall meet the requirements of section 503 of the International Fire Code. The commercial development is not recommended for approval, a couple of requirements that are not addressed is truck turning template overlay shall be depicted on the plan for the commercial site, and an additional fire hydrant will be required on the commercial site with the location shown.

Chairman Reynolds said that there is a tree survey review that was dispersed today, just a chart. There was some clarification dispersed from the applicant just to clarify a few things that were recommended for visual purposes and was once again reviewed. A number of items are in here the Wetland Plan, as mentioned by OHM, there is an EGLE permit submitted, a lighting plan, and documents that support the application.

Vice-Chairman Gross thanked the applicant for spending a lot of time and effort on their site plan. As the Planner indicated this is the first time that they have actually seen a site plan with the building and elevations. He was disappointed with the site plan. As a review of the plan from the streetscape, all they are going to see is a series of garages in the front of the buildings. The entrance to the buildings is through a 5-ft. wide passageway between the garage and a building side. The elevations there are two, Ashley and a Barclay, which are the same basic elevations and there are no variations, they are very monotonous, showing brick veneer, and stone veneer on one elevation, and then they reverse that to stone and brick veneer on the other elevation. Units 1 – 114 are considered all the same. If they are going down any of the streets within the complex, they will be able to see 114 garages. He was not able to find any community open space within the development, there is very little passive open space for the individual units. There is not a lot of community open space that is available for the occupants of the building. 114 units he thought deserves and warrants a boulevard entrance off Lapeer Rd. A single entrance that serves both the 114 units plus the future commercial he thought would be better served with a boulevard entrance identifying the complex. He was disappointed with what he saw on the site plan.

Chairman Reynolds said he wanted to speak to the garage component and was one thing that was briefly mentioned in the Planners review, and didn't agree with transpiring of the comments between architectural features, this was the first time they were seeing the real elevations of the project. The ordinance requiring at least 50% either to be a side entry or a minimum of 5-ft. recess. The ordinance does give two options to say as much as they prefer a side entry the recess is another allowable way to achieve that, and he was open to that, he didn't see that in the plans and in any of the variation that it is proud of the main façade. How they are addressing that was one of his immediate concerns. He knew it was a challenging long skinny site, there is a lot of grade changes there so he knew that the boulevard was difficult, he would love to see more, he knew that there was some landscaping that was previously discussed at the concept level, to make it a welcoming façade, so maybe when they get into architectural features, they can walk them through that as the applicant. They can talk about some open space too, obviously, that is a major requirement when they look at the concept level and the density in general there are some modifications where units were reduced. He thought that the density was a similar platform, when they removed the small parcel that is adjacent to Walley Edgar, the same number of units was reduced there.

Secretary St. Henry said that his biggest concern looking that the site plan focused on the fact that there doesn't appear to be enough open space for a development of this size. He understood that it was a tough piece of property to build on but at the same time if they are going to have over 100 units that are a community, he thought it deserved some sort of open



space consideration. In regards to the elevations, they do have that caveat in the ordinance in regards to the 5-ft. setback, and they know that developers take advantage of that.

Chairman Reynolds noted that from concept approval to where they are now there is a slight decrease in the overall units that are being proposed. He didn't have the density requirements in front of him, he didn't know how much this had strayed from the concept from final approval in density necessarily. There was concept approval for speaking to density and those big pictures, so to bring that back up now or to significantly change that kind of contradicts their process. Not that things don't change from concept to final, he knew that there would always be items that they address at final and not at the concept, but generally following the path through he wanted to make sure that they don't lose focus or start the process over even though they started this back in 2009.

Trustee Urbanowski said she understood that they are just forwarding the recommendation for rezoning it as a PUD, she did want to reiterate what they are saying about those elevations. They have made it a point before that 50% either needs to be a side entry, and it looks like obviously, it can't be. She said different elevations and sticking to that, that to her was important. Making it so that there are different elevations or that garages being setback that 5-ft., and the open space too. There is not a lot of space but that is a lot of potential families in there.

Chairman Reynolds said that he wanted to turn it back over to the applicant. He stated that they have heard some initial knee-jerk reactions specific to their garage requirement of at least 50% being a 5-ft. recess or side access, some concerns about open space, and a discussion point of a nicer entry boulevard. He asked the applicant to speak to some of those comments.

Mr. Kalas said had color booklets that were prepared to help the Commissioners visualize it more because they felt that the units were nice-looking units. He added that they did understand as far as the commercial portion of the PUD that at some point in the future when the user does present for that site that they will have to come in for a separate site plan approval and meet all the Township requirements at that time relative to setbacks, parking, and buffer landscaping. He said they had no issues with that. As far as building materials, elevations, why the units were designed or laid out the way they were, he deferred to the applicant and owner Mr. Dominic Goric.

Mr. Dominic Goric with the Hills of Woodbridge Development.

Mr. Goric stated that he wanted to address the side entrance garages. He said this was something that they went through in their initial concept. This site has over 100-ft. of fall, the whole south side is going to be walkout basements, to do side entrance garages are going to have retaining walls everywhere. What they found in their 6 or 7 projects in the past that people don't like side entrance garages especially when they are going to have to have 8-9-ft. retaining walls that they are going to be able to maneuver into these garages. The other point is when they do side entrance garages the minute, they do them they are going to add another 400-500-sq. ft. of concrete drive, so that will take away from the open space requirement. Their open space, what they focused on was the east side of the property, that is where they have most of the trees, and most of the residents, and that is where they felt they could leave a very large area that they could preserve the trees and to create a buffer between the condos. As they get closer to Lapeer Rd. that is where they start falling off and they are going to have a lot of walkouts. That is the reason they are not seeing too many side-entry garages, the minute they do a side entry garage on this particular site they are going to have an 8-10-ft. retaining wall, which is going to scare the heck out of people when they have to pull in. The other issue is the more side entrance garages they have the more concrete, more maintenance for the



associations. The open space they preferred to leave it in the rear yards as opposed to putting condos up to the property line and then creating an open space somewhere else, especially closer to Lapeer Rd. They carry elevations down the street, so there are four different variations. They are going to have a hip-roof, and a gable roof. They are going to have stone on one side, brick on one side, then they reverse. They carry that theme down the street reversing back and forth. This was common in all of their projects. As far as relief, they carry a 2-3-ft. relief between the units and then the porches are set back about 5-ft. and then they have the garages. They try not to protrude the garages too much forward because then all of a sudden when they are driving down the street all they are looking at is garages. They are trying to recess those garages back as far as they can.

Mr. Goric said this was not a new plan, they have used this plan in about 2 or 3 projects already. They have full brick, full stone, if it is a walkout it is going to be full brick as well. There will be 30-year shingles. He added that this will be all very high materials they are not using anything cheap, even the vinyl siding will be the highest-grade vinyl siding. They build luxury condominiums in Metro Detroit, so what they are going to bring is going to be first-class. The floor plans are 1,600-2,000-sq. ft. He was happy to address any item one at a time.

Chairman Reynolds said that regarding the garages, he agreed that there were some significant changes with side entry. He then asked about exploring the alternate in the ordinance requirement that says a 5-ft. recess? He questioned if that was feasible? Mr. Goric replied that he didn't understand the 5-ft. recess what are they trying to accomplish? He asked if they are going to push the garage out 5-ft. then they are going to be staring at garages going down the street. Chairman Reynolds replied no; he said that the ordinance outlines 50% in a PUD has to either be a side entry garage or a minimum of a 5-ft. recess from the primary façade. He added that they provide two opportunities to still have addressed the architectural relief without necessarily guiding everyone toward a side entry garage. Mr. Goric said so then they're going to push the garage 5-ft. back which then pushes the unit back 5-ft. on the backside. Now all of a sudden, they are just pushing the units closer to the road because they are getting 5-ft. closer to that open space area. He added that anything that is controlled from one side is going to be pushed out on the other side. There are detached units, and 3 car garages, which they are not going to find in a lot of projects. There is a side entrance garage where it is flat, so it is not just all straight, whatever they had a contour they had space they put a three-car garage in and also, they put side entrance garages in where they could, so it is not just all straight. He said regarding the double boulevard, they tried to put the double boulevard at Lapeer Rd., the problem there is when the state came through and did the widening, they expanded the pond in front of the property, it doesn't give them much room. They went back and forth with the state where they could even put the entrance, and that was pretty much the controlled point where they could put an entrance in, they still have a lot of control over them it is not just – we can do what we want. Chairman Reynolds stated that it was a requirement of the ordinance for PUDs. There are three side entry garages currently indicated in the plan. Mr. Goric said that they had brought this point up, if they go back to the minutes at the original concept site plan, they brought this point up, and said this is not a site that they can do side entrance garages, 1) they are going to add \$15,000 - \$20,000 a unit in retaining walls, 2) people don't like them. He could show them in Shelby he had to do two of them, he couldn't sell the unit, he sold it to a 30-year-old who doesn't mind coming out of the garage. People are scared to death when they see they have to go out and turn around and then they have a 10-ft. fall if they miss. This particular site is just not conducive to that, and that is what they brought up in the original site plan.

Secretary St. Henry said he understood exactly what he was saying about the side entrance garages, he was familiar with the piece of property. They do have this 5-ft. elevation. Mr. Goric asked what is 5-ft. considered? He stated they have a 5-ft. setback from the porches 5 almost 10-ft., he didn't understand. He questioned if they are trying to get the garage back the whole 5-



ft. from the front? Chairman Reynolds replied yes. Mr. Goric said then they are going to push the unit back 5-ft. in the backside. Chairman Reynolds said that they are just speaking to an ordinance requirement that is required of a PUD. Mr. Goric said that he thought this was brought up in the original concept plan and they sought a waiver from it, and when they thought that they go with the conceptual site plan approval, he didn't think that they understood that they would be changing the site plan again. Chairman Reynolds said he didn't think they were speaking to changing the site plan to side entry garages, they are talking about a plan change or at least 50% of the plans changed, and this is something that they have required of other PUD's that have recently been approved. Mr. Goric said right, but now they are going to change the road pattern, setback, everything is going to change, it will change the whole plan because they have to push back the rear yards 5-ft. He said he would like to seek a waiver on that requirement. This is a product that they have done in 7 or 8 communities, and he has never had a problem with it.

Chairman Reynolds said that it was something that they have asked for and gotten in other PUD condo minimized products. Very frequently none of them are side-entry garages but they have provided multiple plans that address that ordinance requirement. Chairman Reynolds asked if it would be a variance? Planner Fazzini said they would have the deviation process for PUD's so on their site plan they have a table of standards that they can't meet and if the PUD is approved those deviations are accepted. Their recommendation to the Board could either be to include a deviation or to not include and to meet that PUD standard. Planner Fazzini said that this was discussed with The Cottages of Gregory Meadows, they committed to that percentage as part of the varied elevations, they didn't have the hard number at that time, but it was discussed and agreed that they would try to meet that 50%. Chairman Reynolds said he thought that this was something that was discussed and brought up in the past two times. He went back and reviewed the discussions from December, it was brought up as a concern that that would be something that they talked about. At concept review they didn't have any building plans, they talked to many concerns about decks, elevations, grade changes, and how that would affect.

Chairman Reynolds agreed with the architectural materials that are being proposed, he thought that plans looked nice, he was just going off a floor plan requirement specific to floor plans and garages if they are not going to offer any side entry garages, they do offer three, he agreed. Mr. Goric said on the deviation requirement it is listed and it was listed on the conceptual plan as well, the 54-unit reduction, and the offset. He said he didn't see the offset though.

Chairman Reynolds agreed that there could be things that were discussed as a concept. He went back through meeting minutes and discussion points, going back to December they spoke about this very topic. His effort is not to shut the project down or put any footwork against the project as it is proposed but they have had projects that have had two plan offerings that offer that and meet that criteria. He added that they are a recommending body, if his fellow Planning Commissioners agree to it, speak to that, or push forward but that is one item that he brought it up, they don't necessarily talk ahead of time, it was something that Vice-Chairman Gross brought up tonight. He went back through and did his homework back to concept to where they were in December to where they are right now. He added that concept doesn't necessarily mean that final approval gets granted especially when they didn't see floor plans or much else, other than that there was an elevation presented at the meeting.

Mr. Kalas said to Chairman Reynolds that he recognizes his concern. He added that at this point, under the PUD law ordinance they do have the right to grant the deviation, which they are requesting because otherwise physically if they had to abide by that 50% requirement, they would be back to square one. It changes the layout, the density, the road pattern. He said the emphasis was to leave the open space in the back for the units closer to Lapeer Rd. Based on prior developments that this developer has done, from the marketing, and the sales standpoint,



the front entry garages are what sell the duplex units. Secretary St. Henry said they are not questioning the side entrance. Mr. Goric said it is the 5-ft., he understood, but even the 5-ft. they are going to be starting all over because all the setbacks are going to change. If you push a garage back 5-ft. they push the rear of the unit back 5-ft. Secretary St. Henry said that this has been in the ordinance, they didn't just come up with this week. Mr. Goric said he understood, but under the PUD they are requesting a deviation respectfully. He added that the demand right now and the market is they can't build things fast enough, and material costs have gone up on this same unit \$25,000-\$35,000 just in one year. If they get approval, they can get this in the ground this year.

Secretary St. Henry stated that this is a landmark development coming into Orion Township, right down Lapeer Rd. They are very familiar with the neighborhood that sits behind Hi-Hill. It is very important to the Planning Commission, and to the other government officials, and many of the residents that this is done right. Because we are going to be long gone by then. Coming into Orion Township, it is very important to them that they get this right. That is why they are being sticklers about this. Mr. Goric said he understood but the property is a commercial and office property, and he thought they were bringing a lot of value, they are bringing in over 40 million dollars in tax base. Mr. Goric said if they look at their background, they do nothing but the highest quality. Secretary St. Henry said he was not questioning that at all.

Mr. Kalas said it was an alternative to what it is currently zoned. They felt that in and of itself is going to be a lot nicer than office and commercial development.

Mr. Goric said the 5-ft. offset, all they are now doing is just pushing the 5-ft. in the rear, and he doesn't see the benefit of pushing the garage 5-ft. back. They already have the porches off-set over 5-ft. the front is off-set over 2-3-ft in between units and to push the garages back another 5-ft. now they are just going to line that up with the porch, and push the rear yard which means they have to start all over with the street patterns. Or they could build smaller units if that is what they want to do, instead of 1,600 they can build 150-250-sq. ft. smaller units, which is not what they want to do.

Chairman Reynolds said that the building design criteria as presented within the color elevations, and he asked for their, thoughts, concerns, support. He said that brick materials, long-lasting materials, he thought dimensionally they look nice, it was the ordinance requirement of the garage items. He thought that the units other than that of materiality he supported the project and what is being proposed. Trustee Urbanowski thought that it looked like a very attractive building and she liked the materials and she thought that the product would be beautiful.

Trustee Urbanowski said that she appreciated the amount of information that had given them, and it was very thorough, and it is a lot of work, and they all know that. She knew that they were very passionate about the project but they do have to do their diligence too. Mr. Goric asked what does the 5-ft. offset accomplish? He said they are now taking a nice building and they are just pushing the garage back 5-ft. and making it flat with the porch. These porches he was raising up and giving it a little bit of a contour so they stick up. Now they put the garage up and flat with the porch, architecturally it is not going to look good. They are meeting the 5-ft. setback but they are not architecturally achieving anything. Trustee Urbanowski said she thought that the idea, from the other plans, that she has seen in other PUD's is that the front porch is the presentation point as opposed to the door of the garage. Chairman Reynolds said correct, there have been other plans submitted to them that adheres to that requirement that still has a nice architectural relief. They realize that is not possible everywhere in a development, that is why it is 50%. It is not just side garages it is side garages or the architectural relief element. They understand their concerns about reworking roads and things like that. Mr. Goric



said that they take pride in their elevations and they spend a lot of time on them, and he is passionate about it, this is not something they just throw together. He stated they went back probably 5 times on them and raised it and put 8-ft. doors on it, stuff that they don't normally see in normal condos. They bring high luxury units, and the materials they use are just brick and stone and 30-year shingles. When they are done, they want to make sure that it lasts.

Commissioner Walker said he thought everyone thought it looked good. Their issue is that there is an ordinance that says they must do something. Not only must they do it every PUD application for the last 10, 15, 20 years has had to meet the same criteria. Their point is well taken that there are elevation issues with the property but almost every applicant for a PUD that comes before them could make that same kind of argument. They are asking them to do something here today that they have never done before, and if they did that, he could just see a line out the door of people that they put through more effort, more expense to do these things over the last 20-years.

Mr. Kalas said that the PUD does give them the discretion to deviate. This is a unique site perhaps unlike other sites that have come in front of them because of the slope, the contour, abutting Lapeer Rd., how it is currently zoned. These are factors that they felt should be taken into consideration in granting that deviation, and felt that it was warranted. He understood, but that is the beauty of a PUD, the law allows a lot of discretion as opposed to a regular site plan, where if they meet the ordinance, they have to grant the approval. PUD gives them the discretion because it realizes and the whole point of a PUD ordinance is to apply it to sites that are difficult to develop, either because of physical characteristics, wetlands, wooded areas, contours, and slopes. Again, that is the beauty of a PUD because it allows creativity and it allows the Township, both Planning Commission and the Township Board, to deviate from certain requirements if it makes sense if it looks good, and if it meets the spirit and intent of the zoning ordinance, and felt in this situation that it does. They are beautiful units even with the front-facing garages without the 5-ft. variation, and it is a product that they have developed before, they know it will sell, they know there is a demand for it, and to say that they have to push the garages back on 50% of the units 5-ft. will kill this project from a physical and an engineering standpoint.

Chairman Reynolds asked what if they pushed back recessed garages on units 12-28 or 78-91? Mr. Goric said that they could push back 12-29 if they don't mind. Chairman Reynolds noted so there is a possibility to address. Mr. Goric said what happens to them, now they are changing the floor plan. When they build models, they build two variations and they go in. Now they have to build four models because he has a 5-ft. offset on the one side. He added that there were areas that they could do it but now they are introducing two more floor plans and he has to build two more models.

Mr. Daniel Rhoton the Engineer for the project stated that is where they are preserving the majority of the trees. They were all familiar with the development to the east, having an issue with it they were trying to give as much buffer and preserve as much natural foliage there, pushing that back 5-ft. is only going to increase the slopes and increase the number of trees they need to remove.

Secretary St. Henry said this the beauty of a PUD, it is messy in a good way, and that was a good point, that the engineer brought up because the neighborhood behind is very sensitive to this development.

Chairman Reynolds asked if they could speak to the phasing of the project and agreement to the construction schedules as brought forth by their engineer. They have spoken about phase one being initiating within one year of approval, was there any issue with that? Then



understanding that there are some open comments from a number of items on the commercial phase, so that would be a future phase? Mr. Kalas said if they get approval tonight, they will be out there real soon. He added that there is such a short window in this state, if they get approval, they go out for permits they are already going to be in the middle of summer. They have grading, underground paving, approval today is going to be really close to getting this in the ground. He stated that there was a comment about a temporary asphalt turnaround at the end of the court, they had no issues with that. The commercial component, they have no issue coming back, as they need users. If they have a site plan, they can treat that total separate site plan approval when they have uses, they have no issue with that.

Chairman Reynolds said that there was a discussion about the recommendation to have an additional safety path that connected to the middle of the development. One of the thoughts that he had upon review of the set was the temporary road. He understood that it was a unit that looks to be a side entry garage and a front entry, but a three-unit garage, he thought it was unit 40. If that temporary path turned into a walking path in the future. Mr. Goric stated that he did have a concern because they have built these where they have the commercial going back because that is the normal transition, commercial, multi-family, to residential. Most communities want the wall up, they don't want any pedestrian traffic going through because it is a safety concern. The other problem they have there is 54-41 are all going to be walk-out basements, so if they do a safety path through there, there is a concern for liability for the association, if someone slips and falls on a safety path. He stated that there is a sidewalk that goes all the way around, right to the commercial component from the neighborhood. His recommendation would be because of the slope, the walkouts, association liability, and he didn't think people like safety paths going through their yards to a commercial neighborhood. His suggestion would be not but he would leave that to discretion, again the concern would be the slope in that area.

Chairman Reynolds asked about the tree preservation details, or at least indicating preservation criteria. Mr. Goric replied that fencing and protection are no problem in those areas.

Chairman Reynolds said that they already talked through building design. There is the agreement that the commercial phase would be something in the future that would need additional final approval. Safety path is within the recommendation by Giffels Webster but the applicant has spoken to them that there is a slope and it would have two side yards of two units, construction schedule would agree to be within one year, it sounded even sooner than that, and tree preservation details would be spoken to. He added that may be just the point of their safety path, is their concern that there wouldn't be a middle path, there are paths that go all the way around the site to the commercial development. Trustee Urbanowski said that the safety path in the middle of the site was not important to her. If she was in unit 40 or 41, she wouldn't want people walking through her yard to get to whatever is there. Mr. Goric said that they had purchased a project and when they got in there, they told them to tear out the paths because people didn't like them going through their yards. Mr. Goric thought that 54-41 are all walkout basements, so they are going to have an 8-10-ft. fall from that road to the bottom.

Chairman Reynolds stated that they need to pass the wetland permit, as brought forth, there is a review from OHM, there weren't any significant comments, or open issues, that they do need some feedback. He said there are some items, in general, that support what is being mitigated. There was an application to EGLE currently. He asked if there were potential motions towards a wetland permit. Secretary St. Henry said he wasn't ready to make a motion yet. He said that they have seen at least one maybe two other developers try to do something with this piece of property. There has been a lot of concern from the community, directly to the east about any development here. When there is a PUD or whenever they are looking at any development, there is a lot of give and take, back and forth, and compromise, and recognizing the importance of that buffer in the back of this development and how important that is to the community, and



the neighborhoods behind, he felt that they should seriously consider a deviation on those garages. If they do move back and they do have to take down trees, even if they took down one tree that they hadn't planned on originally, then folks in that neighborhood are not going to be happy with that, and they need to take their concerns into consideration and find some middle ground. In this particular case, in this development, even though he hoped it didn't set a president, this could open up a can of worms, he thought that being responsive to the neighborhood behind this development that more space they could give them, that is better and the compromise should be considered.

Chairman Reynolds agreed that a PUD is challenging in that they need to consider a lot of factors that is why it is not a single set process, it is a recommendation, it is not final approval. Upon reviewing the tree surveys and everything like that, he thought that there was the opportunity to attempt to address those ordinance requirements. He didn't believe that when they look at the tree survey there are many gaps of trees, what is existing, there are going to be trees proposed, but to meet the ordinance and to address by a 5-ft. mark in many areas not significantly changing the open area or the landscape area that is proposed. He adhered that there was difficulty to the site with the mass grading, but he would like to see at least an attempt to address that concern or that ordinance requirement. He said they have stood on very solid ground with as difficult sites that are very long narrow that have had mass grading. They have the project off of Morgan Rd., Cottages of Gregory Meadows, where they had huge grading of that site. On their site walk they drove up that site and there has to be 50-60-ft. elevation grade change from existing, but they held them to that 50% requirement and said they need to put a stop to this plan or only sell "X" amount of plan "Y". His issue with this is there are many reasons why it can't be done versus an attempt to say they can accomplish 25% or 10%. He didn't want to shoot down the whole project over that, he just believed that there was some sort of compromise that can be made whether those become a larger premium unit or a slightly different façade, but he thought there should be an attempt made towards that because it is something that they have over the last 2-3 years with PUD's required and never deviated a single percent. Mr. Goric said that one of his concerns is when they start changing one unit, they have to change them all, or they have to introduce many models. He said understanding the history of this site, they had a Redwood project that was approved, it was all vinyl sided, there were no 5-ft. deviations, they had some side entrance garage which they appealed to them but it was just flattening the entire site and making a hole in it. He stated that maybe they can't give them the 5-ft. but he is giving them quality materials, full brick, stone, 30-year shingles, versus a project that was already approved that to him was very lackluster and they approved it. He said now he is here and they are pounding on this 5-ft. and he is saying there is a lot more superior to their site plan, product, and their elevation than they have given Redwood. A 5-ft. setback starts this all over with this project, it wouldn't be until next year.

Trustee Urbanowski said that they have asked this of others. She thought it was a hard place to be. She said she hasn't seen all the other plans, she didn't have that history, but she did know that there was some rocky history with this particular piece. She thought it will be something that people will see, Lapeer Rd. is the major artery in their Township, and to have something that looks nice, quality, and all that is very important. Mr. Goric said he didn't think that a 5-ft. setback was going to do anything for cars going 60MPH. He said they have to put all the landscaping in to try to buffer. Trustee Urbanowski said that they still have other pieces of land that are going to come before them as a PUD and if they don't follow their ordinance then there is really no reason to have it. She asked them if there was a way to work with them a little bit. Mr. Goric said it was not working with them it is starting all over. If they push back a garage 5-ft. that means they have to redesign the whole unit 5-ft., the first-floor plate changes. He added that if they look at the floor plans if they push back the garage 5-ft., it lines up with the porch, then they lose that 2-ft. and then they go back 5-ft., then it comes back. Trustee Urbanowski said she was not an architect and she admired the work that they do.



Chairman Reynolds said with the effort that they don't want to shoot down projects, they are obviously just speaking to ordinance concerns and items that get brought forth to them, is there are some other pieces to this puzzle that they could make the motions towards, and they are a recommending body so there is the opportunity to have their recommendation reviewed at the Board of Trustees level, so, one way or the other. Chairman Reynolds said they were happy to proceed with some of these hang-ups that are being brought forth tonight, if that was favorable with them they would be working towards motions. He said that there is a wetland permit ordinance #107.

Moved by Vice-Chairman Gross, seconded by Trustee Urbanowski, that the Planning Commission approves the wetland permit for PC-2018-49, Hills of Woodbridge located on a vacant parcel 09-26-451-004 north of 3805 S. Lapeer, vacant parcel 09-26-402-020, and vacant parcel 09-26-402-021 (both west of 40 Hi-Hill Dr.) for plans date stamped received March 15, 2021. This approval is based on the following findings of facts: that the proposed impact for the wetland pond will not have long term negative effects and therefore can be approved; the proposed land use is consistent with the zoning of the property and the proposed minor impacts are consistent with the typical development provide and require stormwater management and prevention of soil erosion; there does not appear to be any feasible or pertinent alternatives for this particular site; the applicant has provided the adequate stormwater management facilities and not impacting wetland behaviors and should be considered a regulated wetland.

**Roll call vote was as follows:** Gross, yes; Urbanowski, yes; St. Henry, yes; Walker, yes; Reynolds, yes. **Motion carried 5-0** (Hoffman & Gingell absent)

Chairman Reynolds said that brings them to the PUD, they can have a further discussion if someone wants to make a motion that they can discuss, he entertained that also.

Secretary St. Henry asked in the spirit of compromise, right now they are at zero 5-ft. recessed garages, was there any room to go from zero to 20-25% working together in good faith? Mr. Goric said if they change one thing, they change the whole unit, they would have to go back to the architect. Their focus is on every wall being moved a little bit so they are just not making it flat. They went and made 20x20 garages because everyone was complaining that the garages were small, and added 3-car garages. If that is the only thing, and they find the other things in the site plan are acceptable and up to the standard, if that would be the only recommendation would be that they don't agree with the 5-ft., and move on, then maybe they can address it with the Board. Mr. Kalas said if they push them back 5-ft. it affects the setbacks, it is not that easy. Chairman Reynolds said they are well aware of the chain reaction. Mr. Goric said that this unit went from 1,450-sq. ft. to 1,600-sq. ft. because he thought that 1,450-sq. ft. was tight and small, and coming out to Orion they want at least a 1,600-sq. ft. ranch, so they expanded it to 1,600-sq. ft. and pushed them wider, and now to push it back 5-ft. they are going back to losing a 100-ft. He wished he could say move it back 5-ft. but now all of a sudden, the decks move back and they get into the setbacks and some of the decks are right at the setbacks.

Chairman Reynolds said if he were to make a motion if there was zero effort towards our ordinance that would significantly change the effort. If there was a compromise to say it is a difficult site there is a lot of grading but I gave them 15% or 25% he would personally have a different conversation. Mr. Goric asked if they could say, as he was looking at phase two, there are so many units on the north side they have more room on the north side, on the south side they are right up against the property line. Secretary St. Henry asked them to put it up on the screen, so it was easier for them to see. Chairman Reynolds stated that phase two starts at unit 74? Mr. Goric replied right. Mr. Goric said he wants to get this project rolling this year, so in phase 2 they can see the rear yards there have a little more room, so if they said that 74 – 98, 70-100% of those units they have to do the 5-ft. off-set on the north side, there is room there



and what it does is it gives them time to redesign the units when they go into the next phase because they are set to start phase one. He said that 74-98 there was plenty of rear yard setback, there are 2-3 units where it will be tight, but most of those units they can achieve the 5-ft. in the back, and then when they go to phase-two they can introduce another model, and show the people what will change. Secretary St. Henry asked if they would sell them just as quickly? Mr. Goric replied he hoped so. He added that it is not a matter of sales, he thought that the elevation that they have is tremendous and why would he want to put the porch even with the garage door, now he has a porch that is going to be sticking out in front of the garage door which he hates, but if that is what is going to get them there, then he can concede and that will give him time to redo a plan into next phase because that will probably be two to three years from now. That will help get the project rolling, maybe achieve their goal, and gives him time. Chairman Reynolds asked what would they say that represent or what criteria would they be putting forth, the requirement is 50%? Mr. Goric said that the 5-ft. deviation there are going to be some units, they are already 35-ft. on unit 74 and 75, but most of the units he thought they could achieve the 5-ft., there are 3 there that are going to be tight, so approximately 80% of those units. He didn't want to have to go to the Zoning Board of Appeals for 2 or 3 of these units either because of the 5-ft., so, 20 of 24 wherever there is not an issue. He added that if they say that 20% of the site had to be 5-ft. he thought that they could find that.

Chairman Reynolds said he was not going to speak for everyone, he thought that was moving in the right direction, he would love to see as many as possible, and not be limited to phase 2. His personal feeling on the property is that there are not many other major comments he had besides that main piece. He said that there would be some time to address potentially compromise between now and the next step, they are a recommending body. He thought it was one of the conditions or criteria of findings of fact for one way of approval or denial. He said it seemed they were dancing around a recommendation here tonight, hanging on topic, he would really like to see that brought forth. He thought that if there was a significant movement in that or proof that they are either modifying some of the units in phase one to bring that criterion up, or proving some findings of fact of why that limitation really doesn't exist. He said as a professional and as a design architect making a 5-ft. change in a façade isn't that significant and isn't going to make or break the entire project. He understood that grading plays into that and understood that there were a lot of parts, that is why he is suggesting that certain units. He thought that there was a way to bring that up without a significant change. He understood that economically they had to build two models or units, but he thought that there was a way to have some better faith towards that ordinance requirement. He said there were a number of items that still need to be addressed, a number of conditions. He thought one of the conditions beyond Planners, Engineers, and department reviews, future phasing, and adding some of these things could be the reason why it is denied and what they are asking for or potential findings of fact of what would change their feeling, he thought that they could submit that to the Board of Trustees.

Moved by Vice-Chairman Gross, seconded by Commissioner Walker, that the Planning Commission forwards a recommendation to the Township Board to **deny** PC-2018-49, Hills of Woodbridge Planned Unit Development (PUD) Final Plan request to rezone the property from Restricted Business (RB), Office Professional (OP), and Single Family Residential (R-1) to Planned Unit Development (PUD) located on a vacant parcel 09-26-451-004 north of 3805 S. Lapeer, vacant parcel 09-26-402-020, and vacant parcel 09-26-402-021 (both west of 40 Hi-Hill Dr.) for plans date stamped received March 15, 2021. This recommendation for denial is based on the following findings of facts: the plans are not in compliance with the PUD Concept, Section 30.03(g)(5), relative to the architectural and site rezoning requirements relative to the attached garages being at least 50% side entry or recessed, where the front of the garages is at least 5-ft. from behind the front line of the living portion of the principal dwelling; the impact on traffic, he thought, could be improved with a boulevard entrance, on Lapeer Rd., a project of 120



units with a commercialize will be part of this entrance deserves a major boulevard entrance to accommodate the traffic entering and exiting the project.

Vice-Chairman Gross amended the motion, Commissioner Walker re-supported that the plan does not include and the applicant indicates that they would come in with a subsequent review for the commercial development along Lapeer Rd.

Discussion on the motion:

Secretary St. Henry asked if they approve to deny and then the Board of Trustees agrees and then they deny, can the applicant come back and say that they have adjusted and they are at 20-25% of recessed garages? Chairman Reynolds said that it would be one year before they could come in with a resubmittal. Secretary St. Henry asked if they agree to deny and between now and the time they go to the Board of Trustees, they come up with some adjustments, then at that point, can the Board of Trustees approve this recognizing that the applicant worked in good faith to try to meet this? Planner Fazzini said they can do whatever they want it is a rezoning.

Chairman Reynolds said they are a recommending body, whether they recommend to approve or deny the Board could agree or disagree with their position. He understood that it is not in substantial completion, some of those things he would agree with. His opinion was that if it was to be overturned is that, there are some outstanding comments that need to be addressed. They don't always get into this situation. He asked Planner Fazzini if they recommend denial and it was to be approved at the Board level that doesn't necessarily address the open comments from their reviewers, or does it come back to them? Planner Fazzini said they could send it back to them. Planning & Zoning Director Girling said at the Board level they have three options to approve, deny, or send it back to the Planning Commission. If the recommendation from the Planning Commission is to deny then their deliberating on it on their own based on what is in their motion on why they denied it. Planner Fazzini said that they could discuss the garage percentages if there was a compromise or a change, then they could send it back to them for further discussion on what has changed and then back to the Board. Planning & Zoning Director Girling said correct, but the main point is if the motion is on the floor unless she was mistaken, she didn't think that the motion mentioned that the garage was the issue. She said as it was a motion to recommend denial based on the conditions or the reasons that Vice-Chairman Gross gave, so that is what the Board is going to look at is what is within the motion.

Chairman Reynolds said that the motion that is currently on the table is a motion to deny since the plan is not in substantial completion to PUD requirements specifically due to the 50% garage requirements. The reasons for impact traffic could be improved with a major boulevard entrance, and the plans do not currently include the commercial development phase, and that would have to be a future approval.

Chairman Reynolds stated that if there are other concerns of why they are denying this, that they should include that or at least forward with their recommendation that they can include the idea if they were to disagree that it should come back for review versus just overturning it because there are items that need to be addressed and specifically to phasing, the commercial phase, tree preservation details, some of those are minor in nature but they are obvious items to address. They can include those currently even if it is a motion to deny just to clarify and keep the air clean because it is a messy subject. There is the potential that there is some difference in opinion between themselves as a recommending body, and the Board of Trustees as the final approver.



Vice-Chairman Gross said he would be agreeable to include those, and asked if Chairman Reynolds had a list. Chairman Reynolds said he would like to discuss it a little further, and he had a list that they could speak to.

Mr. Goric asked regarding the double boulevard, was he talking about segregation with plantings in the middle at the entrance? Vice-Chairman Gross replied yes. Mr. Goric said they typically do that and didn't know why it wasn't on the plan.

Vice-Chairman Gross amended the motion, Commissioner Walker re-supported, that the final approval of the commercial phase is not included in this recommendation, phase one construction is to commence within one year of approval, and tree preservation details and preservation requirements are to be provided and added to the plan. Also, that a temporary paved turn around is plotted at the end of phase one, and that the landscape plan be amended to extend the tree plantings shall be shown outside of the proposed water and sewer easement, and the Fire Marshal that is echoing those concerns. So, for the OHM requirements for the temporary access drive, the comments from the Fire Marshal, tree preservation details, construction schedule, and commercial phase are not included.

**Roll call vote was as follows:** Walker, yes; Gross, yes; Urbanowski, yes; St. Henry, yes; Reynolds, yes. **Motion carried 5-0** (Hoffman & Gingell absent)

#### **9. PUBLIC COMMENTS**

None

#### **10. COMMUNICATIONS**

None

#### **11. PLANNERS REPORTS/EDUCATION**

None

#### **12. COMMITTEE REPORTS**

None

#### **13. FUTURE PUBLIC HEARINGS**

A. 4-21-21 at 7:05 p.m., PC-2021-39, Lake Orion Community Schools Rezone Request, to rezone a portion (approx. .648 acres) of parcel #09-16-200-002, located at 1013, 1135, 1155, and 1255 Joslyn Road, from Suburban Farms (SF) to Limited Industrial (LI).

B. 4-21-21 PC-2021-37 (immediately following the PC-2021-39 Public Hearing at 7:05 p.m.), Meijer ORI, Special Land Use Request for Large Scale Retail Establishment equaling 90,000-sq. ft. located at 1025 S. Lapeer Rd. (Sidwell #09-14-226-008) & unaddressed parcel #09-14-226-001 (surrounded by parcel #09-14-226-008).

#### **14. CHAIRMAN'S COMMENTS**

Chairman Reynolds said that he appreciated the discussion points, he knew they have some very difficult projects here in the Township. He thought it was important not only to get in-depth with some of these discussion points but also to bring forth comments about how they are applying some of the ordinances and approaches equally to the projects brought forth to them. He stated that the comment, that just because they didn't explicitly mention it in the concept, he didn't agree that it follows suit to final PUD. It was a big discussion point and they are always going to maybe bring up things that are different but thought that was one item.



Chairman Reynolds said that the next meeting is at 6pm, they have their Master Plan special meeting that will be in person starting at 6 pm at the Orion Center.

#### **15. COMMISSIONERS' COMMENTS**

Trustee Urbanowski said that these are really tough, to see the effort and the care that people put into the projects, it is hard sitting here and looking people in the eye and making those decisions. She thanked them for mentoring her through this.

Chairman Reynolds said he thought that is why they have boards and commissions everyone brings insight and a perspective. Even if they are not a professional, with a room full of money being spent on professional consultants, they bring up valid points and he felt supporting their ordinance or their concerns as a resident and they are no less valuable. There is MTA and there are training dollars available to all of them. If they would like to be educated on something those are plenty of training seminars.

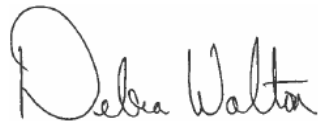
Secretary St. Henry said he likes to cut to the chase sometimes. Any organization or municipality compromise wins and as long as they are open to compromise, they are able to accomplish what they need to accomplish as a Planning Commission, as a Township, working with developers.

Commissioner Walker stated that he knew that Trustee Urbanowski was new to the board, but he was very impressed with her analytical skills, and her questions about how this stuff works.

#### **16. ADJOURNMENT**

Moved by Trustee Urbanowski, seconded by Secretary St. Henry to adjourn the meeting at 9:20 p.m. **Motion carried.**

Respectfully submitted,



Debra Walton  
PC/ZBA Recording Secretary  
Charter Township of Orion

May 5, 2021









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Planning Commission Approve Date



# API Safety Path exclusion request



-  2 Foot Contours
-  5 Foot Contours
-  FEMA Base Flood Elevations
-  FEMA Cross Sections
-  100 yr - FEMA Floodplain
-  100 yr (detailed) - FEMA Floodplain
-  500 yr - FEMA Floodplain
-  FLOODWAY - FEMA Floodplain

Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present on the map.



**David Coulter**  
Oakland County Executive

Date Created: 5/6/2021







**Charter Township of Orion  
Parks and Path Advisory Committee**

**May 31, 2021 - 6:00 p.m.**

**Meeting Minutes**

**Orion Center**

**1335 Joslyn Rd. Lake Orion, MI 48360**

~~VIA VIDEO CONFERENCE~~ (Meeting being conducted Via Video Conference due to health concerns of Covid-19 and the Michigan Department of Human Services (MDHHS)) *In person*

**LEADERSHIP:**

**CHAIRPERSON:** (vacant)  
**VICE-CHAIRPERSON:** Jenn Miller  
**SECRETARY:** Kevin Gorman

**1. CALL TO ORDER**

DETERMINATION OF QUORUM (minimum 4 members)

**START TIME**

6:04 pm

**MOTION BY** Aaron Whatley (~~Acting Chairman~~)

Members Present: *18*

**SECOND BY**

Julia Dalrymple

**2. ROLL CALL**

**MEMBERS**

Miller, Jenn	Absent	Berwick, Jay	Present	<i>6:09 arrived</i>
Cotter, BC	Absent	Richards, Jerry	Present	
Gorman, Kevin	Present	Williams, Tim	Absent	
Steele, Donni (Board Rep) <i>-Acting Chair</i>	Present	Dalrymple, Julia (Board Rep)	Present	
Landis, Mark (OHM – Twp. Engr.)	Present	Birney, Brian (Altn. Board Rep)	Absent	
		Whatley, Aaron (P&R Director)	Present	

**GUESTS:**

**3. APPROVAL OF MINUTES** (as presented previously sent in email)

As presented via email

**Motion by:** Donni Steele

**Second:** Julia Dalrymple *all ayes*

**4. APPROVAL OF MEETING AGENDA**

**MOTION BY** Aaron Whatley *Jerry Richards*

**SECOND BY** (n/a)

*Donni Steele* *Julia Dalrymple* *all ayes*

**5. PUBLIC COMMENT ON NON AGENDA ITEMS (3 minute limit per person)**

**DISCUSSION:** (none)

**MOTION BY**

**SECOND BY**

**6. NEW BUSINESS**

- Chairperson Replacement: Aaron has some people in mind who have expressed interest in the Parks and Path Committee and proposed that a motion to be made to postpone the Chairperson replacement discussion until next meeting. In addition, committee member Tim Williams wishes to step down. *Motion By Richards 2nd Kevin all ayes. Waiver*
- Clarkston Road Safety Path issue: OHM Advisors on Clarkston Road are asking for a variance from township regulations for the construction of a safety path at the front of their property due to the cost. The cost was estimated to be quite high. Instead the township is in favor of

*ordinance*



accepting a donation to construct a safety path at the north side of Silverbell by the new gas station. For this, Jerry Richards made the following motion:

"The Parks and Path Advisory Committee recommends to the Board of Trustees that instead of installing a safety path along the South Side of Clarkson Road in front of API Consulting (PC-2021-40);

Developer/Owner agrees to reimburse Orion Township Safety Path Fund \$11,000 in lieu of construction."

Donni Steele Supported the motion, and the recommendation will be made to the Township.

*All Ayes 5-0*

## 7. Pending Business

### a. Path Project Updates – Landis, OHM

- i. **Retaining Wall #3** (at Joslyn and Walden) is nearly complete. Restoration to the path in front of the wall will start. New trees will be planted ~~on top of wall~~.

- ii. **Safe routes:**

- 1. Waldon Road/Middle school: Nearly complete
- 2. Carpenter Elementary School: Under Progress
- 3. Stadium Middle School: Construction to start by May 27<sup>th</sup>
- 4. Orian Oaks Middle School: Construction to start July 26<sup>th</sup>
- 5. Weber Elementary: Construction to start July 26<sup>th</sup>
- 6. Paint Creek Elementary: Construction to start August 11<sup>th</sup>
- 7. Blanch Sims: Construction to start August 11<sup>th</sup>
- 8. Greenshield & Lapper pedestrian bridge: construction to start September 11<sup>th</sup>
- 9. URL: [https://www.orionparks.com/community/safe\\_routes\\_to\\_school.php](https://www.orionparks.com/community/safe_routes_to_school.php)

## 8. Director's Report: Aaron Waitly

- a. Green Up Project: Over 200 people showed up on 4/24/21 at over 22 locations. 16 Trees were planted, Arbor Day event took place at Camp Agawam.
- b. Camping conditionally approved for Camp Agawam. There was septic approval for existing facilities. There are 10 permitted camping sites suitable for tents and pop-up trailers (RVs not permissible). 2 Lodges in the plan.
- c. Wildwood: Revenue sharing is agreed too at 15% with Johnny Blacks securing the license for concessions. Additional physical improvements at Wildwood include new Truss lighting system for the stage.
- d. Little League is very active. Still doing COVID testing (but may change soon)
- e. Township Safety Maps is on line and virtual. See [https://www.orionparks.com/news\\_detail\\_T8\\_R14.php](https://www.orionparks.com/news_detail_T8_R14.php)  
Trail maps include resources such as rest rooms and drinking fountains.

## 9. Organization Reports

- a. Planning Commission – Landis (OHM)
  - i. Meijers at the old K-Mark on Lapeer Road. There will be a pedestrian connection the Clarkson Connection trail.
  - ii. FedEx is Expanding it's lot at the Giddings road facility. Path way to be installed in Liberty Park with the expansion.
- b. Paint Creek/Polly Ann Trail
  - i. National Trails Day, June 6<sup>th</sup>, 2021, 12pm – 3pm. There will be a Goose Chase Scavenger hunt. There will also be awards given at Cookies and Cream @ 3pm.



- ii. The township is planning on grading/smoothing out the Paint Creek trail within the next month or so. *Engineering concept drawn for*
- iii. There will be *new* restroom at Rhodes rd, *temporarily Port-o-potty*
- c. Slow Row: Next event will be River days (see township events for details)
- d. Upcoming Events. Fliers were handed out.

10. Committee Comments (None)

~~11. Next Steps: Next Meeting Thursday July 15, 2021 @ the Orion Center~~

12. Meeting Adjourned 7:37. Motion: Jerry Richards, Supported: Jay Berwick

*Next meeting*

*Thursday July 15<sup>th</sup> 2021  
@ 6 pm @  
Orion Center*



# **Charter Township of Orion**

## **Ordinance No. 97**

### **Safety Path Regulation**

Adopted June 3, 1991

#### **AMENDED**

July 19, 1993  
August 15, 1994  
October 20, 1997  
February 3, 2003  
January 19, 2021



AN ORDINANCE REGULATING THE DEVELOPMENT, CONSTRUCTION, MAINTENANCE, AND SIGNAGE OF SAFETY PATHS, AUTHORIZING THE ISSUANCE OF PERMITS AND THE COLLECTING OF FEES FOR THE CONSTRUCTION OF SAFETY PATHS, AND PROVIDING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS.

## **Section 1 - Title**

This Ordinance shall be known and may be cited as the Orion Charter Township "**Safety Path Regulation Ordinance**", and it shall be deemed sufficient in any action for the enforcement of the provisions hereof to define the same by such short title and by reference to the number hereof.

## **Section 2 - Purpose**

The purpose of this Ordinance shall be:

1. In the consideration and enactment of the Ordinance from which this section derives, the Township Board finds that there are public safety paths which are part of the Township system intended for general public use during times when accumulations of snow and/or ice are not on the safety paths; and, that there are sidewalks that are not part of the Township's system of safety paths as shown on the official safety path map, maintained by the Township. It is the intent of the Township Board to finance the maintenance and repair of safety paths from the Safety Path Fund, and to finance needed maintenance and repair of sidewalks by special assessment. *(added 02.03.03)*
2. To further secure and protect the general welfare and safety of the citizens and other persons within the Charter Township of Orion.
3. To regulate the development and construction of safety paths within the Charter Township of Orion.
4. To provide for the maintenance of those safety paths, as well as signage along them.
5. To authorize the issuance of permits for construction of safety paths.
6. To authorize the collection of fees for the construction of safety paths.
7. To provide for penalties upon the violation of these provisions.

## **Section 3 - Definitions**

- A. The following words and phrases, when used in this Ordinance, shall have the meanings respectively ascribed to them in this section:

**Board** - The Board of Trustees of the Charter Township of Orion.

**Commission** - The Planning Commission of the Charter Township of Orion.

**Committee** - The Parks and Paths Advisory Committee of the Charter Township of Orion. *(amended 01.19.21)*

**Condition of Disrepair** *(added 02.03.03)* - Having any one or more of the following characteristics; provided, however, that the existence of any one or more of these characteristics shall not create a presumption or other indication that such characteristics were the cause of any injury or damage which may occur:

1. **Hole** - Place where the surface is missing;
2. **Gap** - Separation of material proportion on the surface of the safety path or sidewalk itself or between the safety path or sidewalk and the adjacent surface;
3. **Rise or Drop** - Abrupt change in grade where one surface vertically separates from an adjacent surface;
4. **Tilt** - Incline where the safety path or sidewalk surface has rotated and is no longer oriented in gradient or cross slope;



5. **Swell or Depression** - Place where the surface undulates due to uplift or subsidence of underlying materials;
6. **Object or Debris** - Obstruction that covers some or all of the surface of the safety path or sidewalk;
7. **Suspension** - Object or material hanging over the surface of the sidewalk or safety path below a height of eight and one-half (8.5) feet.

**Developer** - An owner who is causing property to be developed, except for an owner who is constructing or causing to be constructed a single-family dwelling on a lot in a single-family residential district. *(amended 07.19.93, 02.03.03)*

**Existing Fixed Object** - An object that cannot be easily moved without the assistance of mechanical tools and/or without causing destruction to the property to which it is attached, including, but not limited to, buildings, driveways, utility poles, and fences. *(added 02.03.03)*

**Master Plan** - The Charter Township of Orion Master Plan; prepared and adopted under Act No. 168 of the Public Acts of Michigan of 1959, as amended. *(amended 07.19.93)*

**Owner** - A natural person, firm, association, partnership, corporation or other legal entity or combination of them which may hold any ownership interest in land whether recorded or not. *(amended 02.03.03)*

**Pathway** - For purposes of this Ordinance only, the term "pathway" shall be synonymous with the term "safety path". *(added 02.03.03)*

**Person** - A natural person, firm, association, partnership, corporation or other legal entity. *(amended 02.03.03)*

**Report** - Minutes of any meeting of the Parks and Paths Advisory Committee, prepared by the Committee. *(amended 07.19.93, 01.19.21)*

**Road, Public** - A road accepted by dedication or otherwise by the Road Commission for Oakland County. *(added 02.03.03)*

**Safety Path** - (See **Sidewalk** and **Safety Path**) *(deleted 02.03.03)*

**Safety Path Plan** - The recommended and approved plan showing all planned safety paths, existing or future, that has been made part of the Township's Master Plan. *(amended 07.19.93)*

**Sidewalk** and **Safety Path** shall be synonymous in terms of their basic substantive meaning, being a constructed surface located in a public right-of-way, but separate from any improved portion of a roadway or highway, dedicated primarily for use by pedestrians and persons operating non-motorized vehicles. For purposes of regulation under this Ordinance only, sidewalks and safety paths shall be broken into two (2) sub-classifications, as follows *(added 02.03.03)*:

1. A safety path shall mean a certain type of sidewalk constructed for the benefit of the general public in the Township, as shown on the official safety path map maintained by the Township. The use of the term "safety path" itself does not mean, and shall not be construed or relied upon in any way as meaning, that such safety paths are inherently safe or in a safe condition. Instead, the reference to "safety" in the labeling of such paths is nothing other than a reference to the fact that such pathways are typically considered to be safer for pedestrians to use than the improved portions of road on which motor vehicles travel.
2. Sidewalk shall mean and refer to all other constructed surfaces located in the public right-of-way dedicated primarily for pedestrian usage, not including those sidewalks being referenced above as "safety paths," and constructed primarily as dedicated pedestrian paths within subdivisions or adjacent to street lots.

**Street Lots** - One or more lots which are not part of a formally created subdivision, but which are part of a neighborhood where a sidewalk has been constructed to serve the lots within such neighborhood. *(added 02.03.03)*

**Subdivision** - The lots, units, and other areas which are part of a development platted under the Michigan Land Division Act (or predecessor Act) or created under the Condominium Act. *(added 02.03.03)*

**Vegetation** - Trees, shrubs, bushes, flowers, weeds, or any other type of plant growth.



- B. Terms not expressly defined above shall have their customary dictionary meanings, taking into consideration the context and intent of this Ordinance. *(added 02.03.03)*

#### **Section 4 - Safety Path Development**

The Parks and Paths Advisory Committee shall prepare and present a safety path plan (route map) showing existing and future safety paths throughout the Township, which shall become part of the Township's Master Plan at the time the Master Plan is updated and adopted. This plan shall be reviewed by the public at a public hearing and subject to approval by the Township Board. *(amended 07.19.93, 01.19.21)*

This plan shall guide all the development of a system of planned safety paths in the Township and shall be updated from time to time as an amendment to, or in conjunction with, the Master Plan. *(amended 07.19.93, 02.03.03)*

#### **Section 5 - Safety Path Plan Implementation / Developer's Responsibilities** *(amended 07.19.93)*

- A. All developers of property along either side of a public roadway shall construct a pathway when they develop their property, in accordance with the standards outlined in this Ordinance. *(amended 07.19.93, 02.03.03)*
- B. In lieu of constructing the pathway, and only with the recommendation of the Planning Commission and Parks and Paths Advisory Committee and approval of the Township Board, a developer may be allowed to pay to the Township a sum of money equivalent to the actual cost of construction of the path, including permit, engineering, and inspection fees. Except as otherwise provided below, the actual cost of construction, including fees, shall be determined by the Township Engineer, and shall be based on recent bids received by the Township for similar types of path construction. The Township Board, upon recommendation of the Parks and Paths Advisory Committee, may accept a lesser amount of money from a developer only in the situation where the developer's respective section of safety path is either not included in the Safety Path Master Plan, or deemed to be not necessary by the Parks and Paths Advisory Committee and Planning Commission. Any payment in lieu of constructing the pathway shall be paid in full prior to a pre-construction meeting and issuance of a soil erosion permit. *(amended 07.19.93, 02.03.03, 01.19.21)*
- C. Unless the Township Board has allowed a developer to pay a sum of money to the Township in lieu of constructing a pathway under Subsection 5(B), construction of the safety path shall be completed for each phase (if applicable) prior to the issuance of a final Certificate of Occupancy for any building structure located on the parcel in which the safety path is to be located. The developer shall be responsible for securing all necessary permits, paying all necessary fees, and obtaining necessary inspections from Orion Township, the Road Commission for Oakland County, and/or the Michigan Department of Transportation. *(amended 07.19.93, 10.20.97)*
- D. In order to ensure completion of the path, the developer shall deposit a Performance Guarantee per Section 30.09 of Ordinance 78 prior to beginning construction of the safety path to guarantee the completion of such path. The escrowed amount shall be returned to the developer upon completion of the safety pathway and approval by the Township Engineer and Building Official. *(amended 10.20.97, 02.03.03, 01.19.21)*
- E. Anyone constructing a safety path in Orion Township shall first obtain a permit from the Township, using forms provided by the Planning & Zoning Department. A Township review fee shall be established in accordance with the Schedule of Fees & Escrow Charges, Ordinance 41, for applicable portions of site plan review, and shall be deposited with the Township, along with plan submittal. *(amended 07.19.93, 02.03.03, 01.19.21)*
- F. Periodic inspection is required during safety path installation. An acceptable final inspection is also required. A construction inspection and administration escrow estimate will be determined by the Township Engineer in accordance with the Township Engineering Standards as adopted April 2016 and as amended, to cover the cost of required inspections, scheduling inspectors, construction engineering review and site visits, processing/administration of construction related documents/matters, and associated work by the Township Engineer. Inspection & administration escrow accounts must be established with the Township before any site work may begin. *(added 2021)*
- G. These monies will be placed in an escrow account and any unused monies will be refunded. If the escrow is not sufficient to cover the project costs, an additional deposit shall be required prior to the acceptance of the pathway by the Township, issuance of a final certificate of occupancy or release of the SESC Guarantee. *(added 2021)*



- H. In addition to the above construction, permit, and inspection fees, the developer shall place, with the Township, a 2-year Maintenance and Guarantee Bond in the amount of twenty-five percent (25%) of the estimated cost of the safety path construction, as agreed upon by the Township Engineer and the developer, shall be provided by the developer to the Township following the final inspection and acceptance of such path by the Township Engineer. At the expiration of the two (2) year period, the bond will be returned to the developer, provided that no damage has been done to the safety path by construction activities and that the path is in essentially the same condition as it was at the time of final inspection by the Township Engineer. *(amended 07.19.93, 02.03.03, 01.19.21)*

## **Section 6 - Safety Path Construction Standards** *(amended 01.19.21)*

Safety Paths shall be constructed according to the following standards and specifications:

- A. All construction shall comply with the requirements of the Road Commission for Oakland County where it is feasible and practicable. (See Exhibit 1) *(amended 02.03.03)*
- B. Design Standards. Safety Paths shall be constructed in accordance with April 2016 adopted and as amended engineering standards for the Township. *(amended 07.19.93, 02.03.03, 01.19.21)*

## **Section 7 - Safety Path Maintenance**

- A. The developer of any section of approved Orion Township safety path shall be responsible for the maintenance of such path for a period of two (2) years, commencing on the date of the path's final inspection and acceptance by the Township Engineer and expiring on the two (2) year anniversary date of such acceptance. This expiration date is intended to coincide with the 2-year Maintenance and Guarantee bond reimbursement date, at which time the Township, upon approvals from the Township Engineer as to the acceptable condition of such path, shall take over the maintenance of such path and the developer's responsibility shall end, excepting for Paragraphs C and D. *(amended 07.19.93, 01.19.21)*
- B. The developer of real property across which a safety path traverses shall be responsible for the following maintenance for a two-year period, which shall begin upon completion and acceptance of the Safety Path. *(amended 07.19.93, 02.03.03, 01.19.21):*
1. Repair of surface cracks, upheaval, or deterioration.
  2. Any damage caused by the elements or by any person during the duration of the two (2) year period.
- C. Safety paths constructed as part of the internal site improvements of any new development within the Township shall be constructed and maintained by the Developer as stated in Section 7(B)(1)-(2) above and as determined by the Township Engineer. Thereafter the Homeowners Association shall be responsible for all future maintenance, replacement, or repair thereof. These requirements shall be made a part of the condominium bylaws and recorded as part of the Master Deed. Safety paths constructed along the development's main public road frontage per Section 5.A. and as determined by the Township Engineer, will be maintained by the Township following final acceptance and release of the 2-yr Maintenance and Guarantee Bond as noted in Section 5.D. *(added 01.19.21)*
- D. Owners of developed property abutting the pathway shall keep vegetation trimmed so that no portion of said vegetation extends over the safety path unless such vegetation is a minimum of eight and one-half (8.5) feet above the safety path.
- E. Owners of developed property shall keep the portion of the safety path that runs adjacent to their property free and clear of all debris, litter, leaves or branches, machinery, vehicles, equipment, junk, and other items which may obstruct the use of the safety path.
- F. Any person who negligently, intentionally, or maliciously causes damage to the safety path shall be responsible for either one of the following *(amended 02.03.03):*
1. repair and/or replacement of the affected portion of the safety path, or
  2. the cost of repair to the safety path.

Should the responsible person choose to repair and/or replace the safety path, said repair shall be made to the standards in Section 6, within ninety (90) days, weather conditions permitting, following issuance of a Township construction permit.



If the responsible person opts to pay the cost of repair, notice of the actual cost of such repair shall be sent to the responsible person by the Township Clerk, with a demand for payment. If said person fails to pay such costs within thirty (30) days after notice, the Township Board may authorize civil action to collect such costs.

Upon repair and/or replacement of the damaged safety path, the responsible person shall maintain the applicable section of safety path for a period of one (1) year. This requirement may be waived in situations where a minor section of the safety path has been repaired and/or replaced upon petition to the Township Board, based on the recommendation of the Parks and Paths Advisory Committee. *(amended 01.19.21)*

G. The Township shall establish a Safety Path Maintenance Fund. This fund shall receive a minimum of five percent (5%) of the revenue generated by the Safety Path millage each year. These monies shall be used exclusively for maintenance purposes.

H. Removal of Animal Excrement Required. *(added 02.03.03)*

It shall be unlawful for any owner of a dog or cat to allow or permit such dog or cat to soil, defile, defecate, or to commit any nuisance on a public thoroughfare, sidewalk, passageway, bypass, play area, park or any place where people congregate or walk, or upon public property whatsoever, or upon any private property without permission of the owner of such property unless:

1. Such owner shall immediately remove all droppings deposited by such dog or cat by any sanitary method, and for such purposes shall possess a container of sufficient size to collect and remove the above mentioned droppings and exhibit the container, if requested by any official empowered to enforce this Ordinance; and
2. Such owner shall deposit said droppings or container of droppings in a toilet or a receptacle ordinarily used for garbage and covered by a lid or in an otherwise lawful and sanitary manner.

## **Section 8 - Sidewalk Maintenance** *(added 02.03.03)*

A. The Township Board, pursuant to MCL 41.288a, may order the maintenance or repair of sidewalks in the Township because of health, safety, or general welfare of the residents of the Township.

B. The following regulations shall apply to sidewalks in the Township:

1. If the Township Board tentatively determines that maintenance or repair of sidewalks within a subdivision and/or adjacent to one or more street lots may be necessary due to being in a condition of disrepair, or due to one or more other identified reasons:
  - a. The Township shall obtain the approval of the Michigan Department of Transportation or of the Road Commission for Oakland County with regard to undertaking the maintenance and/or repair of sidewalks in a right-of-way within their respective jurisdiction.
  - b. A plan and cost estimate for maintenance and repair shall be prepared, along with an assessment roll based upon such cost estimate, allocating the cost of the project, including the cost of inspection, engineering, legal, finance and administration, to the properties involved (e.g., the properties within the subdivision), and a notice of a public hearing shall be sent to owners of such lots, units and parcels. The notice shall include a basic description of the project, the cost estimate, and the tentative assessment amount, and shall be sent by first class mail to the last known address of the owner of the properties based upon the current tax assessment records in the Township.
2. Following the public hearing, if the Township Board determines that the maintenance and/or repair of certain sidewalks is necessary due to being in a condition of disrepair, or due to one or more other identified reasons, the Board may adopt a resolution confirming the assessment roll and determining to contract for such maintenance and/or repair, and assess the costs to the properties involved in proportion to the respective benefits received, payable in five (5) annual installments, with interest; provided, however, prior to entering into such contract, the Township Board may, if requested in writing by persons representing a number of properties within the area to be assessed deemed sufficient by the Township Board, provide an opportunity within a reasonable time set by the Township or the respective property owners involved to have the sidewalks maintained and/or repaired at their own expense, according to specifications directed by the Township.



3. A notice of assessment shall be sent to each property involved following entry into a contract for the maintenance and/or repair. If the amount of the contract is more or less than the cost estimate, the amount of the assessment upon each property shall be adjusted accordingly; provided, however, if the cost difference is more than ten percent (10%) higher than the estimate, the contract shall not be entered into, and the assessment shall not be finalized unless and until a new public hearing is noticed and held by the Township Board in the manner provided above.
- C. Assessments established under this Ordinance shall constitute a lien upon the property assessed and shall be collected, and delinquent assessment payments shall accrue interest and penalties, as provided for in Public Act No. 188 of 1954, as amended.

### **Section 9 - Private Maintenance and/or Repair of Sidewalks and Safety Paths** *(added 02.03.03, 01.19.21)*

- A. If an area of sidewalk is in a condition of disrepair resulting from the actions of one or more private property owners, such owner or owners shall repair such area of sidewalk. For purposes of this section, "actions" shall include, but shall not be limited to: surface drainage; on-site construction; vehicular traffic; and other site activities and actions resulting in a condition of disrepair. All repairs shall be made within ninety (90) days, weather permitting, following issuance of a Township construction permit, and in accordance with the standards in Section 6. The following sections shall also apply if a responsible person opts to repair and/or replace a damaged section of safety path under Section 7(E).
- B. If an area of sidewalk is in a condition of disrepair resulting from the actions of a public utility franchise, such entity shall repair such area of sidewalk or safety path at its sole cost. For purposes of this section, "actions" shall include any on-site activities conducted by the public utility and actions resulting in a condition of disrepair. All repairs shall be made within ninety (90) days, weather permitting, following issuance of a Township construction permit, and in accordance with the standards in Section 6. *(added 2021)*
- C. If damage or injury is caused as a result of a failure to promptly repair a condition of disrepair, as stated in Subsection A of this section, above, and if the Township had previously provided notice of the condition of disrepair and allowed an opportunity for hearing before the Township Board, or the Board's designee, the owners to whom such notice was sent shall be liable to the Township for any damages, costs and expenses incurred by the Township, including reasonable attorney fees expended by the Township.
- D. In addition to the above, the Township Board, pursuant to MCL 41.288a, may order the repair of such sidewalk or safety paths by the persons whose actions resulted in a condition of disrepair; and, if such repair is not made within the time stated in the order of the Township Board, and the sidewalk or safety path is within reasonable proximity of the property owned by the breaching party, the Township may proceed with the repairs and recover all costs and expenses incurred by the Township, plus a reasonable administrative fee, by assessing the property of the owner or owners who failed to make the repairs required under this section. Such assessments shall be made in accordance with the procedure specified, above, in this section. If the party failing to make the required repair does not own the property within reasonable proximity of the sidewalk or safety path to be repaired, the Township may seek recovery of all costs and expenses, including reasonable administrative costs and attorney fees, by any lawful means.
- E. In the event an individual alleges the Township has any liability for injuries sustained by that individual as a result of a defective sidewalk or safety path, the injured person shall serve notice upon the Township within the time and in the manner prescribed by law as a condition to any recovery. *(amended 01.19.21)*

### **Section 10 - Prohibition of Obstruction of Sidewalks and Safety Paths** *(added 02.03.03)*

- A. No person shall obstruct, or cause or permit the obstruction of any sidewalk or safety path in the Township by the placement on such sidewalk or safety path of any object, debris or material of any kind or nature, or by suspending any sign, object or material within eight and one-half (8.5) feet above a sidewalk or safety path. This provision is not intended to create an obligation to modify natural accumulations of snow or ice.
- B. Subsection A shall not apply in circumstances in which a person is temporarily loading or unloading a vehicle adjacent to the property, if such person has, if reasonably required, secured a device reasonably calculated to warn users of the sidewalk or safety path of the obstruction so as to avoid injury and/or damage.



**Section 11 - Safety Path Signage** *(amended 07.19.93)*

The Parks and Paths Advisory Committee may develop, in conjunction with the Safety Path Plan, a plan for signage along each section of pathway as it is proposed for construction. The Committee may require signs under the following circumstances and for the following reasons *(amended 02.03.03, 01.19.21)*:

- A. As part of a developer's responsibility in constructing the path as approved by the Township Engineer.
- B. As part of the Township's responsibility when the Township assumes the maintenance of any portion of each path.
- C. To prohibit all motorized vehicles from using the path, excepting:
  - 1. Vehicles for the physically disabled designed for use by one individual at a time.
  - 2. Light duty maintenance vehicles authorized by the Township.
- D. To alert pathway traffic to hidden driveways or similar hazards.
- E. To alert approaching motorists to the presence of the pathway.

The standards for signs including, but not limited to, sign size, material, location in relation to the pathway as well as the roadway, height, and method of installation shall be in accordance with established Road Commission for Oakland County sign standards. (See Exhibit 1) *(amended 02.03.03)*

**Section 12 - Severability**

This Ordinance shall be deemed to be severable, and should any section, paragraph, or provision hereof be declared by the courts to be unconstitutional or invalid, such holdings shall not affect the validity of this Ordinance as whole or any part hereof, other than the part so declared to be unconstitutional or invalid.

**Section 13 - Violation and Penalties** *(amended 08.15.94, 02.03.03)*

- A. Municipal Civil Infraction / Payment of Fine.

Any person, firm, or corporation violating a provision of this Ordinance, upon an admission or a finding of responsibility for such violation, shall be deemed responsible for a municipal civil infraction as that term is defined and used in MCL 600.101, *et seq.*; MSA 27A.101, *et seq.*, as amended, and shall pay a civil fine as prescribed by ordinance or as determined by the district court, district court judge, or district court magistrate.

- B. Costs.

A person, firm, or corporation ordered to pay a fine under Subsection A shall be ordered by the district court judge or magistrate to pay costs of not less than Nine Dollars (\$9) or more than Five Hundred Dollars (\$500), which costs may include all expenses, direct or indirect, to which the Township of Orion has been put in connection with the violation of the Ordinance up to the entry of the court's judgment or order to pay fines and costs.

- C. Additional Writs and Orders.

A person who admits or is found responsible for violation of this Ordinance shall comply with any order, writ, or judgment issued by the district court to enforce this Ordinance pursuant to Chapter 83 and Chapter 87, of the Revised Judicature Act, MCL 600.101, *et seq.*; MSA 27A.101, *et seq.*, as amended.

- D. Default on Payment of Fines and Costs.

A default in payment of a civil fine, costs, or damages, or expenses ordered under Subsection A or B or an installment of the fine, costs, or damages or expenses as allowed by the court, may be collected by the Township of Orion by a means authorized for the enforcement of a judgment under Chapters 40 or 60 of the Revised Judicature Act, MCL 600.101, *et seq.*; MSA 27A.101, *et seq.*, as amended.



E. Failure to Comply with Judgment or Order.

If a defendant fails to comply with an order or judgement issued pursuant to this section within the time prescribed by the court, the court may proceed under Subsection G.

F. Failure to Appear in Court.

A defendant who fails to answer a citation or notice to appear in court for a violation of this Ordinance is guilty of a misdemeanor, punishable by a fine of not more than Five Hundred Dollars (\$500) plus costs and/or imprisonment not to exceed ninety (90) days.

G. Civil Contempt.

1. If a defendant defaults in the payment of a civil fine, costs, or other damages or expenses, or installment as ordered by the district court, upon motion of the Township of Orion or upon its own motion, the court may require the defendant to show cause why the defendant should not be held in civil contempt and may issue a summons, order to show cause, or bench warrant of arrest for the defendant's appearance.
2. If a corporation or an association is ordered to pay a civil fine, costs, or damages or expenses, the individuals authorized to make disbursements shall pay the fine, costs, or damages or expenses, and their failure to do so shall be civil contempt unless they make the showing required in this subsection.
3. Unless the defendant shows that the default was not attributable to an intentional refusal to obey the order of the court or to a failure on his or her part to make a good faith effort to obtain the funds required for payment, the court shall find that the default constitutes a civil contempt and may order the defendant committed until all or a specified part of the amount due is paid.
4. If it appears that the default in the payment of a fine, costs, or damages or expenses does not constitute civil contempt, the court may enter an order allowing the defendant additional time for payment, reducing the amount of payment or of each installment or revoking the fine, costs, or damages or expenses.
5. The term of imprisonment on civil contempt for nonpayment of a civil fine, costs, or damages or expenses shall be specified in the order of commitment and shall not exceed one (1) day for each Thirty Dollars (\$30) due. A person committed for nonpayment of a civil fine, costs, or damages or expenses shall be given credit toward payment for each day of imprisonment and each day of detention in default of recognizance before judgment at the rate of Thirty Dollars (\$30) per day.
6. A defendant committed to imprisonment for civil contempt for nonpayment of a civil fine, costs, or damages or expenses shall not be discharged from custody until one of the following occurs:
  - a. Defendant is credited with an amount due pursuant to Subsection G(5).
  - b. The amount due is collected through execution of process or otherwise.
  - c. The amount due is satisfied pursuant to a combination of Subdivisions G(6)(a) and (b).
7. The civil contempt shall be purged upon discharge of the defendant pursuant to Subsection G(6).

H. Lien Against Land, Building, or Structure *(added 02.03.03)*.

1. If a defendant does not pay a civil fine or costs or installment ordered under Subsection A or B within thirty (30) days after the date upon which the payment is due for a violation of this Ordinance involving the use or occupation of land or a building or other structure, the Township of Orion may obtain a lien against the land, building, or structure involved in the violation by recording a copy of the court order requiring payment of the fine and costs with the Register of Deeds for Oakland County. The court order shall not be recorded unless a legal description of the property is incorporated in, or attached to, the court order.
2. The lien is effective immediately upon recording of the court order with the Register of Deeds.



3. The court order recorded with the Register of Deeds shall constitute the pendency of the lien. In addition, a written notice of the lien shall be sent by Orion Township by first class mail to the owner of record of the land, building, or structure at the owner's last known address.
4. The lien may be enforced and discharged by Orion Township in the manner prescribed by its Charter, by the General Property Tax Act, Act No. 206 of the Public Acts of 1893, being Sections 211.1, et seq., of the Michigan Compiled Laws, or by an ordinance duly passed by the Township. However, property is not subject to sale under Section 60 of Act No. 206 of the Public Acts of 1893, being Section 211.60 of the Michigan Compiled Laws, for non-payment of a civil fine or costs or an installment ordered under Subsections A or B unless the property is also subject to sale under Act No. 206 of the Public Acts of 1893 for delinquent property taxes.
5. A lien created under this section has priority over any other lien unless one or more of the following apply:
  - a. The other lien is a lien for taxes or special assessments.
  - b. The other lien is created before the effective date of the amended ordinance that added this section.
  - c. Federal law provides the other lien has priority.
  - d. The other lien is recorded before the lien under this section is recorded.
6. The Township may institute an action in a court of competent jurisdiction for the collection of the fines and costs imposed by a court order for a violation of this Ordinance. However, an attempt by the Township to collect the fines or costs does not invalidate or waive the lien upon the land, building, or structure.
7. A lien provided for by this subsection shall not continue for a period longer than five (5) years after a copy of the court order imposing a fine or cost is recorded, unless within that time an action to enforce the lien is commenced.

**Section 14 - Effective Date** *(amended 07.19.93, 02.03.03)*

This Ordinance shall be published in full in a newspaper of general circulation in the Charter Township of Orion qualified under State law to publish legal notices and shall become effective upon publication, as provided by law.



**Exhibit I** *(amended 07.19.93, 02.03.03, 01.19.21)*  
**Design Types - Type I Path:**

**I. Minimum Guidelines**

<b>Path Width</b>		8 feet
<b>Path Depth</b>		3 inches of hot mix asphalt over 4 inches of 21AA limestone aggregate
<b>Fixed Object Clearance</b>		3 feet
<b>Shoulder Grading Width</b>		1 foot
<b>Overhead (Vertical) Clearance</b>		8-1/2 feet
<b>Setbacks</b>	<b>From property line</b>	1 foot
	<b>From back of curb</b>	5 feet
	<b>From edge of pavement (no curb)</b>	12 feet
	<b>From ditch back slope</b>	3 feet
<b>Sight Distance</b>	<b>Level path 0-4%</b>	125 feet
	<b>At 5% grade</b>	140 feet
<b>Structures (Bridges)</b>		Same width as pathway. Railings must be 4-1/2 feet high (minimum).
<b>Curve Radii</b>		90 ft. radius (20 mph)

**II. Maximums or No Variation**

<b>Cross Slope Gradient for Drainage</b>		2%
<b>Grade</b>		5% or per ADA standards
<b>Railroad Crossing Angle</b>		As close to 90 degrees as possible, but no less than 75 degrees
<b>Curb Cut Ramps</b>		All intersections with curbs
<b>Signage</b>	<b>No posting of signs or painting on path surface for "Bikeway", "Bike Route", or "Bike Path" will be allowed.</b>	
	<b>Warning signs are required to indicate:</b>	* Path Ends Ahead
		* End of Path
		* Path Narrows Ahead
	<b>All signs must conform with the Michigan MUTCD</b>	
	<b>Signs may include:</b>	* Yield to Pedestrians
		* Safety Path Route
		* No Motor Vehicles
		* No Parking - Safety Path



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**Charter Township of Orion**  
**Parks and Path Advisory Committee**  
**May 20, 2021 - 6:00 p.m.**  
**Orion Center – Agenda**  
**1335 Joslyn Rd. Lake Orion, MI 48360**

---

**1. Call to Order**

**2. Roll Call – Parks & Paths**

Arquette-Palermo, Michele

Miller, Jenn

Cotter, BC

Gorman, Kevin

Steele, Donni (Board Representative)

Landis, Mark (OHM – Twp. Engr.)

Berwick, Jay

Richards, Jerry

Williams, Tim

Dalrymple, Julia (Board Representative)

Birney, Brian (Altn. Board Representative)

Whatley, Aaron (Parks & Recreation Director)

**Determination of a Quorum (minimum 4 members)**

**3. Approvals of Minutes- N/A**

**4. Approval of Meeting Agenda – February 18, 2021**

**5. Public Comment on Non-Agenda Items - 3-minute limit per person**

**6. New Business**

A. Chairperson - Appointment

B. Clarkston Rd. Safety Path – Parcel #09-14-100-008 (PC-2021-40)

**7. Pending Business**

A. Path Project – Updates – Landis, OHM

1. Waldon Rd. retaining wall #3

2. Safe Routes to School

**8. Directors Report -Aaron Whatley**

**9. Organization Reports**

A. Planning Commission – Landis (OHM)

B. Paint Creek / Polly Ann – Steele

C. Waterways- Slow Row

D. Upcoming Community Events

E. Park Liaison (Bald Mountain, Oakland County)- Gorman?

**10. Committee Comments**

**11. Next Steps**

**12. Adjournment**

**Next Meeting Parks & Paths Committee: Thursday July 15, 2021 @ 6pm @ Orion Center**

*In the spirit of compliance with the American with Disabilities Act, individuals with a disability should feel free to contact the Township at least seventy-two (72) hours in advance of the meeting if requesting accommodations.*





## Agenda Item Summary

**To:** Board of Trustees  
**From:** Penny Shults, Township Clerk  
**Meeting Date:** June 7, 2021  
**Memo Date:** June 3, 2021  
**Subject:** Second Reading 0 PC-2018-49 Hills of Woodbridge Final PUD Rezone/Map Amendment, Agreement, and Condo Documents

☐ Consent ☒ Pending

### REQUEST

Board Action on PC-2018-49, Hills of Woodbridge Final PUD Plan Rezone/Map Amendment, Agreement, and Condo Documents.

### REASON

Please refer to documentation from your May 3, 2021 meeting packet (following). A revised final PUD plan set was received since the first reading and are date stamped 06/03/21..

### PROCESS

First Reading was held on May 3, 2021 and the item was advertised in the May 12, 2021 edition of the Orion Review for second reading and possible adoption at the June 07, 2021 meeting.

### RECOMMENDATION (MOTION)

JUNE 7, 2021

The Charter Township of Orion Board of Trustees having reviewed the application, the Township consultant reviews and having taken into consideration all of the following eligibility criteria:

1. Recognizable Benefit
2. Density Impact
3. Township Master Plan
4. Economic Impact
5. Guaranteed Open Space
6. Unified Control

(IF MOTION TO APPROVE SECOND READING)

Move to declare the second reading of PC-2018-49, Hills of Woodbridge Planned Unit Development (PUD) Final Plan Rezone/Map Amendment, Agreement, and Condo Documents was held on June 7, 2021 and approve the request to rezone vacant parcel 09-26-451-004 north of 3805 S. Lapeer, vacant parcel 09-26-402-020, and vacant parcel 09-26-402-021 (both west of 40 Hi-Hill Dr.) from R-1, OP, and RB to PUD for plans date stamped received 06/03/21. In addition, the Township Supervisor and Township Clerk are authorized to sign the PUD Agreement on behalf of the Township after it is





## Charter Township of Orion

2525 Joslyn Rd., Lake Orion MI 48360  
www.oriontownship.org

Phone: (248) 391-0304

approved by the Township Attorney. This is also an approval of the condo documents after approved by Township Planner, Fire, Engineer, and Attorney.

### (IF MOTION TO DENY SECOND READING)

Move to declare that the Orion Township Board of Trustees held and denied the second reading on June 7, 2021 for PC-2018-49, Hills of Woodbridge Final PUD Rezone/Map Amendment, Agreement, and Condo Documents, request to rezone vacant parcel 09-26-451-004 north of 3805 S. Lapeer, vacant parcel 09-26-402-020, and vacant parcel 09-26-402-021 (both west of 40 Hi-Hill Dr.) from R-1, OP, and RB to PUD for plans date stamped received 06/03/21 for the reasons given by the Planning Commissions motion to recommend denial from April 7, 2021.

### (IF MOTION TO REFER THE FINAL PLAN BACK TO THE PLANNING COMMISSION)

Move to refer the Final PUD plan back to the Planning Commission for PC-2018-49, Hills of Woodbridge Final PUD Rezone/Map Amendment, Agreement, and Condo Documents, with the following comments: (insert comments)..



# "HILLS OF WOODBRIDGE"

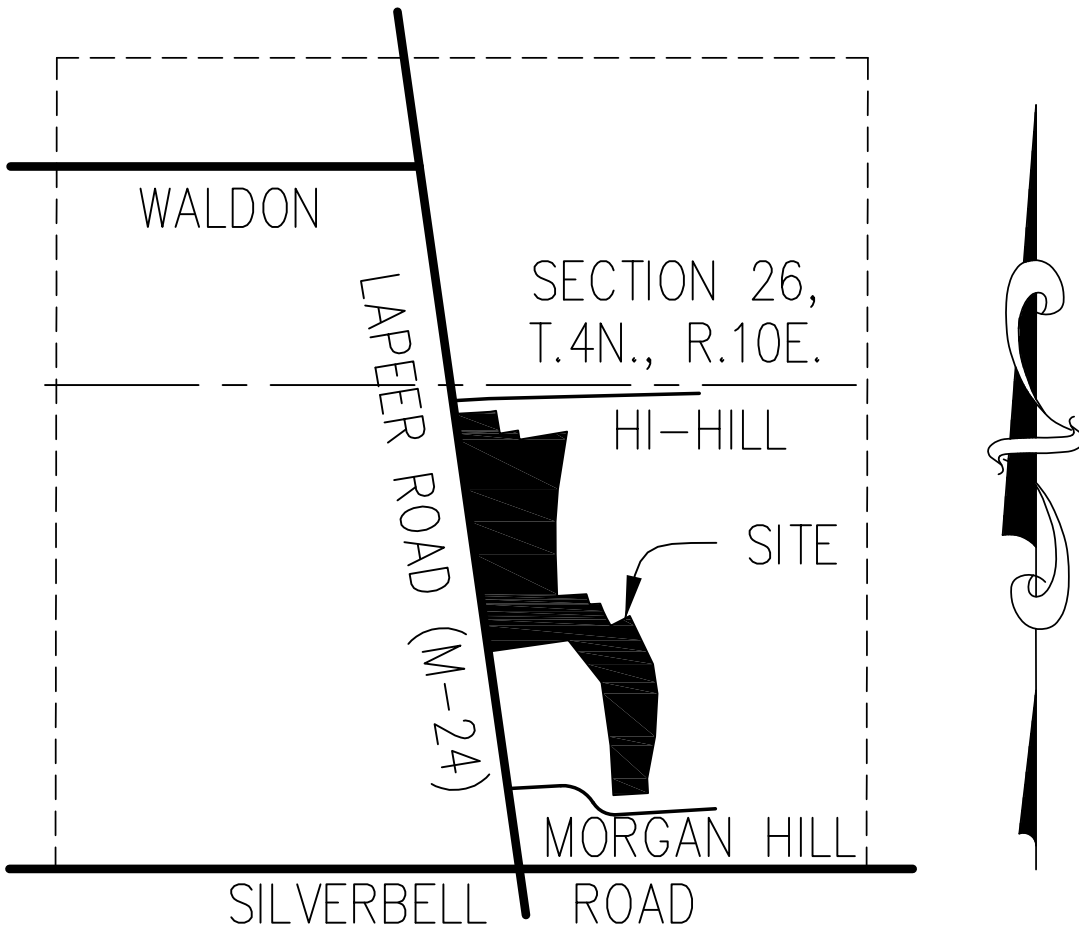
PART OF THE SOUTHEAST 1/4 OF SECTION 26, T.4N., R.10E.,  
ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN.

DEVELOPER  
LANDTEC COMPANIES  
51410 MILANO DRIVE, SUITE 115  
MACOMB TOWNSHIP, MI 48044  
(586) 992-8800

ENGINEER  
COMMUNITY E.S., INC.  
5805 24 MILE ROAD, SUITE B  
SHELBY TOWNSHIP, MI 48316  
(586) 677-4081

ARCHITECT  
JMP DESIGN + BUILD, INC.  
51456 ORO ROAD  
SHELBY TOWNSHIP, MI 48315  
(586) 731-0400

LANDSCAPE ARCHITECT  
FELINO A. PASCUAL AND ASSOCIATES  
24333 ORCHARD LAKE ROAD, SUITE G  
FARMINGTON HILLS, MI 48336  
(248) 557-5588



LOCATION MAP

NOT TO SCALE

## DRAWING INDEX

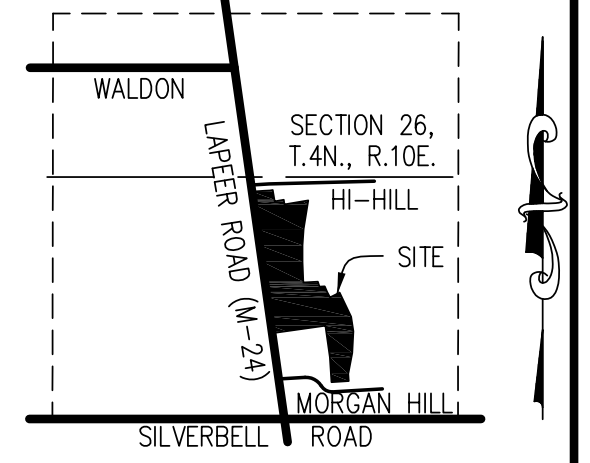
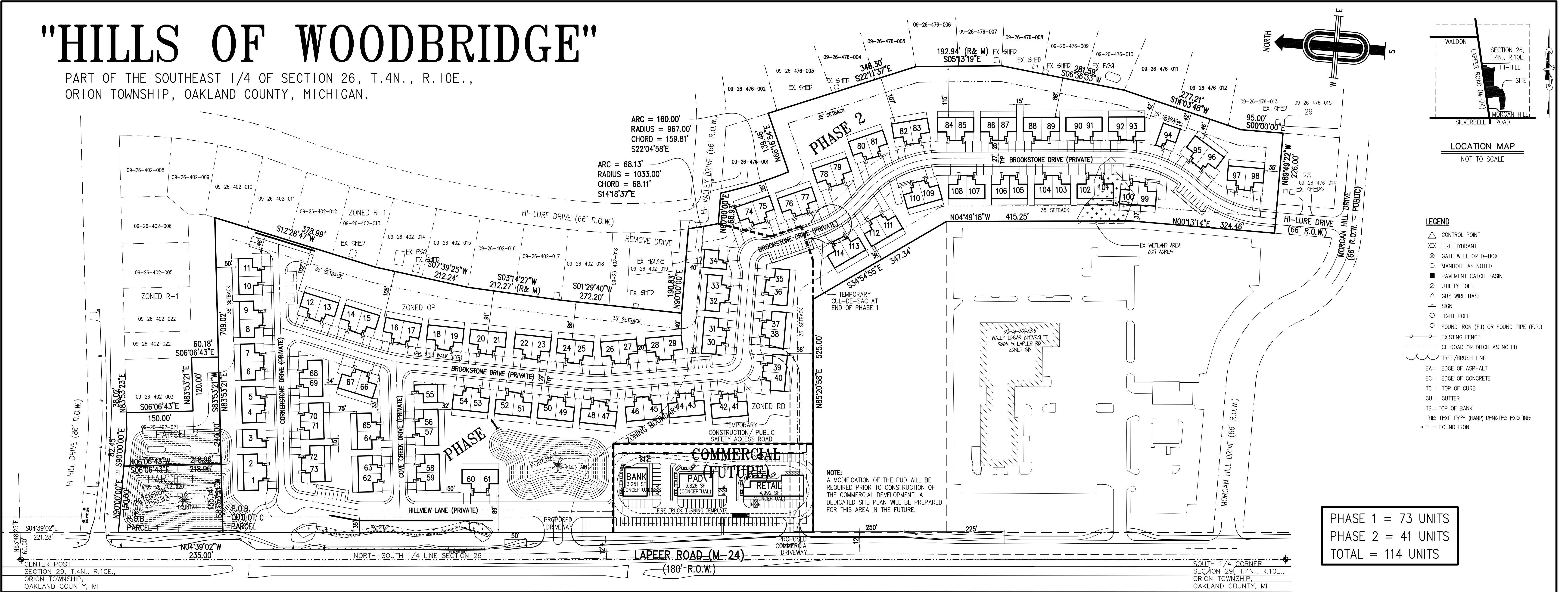
CIVIL PLANS	
0	COVER SHEET
1	GENERAL PLAN
2	SITE PLAN & CALCULATIONS
3	GRADING PLAN – NORTH
4	GRADING PLAN – CENTER
5	GRADING PLAN – SOUTH
6	UTILITY PLAN – NORTH
7	UTILITY PLAN – CENTER
8	UTILITY PLAN – SOUTH
9	TOPOGRAPHIC SURVEY
10	SOIL EROSION & SEDIMENTATION CONTROL PLAN
11	RETAINING WALL DETAILS
12	DRAINAGE AREA MAP
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A-2	OVERALL FLOOR PLAN
A-2.1	PLAN OPTIONS
A-3	EXTERIOR ELEVATIONS
A-4	EXTERIOR ELEVATIONS
A-5	EXTERIOR ELEVATIONS
A-6	WALL SECTIONS
A-7	WALL SECTIONS
A-8	BUILDING SECTION
A-9	BUILDING SECTION
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LS-2	PLANTING DETAIL
LS-3	PLANTING DETAIL
LS-4	BUILDING FOUNDATION & PLANT DETAILS
LS-5	ENTRY MONUMENT AND PLANTING DETAILS
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TS-1	TREE REMOVAL OVERVIEW PLAN
TS-2	TREE REMOVAL PLAN
TS-3	TREE REMOVAL PLAN
TS-4	TREE SURVEY LIST
TS-5	TREE SURVEY LIST
TS-6	TREE SURVEY LIST
LIGHTING PLAN	
1	EXTERIOR PHOTOMETRIC PLAN





# "HILLS OF WOODBRIDGE"

PART OF THE SOUTHEAST 1/4 OF SECTION 26, T.4N., R.10E.,  
ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN.



- LEGEND**
- △ CONTROL POINT
  - XX FIRE HYDRANT
  - ⊗ GATE WELL OR D-BOX
  - MANHOLE AS NOTED
  - ⊗ UTILITY POLE
  - ▲ GUY WIRE BASE
  - LIGHT POLE
  - FOUND IRON (F.I.) OR FOUND PIPE (F.P.)
  - EXISTING FENCE
  - CL ROAD OR DITCH AS NOTED
  - TREE/BRUSH LINE
  - EA= EDGE OF ASPHALT
  - EC= EDGE OF CONCRETE
  - TC= TOP OF CURB
  - GU= GUTTER
  - TB= TOP OF BANK
  - THIS TEXT TYPE (HAND) DENOTES EXISTING
  - FI = FOUND IRON

PHASE 1 = 73 UNITS  
PHASE 2 = 41 UNITS  
TOTAL = 114 UNITS

**ENGINEER:**  
COMMUNITY E.S. INC.  
C/O RICHARD S. HODSDON, P.E.  
5805 24 MILE ROAD, STE. B  
SHELBY TOWNSHIP, MI 48316  
(586) 677-4081  
RICH@COMMUNITYENG.COM

**PREPARED FOR:**  
RICHARD RIZZO  
LANDTEC COMPANIES  
51410 MILANO DRIVE, SUITE 115  
MACOMB, MI 48044  
(586) 992-8800

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**ALTERNATE STREET NAMES**  
EASTBRIDGE DRIVE  
WESTBRIDGE DRIVE  
BRIDGE WAY DRIVE  
FOREST BRIDGE DRIVE  
SOUTHBIDGE DRIVE  
ARCH BRIDGE DRIVE  
TRUSS BRIDGE DRIVE  
ARCHWAY DRIVE  
TIMBER TRUSS DRIVE  
WOOD TRUSS DRIVE  
STONE BRIDGE DRIVE  
STONE ARCH DRIVE

**LEGAL DESCRIPTION: PARCEL A**  
PART OF OUTLOT C, HI-HILL VILLAGE NO. 1, (LIBER 96, PAGES 26 THRU 28), SECTION 26, T.4N., R.10E., ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN. BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT C; THENCE N83°53'21"E 709.02'; THENCE S12°28'47"W 378.99'; THENCE S07°39'25"W 212.24'; THENCE S03°14'27"W 212.27'; THENCE S01°29'40"W 272.20'; THENCE N90°00'00"E 190.83'; THENCE THENCE 68.13' ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 1033.00', LONG CHORD BEARS S14°18'37"E 68.11'), THENCE N90°00'00"E 68.93'; THENCE 160.00' ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 967.00', LONG CHORD BEARS S22°04'58"E 159.81'); THENCE N66°16'54"E 139.46'; THENCE S22°11'37"E 348.30'; THENCE S05°13'19"E 192.94'; THENCE S06°36'33"W 281.59'; THENCE S14°03'48"W 277.21'; THENCE S00°00'00"E 95.00'; THENCE N89°49'22"W 226.00'; THENCE N00°13'14"E 324.46'; THENCE N04°49'18"W 415.25'; THENCE N34°54'55"W 347.34'; S85°20'58"W 525.00'; THENCE N04°39'02"W 1328.38' ALONG THE EASTERLY R.O.W. LINE OF LAPEER ROAD (M-24) TO THE POINT OF BEGINNING. CONTAINING 1,178,141 S.F. --- 27.046 ACRES.

**LEGAL DESCRIPTION: PARCEL 1 - BASED ON SURVEY**  
LOT 63, HI-HILL VILLAGE NO. 1, (LIBER 96, PAGES 26 THRU 28), AND PART OF LOT 264, HI-HILL VILLAGE NO. 4, (LIBER 121 OF PLATS PAGE 29), BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF LOT 63; THENCE N90°00'00"E 150.00' ALONG THE SOUTHERLY R.O.W. LINE OF HI-HILL DRIVE (86' R.O.W.); THENCE S06°06'43"E 218.96'; THENCE S83°53'21"W 155.14'; THENCE N14°39'02"W 235.00' TO THE POINT OF BEGINNING. CONTAINING 34,551 S.F. --- 0.793 ACRES.

**LEGAL DESCRIPTION: PARCEL 2 - BASED ON SURVEY**  
LOT 259 AND PART OF LOT 264, HI-HILL VILLAGE NO. 4 (LIBER 121 OF PLATS PAGE 29), BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF LOT 259; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE SOUTHERLY R.O.W. LINE OF HI-HILL DRIVE (86' R.O.W.): N90°00'00"E 82.45' AND N83°53'23"E 38.02'; THENCE S06°06'43"E 150.00'; THENCE N83°53'21"E 120.00'; THENCE S06°06'43"E 60.18'; THENCE S83°53'21"W 240.00'; THENCE N06°06'43"W 218.96' TO THE POINT OF BEGINNING. CONTAINING 32,804 S.F. --- 0.753 ACRES.

CLIENT REFERENCE: 3677 S. LAPEER ROAD, ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, 48360.

ORDINANCE DEVIATION TABLE			
ITEM	REQUIRED	PROVIDED	DEVIATION REQUIRED
FRONT	25'	25'	NONE
FRONT-PERIMETER	100'	89'	11' REDUCTION
REAR-PERIMETER	50' (75' IF PERIMETER ABUTS SINGLE FAMILY)	35'	40' REDUCTION
SIDE-PERIMETER	50' (75' IF PERIMETER ABUTS SINGLE FAMILY)	35'	40' REDUCTION
FRONT-FRONT	70'	25 + 25 + 27 = 77'	NONE
REAR-REAR	70'	75'	NONE
SIDE-SIDE	20'	15'	5' REDUCTION
SIDE-REAR	50'	31'	19' REDUCTION
LAPEER ROAD	35'	89'	NONE
BUILDING LENGTH	200'	81.25'	NONE
SIDE ENTRY/ RECESSED GARAGE	50% OF UNITS = 57	3 = 2.63% OF UNITS	54 UNIT REDUCTION
DENSITY	6 UNITS/ACRE (MAX)	114 / 25.742 = 4.43 UNITS/ACRE	NONE
SITE COVERAGE	25% MAX	259,167/1,245,492=20.8% (21.8% W/ RETAIL)	NONE
OPEN SPACE	15% RESIDENTIAL: 1,121,277 SF x 0.15 = 168,192 SF 10% COMMERCIAL: 124,220 SF x 0.10 = 12,422 SF	RESIDENTIAL: 259,842 SF COMMERCIAL: 26,243 SF TOTAL: 286,085 SF	NONE
PATIO/DECK AREA	150 SF PER UNIT MINIMUM	150 SF PER UNIT MINIMUM	NONE
PATIO SETBACK	MEET BUILDING SETBACK	EXTEND 14' INTO BUILDING SETBACK	14' REDUCTION
5' GREENBELT	5' GREEN BELT BETWEEN ROAD AND SIDEWALK	SIDEWALK AGAINST BACK OF CURB	5' REDUCTION

NOTE: SETBACKS PROVIDED ARE CONSISTENT WITH THE MULTI-FAMILY COMPONENT WITHIN THE PUD SECTION OF THE ORDINANCE (SECTION 30.03 SEC E.2.)

DRAWING INDEX	
CIVIL PLANS	
1	GENERAL PLAN
2	SITE PLAN & CALCULATIONS
3	GRADING PLAN - NORTH
4	GRADING PLAN - CENTER
5	GRADING PLAN - SOUTH
6	UTILITY PLAN - NORTH
7	UTILITY PLAN - CENTER
8	UTILITY PLAN - SOUTH
9	TOPOGRAPHIC SURVEY
10	SOIL EROSION & SEDIMENTATION CONTROL PLAN
11	RETAINING WALL DETAILS
12	DRAINAGE AREA MAP

REV. 05/28/21 PUD  
REV. 03/29/21 REVISIONS PER FIRE DEPT.  
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REV. 01/23/20 REVISED BUILDING  
REV. 08/20/19 PUD  
REV. 05/13/19 PUD  
REV. 01/10/19 PUD

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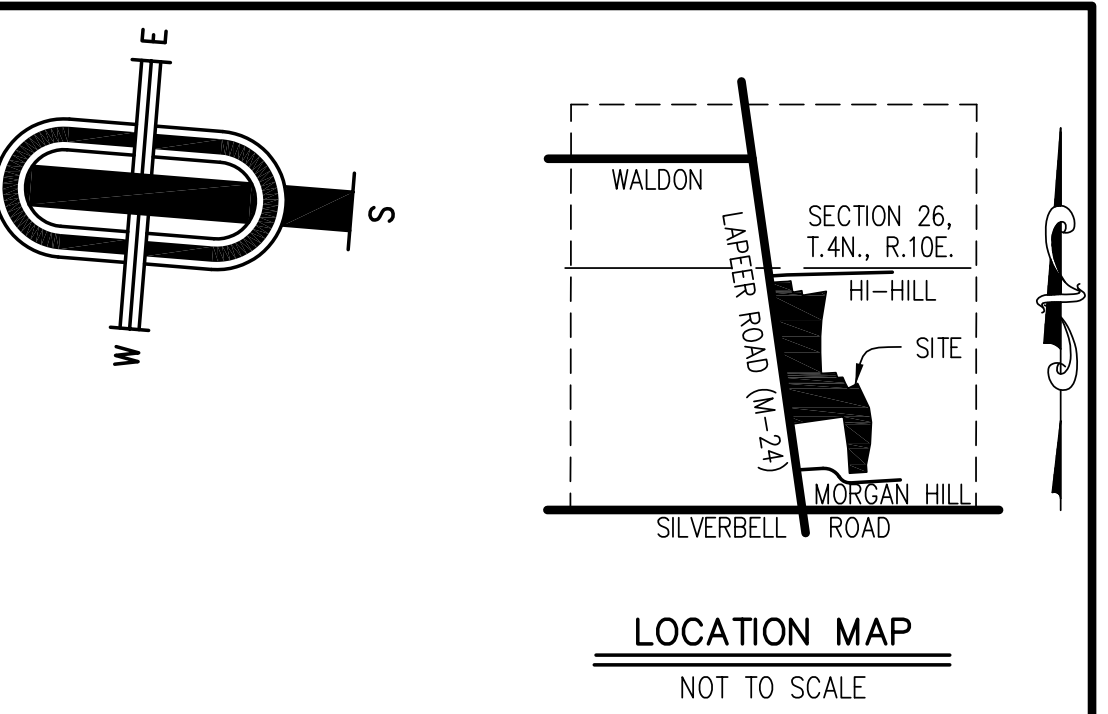
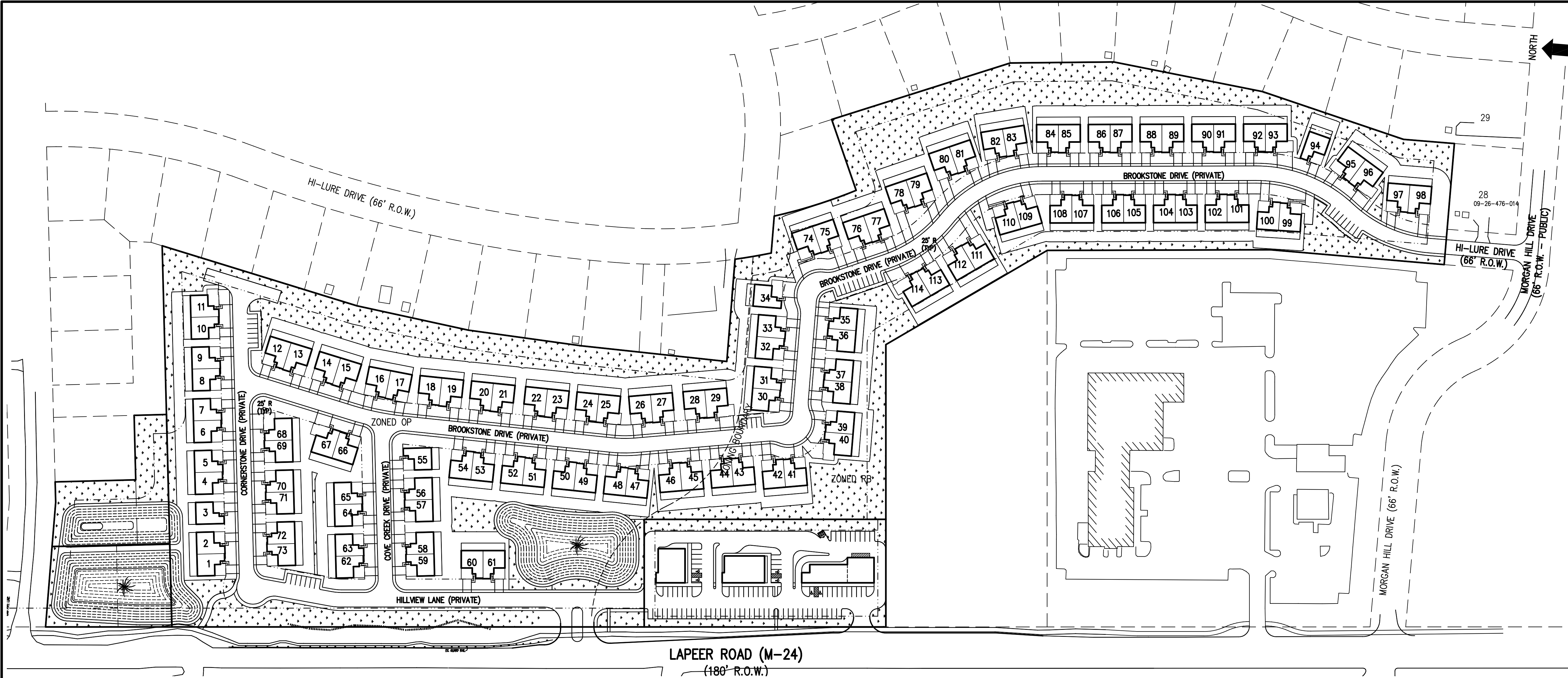
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Telephone (586) 677-4081  
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**HILLS OF WOODBRIDGE**  
PART OF THE SOUTHEAST 1/4 OF  
SECTION 26, T.4N., R.10E.,  
ORION TOWNSHIP,  
OAKLAND COUNTY, MICHIGAN.

DATE **NOV. 16, 2018** SCALE **1" = 100'**  
DRAWN BY **RG** SHEET **1** OF **12**  
CHECKED BY **RSH** DRAWING **Z-18-108**

**GENERAL PLAN**





SANITARY SEWER BASIS OF DESIGN

**INITIAL FLOW**  
73 UNITS X 3.50 PEOPLE/UNIT = 256 PEOPLE

**AVERAGE FLOW**  
RESIDENTIAL FLOW = 100 GAL/PERSON/DAY X 256 PEOPLE / 24 / 3600 / 7.48 = 0.040 CFS

**PEAK FLOW** =  $\frac{18 + \sqrt{256/1000}}{4 + \sqrt{256/1000}}$  X (0.040 CFS) = 0.164 CFS

**ULTIMATE FLOW**  
114 UNITS X 3.50 PEOPLE/UNIT = 399 PEOPLE

**AVERAGE FLOW**  
RESIDENTIAL FLOW = 100 GAL/PERSON/DAY X 399 PEOPLE / 24 / 3600 / 7.48 = 0.093 CFS

**PEAK FLOW** =  $\frac{18 + \sqrt{399/1000}}{4 + \sqrt{399/1000}}$  X (0.093 CFS) = 0.374 CFS

**PROPOSED 8" SANITARY SEWER @ 0.40% = 0.78 CFS**

WATER MAIN BASIS OF DESIGN

**INITIAL FLOW**  
POPULATION: MULTI-FAMILY RESIDENTIAL  
SINGLE-FAMILY = 73 UNITS X 3.50 PEOPLE/UNIT = 255.5 ~ 256 PEOPLE

**AVERAGE FLOW**  
RESIDENTIAL FLOW = 150 GAL/PERSON/DAY X 256 PEOPLE / 24 / 3600 / 7.48 = 0.059 CFS

**AVERAGE FLOW**  
RESIDENTIAL FLOW = 150 GAL/PERSON/DAY X 256 PEOPLE X (10"-6) = 0.038 MGD

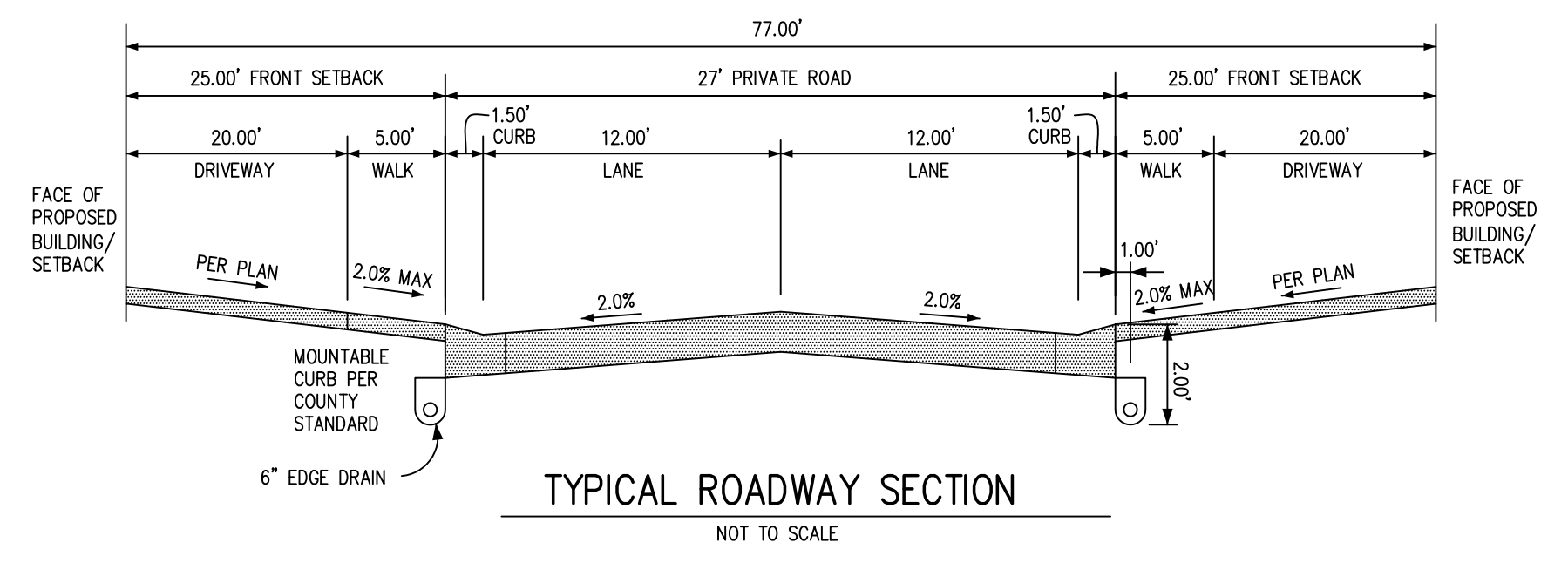
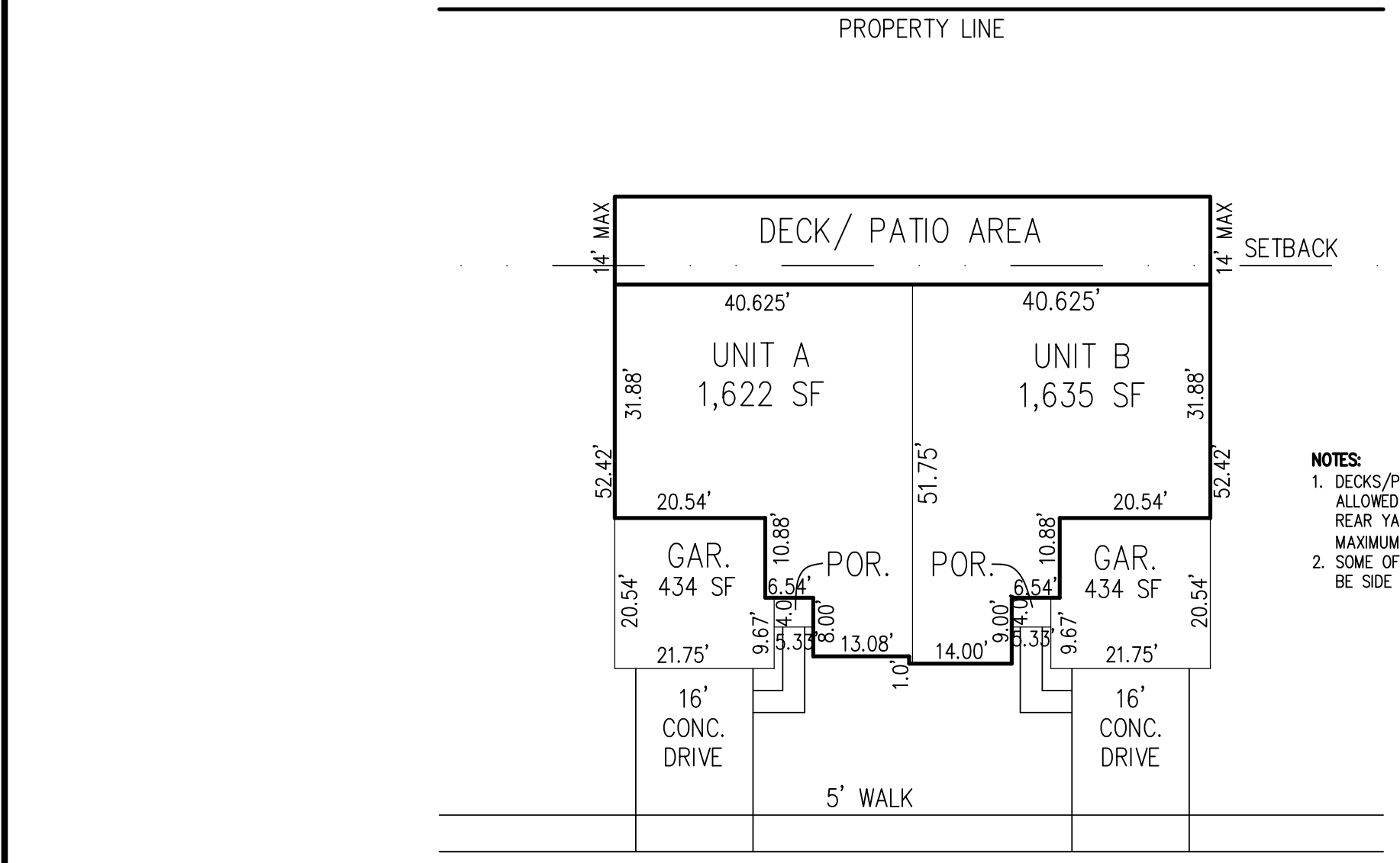
**MAXIMUM FLOW**  
RESIDENTIAL FLOW = AVERAGE FLOW X 2.0 = 0.038 MGD X 2.0 = 0.077 MGD

**ULTIMATE FLOW**  
POPULATION: MULTI-FAMILY RESIDENTIAL  
SINGLE-FAMILY = 114 UNITS X 3.50 PEOPLE/UNIT = 399 PEOPLE

**AVERAGE FLOW**  
RESIDENTIAL FLOW = 150 GAL/PERSON/DAY X 399 PEOPLE / 24 / 3600 / 7.48 = 0.093 CFS

**AVERAGE FLOW**  
RESIDENTIAL FLOW = 150 GAL/PERSON/DAY X 399 PEOPLE X (10"-6) = 0.060 MGD

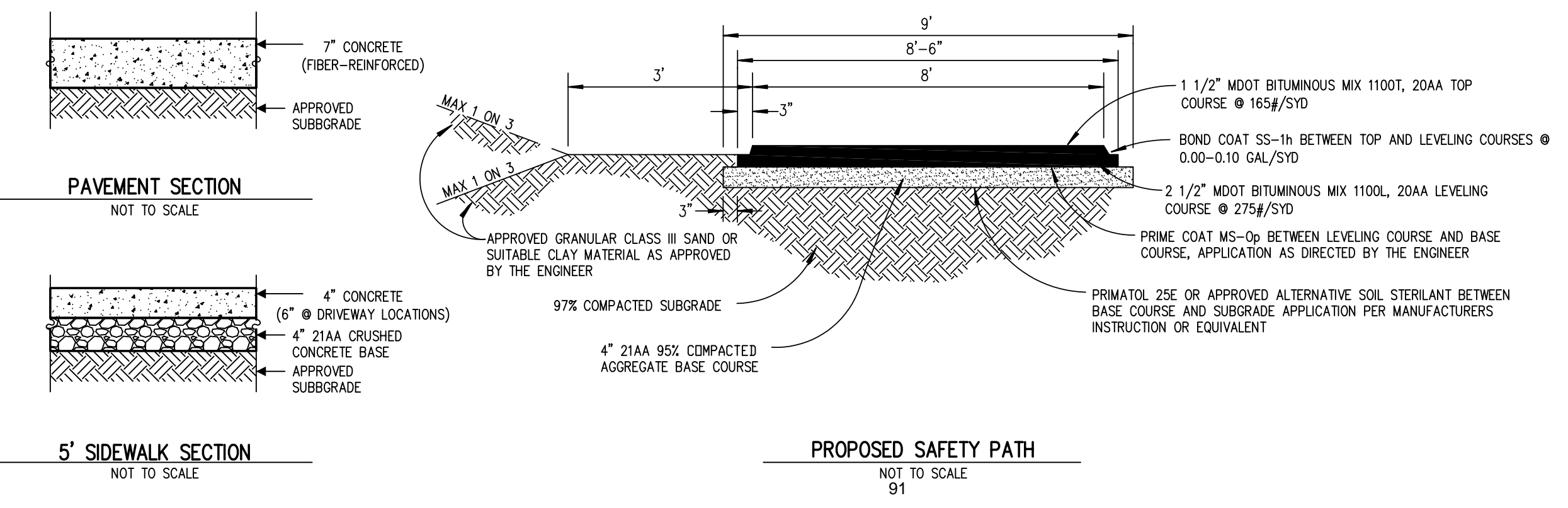
**MAXIMUM FLOW**  
RESIDENTIAL FLOW = AVERAGE FLOW X 2.0 = 0.060 MGD X 2.0 = 0.120 MGD



- NOTES:**
- ZONING:**  
THIS SITE CURRENTLY CONTAINS TWO ZONING CLASSIFICATIONS:  
A. THE NORTH PORTION IS ZONED AS OP (OFFICE & PROFESSIONAL)  
B. THE SOUTH PORTION IS ZONED AS RB (RESTRICTED BUSINESS)  
  
THE ZONING BOUNDARY IS ESTIMATED AS THE PROJECTION OF HI-VALLEY DRIVE TOWARD M-24 LAPEER ROAD, CORRESPONDING TO THE ZONING MAP. THE SITE WILL BE CONSOLIDATED INTO A PLANNED-UNIT DEVELOPMENT.
  - SETBACKS:**  
(SEE DEVIATION TABLE ON SHEET 1)
  - PARKING REQUIREMENTS:**  
**REQUIRED:**  
2 SPACES PER UNIT = (114 x 2) = 228 SPACES  
1 SPACE/3 UNITS - VISITOR PARKING = 114/3 = 38 SPACES  
TOTAL 266 SPACES  
  
**PROVIDED:**  
TYPE 1 (40,625' UNIT W/2-CAR GARAGE) = (106 x 2) = 212 GARAGE SPACES  
= (106 x 2) = 212 DRIVEWAY SPACES  
TYPE 2 (51,625' UNIT W/3-CAR GARAGE) = (8 x 3) = 24 GARAGE SPACES  
= (8 x 3) = 24 DRIVEWAY SPACES  
38 VISITOR SPACES  
  
TOTAL 510 SPACES
  - OPEN SPACE REQUIREMENT:**  
**REQUIRED:**  
RESIDENTIAL: 15% x 1,245,522 SF = 186,828 SF  
COMMERCIAL: 10% x 124,220 SF = 12,422 SF  
  
**PROVIDED:**  
RESIDENTIAL: 259,842 SF (OTHER MINOR AREAS NOT COUNTED)  
COMMERCIAL: 26,243 SF (OTHER MINOR AREAS NOT COUNTED)
  - DENSITY CALCULATION:**  
- MAX ALLOWABLE (RM-1) = 6 UNITS/ACRE  
114 UNITS / 25.742 ACRES = 4.43 UNITS/ACRE
  - MAILBOXES** SHALL BE CONSOLIDATED TO A MAIL KIOSK. LOCATION TO BE DETERMINED.
  - TRASH COLLECTION** SHALL BE PROVIDED USING CURBSIDE PICKUP.
  - EXTERIOR LIGHTING** WILL BE PROVIDED UTILIZING BUILDING-MOUNTED COACH LIGHTS. REFER TO THE PHOTOMETRIC PLANS/ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION.
  - ALL NET BASINS** WILL HAVE FOUNTAINS.
  - UNITS 34, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 74, 75, 111, 112, 113 AND 114** MUST HAVE DECKS AND ARE RESTRICTED TO DECKS ONLY. UNITS 93, 94 AND 95 PROVIDE THE CO-OWNER WITH AN OPTION TO DESIGN AND CONSTRUCT EITHER A PATIO OR A DECK.

CONSTRUCTION SEQUENCE AND TIME SCHEDULE																								
ITEM	2021												2022											
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	
INSTALL SILT FENCE	X																							
MASS GRADING		X																						
UNDERGROUND CONSTRUCTION			X																					
FINE PREP. FOR ROADS				X																				
PAVING					X																			
BUILDING CONSTRUCTION						X																		
STABILIZE GROUND W/VEGETATION AS NEEDED							X																	
FINAL GRADING								X																

**NOTE:**  
CONSTRUCTION WILL BEGIN WITHIN ONE YEAR OF OBTAINING ALL PERMITS.



REV. 05/20/21 PUD  
REV. 03/29/21 REVISIONS PER FIRE DEPT.  
REV. 12/16/20 PUD  
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REV. 01/23/20 REVISED BUILDING  
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REV. 05/13/19 PUD  
REV. 01/10/19 PUD

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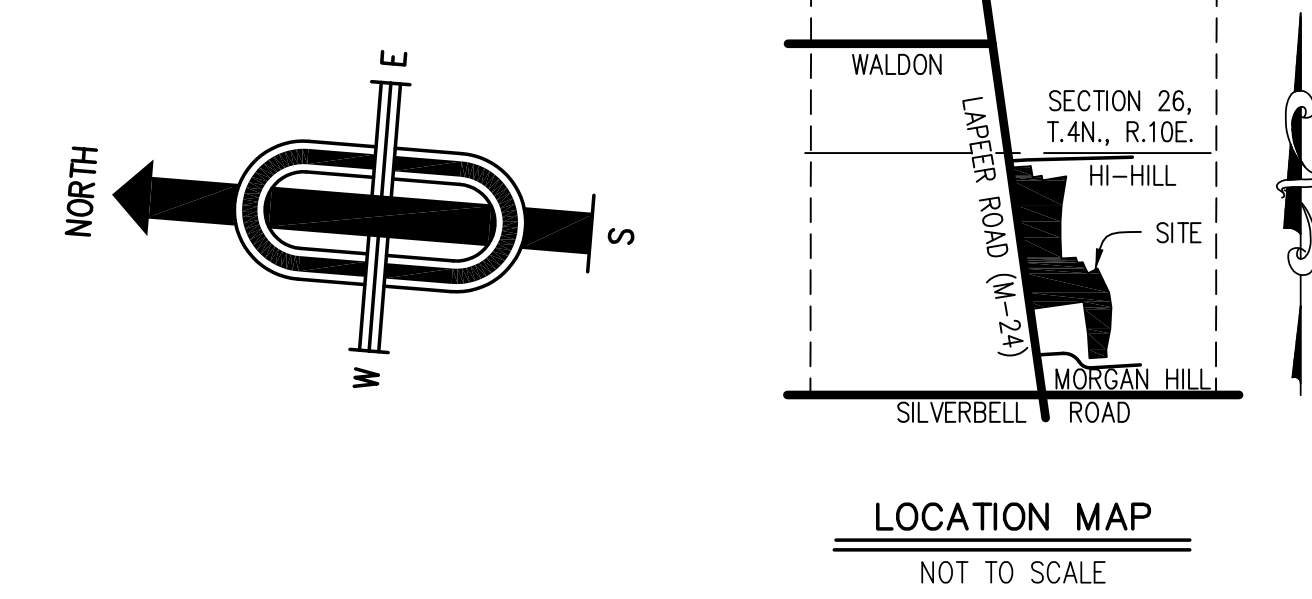
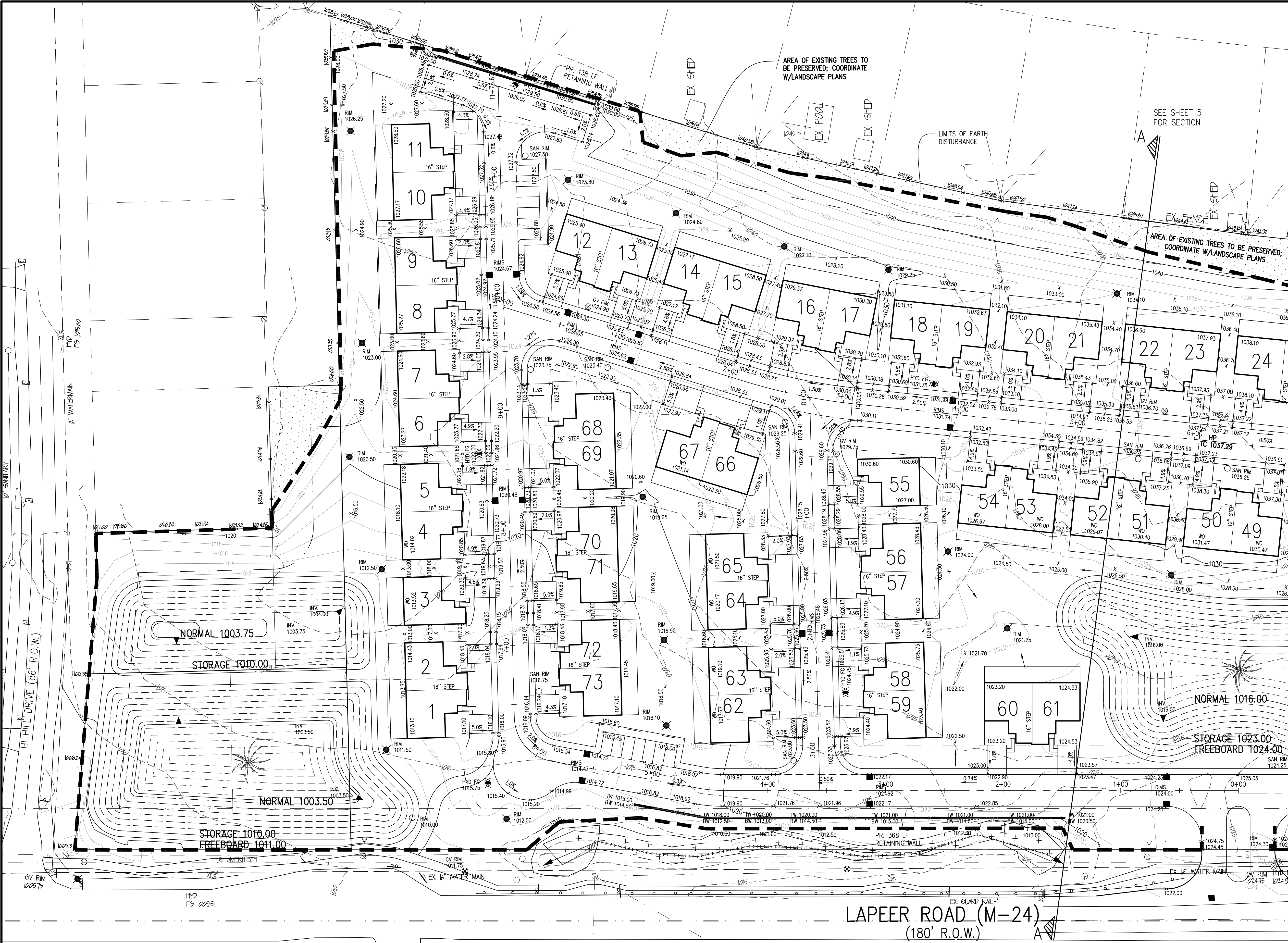
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Telephone (586) 677-4081  
www.communityeng.com

**HILLS OF WOODBRIDGE**  
PART OF THE SOUTHEAST 1/4 OF  
SECTION 26, T.4N., R.10E.,  
ORION TOWNSHIP,  
OAKLAND COUNTY, MICHIGAN.

DATE: NOV. 16, 2018 SCALE: 1" = 100'  
DRAWN BY: RG SHEET: 2 OF 12  
CHECKED BY: RSH DRAWING: Z-18-108

**SITE PLAN & CALCULATIONS**





- LEGEND**
- SANITARY SEWER
  - STORM SEWER
  - WATER MAIN
  - PROPOSED CONTOUR
  - EXISTING CONTOUR
  - STANDARD MANHOLE
  - 2' DIA. R.Y.C.B. - 2' SUMP
  - 4' DIA. R.Y.C.B. - 2' SUMP
  - 2' DIA. PAVT. CATCH BASIN - 2' SUMP
  - STD. PAVT. CATCH BASIN - 2' SUMP
  - GATE VALVE IN WELL AND NO.
  - EXISTING HYDRANT
  - PROPOSED HYDRANT AND NO.
  - STORM SEWER STRUCTURE NO.
  - SANITARY SEWER STRUCTURE NO.
  - MAILBOX
  - SIGN
  - SPRINKLER
  - UTILITY POLE
  - UTILITY CROSSING

REV. 05/28/21 PUD  
 REV. 03/29/21 REVISIONS PER FIRE DEPT.  
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 REV. 10/27/20 REVISED BOUNDARY  
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 REV. 01/10/19 PUD

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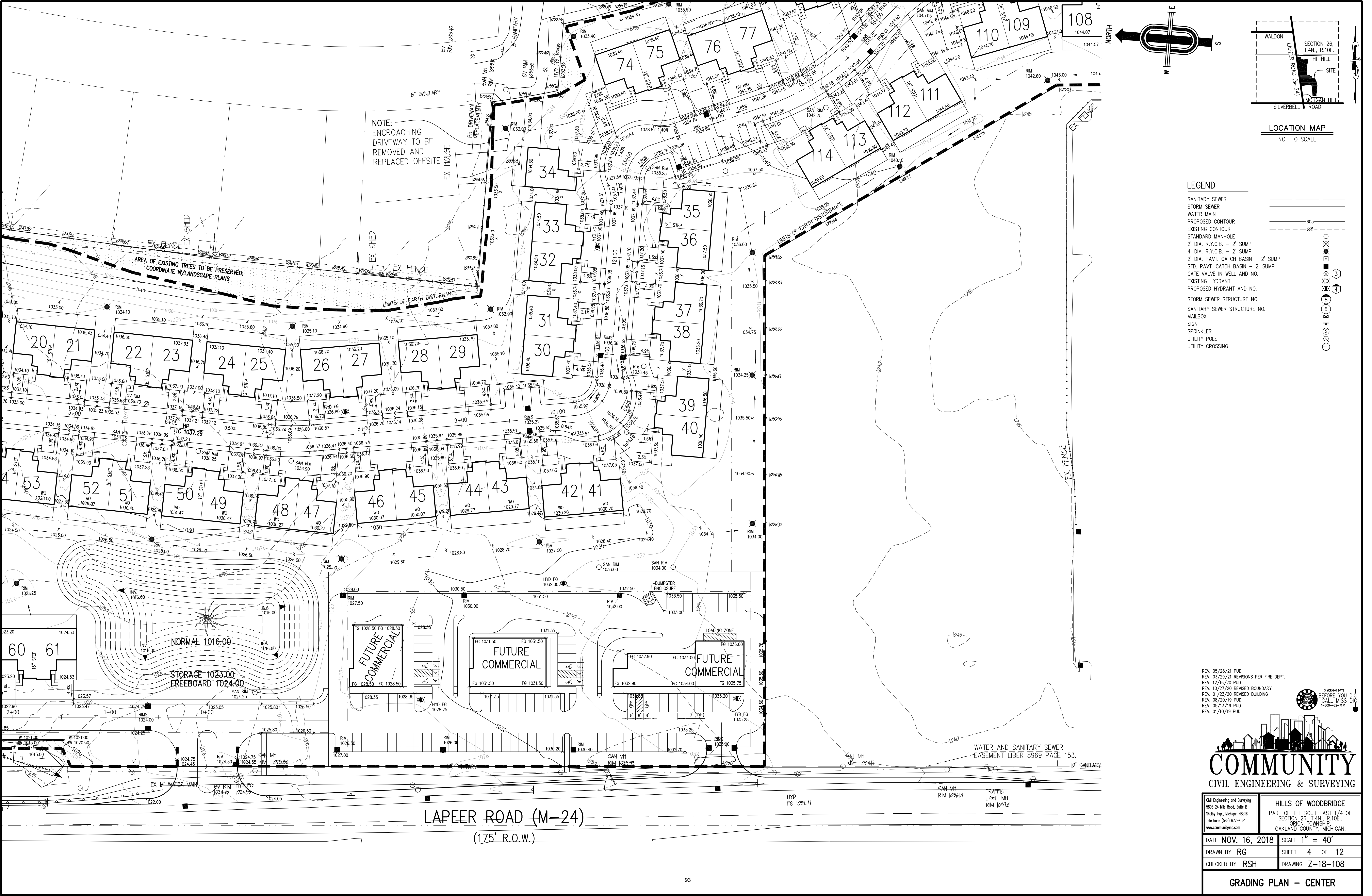
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DATE NOV. 16, 2018	SCALE 1" = 40'
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**GRADING PLAN - NORTH**





**LEGEND**

SANITARY SEWER  
STORM SEWER  
WATER MAIN  
PROPOSED CONTOUR  
EXISTING CONTOUR  
STANDARD MANHOLE  
2' DIA. R.Y.C.B. - 2' SUMP  
4' DIA. R.Y.C.B. - 2' SUMP  
2' DIA. PAVT. CATCH BASIN - 2' SUMP  
STD. PAVT. CATCH BASIN - 2' SUMP  
GATE VALVE IN WELL AND NO.  
EXISTING HYDRANT  
PROPOSED HYDRANT AND NO.  
STORM SEWER STRUCTURE NO.  
SANITARY SEWER STRUCTURE NO.  
MAILBOX  
SIGN  
SPRINKLER  
UTILITY POLE  
UTILITY CROSSING

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REV. 05/13/19 PUD  
REV. 01/10/19 PUD

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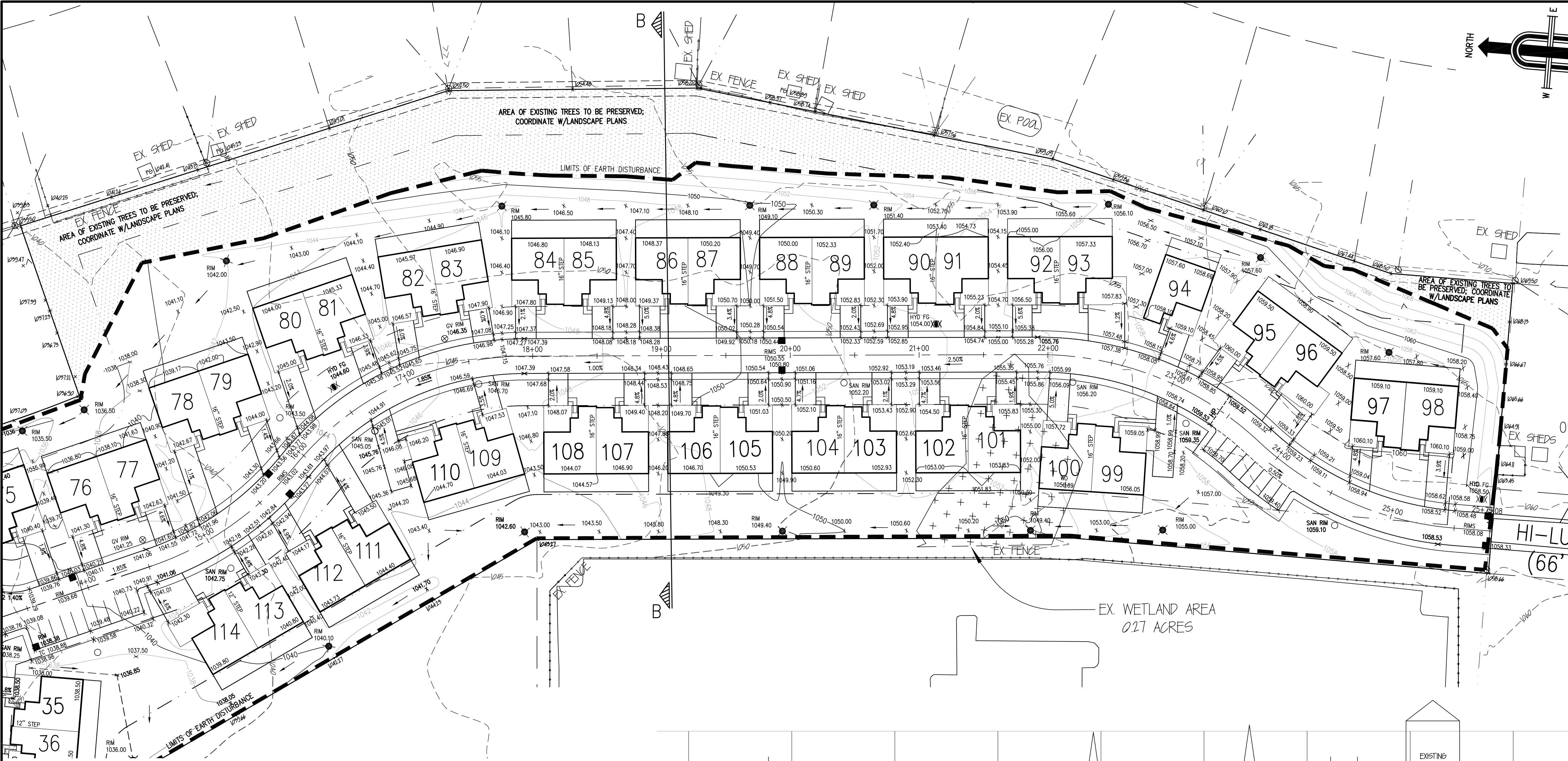
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DATE NOV. 16, 2018	SCALE 1" = 40'
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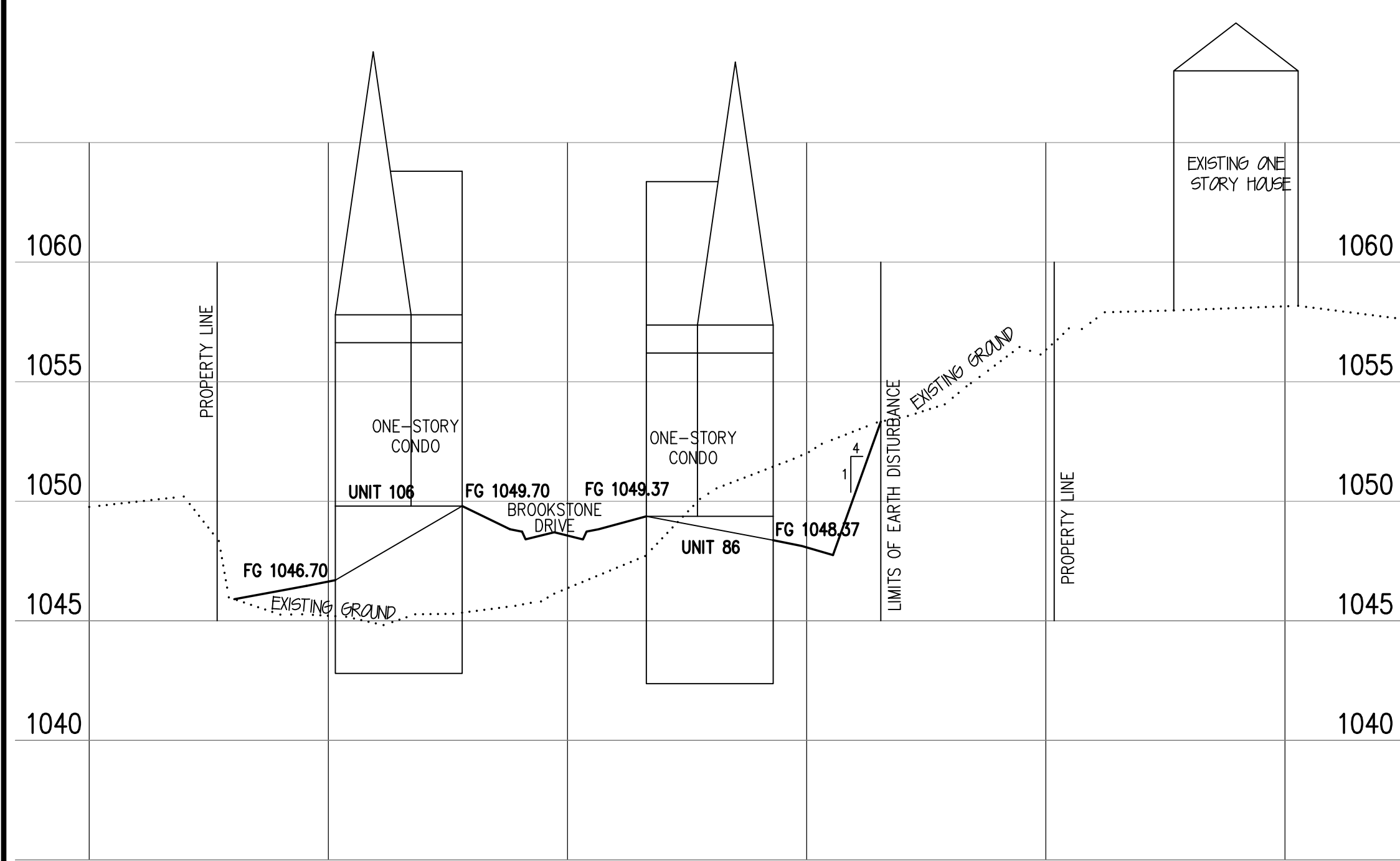
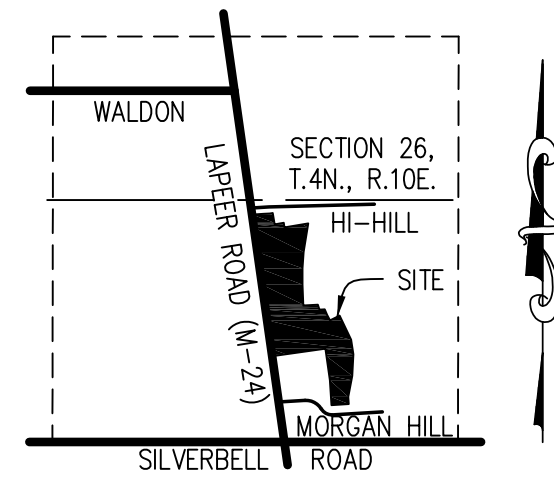
GRADING PLAN - CENTER



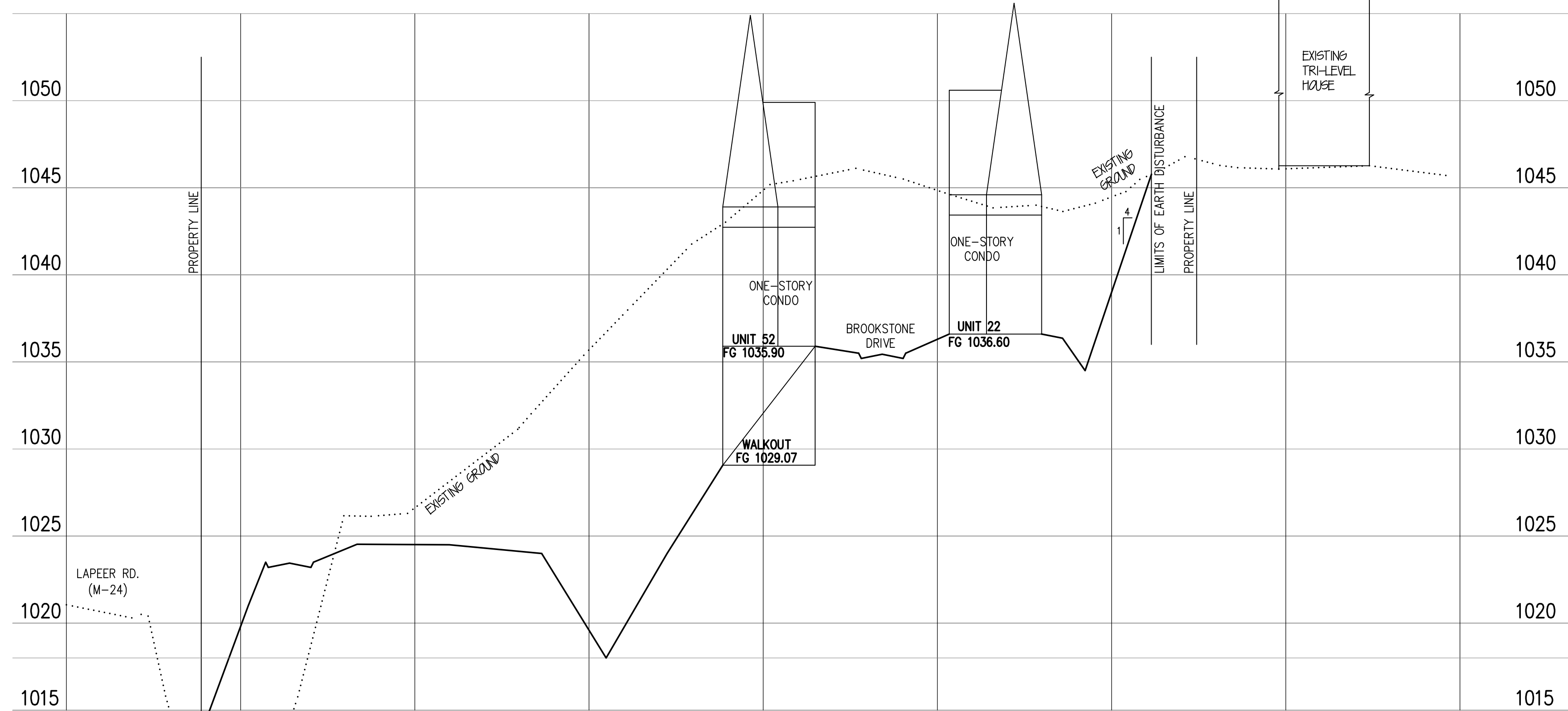


**LEGEND**

- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- PROPOSED CONTOUR
- EXISTING CONTOUR
- STANDARD MANHOLE
- 2' DIA. R.Y.C.B. - 2' SUMP
- 4' DIA. R.Y.C.B. - 2' SUMP
- 2' DIA. PAVT. CATCH BASIN - 2' SUMP
- STD. PAVT. CATCH BASIN - 2' SUMP
- GATE VALVE IN WELL AND NO.
- EXISTING HYDRANT
- PROPOSED HYDRANT AND NO.
- STORM SEWER STRUCTURE NO.
- SANITARY SEWER STRUCTURE NO.
- MAILBOX
- SIGN
- SPRINKLER
- UTILITY POLE
- UTILITY CROSSING



**SECTION B-B**  
SCALE: 1" = 50' HORIZONTAL  
1" = 5' VERTICAL



**SECTION A-A**  
SCALE: 1" = 50' HORIZONTAL  
1" = 5' VERTICAL

REV. 05/28/21 PUD  
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REV. 01/10/19 PUD

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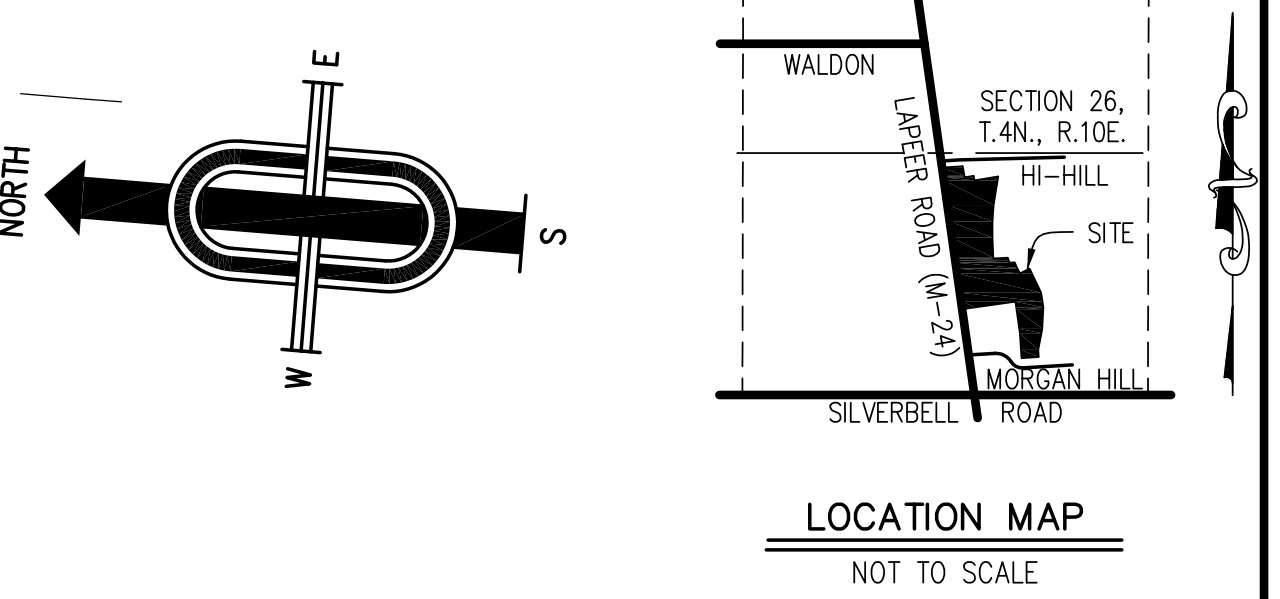
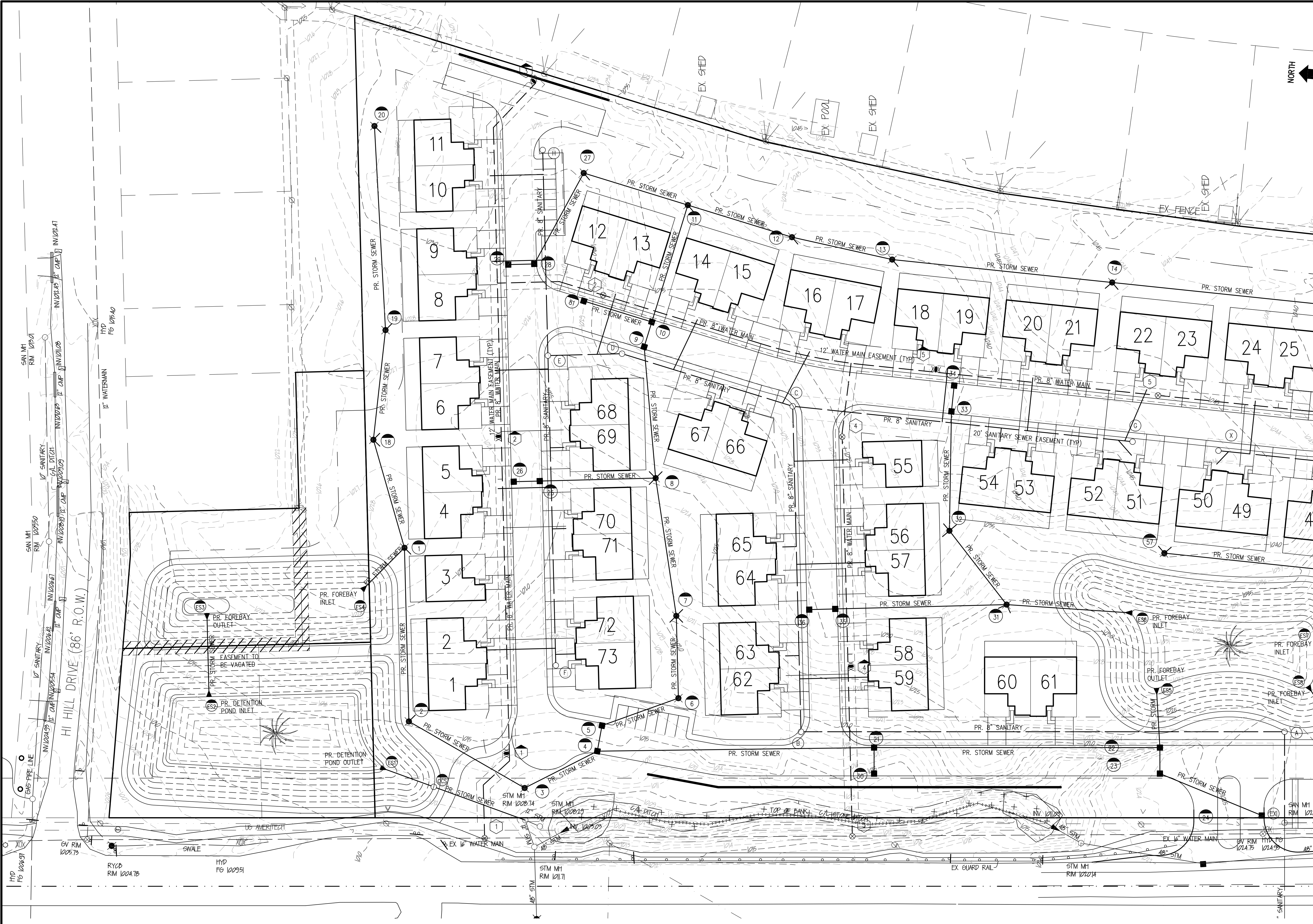
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DATE NOV. 16, 2018 SCALE 1" = 40'  
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CHECKED BY RSH DRAWING Z-18-108

**GRADING PLAN - SOUTH**





- LEGEND**
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  - STORM SEWER
  - WATER MAIN
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  - EXISTING CONTOUR
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  - SIGN
  - SPRINKLER
  - UTILITY POLE
  - UTILITY CROSSING

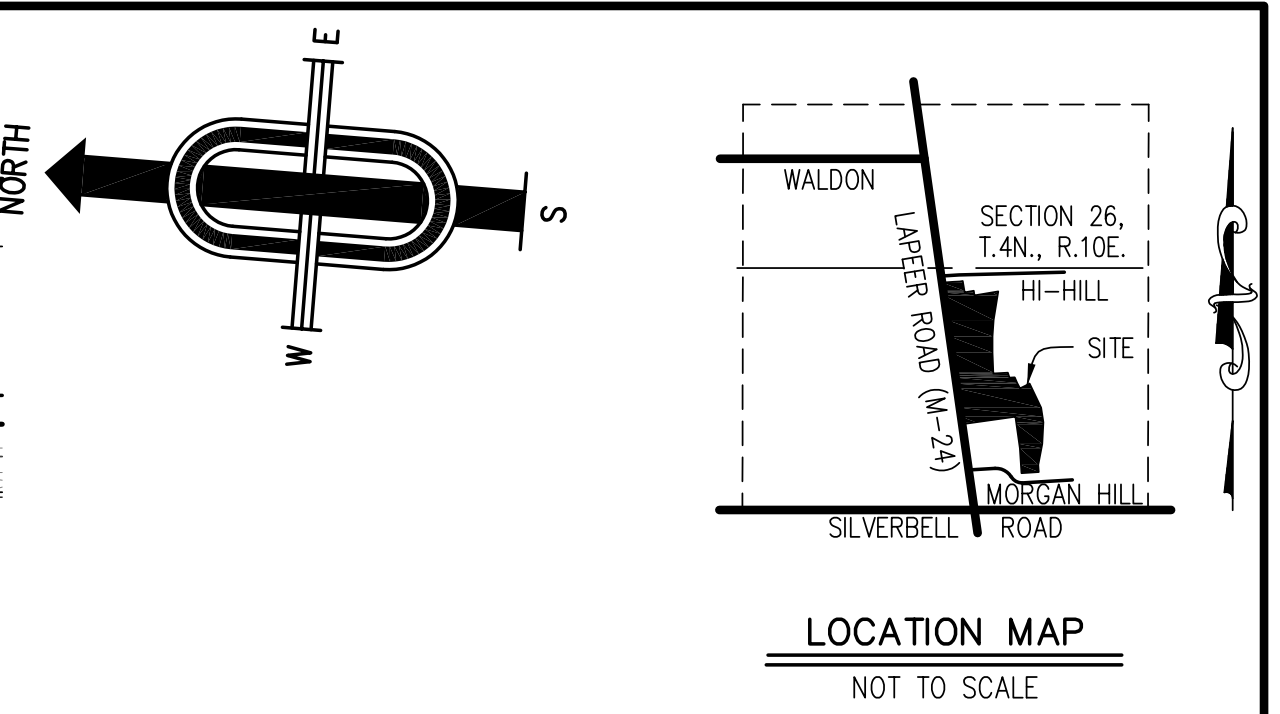
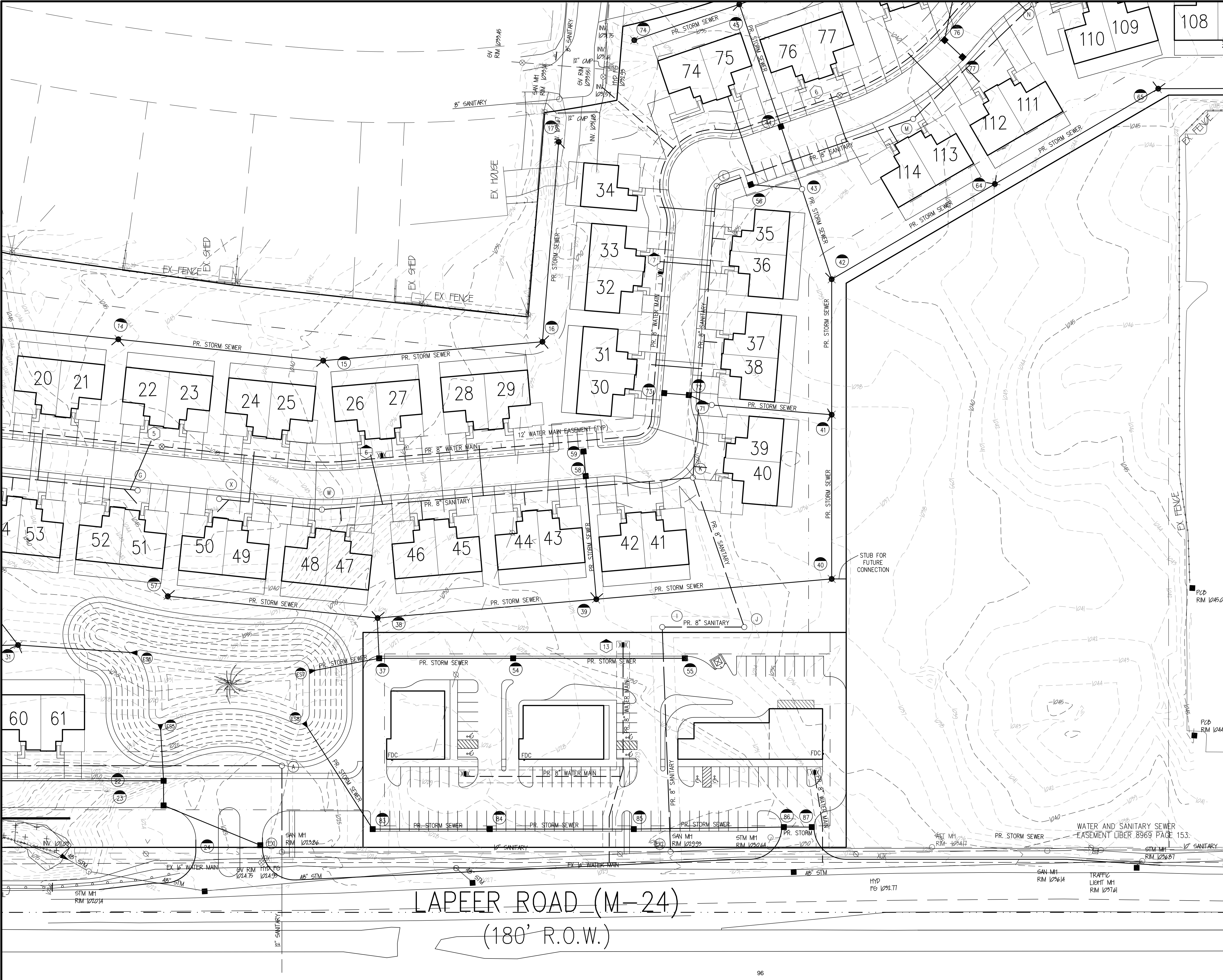
- GENERAL UTILITY NOTES:**
1. ALL WATER MAIN SHALL BE 8" DUCTILE IRON CLASS 56 PIPE MATERIAL.
  2. ALL INTERNAL SANITARY SEWER MAIN SHALL BE 10" PVC TRUSS PIPE.

REV. 05/28/21 PUD  
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REV. 05/13/19 PUD  
REV. 01/10/19 PUD



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DATE NOV. 16, 2018	SCALE 1" = 40'	DRAWN BY RG	SHEET 6 OF 12
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  - MAILBOX
  - SIGN
  - SPRINKLER
  - UTILITY POLE
  - UTILITY CROSSING

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REV. 08/20/19 PUD  
REV. 05/13/19 PUD  
REV. 01/10/19 PUD

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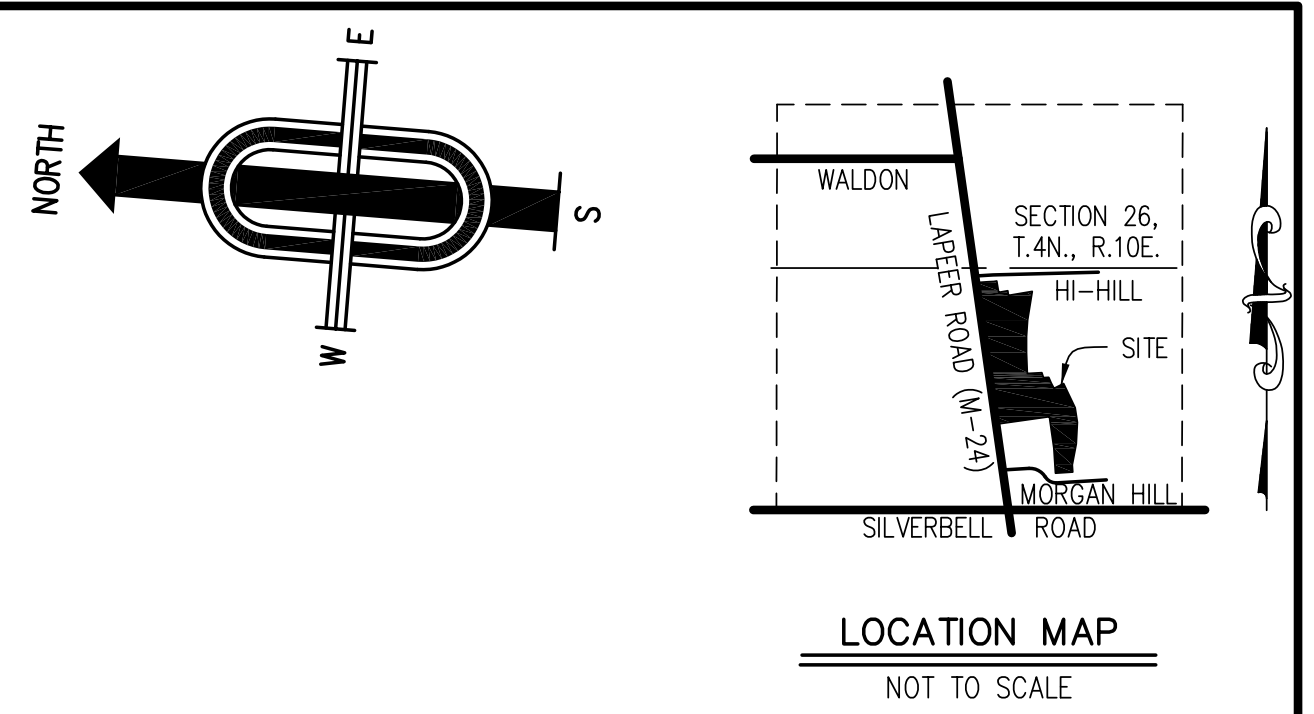
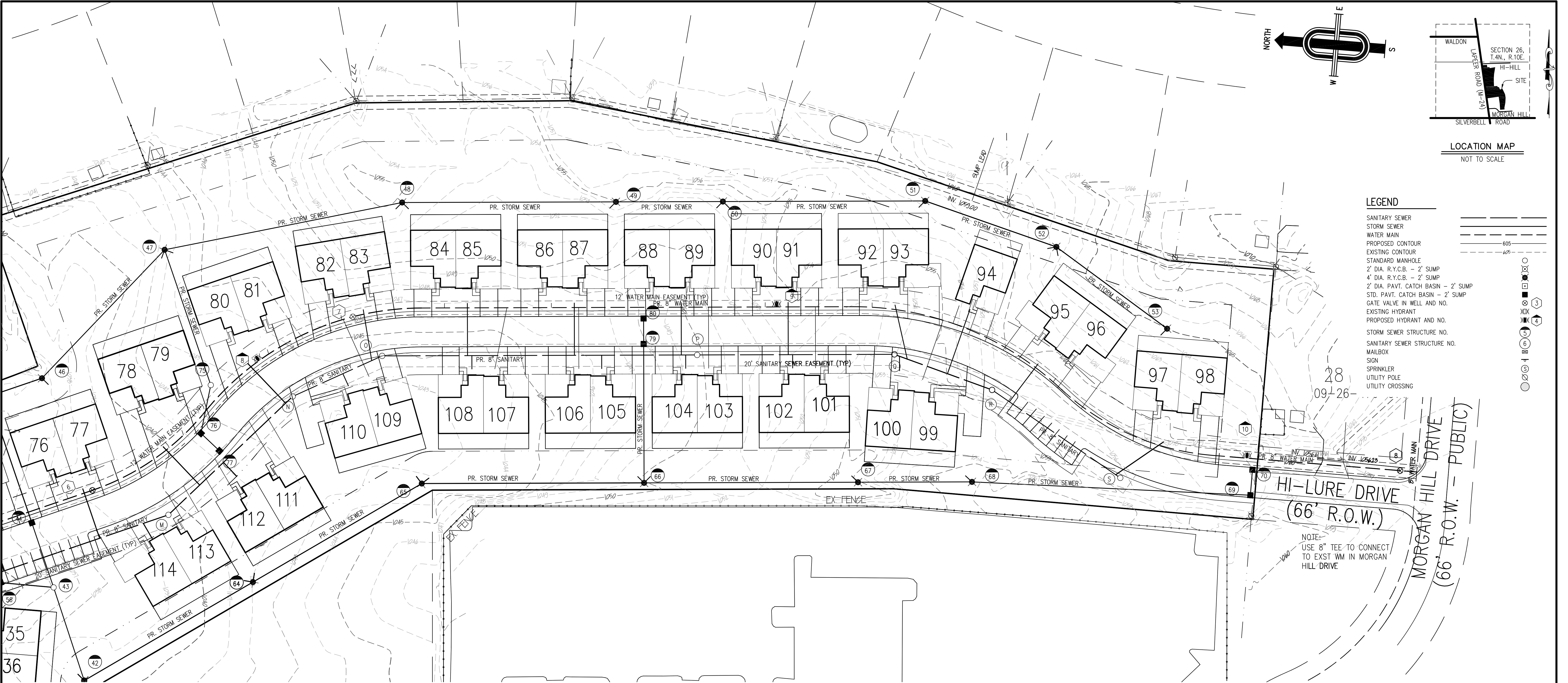
DATE NOV. 16, 2018 SCALE 1" = 40'

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UTILITY PLAN - CENTER





- LEGEND**
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  - SANITARY SEWER STRUCTURE NO.
  - MAILBOX
  - SIGN
  - SPRINKLER
  - UTILITY POLE
  - UTILITY CROSSING

NOTE:  
USE 8" TEE TO CONNECT  
TO EXST WM IN MORGAN  
HILL DRIVE

REV. 05/28/21 PUD  
REV. 03/29/21 REVISIONS PER FIRE DEPT.  
REV. 12/16/20 PUD  
REV. 10/27/20 REVISED BOUNDARY  
REV. 01/23/20 REVISED BUILDING  
REV. 08/20/19 PUD  
REV. 05/13/19 PUD  
REV. 01/10/19 PUD

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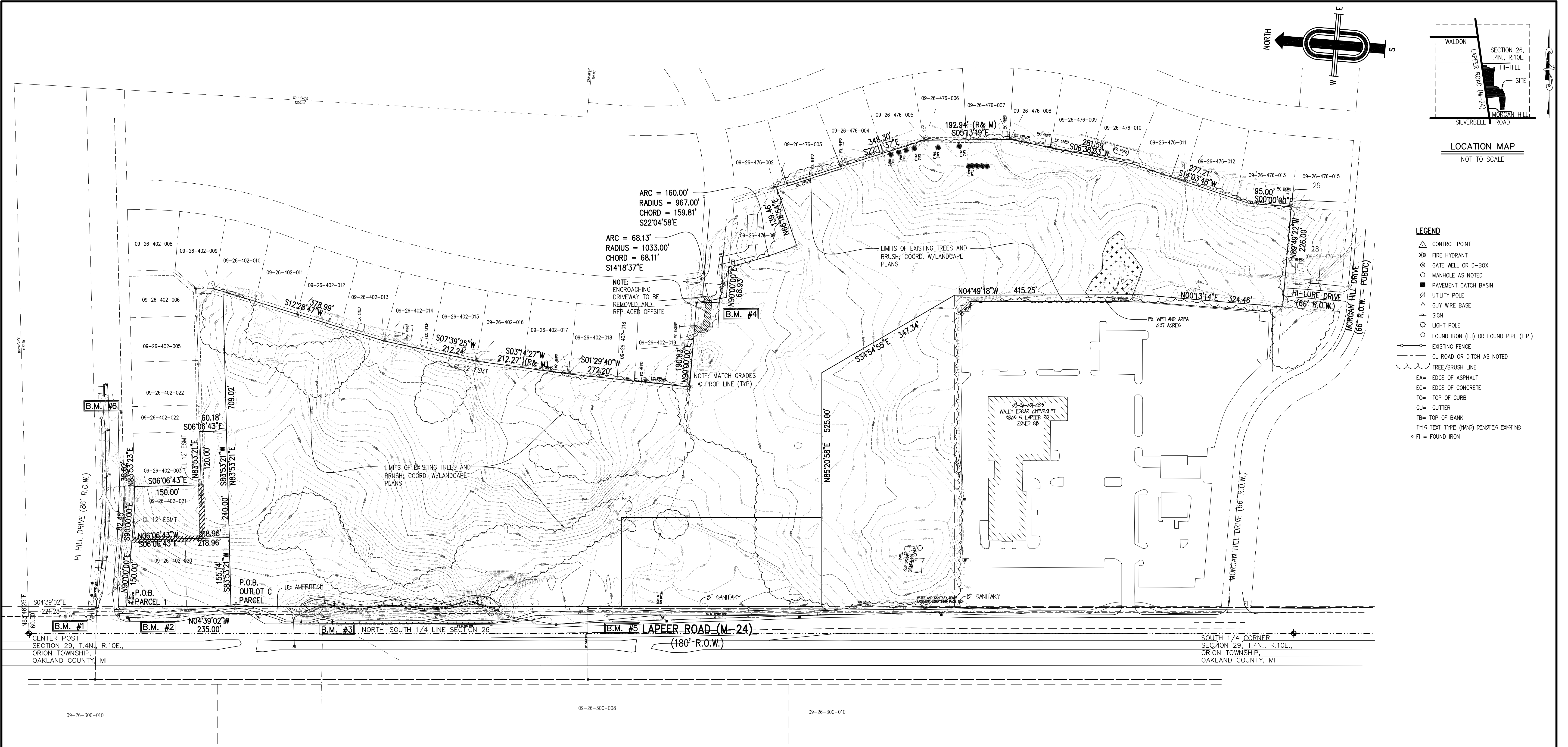
Civil Engineering and Surveying  
5805 24 Mile Road, Suite B  
Shelby Twp., Michigan 48316  
Telephone (586) 677-4081  
www.communityeng.com

**HILLS OF WOODBRIDGE**  
PART OF THE SOUTHEAST 1/4 OF  
SECTION 26, T.4N., R.10E.,  
ORION TOWNSHIP,  
OAKLAND COUNTY, MICHIGAN.

DATE NOV. 16, 2018	SCALE 1" = 40'
DRAWN BY RG	SHEET 8 OF 12
CHECKED BY RSH	DRAWING Z-18-108

**UTILITY PLAN - SOUTH**





**LEGAL DESCRIPTION: PARCEL A**  
PART OF OUTLOT C, HI-HILL VILLAGE NO. 1, (LIBER 96, PAGES 26 THRU 28), SECTION 26, T.4N., R.10E., ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN. BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT C; THENCE N83°53'21\"/>

**LEGAL DESCRIPTION: PARCEL 1 - BASED ON SURVEY**  
LOT 63, HI-HILL VILLAGE NO. 1, (LIBER 96, PAGES 26 THRU 28), AND PART OF LOT 264, HI-HILL VILLAGE NO. 4, (LIBER 121 OF PLATS PAGE 29), BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF LOT 63; THENCE N90°00'00\"/>

**LEGAL DESCRIPTION: PARCEL 2 - BASED ON SURVEY**  
LOT 259 AND PART OF LOT 264, HI-HILL VILLAGE NO. 4 (LIBER 121 OF PLATS PAGE 29), BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF LOT 259; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE SOUTHERLY R.O.W. LINE OF HI-HILL DRIVE (86' R.O.W.): N90°00'00\"/>

CLIENT REFERENCE: 3677 S. LAPEER ROAD, ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN, 48360.

- PRIMARY BENCHMARK:**  
ARROW ON HYDRANT LOCATED ON THE SOUTH SIDE OF HI-HILL ROAD, IN FRONT OF LOT 261 (VACANT).  
ELEVATION 1015.60
1. ARROW ON HYDRANT LOCATED ON THE EAST SIDE OF LAPEER ROAD (M-24), ON THE NORTH SIDE OF HI-HILL DRIVE.  
ELEVATION: 1007.15
  2. ARROW ON HYDRANT LOCATED ON THE EAST SIDE OF LAPEER ROAD (M-24), 180' SOUTH OF HI-HILL DRIVE.  
ELEVATION: 1009.67
  3. PAINTED TOP NUT ON A GUARD RAIL POST LOCATED ON THE EAST SIDE OF LAPEER ROAD (M-24), 540' SOUTH OF HI-HILL DRIVE.  
ELEVATION: 1016.14
  4. ARROW ON HYDRANT LOCATED AT THE INTERSECTION OF HI-HILL AND HI-VALLEY DRIVES.  
ELEVATION: 1035.12
  5. ARROW ON HYDRANT LOCATED ON THE EAST SIDE OF LAPEER ROAD, 1080' SOUTH OF HI-HILL DRIVE.  
ELEVATION: 1027.32
  6. ARROW ON HYDRANT LOCATED ON THE SOUTH SIDE OF HI-HILL DRIVE, 470' EAST OF LAPEER ROAD.

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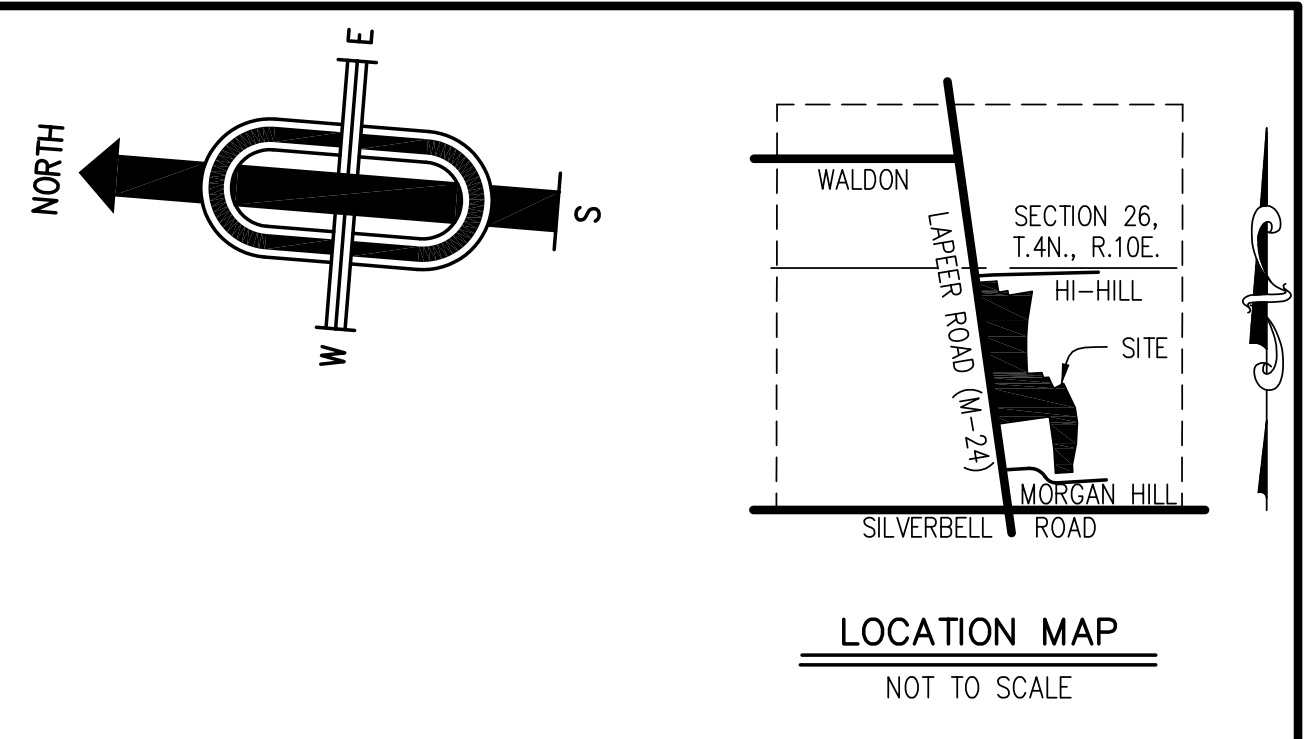
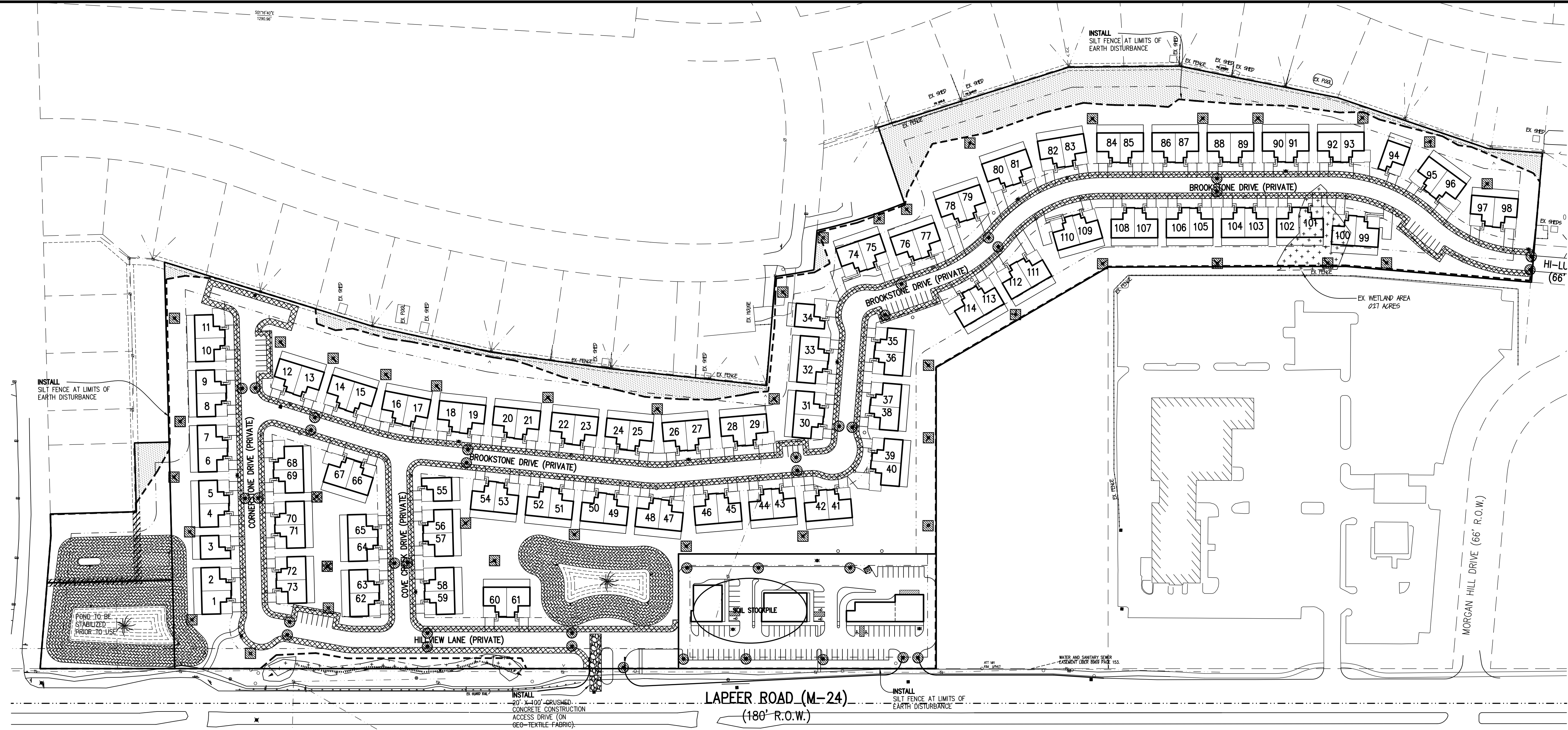
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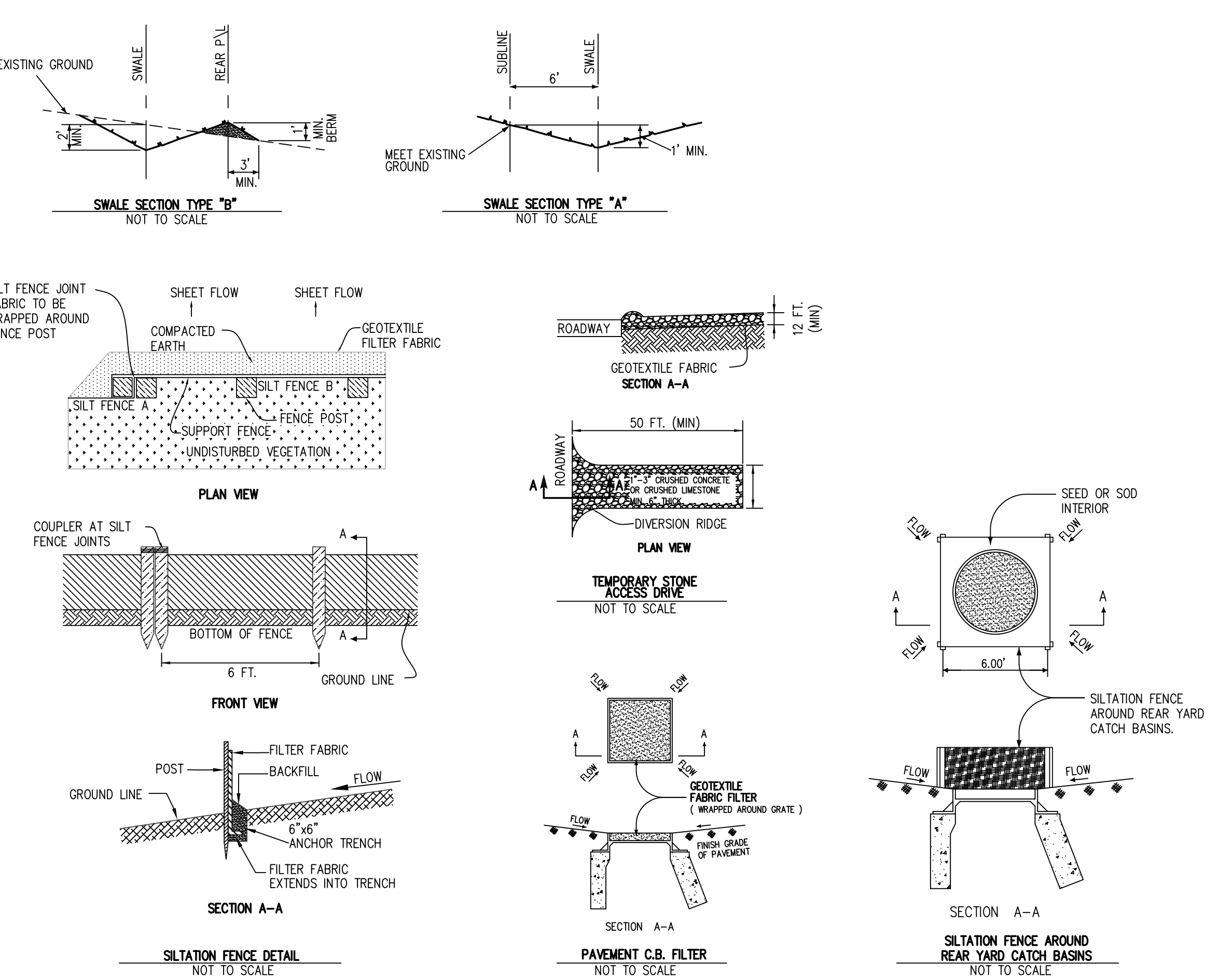
DATE NOV. 16, 2018	SCALE 1" = 100'
DRAWN BY RG	SHEET 9 OF 12
CHECKED BY RSH	DRAWING Z-18-108

**BOUNDARY AND TOPOGRAPHIC SURVEY**





LEGEND	
SANITARY SEWER	---
STORM SEWER	---
WATER MAIN	---
PROPOSED CONTOUR	---
EXISTING CONTOUR	---
STANDARD MANHOLE	○
2' DIA. R.Y.C.B. - 2' SUMP	○
4' DIA. R.Y.C.B. - 2' SUMP	○
2' DIA. PAVT. CATCH BASIN - 2' SUMP	○
STD. PAVT. CATCH BASIN - 2' SUMP	○
GATE VALVE IN WELL AND NO.	○
EXISTING HYDRANT	○
PROPOSED HYDRANT AND NO.	○
STORM SEWER STRUCTURE NO.	○
SANITARY SEWER STRUCTURE NO.	○
MAILBOX	○
SIGN	○
SPRINKLER	○
UTILITY POLE	○
UTILITY CROSSING	○
REAR YARD INLET FILTER	○
PAVEMENT CB FILTER	○
SILT FENCE	○
SEED AND MULCH	○
POND SLOPE STABILIZATION	○
MULCH BLANKET W/SEED	○



- SOIL EROSION, SEDIMENTATION CONTROL AND MAINTENANCE NOTES**
- THIS PROJECT SHALL BE CONSTRUCTED IN COMPLIANCE WITH PART 91 OF ACT 451 OF 1994, AS AMENDED, THE SOIL EROSION AND SEDIMENTATION CONTROL ACT.
  - ALL EROSION AND SEDIMENT CONTROL WORK SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY HAVING JURISDICTION.
  - EROSION AND ANY SEDIMENTATION FROM WORK ON THIS SITE SHALL BE CONTAINED ON THE SITE AND NOT ALLOWED TO COLLECT ON ANY OFFSITE AREAS OR IN WATERWAYS. WATERWAYS INCLUDE NATURAL AND MANMADE OPEN DITCHES, STREAMS, STORM DRAINS, LAKES AND PONDS.
  - STAGING THE WORK WILL BE DONE BY THE LANDOWNER OR THE LANDOWNER'S REPRESENTATIVE AS DIRECTED IN THESE PLANS AND AS REQUIRED TO ENSURE PROGRESSIVE STABILIZATION OF DISTURBED EARTH CHANGE.
  - THE LANDOWNER OR LANDOWNER'S REPRESENTATIVE SHALL BE RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF SOIL EROSION AND SEDIMENTATION CONTROL DEVICES.
  - THE LANDOWNER OR LANDOWNER'S REPRESENTATIVE SHALL IMPLEMENT AND MAINTAIN SOIL EROSION CONTROL MEASURES AS SHOWN ON THE PLANS BEFORE AND AT ALL TIMES DURING CONSTRUCTION ON THIS PROJECT. ANY MODIFICATIONS OR ADDITIONS TO SOIL EROSION CONTROL MEASURES DUE TO CONSTRUCTION OR CHANGED CONDITIONS SHALL BE COMPLIED WITH AS REQUIRED OR DIRECTED BY THE MUNICIPALITY HAVING JURISDICTION.
  - IF ANY OF THESE SESC MEASURES ON THE SITE ARE DEEMED INADEQUATE OR INEFFECTIVE, THE MUNICIPALITY HAVING JURISDICTION, HAS THE RIGHT TO REQUIRE ADDITIONAL SESC MEASURES AT THE EXPENSE OF THE LANDOWNER.
  - INSTALL SILT FENCE AS INDICATED ON PLAN AND AT ADDITIONAL AREAS AS NECESSARY.
  - A. SILT FENCE SHALL BE INSTALLED PER DETAIL.
  - B. BUILT-UP SEDIMENT SHALL BE REMOVED WHEN SEDIMENT ACCUMULATES TO 1/3 TO 1/2 OF THE HEIGHT OF THE SILT FENCE.
  - C. IF SILT FENCE FABRIC DECOMPOSES OR BECOMES INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND BARRIER IS STILL REQUIRED, THE FABRIC SHALL BE REPLACED PROMPTLY.
  - D. SILT FENCE SHALL BE INSPECTED WEEKLY UNDER NORMAL CONDITIONS, WITHIN 24 HOURS OF RAINFALL AND DAILY DURING A PROLONGED RAIN EVENT, REQUIRED MAINTENANCE SHALL BE PROVIDED PROMPTLY.
  - E. INSTALL INLET FILTERS ON ALL PAVEMENT CATCH BASINS PER DETAIL. INLET FILTERS SHALL BE INSPECTED WEEKLY.
  - F. UNDER NORMAL CONDITIONS, WITHIN 24 HOURS OF RAINFALL AND DAILY DURING A PROLONGED RAIN EVENT.
  - G. BUILDUP OF SEDIMENT SHALL BE REMOVED PROMPTLY.
  - H. IF FABRIC DECOMPOSES OR BECOMES INEFFECTIVE PRIOR TO THE END OF THE EXPECTED LIFE AND THE BARRIER IS STILL REQUIRED, THE FABRIC SHALL BE REPLACED PROMPTLY.
  - I. INSTALL DRAIN GUARDS ON ALL YARD CATCH BASINS PER DETAIL. SEED OR SOD THE AREA BETWEEN THE SILT FENCE AND THE INLET.
  - J. DRAIN GUARDS SHALL BE INSPECTED WEEKLY UNDER NORMAL CONDITIONS WITHIN 24 HOURS OF RAINFALL AND DAILY DURING A PROLONGED RAIN EVENT.
  - K. BUILT-UP SEDIMENT SHALL BE REMOVED WHEN SEDIMENT ACCUMULATES TO 1/3 TO 1/2 OF THE HEIGHT OF THE SILT FENCE.
  - L. IF FABRIC DECOMPOSES OR BECOMES INEFFECTIVE PRIOR TO THE END OF THE EXPECTED LIFE AND THE BARRIER IS STILL REQUIRED, THE FABRIC SHALL BE REPLACED PROMPTLY.
  - M. ALL STOCKPILED SOILS MUST BE MAINTAINED IN SUCH A WAY AS TO PREVENT EROSION FROM LEAVING THE SITE. IF THE STOCKPILE WILL BE ON SITE FOR MORE THAN 30 DAYS, THE STOCKPILE MUST BE SEED, SILT FENCE AROUND THE PERIMETER OF THE STOCKPILE.
  - N. IMMEDIATELY AFTER SEEDING, MULCH ALL SEED AREAS WITH UNWEATHERED SMALL FRAIN STRAW, SPREAD UNIFORMLY AT THE RATE OF 1/2 TO 2 TONS PER ACRE OR 100 POUNDS (2-3 BALES) PER 1000 SQUARE FEET. THIS MULCH SHOULD BE ANCHORED WITH A DISC TYPE MULCH ANCHORING TOOL OR OTHER MEANS AS APPROVED BY THE MUNICIPALITY HAVING JURISDICTION.
  - O. IF ANY DEWATERING IS NEEDED, IT SHALL BE DISCHARGED THROUGH A FILTER BAG OVER A WELL VEGETATED AREA. THE PUMP MUST DISCHARGE AT A NON-EROSIVE VELOCITY. IF NECESSARY, AN APPROVED ENERGY DISSIPATER MAY BE USED.
  - P. ALL DIRT STACKED ONTO ANY ROADWAY SHALL BE REMOVED IMMEDIATELY.
  - Q. STREETS AND OR PARKING AREAS WILL BE SCRAPED ON A DAILY BASIS AND SWEEP AT A MINIMUM OF ONCE PER WEEK BY THE LANDOWNER OR LANDOWNER'S REPRESENTATIVE.
  - R. DURING DRY PERIODS, ALL DISTURBED AREAS SHALL BE WATERED FOR DUST CONTROL.
  - S. PERMANENT SOIL EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES OR ANY DISTURBED LAND AREAS SHALL BE COMPLETED WITHIN 5 CALENDAR DAYS AFTER FINAL GRADING OR THE FINAL EARTH CHANGE HAS BEEN COMPLETED WHEN IT IS NOT POSSIBLE TO PERMANENTLY STABILIZE A DISTURBED AREA AFTER EARTH CHANGED HAS BEEN COMPLETED OR WHERE SIGNIFICANT EARTH CHANGE ACTIVITY CEASES, TEMPORARY SOIL EROSION MEASURES SHALL BE IMPLEMENTED IMMEDIATELY. ALL TEMPORARY SOIL EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL PERMANENT SOIL EROSION CONTROL MEASURES. ALL PERMANENT SOIL EROSION CONTROL MEASURES WILL BE IMPLEMENTED AND ESTABLISHED BEFORE A CERTIFICATE OF COMPLIANCE IS ISSUED.
  - T. FINAL GRADE, ESTABLISH VEGETATION AND OR LANDSCAPE ALL DISTURBED AREAS NOT BUILT OR PAVED UPON.
  - U. REMOVE ALL TEMPORARY SOIL EROSION DEVICES AFTER PERMANENT STABILIZATION IS ESTABLISHED.
  - V. APPROXIMATE START DATE: JULY 2021
  - W. APPROXIMATE COMPLETION DATE: DECEMBER 2022
  - X. TOTAL ACRES DISTURBED = 26.51 ACRES

CONSTRUCTION SEQUENCE AND TIME SCHEDULE	
ITEM	2021
	JUL AUG SEP OCT NOV DEC
2022	JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC
INSTALL SILT FENCE	
MASS GRADING	
UNDERGROUND CONSTRUCTION	
FINE PREP. FOR ROADS	
PAVING	
BUILDING CONSTRUCTION	
STABILIZE GROUND W/VEGETATION AS NEEDED	
FINAL GRADING	

- SEQUENCE OF CONSTRUCTION**
- ALL SOIL EROSION CONTROL MEASURES SHALL BE INSTALLED AS INDICATED ON THE APPROVED PLAN PRIOR TO THE START OF ANY CONSTRUCTION.
  - ALL STOCKPILED SOILS SHALL BE MAINTAINED IN SUCH A WAY AS TO PREVENT EROSION FROM THE SITE.
  - THE SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED AS NEEDED AND WILL REMAIN IN PLACE UNTIL ALL CONSTRUCTION IS COMPLETED AND ALL DISTURBED AREAS ARE STABILIZED WITH VEGETATION.
  - ALL MUD/DIRT TRACKED ONTO EXISTING CITY ROADS FROM THE SITE DUE TO CONSTRUCTION OR THE DELIVERY OF MATERIALS SHALL BE REMOVED PROMPTLY BY THE BUILDER.
  - AREAS PRONE TO SOIL EROSION MUST BE STABILIZED PRIOR TO FINAL OCCUPANCY.
  - IF HOUSE IS TO HAVE A DROPPED BRICKLEDGE THEN IT MUST BE STEPPED DOWN UNIFORMLY AROUND HOUSE.
  - SESS MEASURES SHALL BE INSPECTED WEEKLY UNDER NORMAL CONDITIONS, WITHIN 24 HOURS OF RAINFALL, AND DAILY DURING A PROLONGED RAIN EVENT.

- SOIL TYPES:**
- 10B - MARLETTE SANDY LOAM (1-6% SLOPES)
  - 11B - CAPAC SANDY LOAM (0-4% SLOPES)
  - 13C - OSHTEMO-BOYER LOAMY SANDS (6%-12% SLOPES)
  - 15C - SPINKS LOAMY SAND (6%-12% SLOPES)
  - 27 - HOUGHTON AND ADRIAN MUCKS
  - 60B - URBAN LAND-MARLETTE COMPLEX (0-8% SLOPES)
  - 60C - URBAN LAND-MARLETTE COMPLEX (8%-15% SLOPES)
  - 62C - URBAN LAND-SPINKS COMPLEX (8%-15% SLOPES)

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ORION TOWNSHIP,  
OAKLAND COUNTY, MICHIGAN.

DATE NOV. 16, 2018 SCALE 1" = 100'  
DRAWN BY RG SHEET 10 OF 12  
CHECKED BY RSH DRAWING Z-18-108

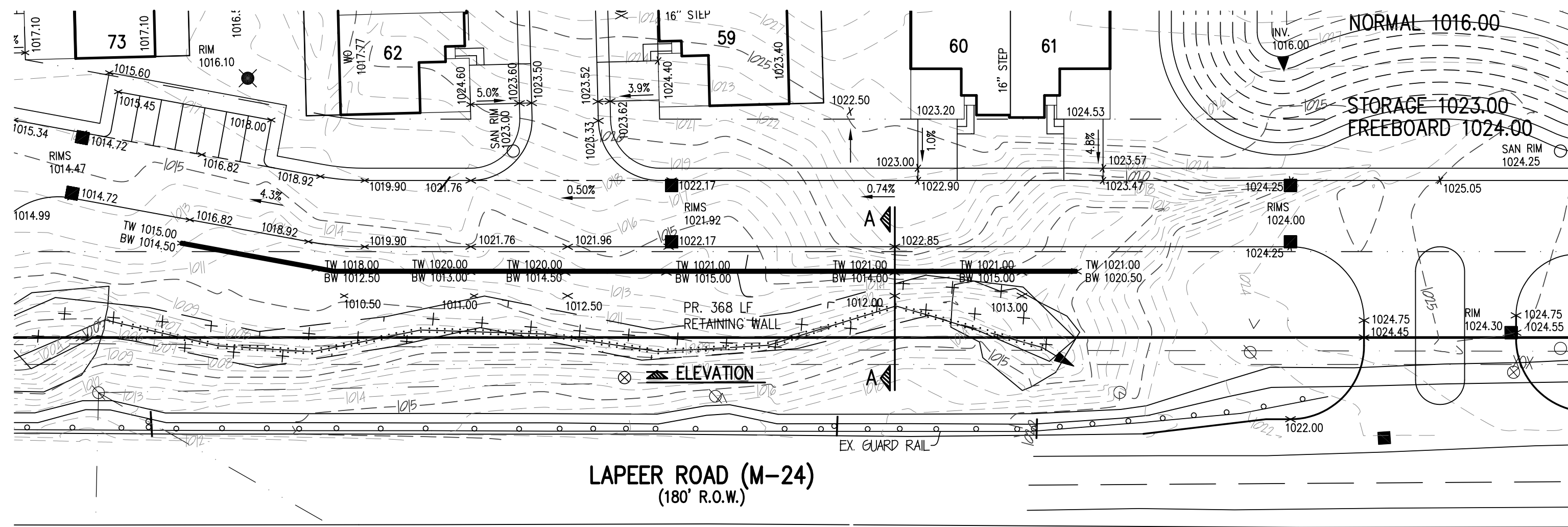
**SOIL EROSION AND  
SEDIMENTATION CONTROL PLAN**

I UNDERSTAND MY RESPONSIBILITY OUTLINED UNDER THESE GUIDELINES.

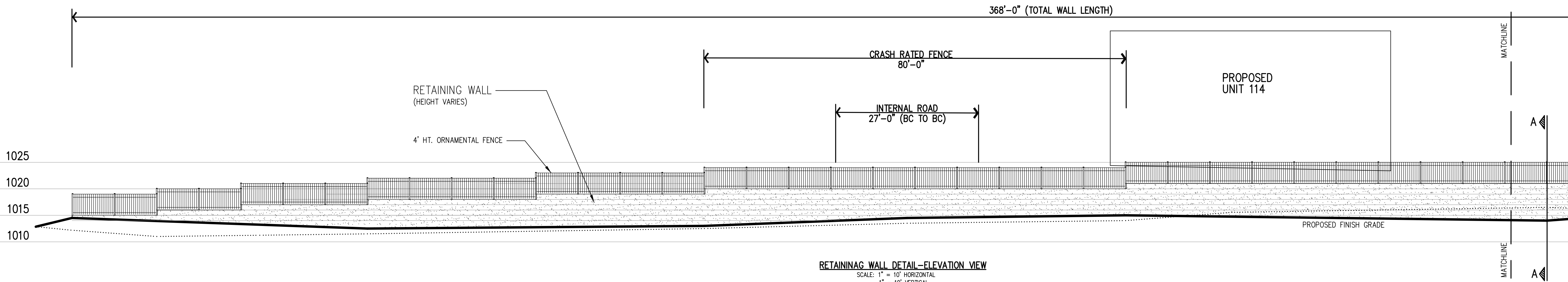
Landowner's Signature \_\_\_\_\_ Date \_\_\_\_\_

FAILURE TO COMPLY WITH THE SESC PLAN AND THESE GUIDELINES MAY RESULT IN ENFORCEMENT ACTION AGAINST THE LANDOWNER.

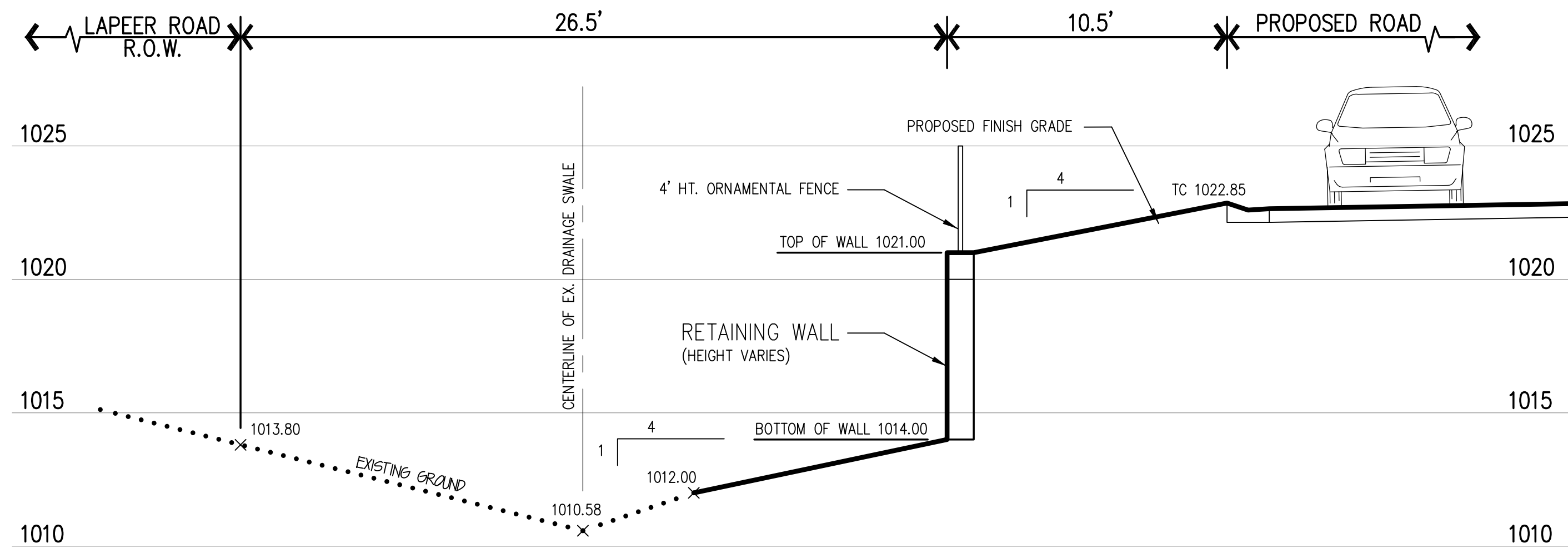
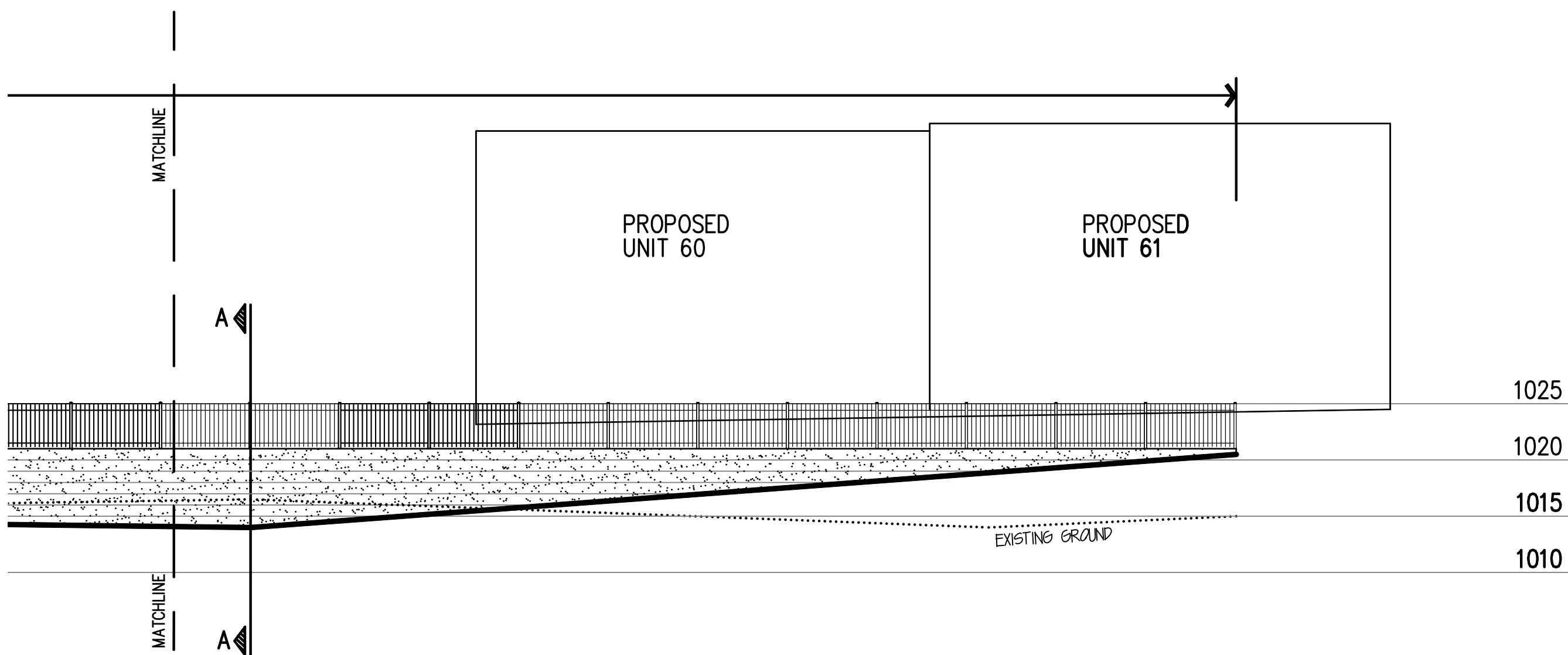




RETAINING WALL DETAIL-PLAN VIEW  
SCALE: 1" = 40'



RETAINING WALL DETAIL-ELEVATION VIEW  
SCALE: 1" = 10' HORIZONTAL  
1" = 10' VERTICAL



TYPICAL RETAINING WALL DETAIL-SECTION A-A  
SCALE: 1" = 4'

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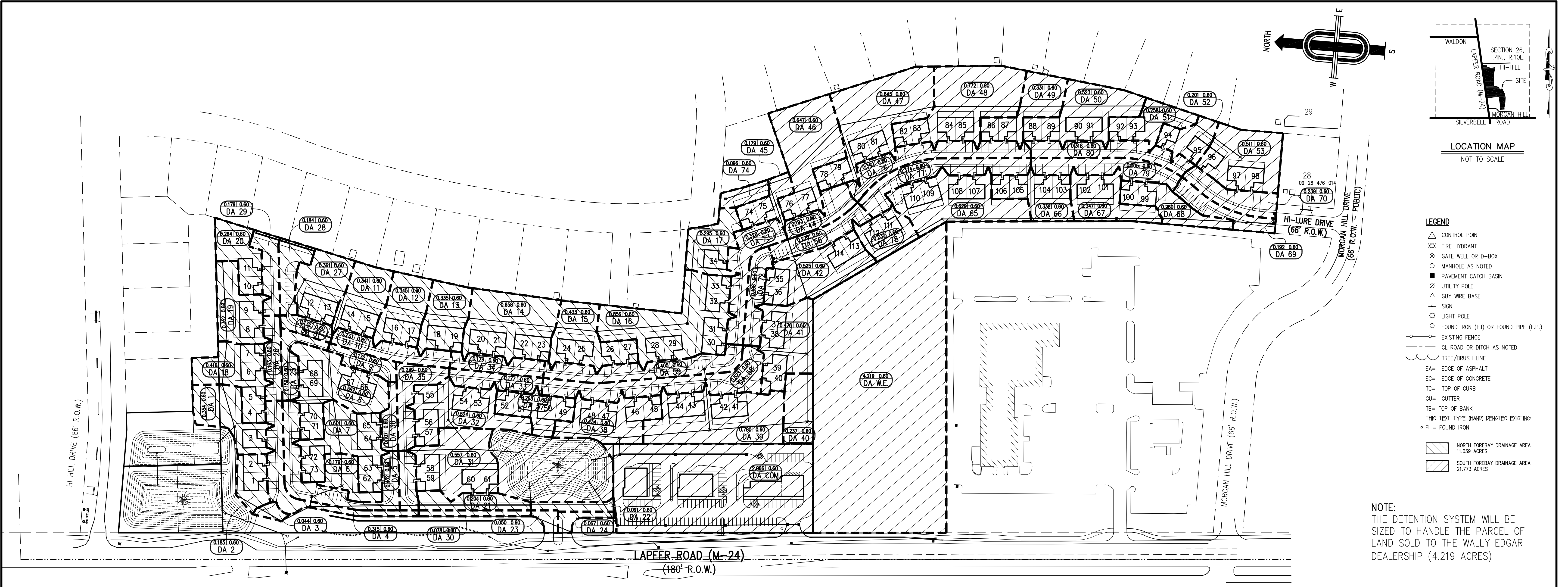
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DATE NOV. 16, 2018 SCALE SEE DETAILS  
DRAWN BY RG SHEET 11 OF 12  
CHECKED BY RSH DRAWING Z-18-108

RETAINING WALL DETAILS





NOTE:  
THE DETENTION SYSTEM WILL BE  
SIZED TO HANDLE THE PARCEL OF  
LAND SOLD TO THE WALLY EDGAR  
DEALERSHIP (4.219 ACRES)

09-26-300-010 09-26-300-008 09-26-300-010

**RUNOFF COEFFICIENT CALCULATION:**

	area SF	area (acres)
residential	284,540	6.073
commercial	11,792	0.271
road/walk	217,742	4.999
driveways	43,755	1.004
total impervious		12.347
total onsite		28.592

	c. factor	area	a x c
pervious	0.20	14,260	2.852
impervious	0.90	12,347	11.112
offsite parcel	0.90	4,219	3.797
open water (ponds)	1.00	1,985	1.985
		32.811	19.746

**DETENTION CALCULATIONS:**

C = 0.60  
A = 32.811 ACRES (including offsite)  
Q = 0.20 cfs/acre

Allowable Release Rate: @ 0.20 cfs/acre  
Q<sub>A</sub> = 32.811 Acres x 0.20 = 6.56 cfs

Detention Required  
100-Year Flood Volume Required:

$$Q_0 = \frac{Q_A}{A \times C} = 0.332 \text{ cfs/acre-imp}$$
$$T = -25 + \sqrt{(10,312.5 / Q_0)}$$
$$T = 151.15 \text{ Min.}$$
$$V_s = (16,500 \times T) / (T + 25) - 40T \text{ Q}_0$$
$$V_s = 12,148.94 \text{ cf/acre-imp}$$
$$V_{100} = V_s \times A \times C$$
$$V_{100} = 239,891 \text{ CF}$$

South Forebay Required  
1-Year Storm Volume Required:

C = 0.60  
A = 21.773 ACRES  
V<sub>s</sub> = 4320 x A x C  
V<sub>s</sub> = 56,436 CF

North Forebay Required  
1-Year Storm Volume Required:

C = 0.60  
A = 11.039 ACRES  
V<sub>s</sub> = 4320 x A x C  
V<sub>s</sub> = 28,613 CF

**PROPOSED STORMWATER DETENTION:**

VforebayS = 122,984 CF  
VforebayN = 51,039 CF  
Vdet = 133,837 CF  
Vtotal = 307,860 CF

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DATE NOV. 16, 2018	SCALE 1"=100'
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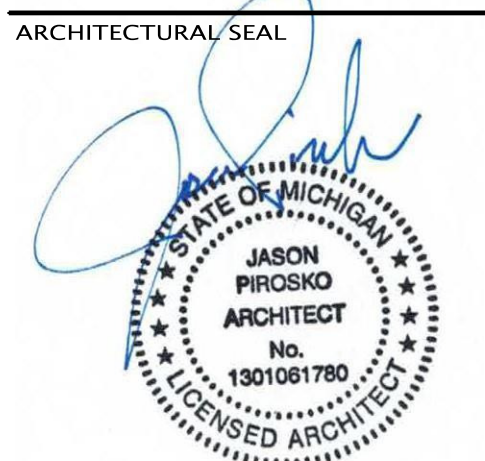
**DRAINAGE AREA MAP**







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PROJECT

**Hills of Woodbridge Conominiums**  
LAKE ORION, MI

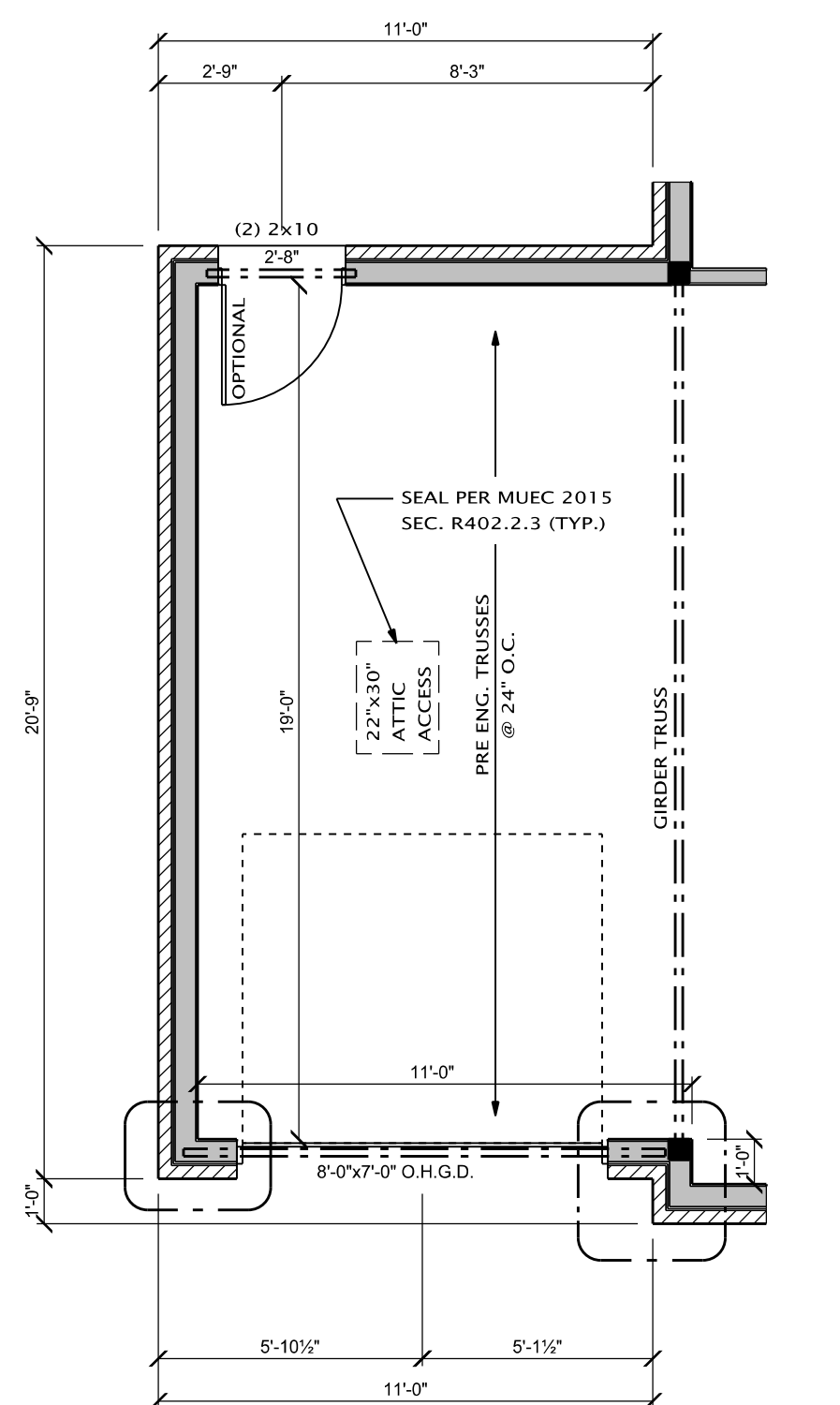
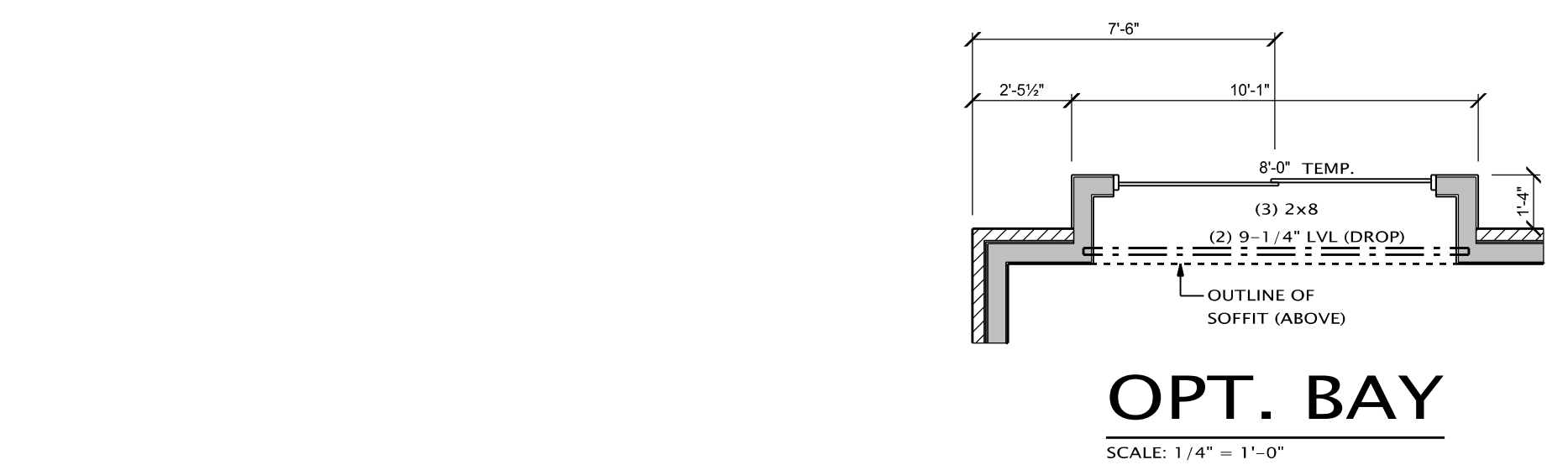
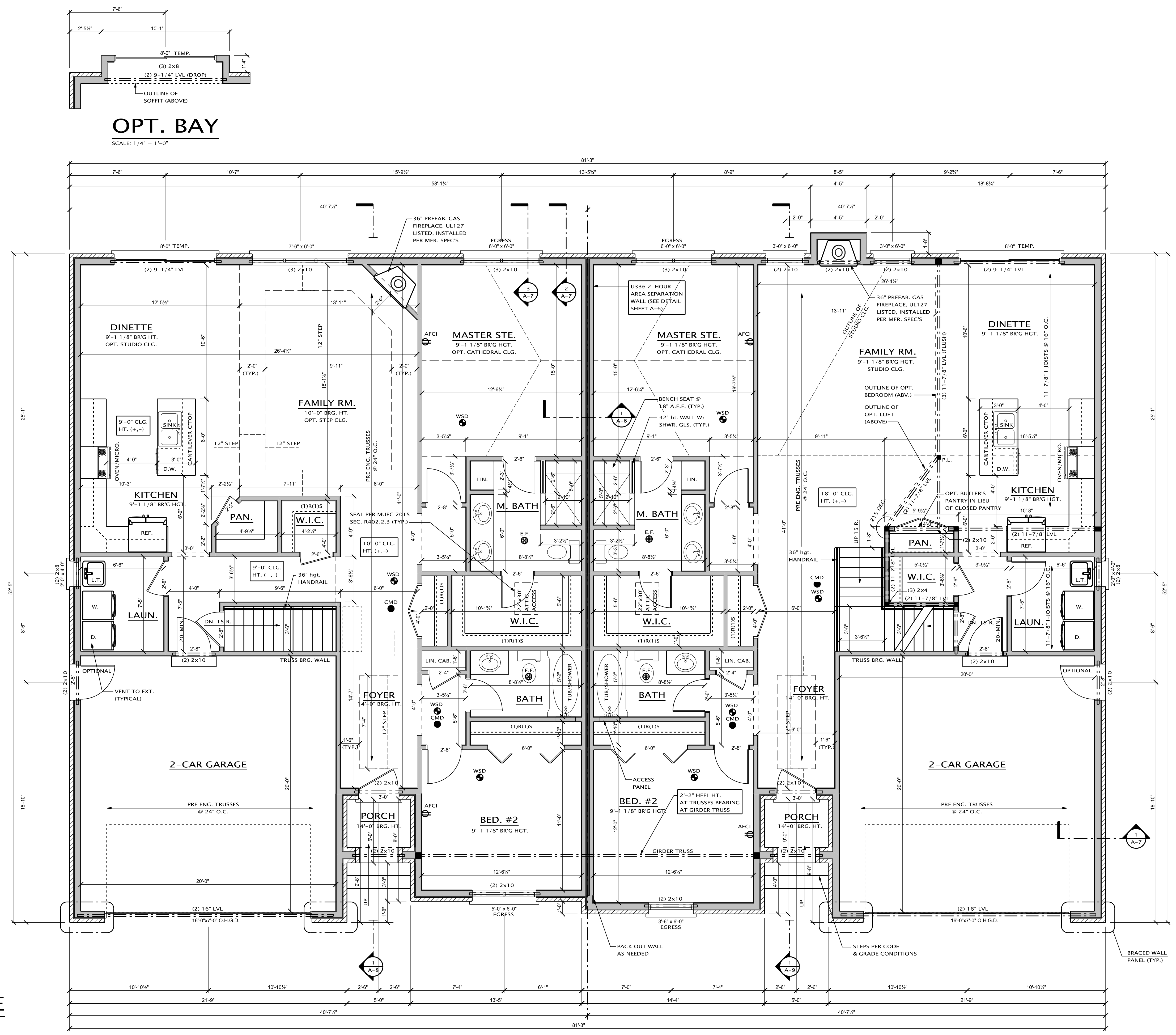
BUILDER/CLIENT  
**LandTec Companies**  
51410 Milano Dr Suite 115  
Macomb, MI 48042

PRELIMINARY ☐  
CONSTRUCTION ☒  
PERMIT ☐  
SHEET TITLE:  
**OVERALL FLOOR PLAN**

DATE: 12-10-2019  
01-06-2020  
01-21-2020  
01-29-2020  
03-25-2020  
DRAWN BY: C.J.B.  
CHECKED BY: J.M.P.

JOB NUMBER:  
19 - 190

SHEET NUMBER:



**ASHLEY**

**BARCLAY**

**DUPLEX FLOOR PLAN**

MIRRORED DUPLEX W/ LOFT  
SCALE: 1/4" = 1'-0"  
TOTAL FLOOR AREA (TYP.): 1,600 S.F.



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ARCHITECTURAL SEAL



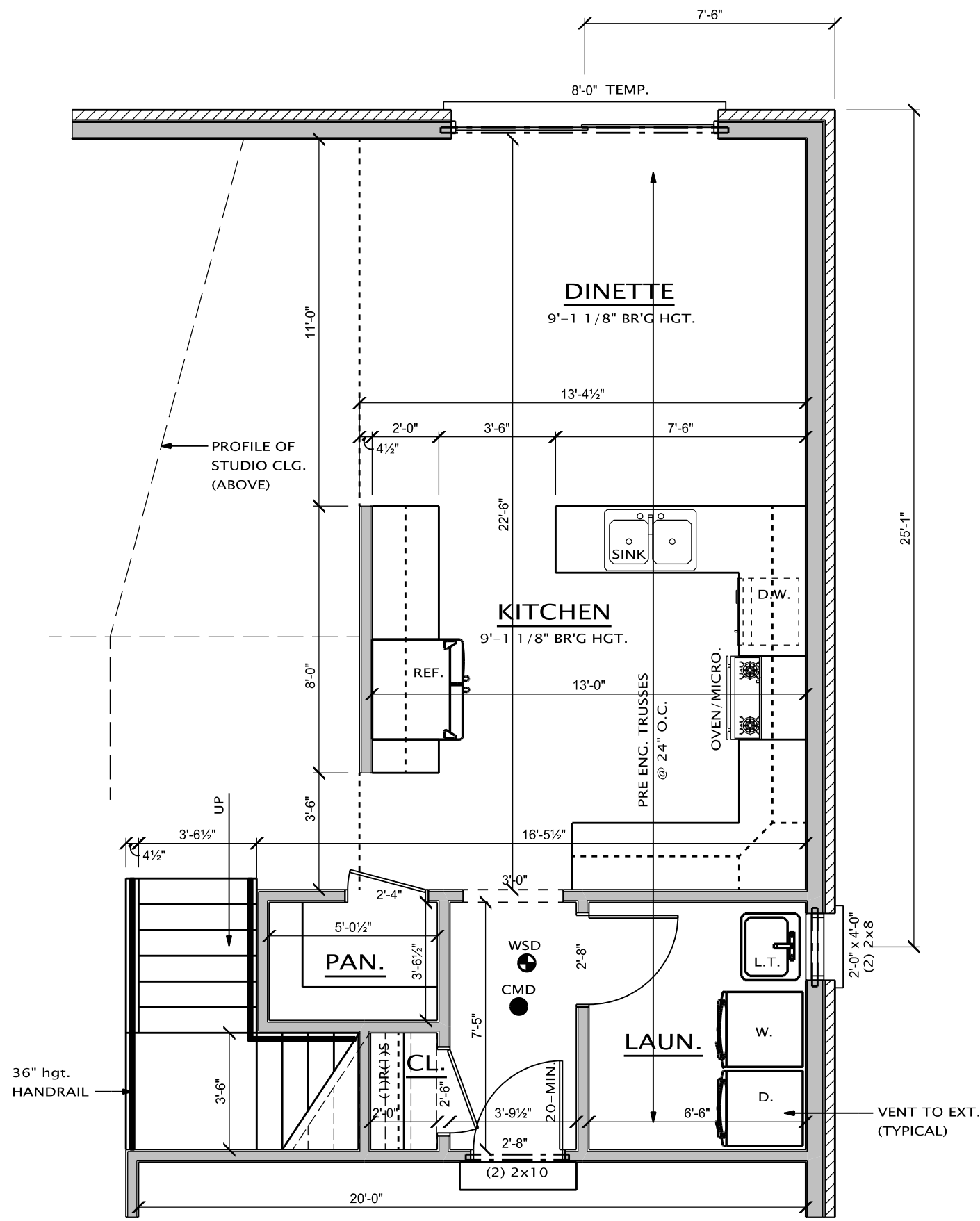
PROJECT

Hills of Woodbridge Conominiums

LAKE ORION, MI

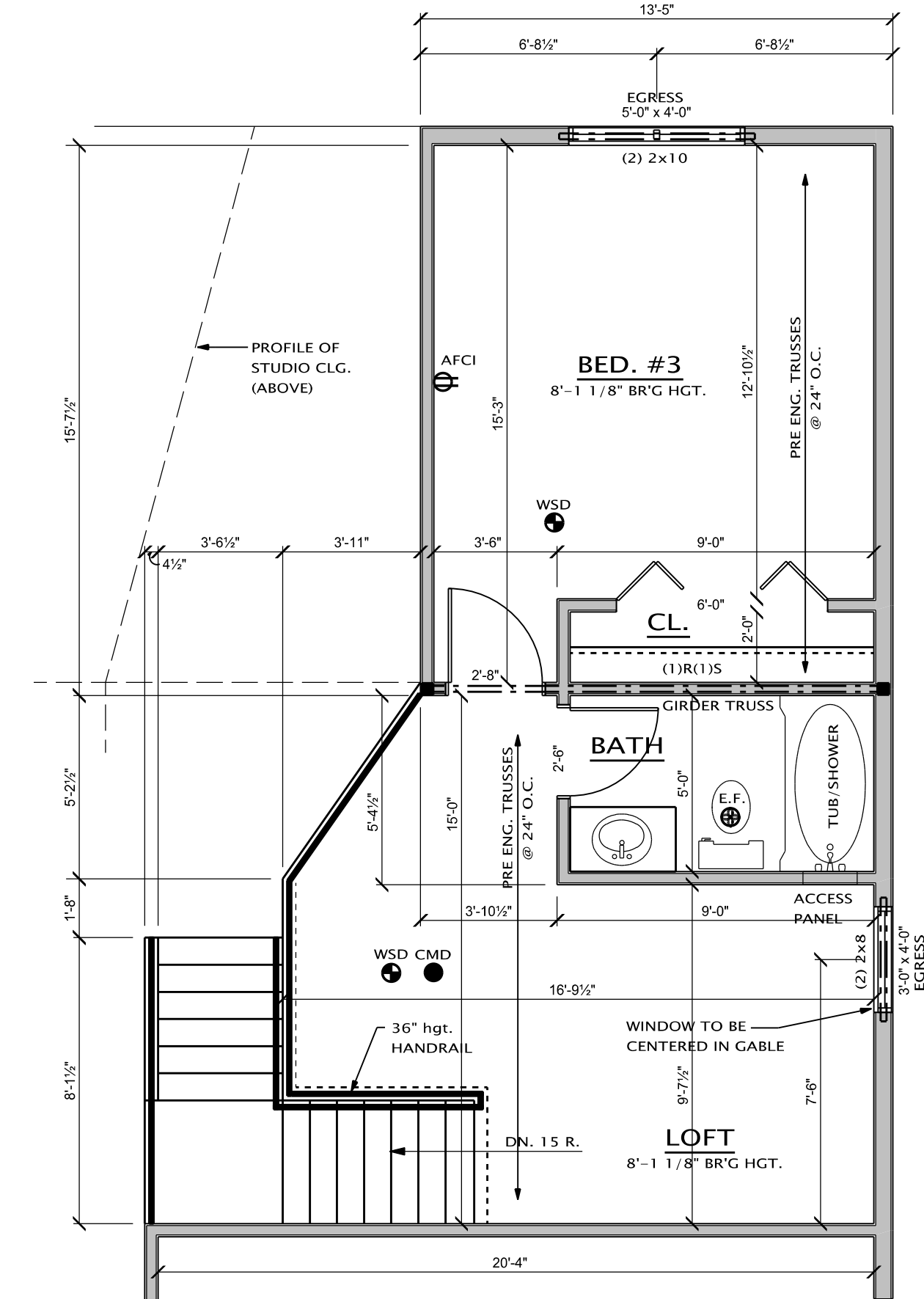
BUILDER/CLIENT

LandTec Companies  
51410 Milano Dr Suite 115  
Macomb, MI 48042



OPT. KITCHEN (NO LOFT)

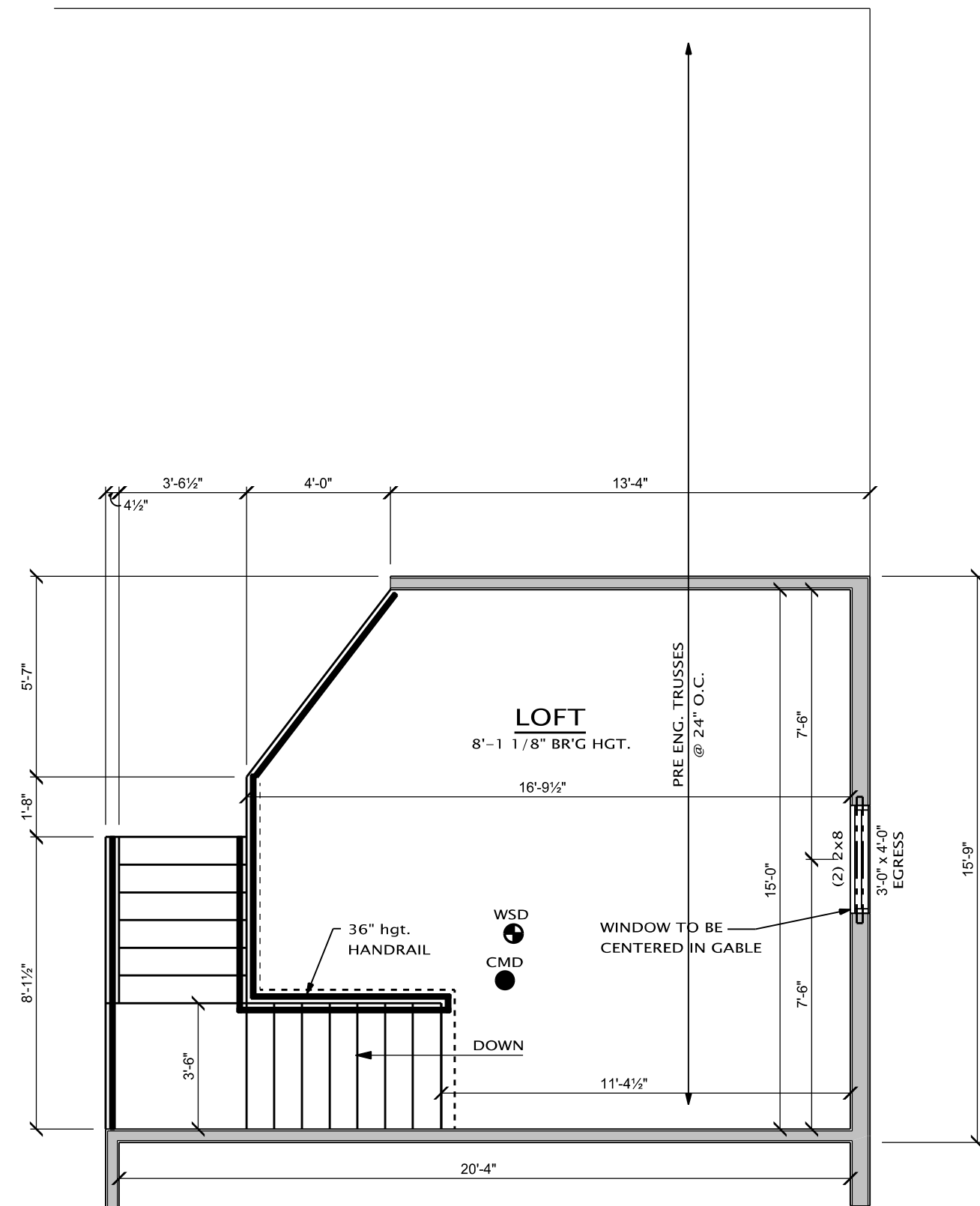
SCALE: 1/4" = 1'-0"



OPT. LOFT W/ BED. & FULL BATH

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

445 S.F.



OPT. LOFT

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

236 S.F.

- PRELIMINARY ☐  
CONSTRUCTION ☒  
PERMIT ☐

SHEET TITLE:

PLAN OPTIONS

DATE: 12-10-2019  
01-06-2020  
01-21-2020  
01-29-2020  
03-25-2020

DRAWN BY:  
C.J.B.

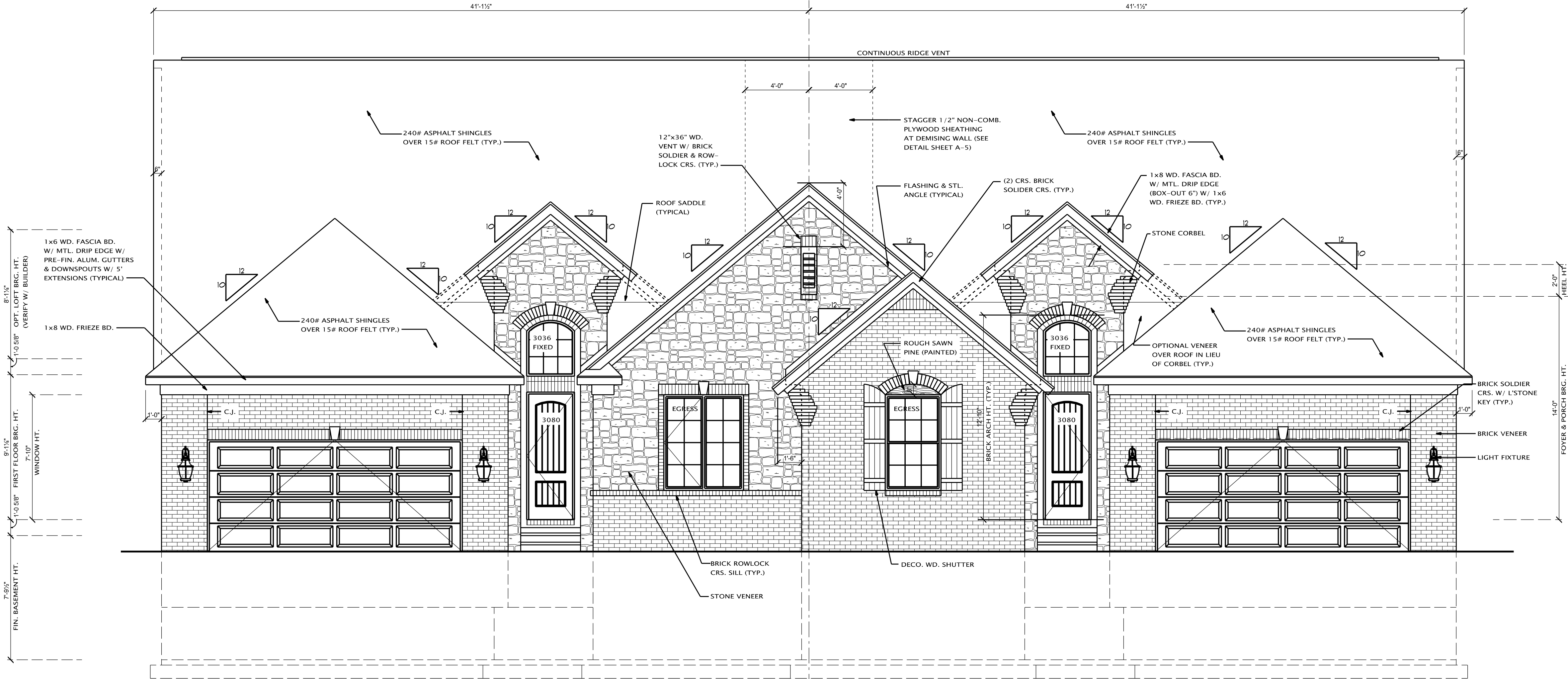
CHECKED BY:  
J.M.P.

JOB NUMBER:  
19 - 190

SHEET NUMBER:

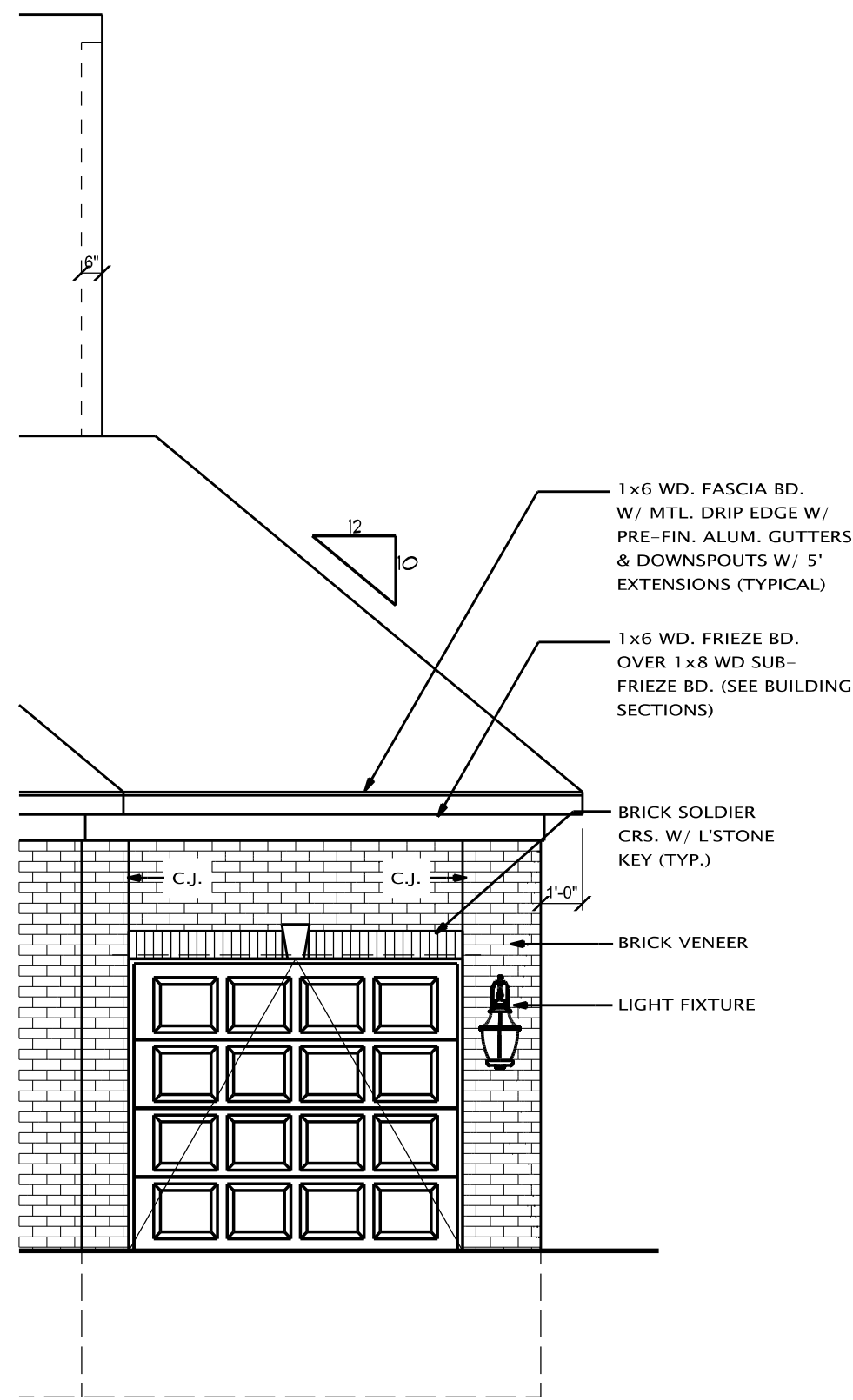
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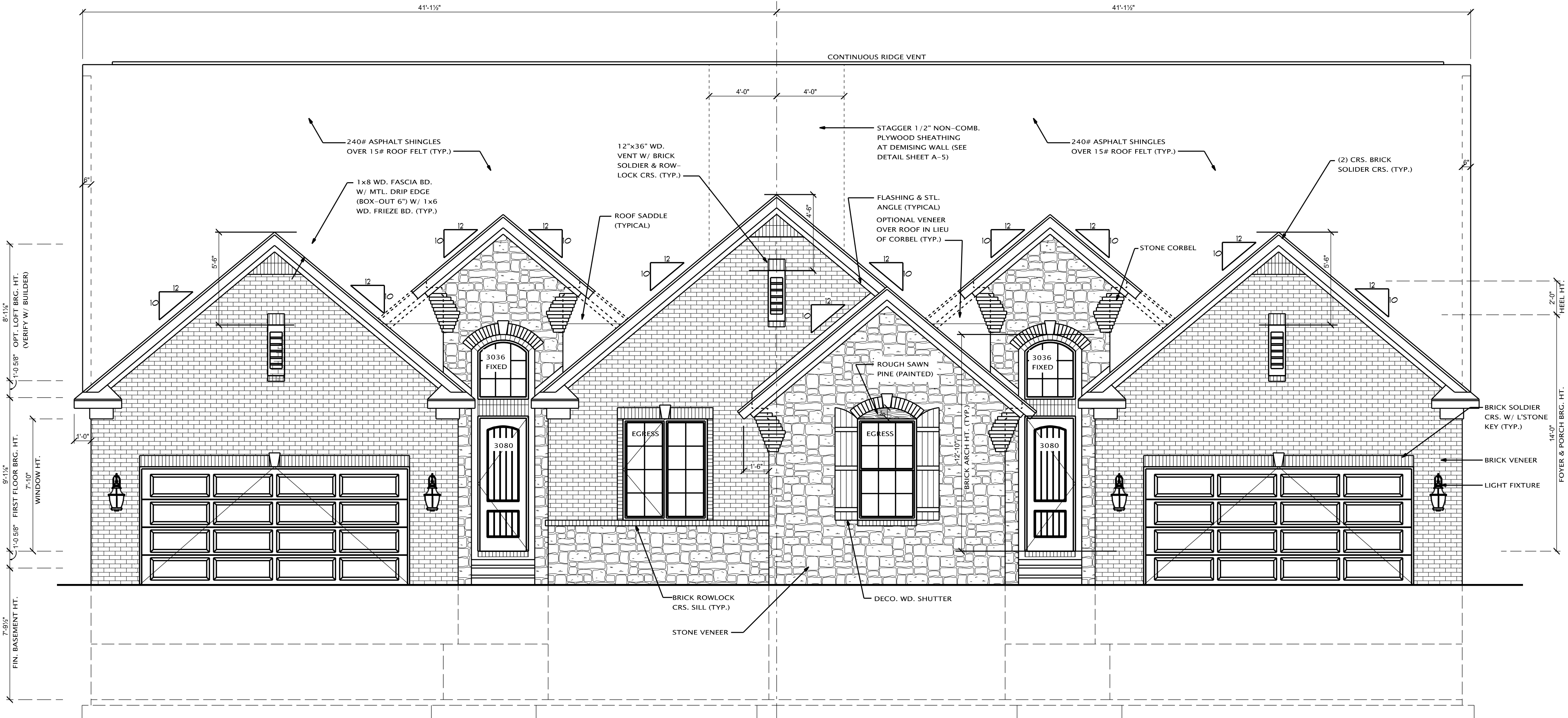
FRONT ELEVATION – OPTION #1

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



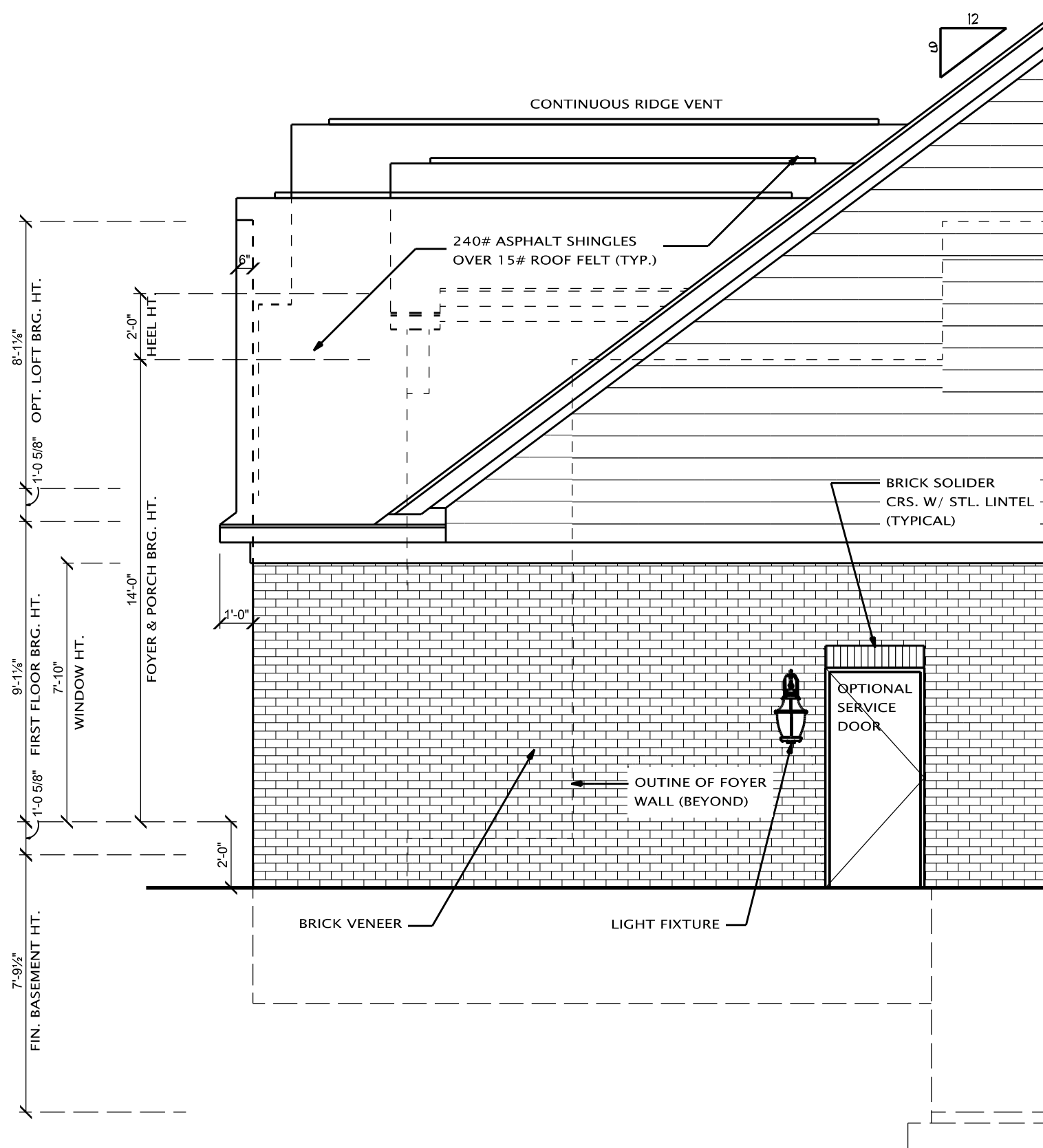
OPT. 3-CAR GARAGE

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



FRONT ELEVATION – OPTION #2

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



LEFT & RIGHT ELEVATION

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

FRONT ELEVATION OPTION #2

**JMP**  
Design + Build, Inc.  
51456 Oro Road  
Shelby Township, MI 48315  
(248) 463-4444  
jprosser@jprosserbuild.com

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ARCHITECTURAL SEAL



PROJECT

Hills of Woodbridge Conominiums  
LAKE ORION, MI

BUILDER/CLIENT

LandTec Companies  
51410 Milano Dr Suite 115  
Macomb, MI 48042

PRELIMINARY ○

CONSTRUCTION ●

PERMIT ○

SHEET TITLE:

EXTERIOR ELEVATIONS

DATE:

12-10-2019

01-06-2020

01-21-2020

01-29-2020

03-25-2020

DRAWN BY:

C.J.B.

CHECKED BY:

J.M.P.

JOB NUMBER:

19 – 190

SHEET NUMBER:

A-3



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ARCHITECTURAL SEAL



PROJECT

Hills of Woodbridge Conominiums

LAKE ORION, MI

BUILDER/CIENT

LandTec Companies  
51410 Milano Dr Suite 115  
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PRELIMINARY ☐  
CONSTRUCTION ☒  
PERMIT ☐

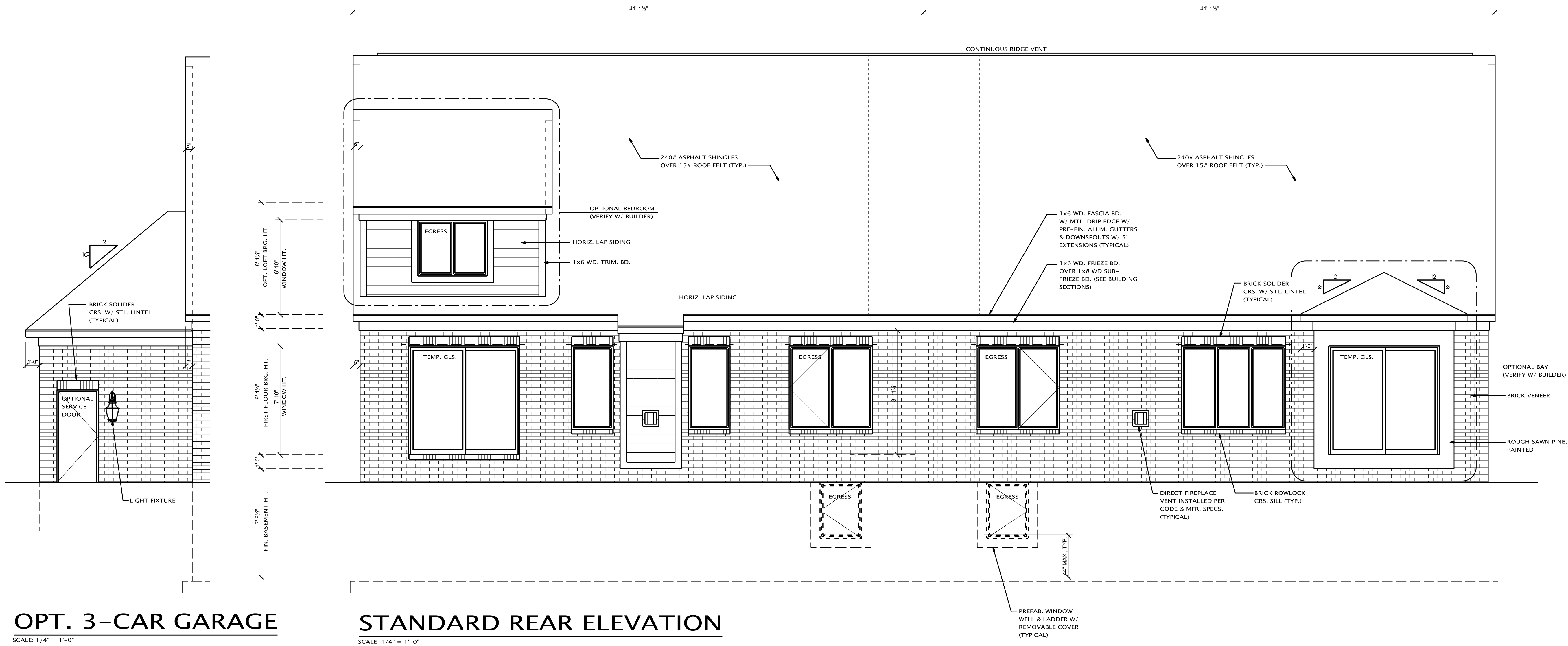
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EXTERIOR ELEVATIONS

DATE: 12-10-2019  
01-06-2020  
01-21-2020  
01-29-2020  
03-25-2020  
DRAWN BY: C.J.B.  
CHECKED BY: J.M.P.

JOB NUMBER:  
19 - 190

SHEET NUMBER:

A-4

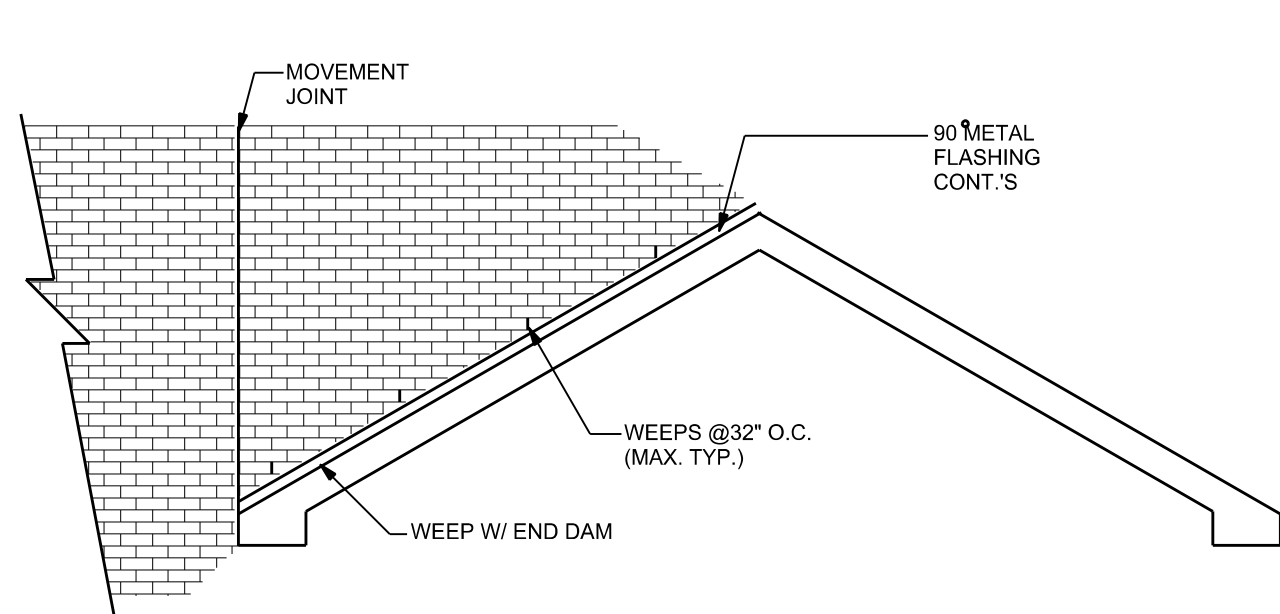


OPT. 3-CAR GARAGE

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

STANDARD REAR ELEVATION

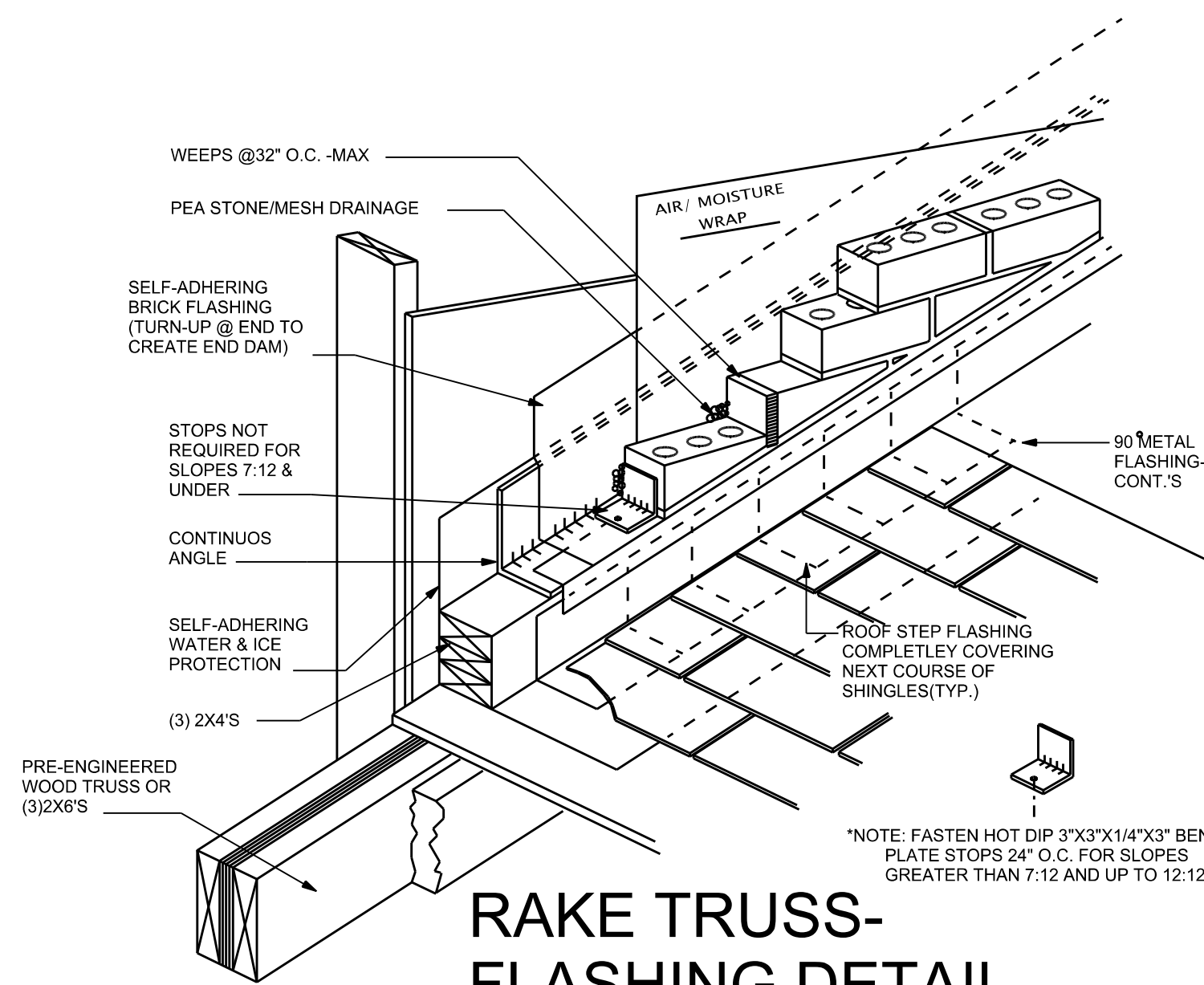
SCALE: 1/4" = 1'-0"



BRICK RAKE

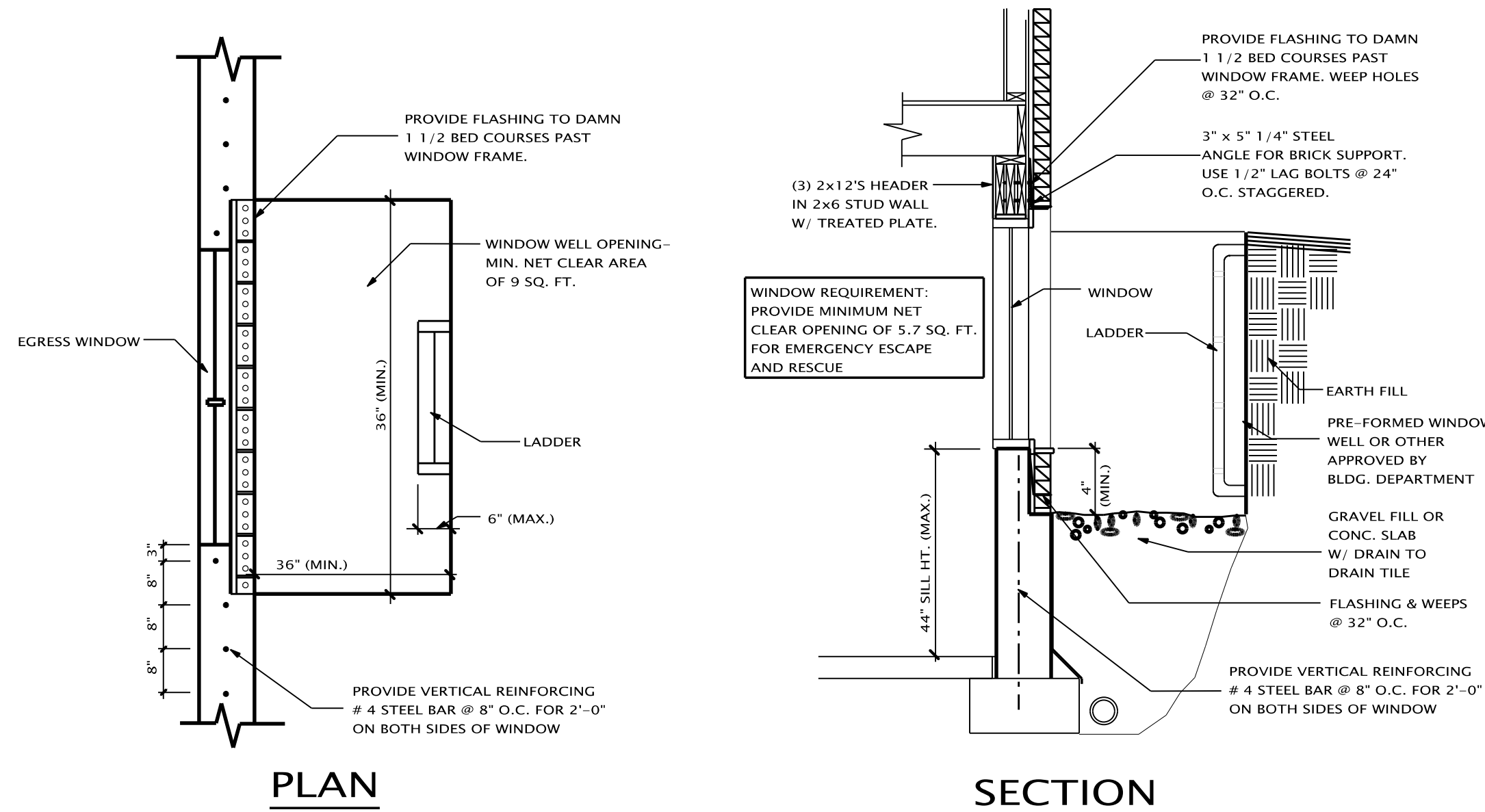
(BRICK VENEER OVER SLOPED ROOF)  
SCALE: N.T.S.

BRICK OVER WOOD FRAMED ROOFS HAVING A PITCH GREATER THAT 7 1/2" SHALL BE INSTALLED OVER A STEEL 4"x6" x 1/4" ANGLE. THE ANGLE SHALL HAVE WELDED 3/4" HIGH STUDS, BOLTS, OR 90 DEGREE STEEL SHOES, @ 12" O.C. TO PREVENT SLIPAGE AT PITCHES OVER 7/12. THE ANGLE SHALL BE SET ON A VAPOR BARRIER AND BEAR ON A MIN. (3) 2X6 HEADER. A MOVEMENT JOINT IS REQUIRED BETWEEN THE BRICK WHICH WILL BEAR ON FOUNDATION AND THOSE BRICKS WHICH WILL BEAR ON WOOD FRAMED ROOF. THIS IS NECESSARY AS THE COEFFICIENT OF EXPANSION IS DIFFERENT FOR EACH MATERIAL CAUSING VARYING AMOUNTS OF SHRINKAGE. EACH CASE MAY BE ANALYZED INDIVIDUALLY FOR ALTERNATE SOLUTIONS.



RAKE TRUSS-FLASHING DETAIL

SCALE: N.T.S.



PLAN

SECTION

BASEMENT ESCAPE OPENING DETAILS

SCALE: 1/2" = 1'-0"



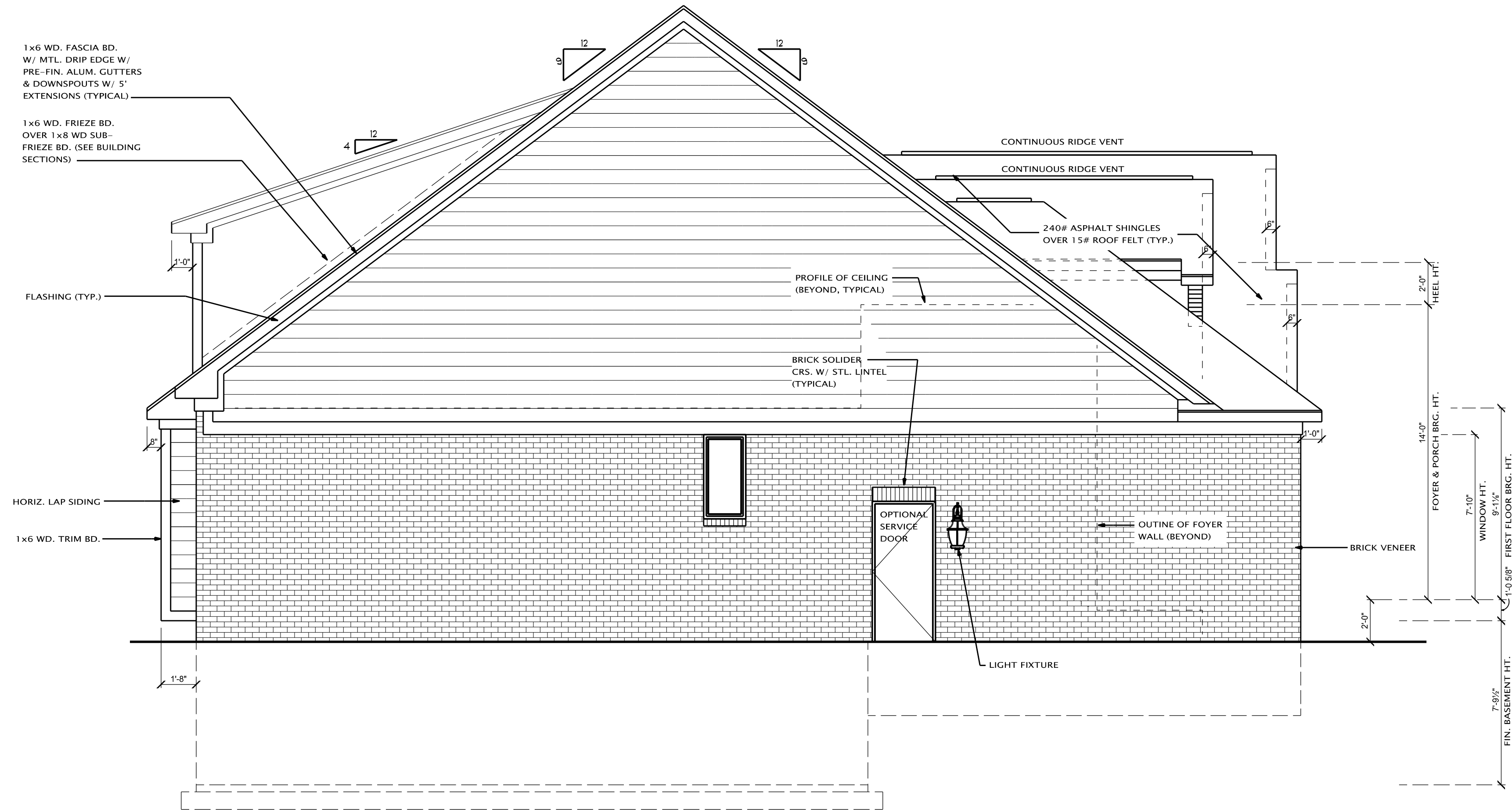
CODE COMPLIANCE  
GENERAL NOTES:

(REFER TO NOTES ONLY APPLICABLE TO PROJECT)  
ALL NOTES TO COMPLY WITH:  
MICHIGAN RESIDENTIAL CODE 2015  
MICHIGAN PLUMBING CODE 2015  
MICHIGAN MECHANICAL CODE 2015  
MICHIGAN ELECTRICAL CODE 2014  
MICHIGAN UNIFORM ENERGY CODE 2015

- 2x10 FLOOR JOISTS @ 12" O.C. UNDER ALL THE TILE OR MARBLE FLOORS 20 LB. DEAD LOAD REQUIRED.
- ALL POURED CONCRETE WALLS TO BE BACKFILLED WITH SANDY TYPE SOIL AND BE WELL BRACED UNTIL CONCRETE IS THOROUGHLY CURED AND ADDITIONAL WEIGHT OF THE BUILDING IS IN PLACE.
- ALL FLOOR JOISTS TO BE #2 OR BETTER HEM FIR W/ 1"x3" CROSS BRIDGING @ 8'-0" O.C. AT 1/3 POINTS OF SPAN.
- ROOF TRUSS DESIGNED BY TRUSS MANUFACTURER TO CONFORM TO ALL MINIMUM DESIGN LOAD REQUIREMENTS. BRACE ROOF TRUSSES AS REQUIRED BY MANUFACTURER.
- ROOF TRUSS FRAMING INDICATING ON DRAWINGS IS ARE ASSUMED LAYOUT. TRUSS MANUFACTURER SHOULD REVIEW THE DRAWING AND INDICATE TO ARCHITECT/DESIGNER PRIOR TO FABRICATION ANY CHANGE IN BEARING CONDITIONS THAT WOULD REQUIRE RE-FRAMING OF OUR STRUCTURE TO ACCOMMODATE TRUSSES.
- ALL POURED CONCRETE FOOTINGS TO BE A MINIMUM OF 3'-6" BELOW FINISHED GRADE BEARING ON UNDISTURBED VIRGIN SOIL WITH A MINIMUM BEARING CAPACITY OF 2,000 PSF MUST BE VERIFIED BY SOILS ENGINEER IN THE FIELD FOR FOOTING INSPECTION.
- ALL POURED CONCRETE WALLS WITH 7'-0" OR MORE BACKFILL TO BE REINFORCED WITH #4 BARS @ 12" O.C. VERTICALLY WITH ONE #4 BAR TOP & BOTTOM OF WALL HORIZONTALLY. FOOTING INSPECTOR TO VERIFY IN FIELD.
- ALL WINDOW NUMBERS REFER TO AND/OR SERIES WINDOWS. IF ALTERNATE WINDOW MANUFACTURER IS USED, ALL SIZES & SHAPES TO MATCH DIMENSIONALLY.
- ALL ENGINEERED WOOD FLOOR TRUSSES TO BE #1 DENSE K.D. WITH 2" BY 6" CON-TINIOUS FIBER BRACING ON BOTTOM CHORD @ 8'-0" O.C. MINIMUM 2 PER SPAN WELL NAILED TO TRUSSES. PROVIDE DRAFT STOPPING.
- THE ROOF TRUSS MANUFACTURER TO FURNISH SHOP DRAWING TO THE ARCHITECT/DESIGNER PRIOR TO FABRICATION OF THE TRUSSES.
- ALL MICRO-LAM BEAMS TO BE JOINED TOGETHER PER MANUFACTURER'S SPECIFICATIONS.
- ALL POURED CONCRETE WALLS WITH BRICK LEDGE GREATER THAN 4'-0" SHALL BE RE-INFORCED WITH #6 BARS 24" O.C. VERTICALLY WITH ONE #4 BAR TOP & BOTTOM OF WALL HORIZONTALLY.
- DO NOT SCALE DRAWINGS. USE PRINTED DIMENSIONS ONLY. IF ANY DISCREPANCY OCCURS, NOTIFY THE ARCHITECT/DESIGNER IMMEDIATELY FOR DIRECTION. THE BUILDER IS RESPONSIBLE FOR REVIEWING ALL DRAWINGS AND IF ADDITIONAL CLARIFICATION OR INFORMATION IS NEEDED, BUILDER IS TO CONTACT THE ARCHITECT/DESIGNER AND SALES COUNSELOR.
- PROVIDE 15 POUND FELT AT UNTREATED EXPOSED LUMBER.
- ALL BEDROOM WINDOWS TO MEET 2015 MICHIGAN RESIDENTIAL EGRESS CODES. ALL WINDOW SILLS, 12" ABOVE FINISH GRADE, SHALL HAVE THE BOTTOM OF THE OPENING LOCATED A MINIMUM OF 24" ABOVE FINISH FLOOR OF THE ROOM PER MRC 2015.
- PROVIDE FIBER CEMENT, FIBER MAT REIN. CEMENT, GLASS MAT GYPSUM BACKERS OR FIBER REIN. GYPSUM BACKERS AS BACKERS FOR TUB AND/OR SHOWER WALL TILES AND PANELS. BACKERS MUST COMPLY WITH ATSM C1288, C 1325, C1178 AND BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
- WHERE HANDRAILS ARE SHOWN, HANDRAIL HEIGHTS ARE TO NOT BE LESS THAN 34" A.F.F. & MORE THAN 38" A.F.F. GUARD RAIL IS TO BE NOT LESS THAN 36" A.F.F.
- (MRC 2015) PROVIDE HANDRAIL ON AT LEAST (1) SIDE OF EVERY STAIRWAY PER SECTION R311.7.7 OF THE 2015 MICHIGAN RESIDENTIAL CODE. HANDRAIL GRIP TO COMPLY WITH 2015 MICHIGAN RESIDENTIAL CODE.
- DO NOT DRILL KITCHEN WINDOW DOUBLERS.
- PROVIDE A BATH FAN WHERE SHOWN ON PLAN AND VENT FAN TO EXTERIOR AS REQUIRED.
- TYPICAL ALL HABITABLE ROOMS TO HAVE PROPER LIGHT AND VENTILATION AND COMPLY WITH 2015 MICHIGAN RESIDENTIAL CODES.
- PROVIDE ELECTRICAL SMOKE DETECTORS IN ALL SLEEPING AREAS, HALLWAYS, AND MECHANICAL ROOMS ON ALL FLOOR LEVELS, INCLUDING THE BASEMENT. SMOKE DETECTORS SHALL BE WIRED TOGETHER SO AS WHEN ONE SOUNDS, THEY ALL SOUND AND HAVE BATTERY BACKUP PER SEC 314 OF 2015 MICHIGAN RESIDENTIAL CODE.
- PROVIDE ADEQUATE ROOF VENTILATION AND SOFFIT VENTILATION (MIN.) AS REQUIRED. VERIFIED BY CALCULATION 1/500 OF THE AREA VENTILATION REQUIRED.
- TYPICALLY ALL PINS IN POURED CONCRETE FOUNDATION WALLS MUST BE REMOVED AND FILLED WITH FOUNDATION COATING PRIOR TO BACK FILL INSPECTION.
- PROVIDE METAL FLASHING, COUNTER FLASHING AND STEPPED FLASHING WHERE NOTED AND BRICK AND SIDING MEET.
- PROVIDE APPROVED SEALANT WHERE REQUIRED AND AS DETAILED BY MANUFACTURER.
- VERIFY ELECTRICAL SERVICE IN ACCOMMODATING ALL NEW WORK. VERIFY ALL PROPOSED ELECTRICAL OUTLETS, SWITCHES, DIMMERS, LIGHT LOCATIONS, ETC. INCLUDING CABLE AND PHONE PRE-WIRING SECURITY. TAKE INTO CONSIDERATION ALL ELECTRICAL INSTALLATION WITH OWNER AND COMPLY WITH 2015 MICHIGAN RESIDENTIAL ELECTRICAL CODES.
- VERIFY FIREPLACE OPTION WITH SUBDIVISION SPEC. AND WORK ORDER.
- PROVIDE 2 LAYER MINERAL COATED ROLLED ROOFING AT ALL EAVES TO 24" INSIDE BUILDING. 2 LAYERS MUST BE CEMENTED TOGETHER VERIFY WITH BUILDING DEPARTMENT.
- PROVIDE 2x6 W/OLMANIZED PRESSURE TREATED SILL PLATE ON FIBERGLASS SILL SEALER WITH 1/2 INCH ANCHOR BOLTS AT 8'-0" O.C. AND LOCATED NOT MORE THAN 12" INCHES AND NOT LESS THAN 3-1/2 INCHES FROM THE ENDS OF EACH PLATE SECTION. EXCEPTION: USE ANCHOR STRAPS, SPACED AT 3'-6" O.C. TO PROVIDE EQUIVALENT ANCHORAGE TO 1/2" ANCHOR BOLTS.
- PROVIDE 4" PERIF. DRAIN TILE CONT. AT BASEMENT/CRAWL SPACE FOOTING IN 12" (MIN) PEASTONE W/ 2" BELOW DRAIN TILE. CONNECT TO SUMP AND STORM SEWER AS REQUIRED.
- 6" R CLEAR HEADROOM REQUIRED ON ALL STAIRS.
- CHIMNEY TERMINATION MUST PROJECT 2 FEET ABOVE ANY PART OF THE BUILDING WITHIN 10 FEET.
- FIRESTOP ALL DROPS AND CHASES, ELECTRICAL, PLUMBING AND H.V.A.C.
- PROVIDE 1/2 INCH DRYWALL ON THE GARAGE SIDE OF WALLS COMMON TO RESIDENCE AND GARAGE. APPLY 5/8" TYPE 'X' DRYWALL TO GARAGE CEILING AREAS BELOW HABITABLE ROOMS PER MRC 2015.
- LOWER LEVEL AREA CONSIDERED UNHABITABLE. ANY FUTURE MODERATIONS TO MODIFY LOWER LEVEL TO A HABITABLE SPACE WILL COMPLY STRICTLY TO THE 2015 MRC. EGRESS WINDOW(S) PROVIDED AS REQUIRED IN COMPLIANCE WITH MRC 2015.
- AREAS THAT REQUIRE TEMPERED GLASS:  
A. FIXED AND SLIDING PANELS OF SLIDING TYPE DOORS.  
B. SHOWER AND BATH/TUB DOORS AND ENCLOSURES (IF APPLICABLE)  
C. PANELS WITH A GLAZED AREA IN EXCESS OF 9.50 SQ. FT. WITH LOWEST RIDGE LESS THAN 18 INCHES ABOVE THE FINISHED FLOOR LEVEL.  
D. ALL OTHER AREAS AS CODE REQUIRES PER 2015 MRC.
- ROOF VENTILATION WHERE EAVE OR CORNICE VENTS ARE INSTALLED INSULATION SHALL NOT BLOCK THE FREE FLOW OF AIR. A MINIMUM OF A 1 INCH SPACE SHALL BE PROVIDED BETWEEN THE INSULATION AND THE ROOF SHEATHING AT THE LOCATION OF THE VENTS.
- ALL STAIRWAYS SHALL BE ILLUMINATED WITH MIN (1) FOOT CANDLE OF LIGHT.
- PROVIDE UNDERSTAIR PROJECTION PER MRC 2015. ENCLOSED ACCESSIBLE SPACE UNDER SHALL HAVE WALLS, UNDER STAIR SURFACE AND ANY SOFFITS PROTECTED ON THE ENCLOSED SIDE WITH 1/2 INCH GYPSUM BOARD.
- UNEXCAVATED GARAGE SLAB SHALL COMPLY WITH TABLE R402.2 4 INCH CONCRETE SLAB MIN. 3,500 MINIMUM SPECIFIED COMPRESSIVE STRENGTH OF CONCRETE ON 4 INCHES MIN. WELL COMPACTED SAND BASE.
- PROVIDE NON-ABSORBENT FINISH TO THE SURFACE OF ALL BATHING AREAS WITH WALL MOUNTED SHOWER HEADS, A MIN. 6'-0" ABOVE FINISH FLOOR PER MRC 2009 SEC. R307.2.
- PROVIDE A 1-3/8 INCH MIN. SOLID CORE FRAMERED DOOR BETWEEN GARAGE AND RESIDENCE MIN. 20 MINUTE FRAMERED.
- BUILDER AND SUB-BRICK CONTRACTORS TO PROVIDE WEEP HOLES RESTING ON THE FLASHING SPACED 32" O.C. MAX. (24 INCHES PREFERRED) AT HEAD DETAILS OF: WINDOWS, DOORS, BASEMENT WINDOWS AND GARAGE DOORS. ALSO PROVIDE FLASHING TO FACE OF BRICK WITH MIN. 8 INCHES VERTICAL LEG AND FORM END DAMS (LAP UNDER AIR/MOISTURE BARRIER). MICHIGAN RESIDENTIAL CODE 2015. A PRE-BRICK INSPECTION WILL BE REQUIRED PRIOR TO BRICK INSTALLATION INSPECTION.
- FASTENER SCHEDULE FOR STRUCTURAL MEMBERS TABLE R602.3 (1) WOOD STRUCTURAL PANELS, SUBFLOOR, ROOF AND WALL SHEATHING TO FRAMING, BUILDING MATERIALS OF 5/16 INCHES TO 1/2 INCHES USE 80 COMMON NAIL (SUBFLOOR, WALL) AT 6 INCHES FROM EDGES 12 INCHES INTERMEDIATE SUPPORTS AND USE 80 COMMON NAILS FOR ROOF 6 INCHES FROM EDGES 12 INCHES INTERMEDIATE.
- BUILDER/OWNER TO PROVIDE WATERPROOFING TO CODE SUBMIT INFORMATION ON APPROVED PRODUCTS.
- BUILDER/TRUSS MANUFACTURER TO PROVIDE TRUSS DESIGN DRAWINGS IN COMPLIANCE WITH MRC 2015 AND SHALL INCLUDE AT MINIMUM, THE INFORMATION SPECIFIED BELOW:  
1. SLOPE OR DEPTH, SPAN, AND SPACING  
2. LOCATION OF ALL JOINTS  
3. REQUIRED BEARING WIDTHS  
4. DESIGN LOADS AS APPLICABLE  
4a. TOP CHORD LIVE LOAD (INCLUDING SNOW LOADS)  
4b. TOP CHORD DEAD LOAD  
4c. BOTTOM CHORD LIVE LOAD  
4d. BOTTOM CHORD DEAD LOAD  
4e. CONCENTRATED LOADS AND THEIR POINTS OF APPLICATION  
4f. CONTROLLING WIND AND EARTHQUAKE LOADS  
5. ADJUSTMENTS TO LUMBER AND JOINT CONNECTOR DESIGN VALUES FOR EACH CONDITION OF USE.  
6. EACH REACTION FORCE AND DIRECTION  
7. JOINT CONNECTOR TYPE AND DESCRIPTION (E.G., SIZE THICKNESS OR GAUGE) AND THE DIMENSIONED LOCATION OF EACH JOINT CONNECTOR EXCEPT WHERE SYMMETRICALLY LOCATED RELATIVE TO THE JOINT INTERFERENCE.  
8. LUMBER SIZE, SPECIES, AND GRADE FOR EACH LUMBER.  
9. CONNECTION REQUIREMENTS FOR:  
9a. TRUSS-TO-TRUSS CHORD  
9b. TRUSS PLY TO PLY  
9c. FIELD SPICES  
10. CALCULATED DEFLECTION RATIO AND/OR MAX. DESCRIPTION FOR LIVE AND TOTAL LOAD.  
11. MAX. AXIAL COMPRESSION FORCES IN THE TRUSS MEMBERS TO ENABLE THE BUILDING DESIGNER TO DESIGN THE SIZE CONNECTIONS AND ANCHORAGE OF THE PERMANENT CONDITIONS LATERAL BRACING. FORCES SHALL BE SHOWN ON THE TRUSS DRAWING OR ON SUPPLEMENTAL DOCUMENTS.  
12. REQUIRED PERMANENT TRUSS MEMBER BRACING LOCATION.  
13. ALL WINDER THREADS TO BE 6" WIDE (MIN.) AT INNER RADIUS AND 10" WIDE (MIN.) 12 INCHES FROM INNER RADIUS.  
48. CARBON MONOXIDE DETECTORS TO BE PLACED 15 FEET MAXIMUM FROM A FUEL BURNING APPLIANCE.  
49. ALL POURED CONCRETE FOUNDATION WALLS TO BE POURED IN VIBRATED 20-INCH LIFTS  
50. ALL INTERIOR DIMENSIONS ARE TAKEN FROM GYPSUM UNLESS OTHERWISE NOTED.  
51. ALL ATTIC SCUTTLES TO BE 1-HR. RATED AND CONFORM TO MUEC 2015.  
52. AN AIR LEAKAGE TEST TO BE CONDUCTED PRIOR TO FINAL INSPECTION AND CONFORM TO MUEC 2015.  
53. MIN (2) LAYERS UNDERLAYMENT ON PITCHED ROOFS 4:12 & UNDER  
54. ALL INTERIOR WALL DIMENSIONS TAKEN FROM DRYWALL UNLESS OTHERWISE NOTED  
55. ALL INTERIOR FOUNDATION DIMENSIONS TAKEN FROM CONCRETE  
56. ALL 2-STORY WALLS TO BE 2x6 CONSTRUCTION W/ 2" KING STUDS ON EACH SIDE OF WINDOW HEADER  
57. BOTTOMS OF OPERABLE WINDOWS 22" OR MORE ABOVE FINISHED GRADE SHALL BE NO MORE THAN 24" ABOVE FINISHED FLOOR  
58. ALL BEARING WALLS SHALL HAVE FLOOR JOISTS UNDER EACH BEARING STUD  
59. PROVIDE LADDERS IN BASEMENT FOR ALL NON-BEARING WALLS PARALLEL TO FLOOR JOISTS THAT ARE 8'-0" LONG OR LONGER  
60. ALL BRANCH CIRCUITS THAT SUPPLY 125 VOLT SINGLE PHASE 15 & 20 AMPERE OUTLETS INSTALLED IN DWELLING UNIT BEDROOM SHALL BE PROTECTED BY ARC-FAULT CIRCUIT INTERRUPTER (AFCI) LISTED TO PROVIDE PROTECTION IN THE ENTIRE CIRCUIT  
61. ALL EXTERIOR WALLS TO BE 2x6 W/ R-19 BATT INSULATION CONSTRUCTION UNLESS NOTED OTHERWISE  
62. ALL CANTILEVERED FLOORS TO BE INSULATED WITH MINIMUM R-30 BATT INSULATION

RIGHT ELEVATION

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



LEFT ELEVATION

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

OPT. 3-CAR GARAGE

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

**ROOF VENTING NOTE**

(PER MRC 2015)

THE TOTAL NET FREE VENTILATING AREA SHALL NOT BE LESS THAN 1/150 OF THE AREA OF THE SPACE VENTILATED, EXCEPT THAT THE TOTAL AREA IS PERMITTED TO BE REDUCED TO 1/300, PROVIDED AT LEAST 50 PERCENT AND NOT MORE THAN 80 PERCENT OF THE REQUIRED VENTILATING AREA IS PROVIDED BY VENTILATORS LOCATED IN THE UPPER PORTION OF THE SPACE TO BE VENTILATED AT LEAST 3 FEET ABOVE EAVE OR CORNICE VENTS WITH THE BALANCE OF THE REQUIRED VENTILATION PROVIDED BY EAVE OR CORNICE VENTS. AS AN ALTERNATIVE, THE NET PRESS CROSS-VENTILATION AREA MAY BE REDUCED TO 1/300 WHEN A VAPOR BARRIER HAVING A TRANSMISSION RATE NOT EXCEEDING 1 PERM IS INSTALLED ON THE WARM SIDE OF THE CEILING.

**FLASHING NOTE**

(PER MRC 2015)

PROVIDE WEEP HOLES @ 32" (MAX.) SPACING @ 2nd COURSE OF PERIMETER AND ABOVE ALL OPENINGS W/ BRICK ABOVE

PROVIDE PRE-FIN. WALL FLASHING AS REQUIRED- 18" UP WALL BEHIND SIDING 8" UP WALL AT BRICK

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ARCHITECTURAL SEAL



PROJECT

Hills of Woodbridge Conominiums

LAKE ORION, MI

BUILDER/CLIENT

LandTec Companies

PRELIMINARY

CONSTRUCTION

PERMIT

SHEET TITLE:

EXTERIOR ELEVATIONS

DATE:

12-10-2019

DRAWN BY:

C.J.B.

CHECKED BY:

J.M.P.

JOB NUMBER:

19 - 190

SHEET NUMBER:

A-5





## 2-HOUR FIRE SEPARATION WALL

U336



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ARCHITECTURAL/SEAL



PROJECT

Hills of Woodbridge Conominiums

LAKE ORION, MI

BUILDER/CLIENT

LandTec Companies  
51410 Milano Dr Suite 115  
Macomb, MI 48042

PRELIMINARY ☐

CONSTRUCTION ☒

PERMIT ☐

SHEET TITLE:

WALL SECTIONS

DATE:

12-10-2019

01-06-2020

01-21-2020

01-29-2020

03-25-2020

DRAWN BY:

C.J.B.

CHECKED BY:

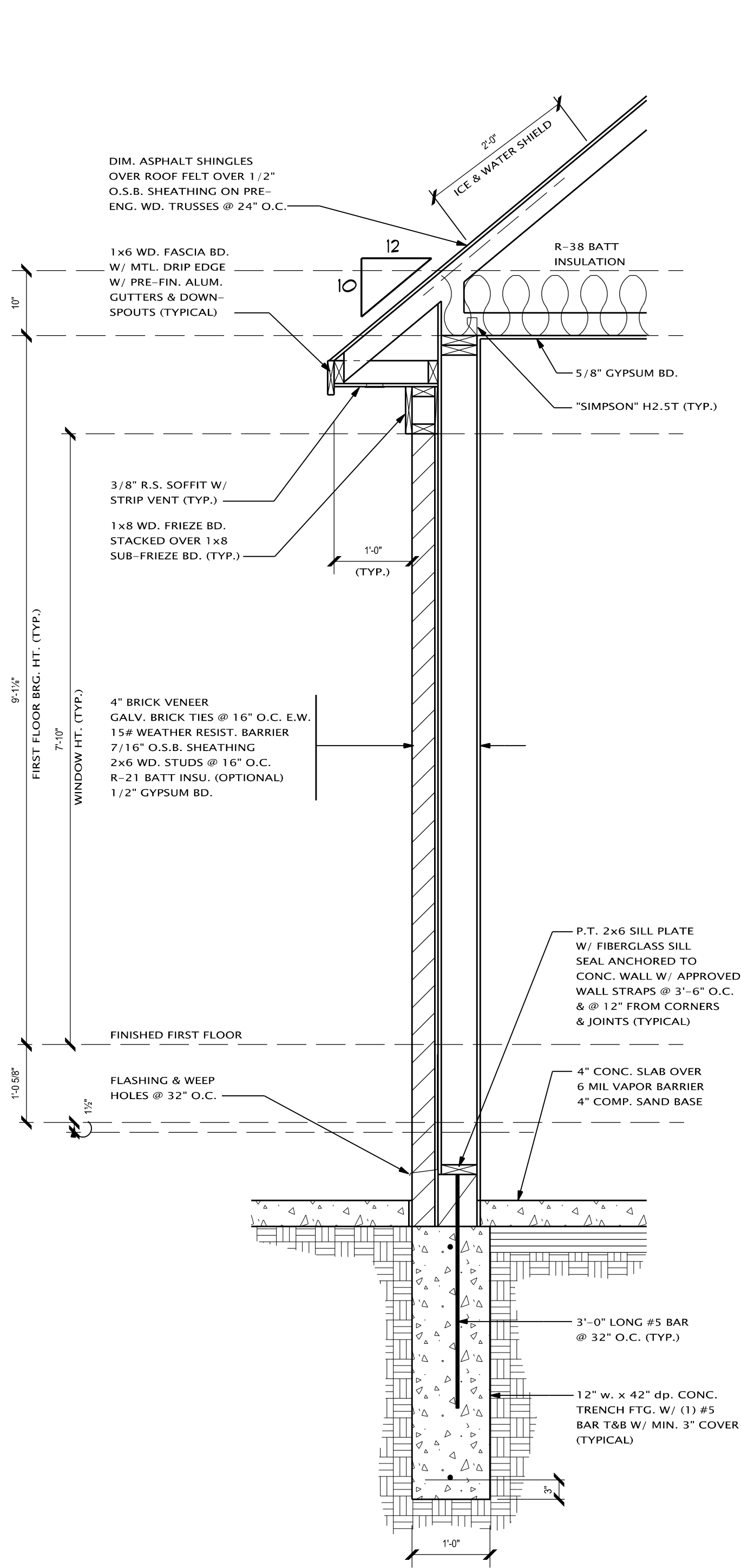
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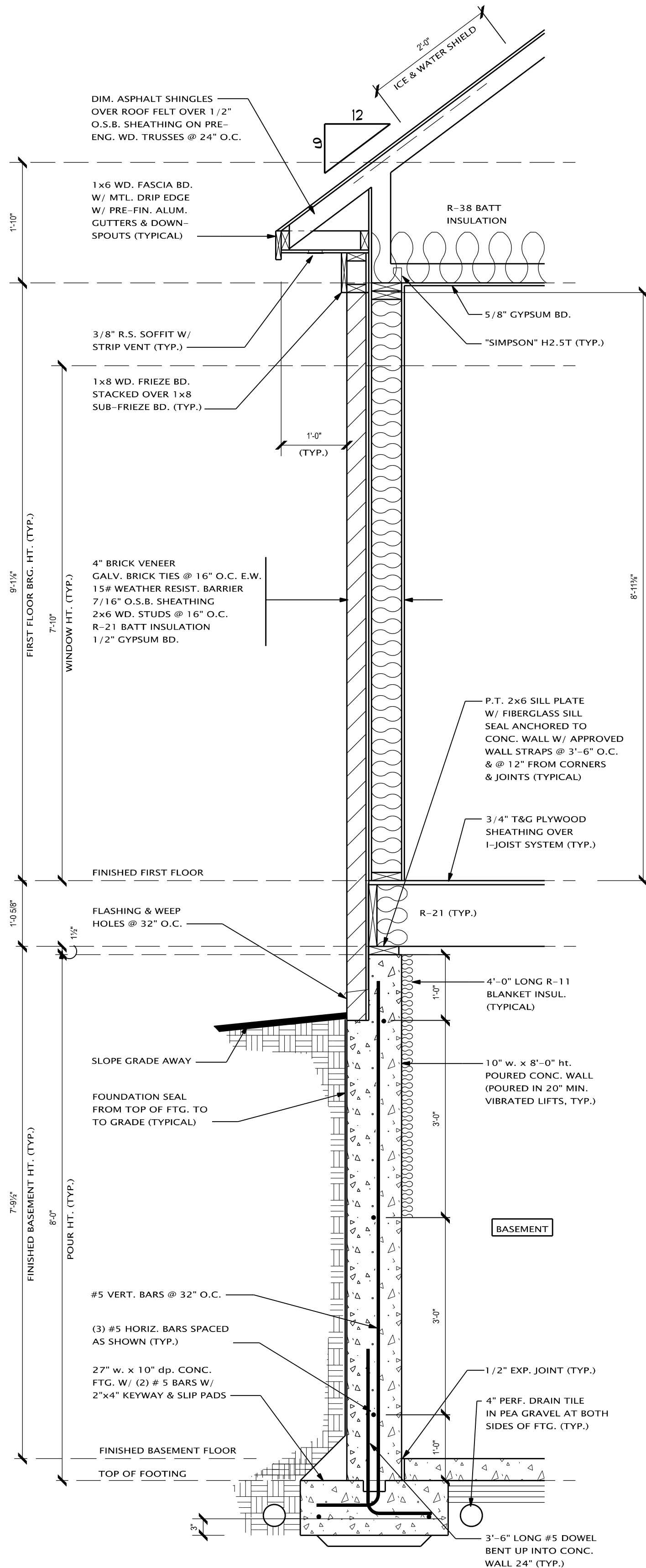
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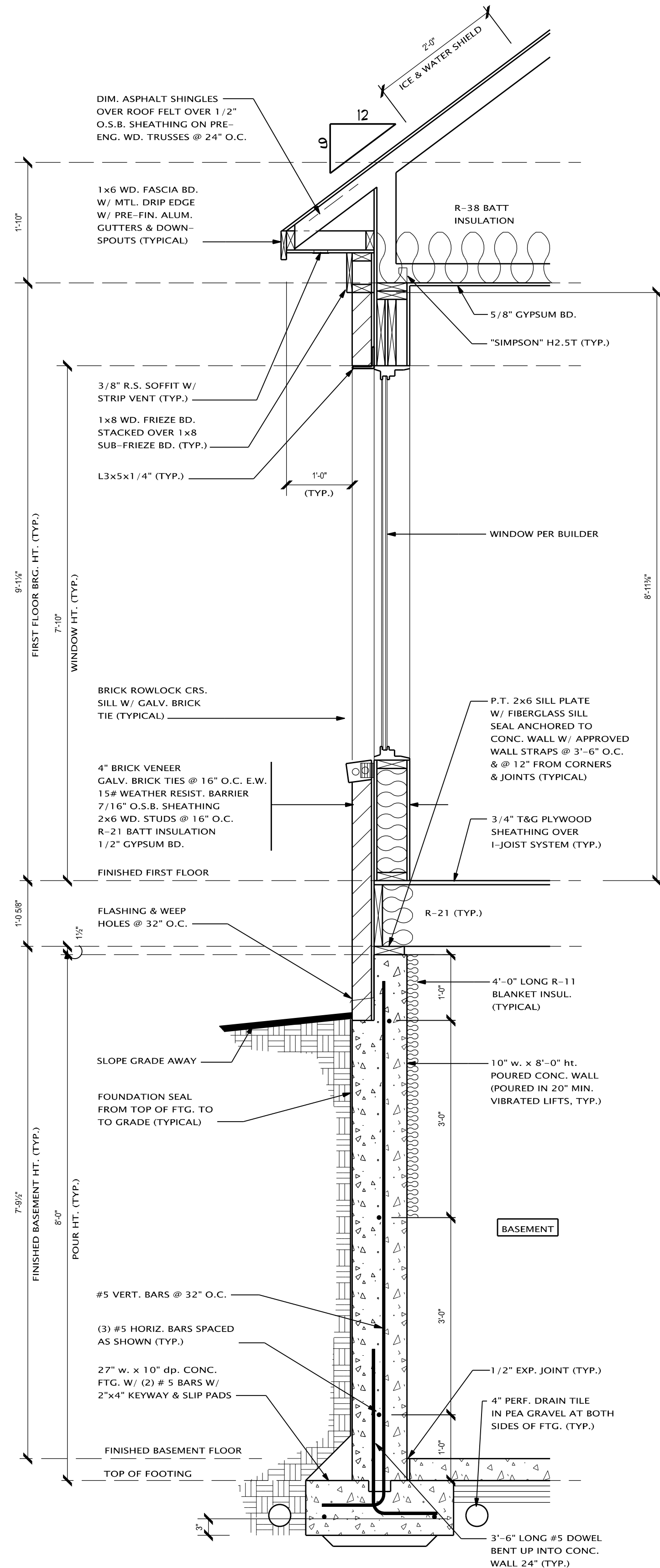
A-7



**1**  
**WALL SECTION**  
SCALE: 3/4" = 1'-0"



**2**  
**WALL SECTION**  
SCALE: 3/4" = 1'-0"



**3**  
**WALL SECTION**  
SCALE: 3/4" = 1'-0"



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ARCHITECTURAL SEAL



PROJECT

Hills of Woodbridge Conominiums

LAKE ORION, MI

BUILDER/CLIENT

LandTec Companies  
51410 Milano Dr Suite 115  
Macomb, MI 48042

PRELIMINARY

CONSTRUCTION

PERMIT

SHEET TITLE:

BUILDING SECTION

DATE:

12-10-2019

01-06-2020

01-21-2020

01-29-2020

03-25-2020

DRAWN BY:

C.J.B.

CHECKED BY:

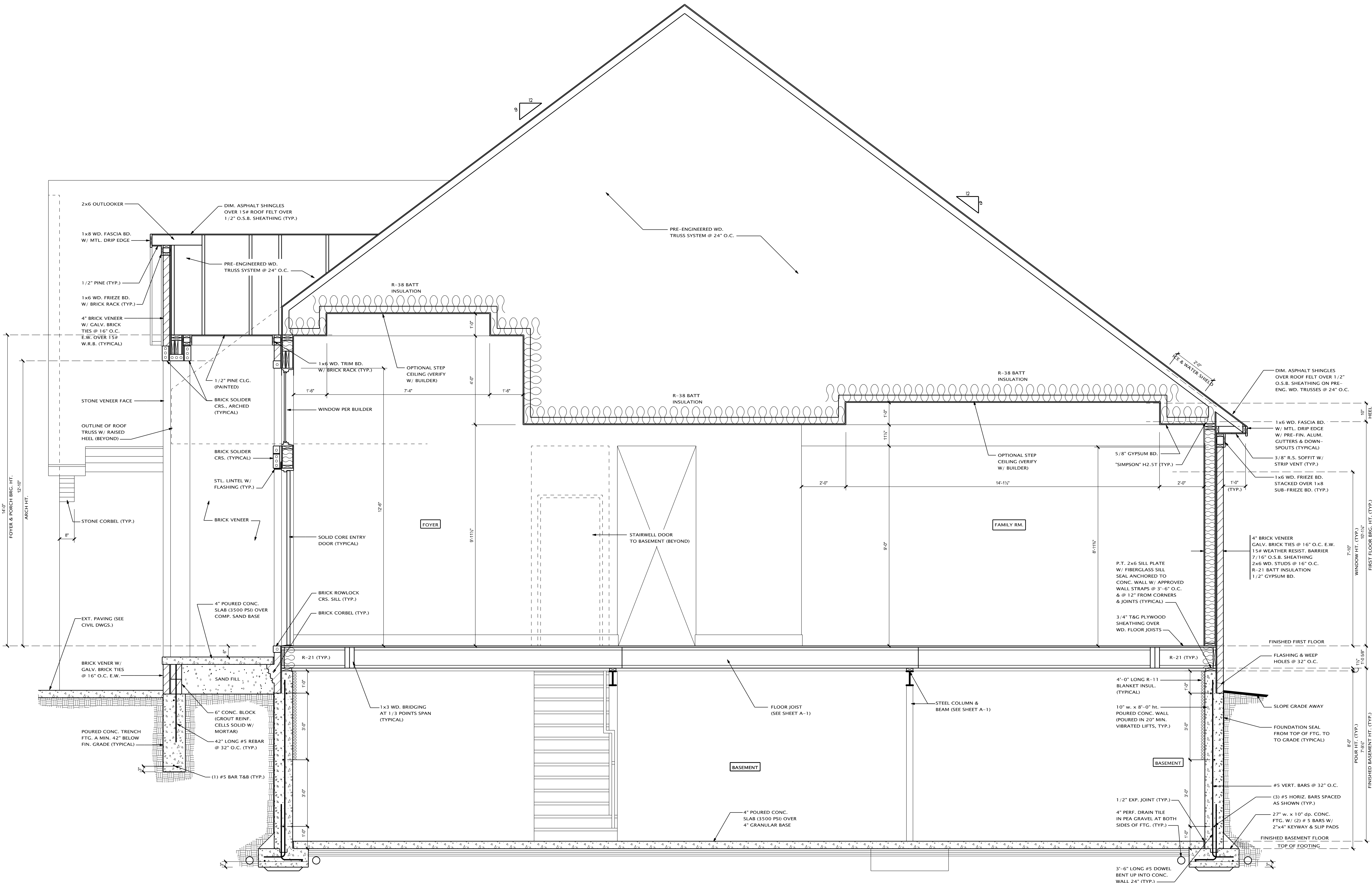
J.M.P.

JOB NUMBER:

19 - 190

SHEET NUMBER:

A-8

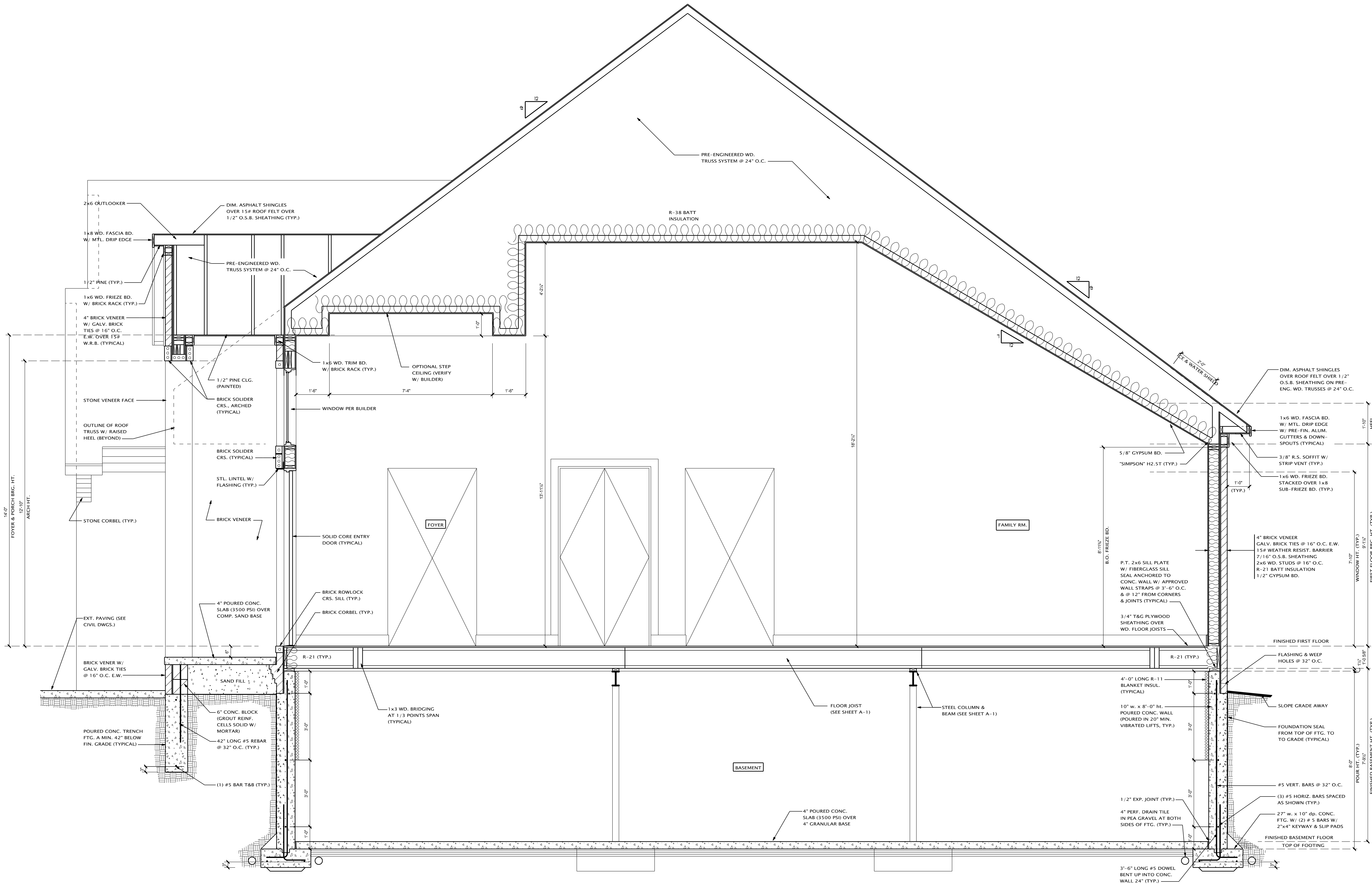


1  
A-8

BUILDING SECTION

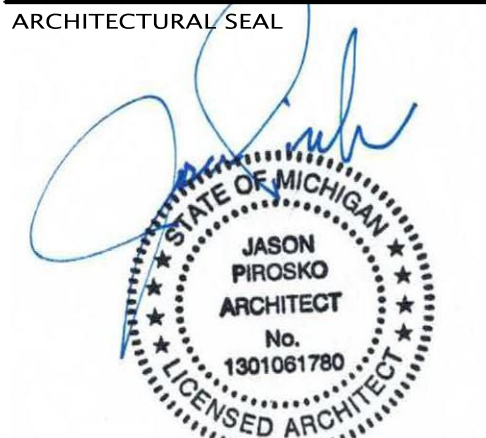
SCALE: 1/2" = 1'-0"





**BUILDING SECTION**  
SCALE: 1/2" = 1'-0"

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PROJECT

**Hills of Woodbridge Conominiums**  
LAKE ORION, MI

**BUILDER/CLIENT**  
LandTec Companies  
51410 Milano Dr Suite 115  
Macomb, MI 48042

PRELIMINARY ☐  
CONSTRUCTION ☒  
PERMIT ☐  
**SHEET TITLE:**  
**BUILDING SECTION**

**DATE:**  
12-10-2019  
01-06-2020  
01-21-2020  
01-29-2020  
03-25-2020

**DRAWN BY:**  
C.J.B.

**CHECKED BY:**  
J.M.P.

**JOB NUMBER:**  
19 - 190

**SHEET NUMBER:**  
**A-9**



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ARCHITECTURAL SEAL



PROJECT

Hills of Woodbridge Conominiums  
LAKE ORION, MI

BUILDER/CLIENT

LandTec Companies  
51410 Milano Dr Suite 115  
Macomb, MI 48042

PRELIMINARY ☐

CONSTRUCTION ☒

PERMIT ☐

SHEET TITLE:

BRACED WALL PLAN

DATE:

12-10-2019

01-06-2020

01-21-2020

01-29-2020

03-25-2020

DRAWN BY:

C.J.B.

CHECKED BY:

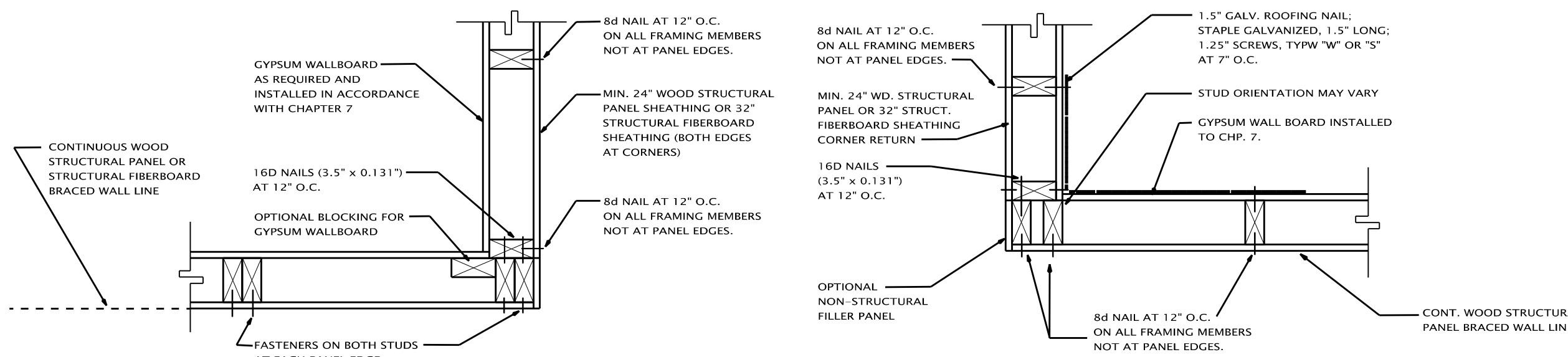
J.M.P.

JOB NUMBER:

19 - 190

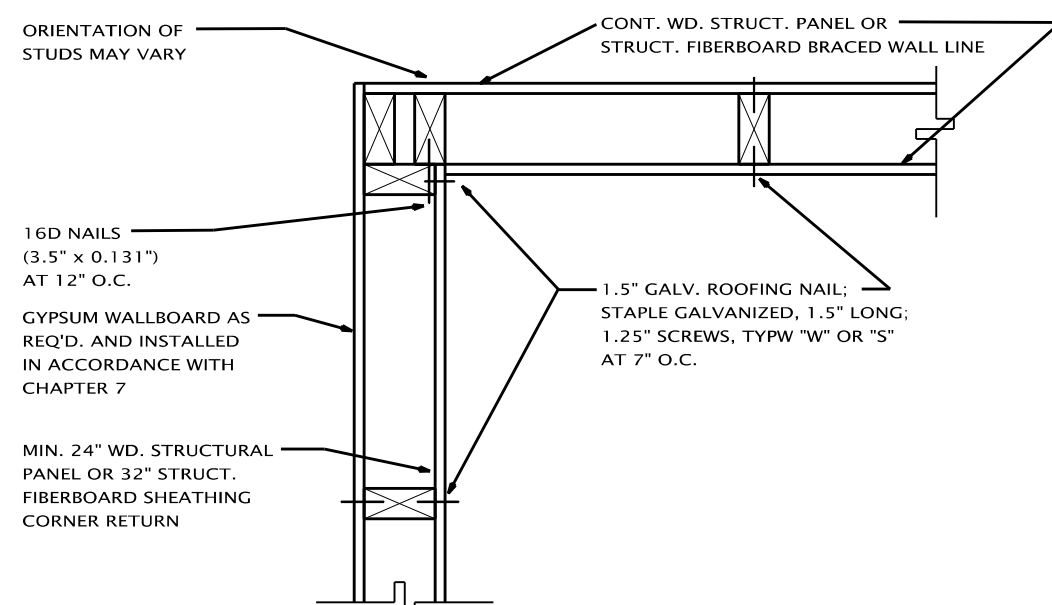
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A-10



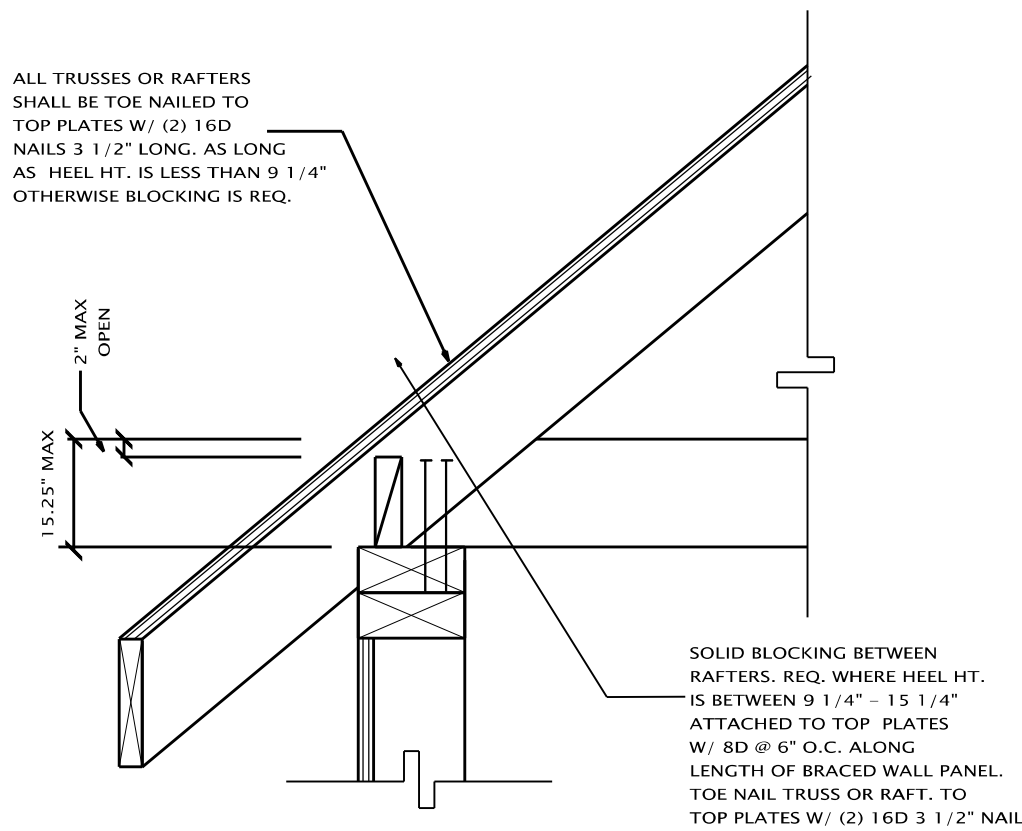
## GARAGE DOOR CORNER

## OUTSIDE CORNER DETAIL

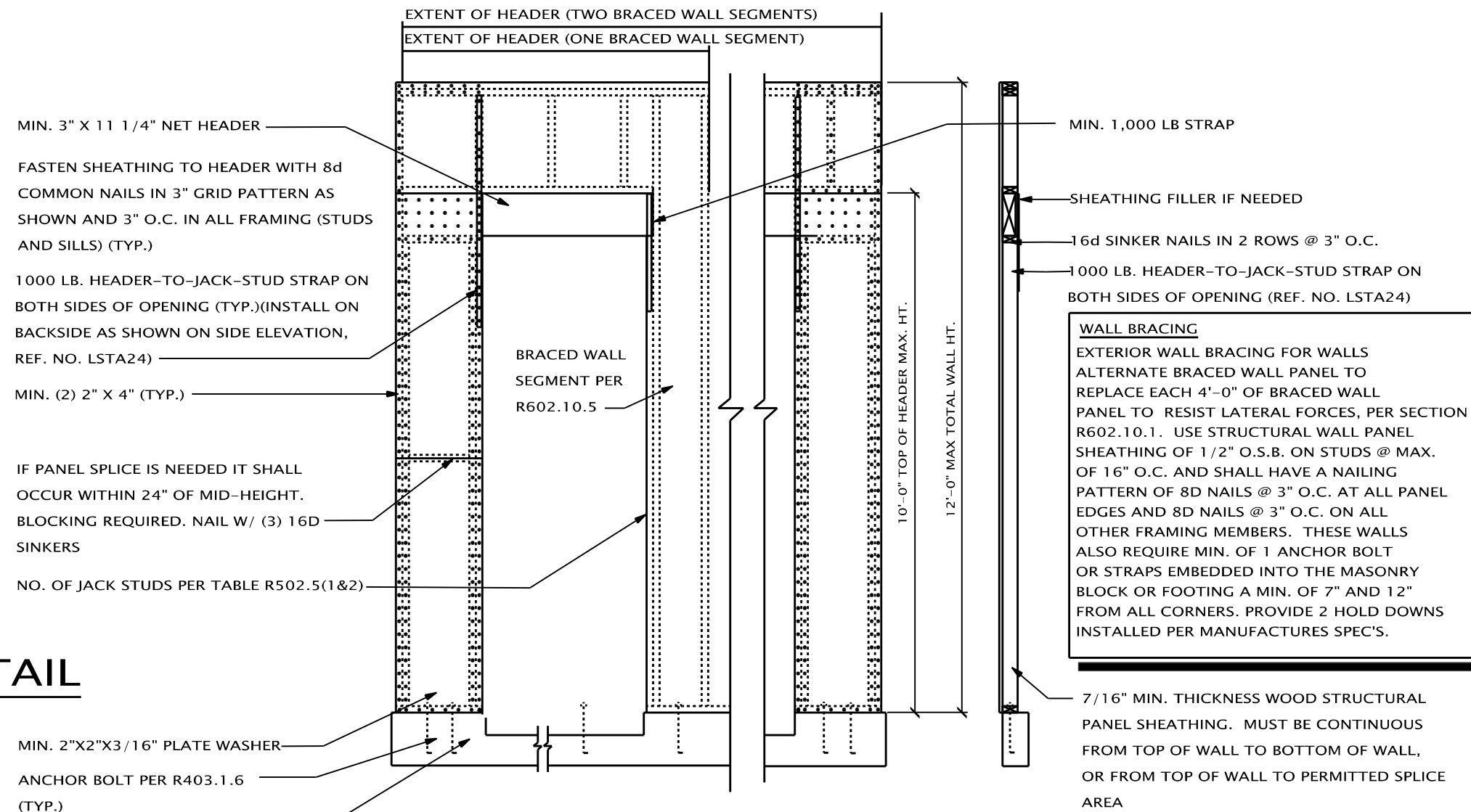


## INSIDE CORNER DETAIL

METHOD DESCRIPTION AND NAILING PATTERN							
METHOD:	W.S.P.	CONNECTION CRITERIA					
MATERIAL	WOOD STRUCTURAL PANEL	MINIMUM NAIL		NOMINAL PANEL STUD THICKNESS	MAX. WALL STUD SPACING (in.)	PANEL NAIL SPACING	
		SIZE	PEN. (in.)			EDGES (in. O.C.)	ELSEWHERE (in. O.C.)
MINIMUM THICKNESS	3/8"	6D COMMON (2" x 0.113")	1.5	3/8"	16	6	12
OPTIONAL	7/16"	8D COMMON (2.5" x 0.131")	1.5	7/16"	16	6	12
					24	6	12
METHOD:	LET IN BRACING	WOOD: 2-8d PER STUD INCLUDING TOP & BOTTOM PLATE METAL: PER MANUFACTURER OR 1x4 (45 DEG. OR 60 DEG. @ 16" O.C.)					
L.I.B.							
METHOD:	1/2" GYP. EACH SIDE OF WALL	GYPSUM BOARD ON BOTH SIDES OF WALL NAILS OR SCREWS @ 7" SPACING AT PANEL EDGES INCLUDING TOP AND BOTTOM PLATES AND ALL INTERMEDIATE POINTS.					
G.B.							



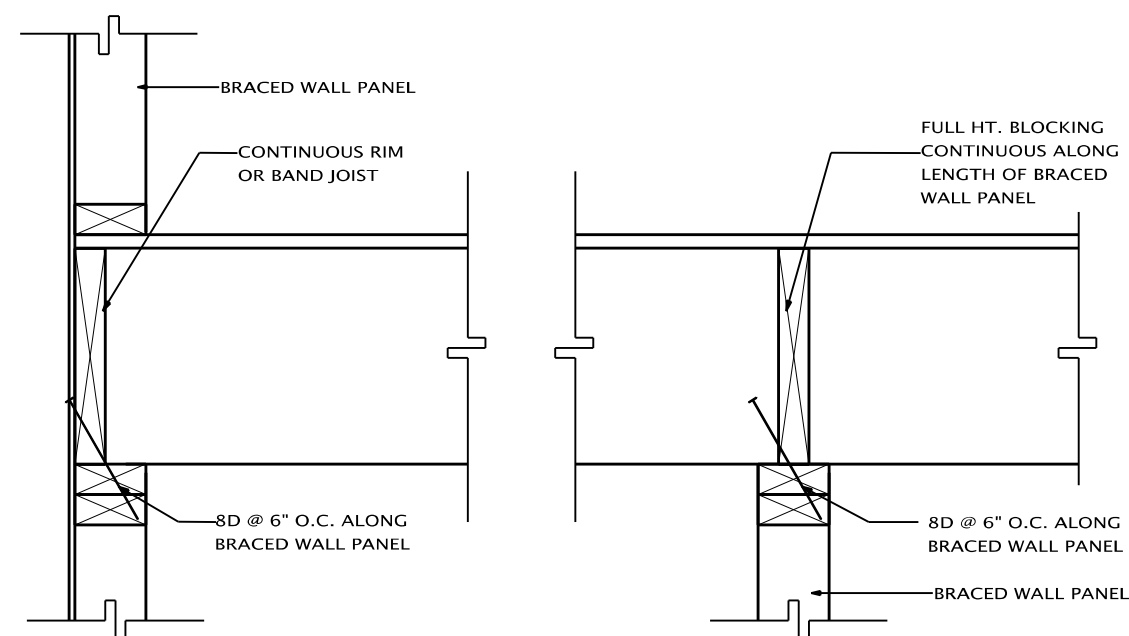
## TRUSS AND RAFTER CONNECTION DETAIL



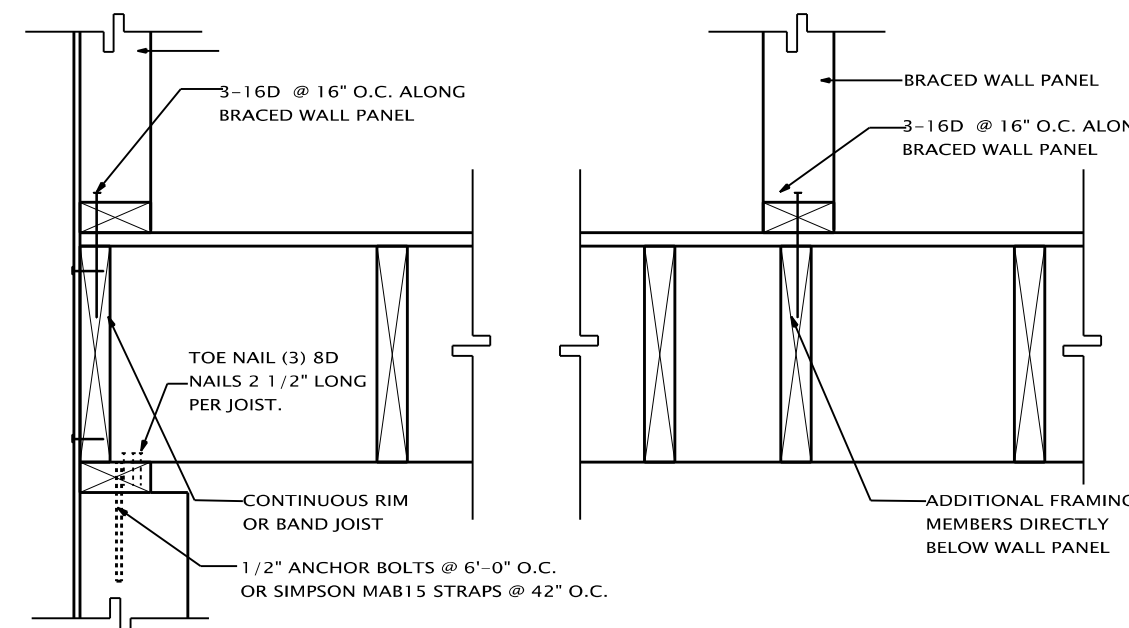
## METHOD CS-PF: CONTINUOUS PORTAL FRAME PANEL CONSTRUCTION

SCALE: N.T.S.

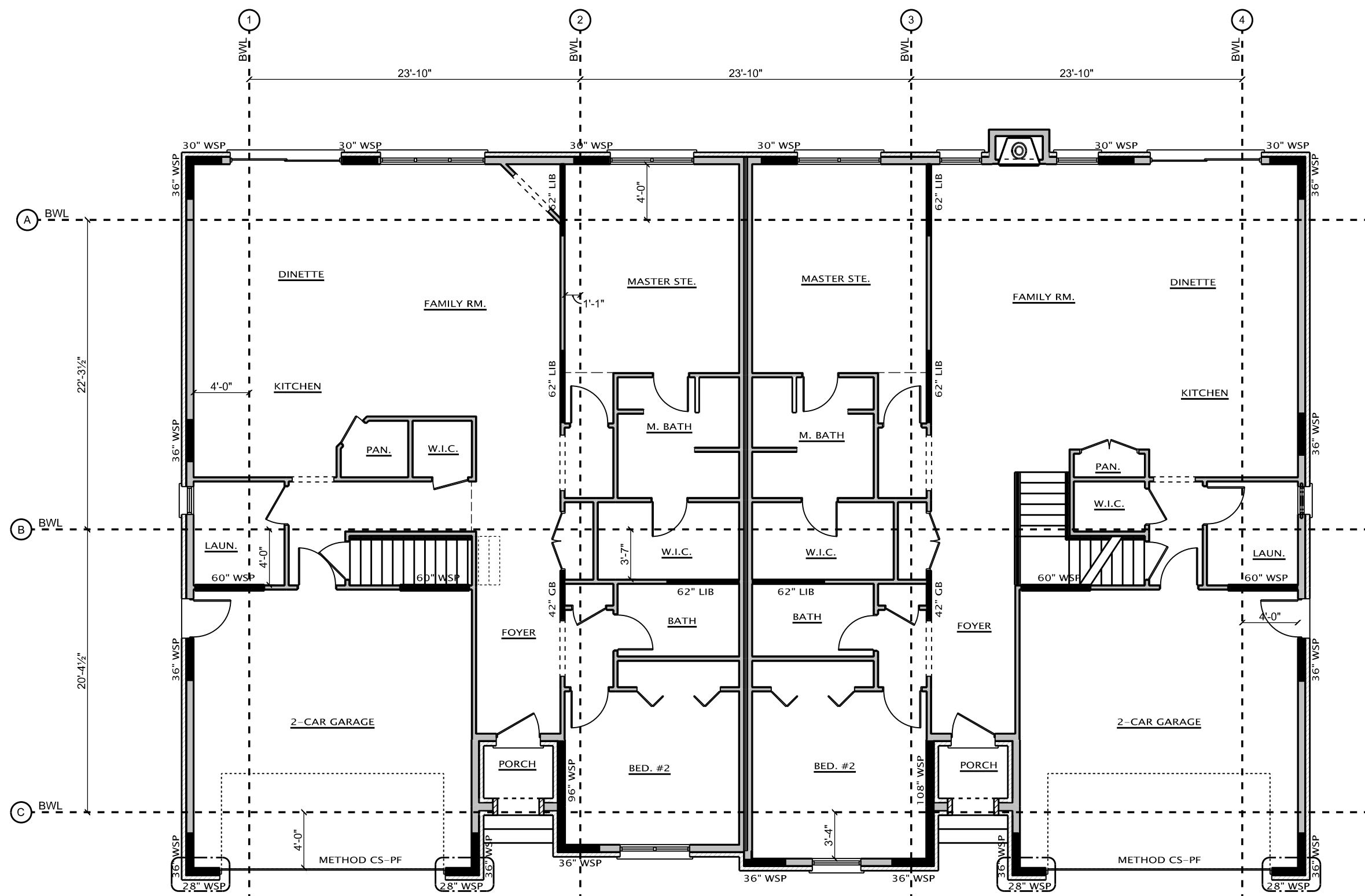
FIRST FLOOR BRACING REQUIREMENTS FOR CONTINUOUS SHEATHING							
BRACED WALL LINE MARK	A	B	C	1	2	3	4
METHOD	WSP	WSP	WSP	WSP	LIB, GB	LIB, GB	WSP
BRACED WALL LINE SPACING	20'-0"	20'-0"	20'-0"	25'-0"	25'-0"	25'-0"	25'-0"
ADJUSTMENT FACTORS	0.95 1.30	0.95 1.30	0.95 1.30	0.95 1.45	0.95 1.45	0.95 1.45	0.95 1.45
REQUIRED AMOUNT OF BRACING	4'-4"	8'-1"	4'-4"	5'-6"	11'-0"	11'-0"	5'-6"
PROVIDED AMOUNT OF BRACING	15'-0"	30'-4"	18'-4"	12'-0"	21'-10"	22'-10"	12'-0"



## PERPENDICULAR FRAMING DETAIL



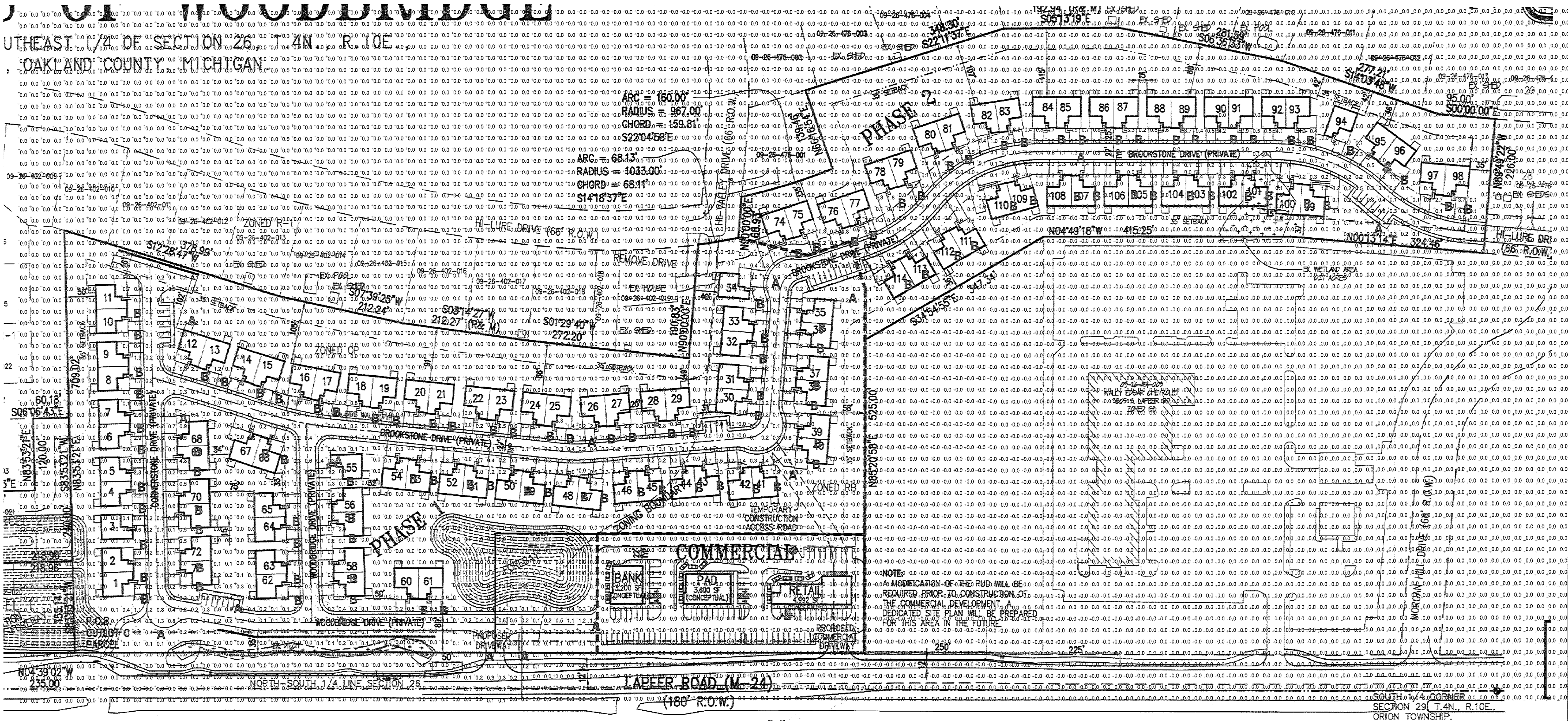
## PARALLEL FRAMING DETAIL



## FIRST FLOOR

SCALE: 1/8" = 1'-0"





Statistics							
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min	Avg/Max
SITE	+	0.1 fc	8.3 fc	0.0 fc	N/A	N/A	0.0:1

Symbol	Label	QTY	Manufacturer	Catalog Number	Description	Lamp	Lumens per Lamp	Wattage
○	A	15	Holophane	GVD3 P30 50K XXXX GL3LU	GranVille Gen3, P30 Performance Package, 5000K CCT, 70CRI, Type 3 lunar optic distribution, no trim	LED	7068	61
△ □	B	114	GENERATION LIGHTING	OL14402SBL	SMALL DECORATIVE WALL LANTERN	LED	3377	39

General Note

- SEE SCHEDULE FOR LUMINAIRE MOUNTING HEIGHT.
- CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: 0' - 0"
- LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC CALCULATION AND RESUBMISSION TO CITY FOR APPROVAL.

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.

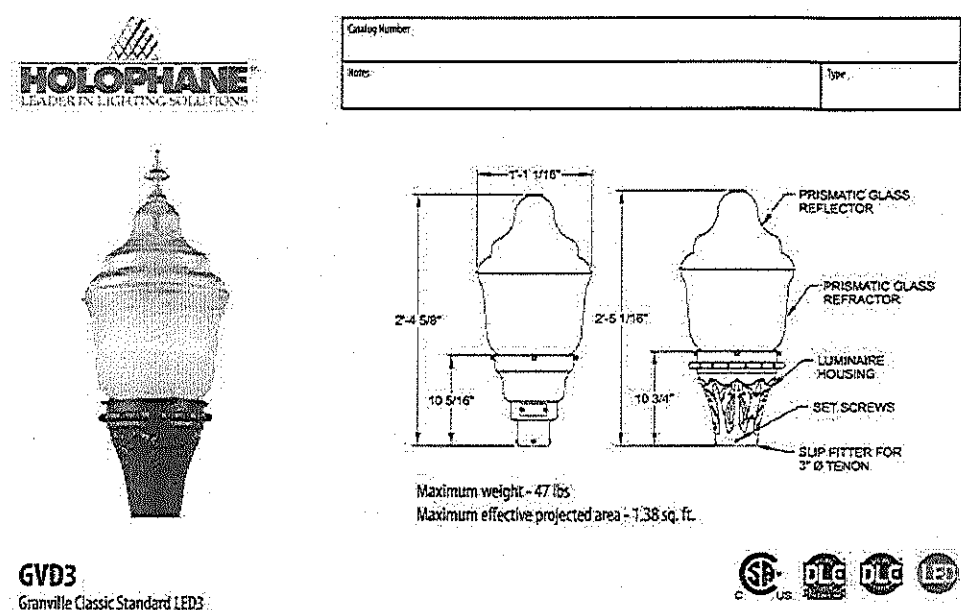
THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIREMENTS DEFINED IN ASHRAE 90.1. 2013. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT AS@GASSERBUSH.COM OR 734-266-6705.

FOR ORDERING INQUIRIES CONTACT GASSER BUSH AT QUOTES@GASSERBUSH.COM OR 734-266-6705.

THIS DRAWING WAS GENERATED FROM AN ELECTRONIC IMAGE FOR ESTIMATION PURPOSE ONLY. LAYOUT TO BE VERIFIED IN FIELD BY OTHERS.

MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.



GVD3  
Granville Gen3 Standard LED

**SPECIFICATIONS**

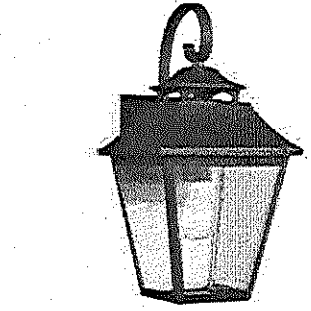
**General Description:** The Granville Gen3 LED luminaire is a high-performance, energy-efficient lighting fixture designed for outdoor use. It features a durable, weather-resistant housing and a high-quality LED light source. The luminaire is available in various sizes and finishes to meet different application requirements.

**Technical Specifications:**

- Light Source: High-quality LED chips with a long life expectancy of up to 50,000 hours.
- Power Consumption: Low power consumption, typically ranging from 10W to 100W.
- Beam Angle: Adjustable beam angle options for different lighting needs.
- Finish: Available in multiple finishes, including powder-coated aluminum and stainless steel.
- Mounting: Versatile mounting options, including wall, pole, and recessed mounting.
- Temperature: Operates in a wide temperature range, from -40°C to 50°C.
- IP Rating: IP65 or higher, ensuring protection against dust and water.
- UL Listing: UL Listed for safety and performance.

GENERATION LIGHTING

OL14402SBL Small Lantern



OL14402SBL Small Lantern

**Dimensions:**

Height: 18" (457 mm)  
Width: 12" (305 mm)  
Depth: 12" (305 mm)  
Weight: 5 lbs (2.3 kg)

**Material List:**

- 1 Body - Cast Aluminum - Silver
- 1 Lens - Glass - Clear
- 1 Mounting Bracket - Cast Aluminum - Silver

**Safety Listings:**

- Safety Listed for Use Locations:
- Thermal Protection: Class II (UL14402)

**Shipping Information:**

Part	Material	Finish	Quantity	Base Color	Length	Width	Height	Weight	Volume	Unit	Notes
Body	Cast Aluminum	Silver	1	457	305	305	18	5	0.0001	1	
Lens	Glass	Clear	1	457	305	305	18	5	0.0001	1	
Mounting Bracket	Cast Aluminum	Silver	1	457	305	305	18	5	0.0001	1	





client:  
**Landtec  
Companies**

project:  
**Hills of Woodbridge**  
A PLANNED MULTI-FAMILY  
RESIDENTIAL COMMUNITY

project location:  
Orion Township,  
Michigan  
Lapeer Rd.

sheet title:  
**TREE REMOVAL  
OVERVIEW PLAN**

job no./issue/revision date:

LS20.048.03 SPA	3-04-2020
LS20.048.03 SPA	7-11-2020
LS20.048.11 SPA	11-9-2020
LS210.015.01 SPA	1-11-2021
LS210.015.03 SPA	3-10-2021
LS210.015.05 SPA	5-24-2021

drawn by:  
**JP, DK, PH**  
checked by:  
**FP**  
date:  
**1-04-2021**  
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drawing are only approximate; no guarantee  
is either expressed or implied as to the  
completeness of accuracy; contractor shall be  
exclusively responsible for determining the  
exact location and elevation prior to the start  
of construction

project no:  
**LS21.015.03**

sheet no:  
**TS-1 of 6**

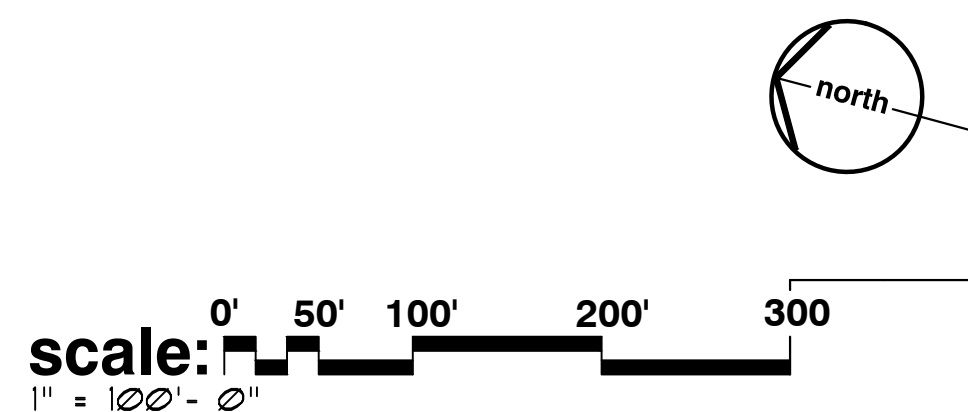
existing tree removal plan for:

# Hills of Woodbridge

a planned multi-family residential community  
Orion Township Michigan

note:

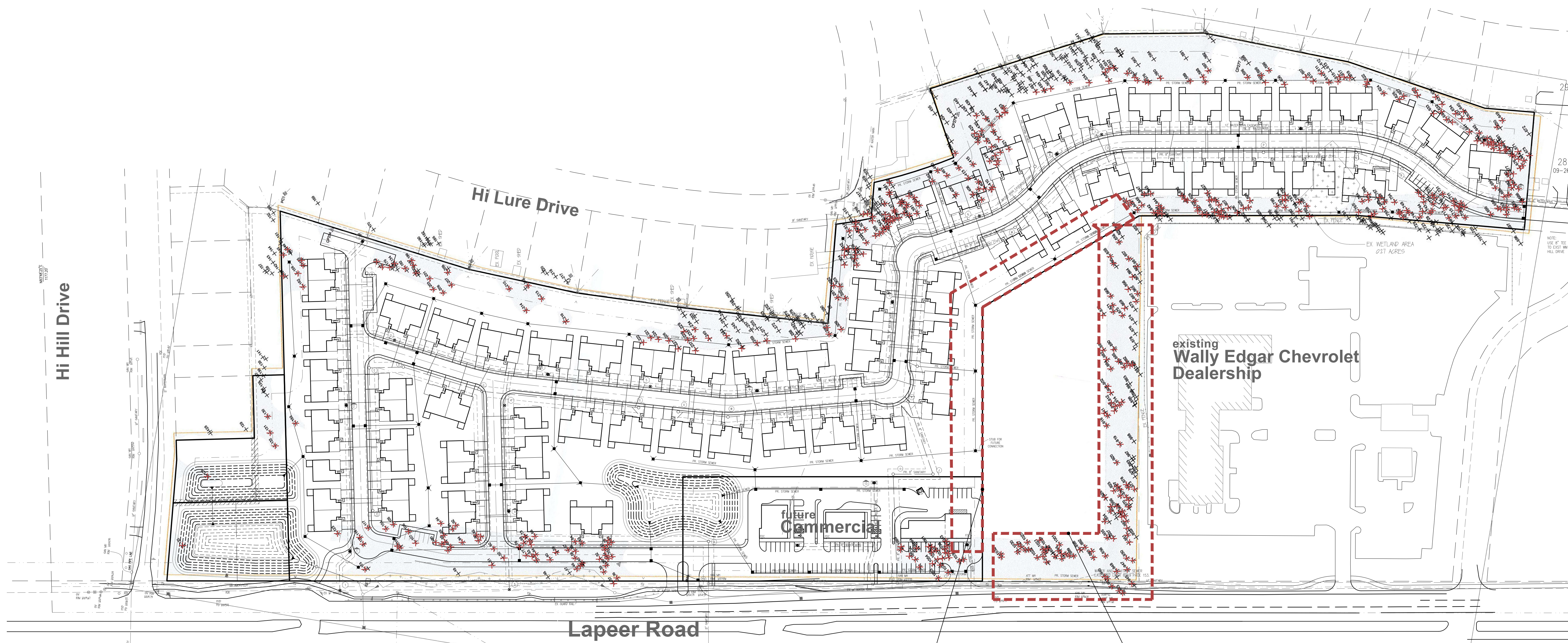
(NOTE: TREE SURVEY DEVELOPED BY  
NISWANDER ENVIRONMENTAL, APRIL 2014 - FIELD  
VERIFY ALL INFORMATION & TREE LOCATIONS)



tree removal/replacement summary

TOTAL NO. TREES INVENTORIED	819
TOTAL NO. OF TREES SAVED	441
NO. OF REGULATED TREES SAVED	133
NO. OF NON-REGULATED TREES SAVED	314
NO. OF LANDMARK TREES SAVED	0
TOTAL NO. OF TREES REMOVED	432 (49.2%)
NO. OF REGULATED TREES REMOVED	133 (15.1%)
NO. OF NON-REGULATED TREES REMOVED	291 (33.8%)
NO. OF LANDMARK TREES REMOVED	2
TOTAL DBH OF LANDMARK (182" / 2" CALIPER = 39.1 TREES)	182"
TOTAL NO. OF REPLACEMENT TREES REQUIRED	172

SEE LANDSCAPE FOR PROPOSED REPLACEMENT TREE  
LOCATIONS AND DETAILS

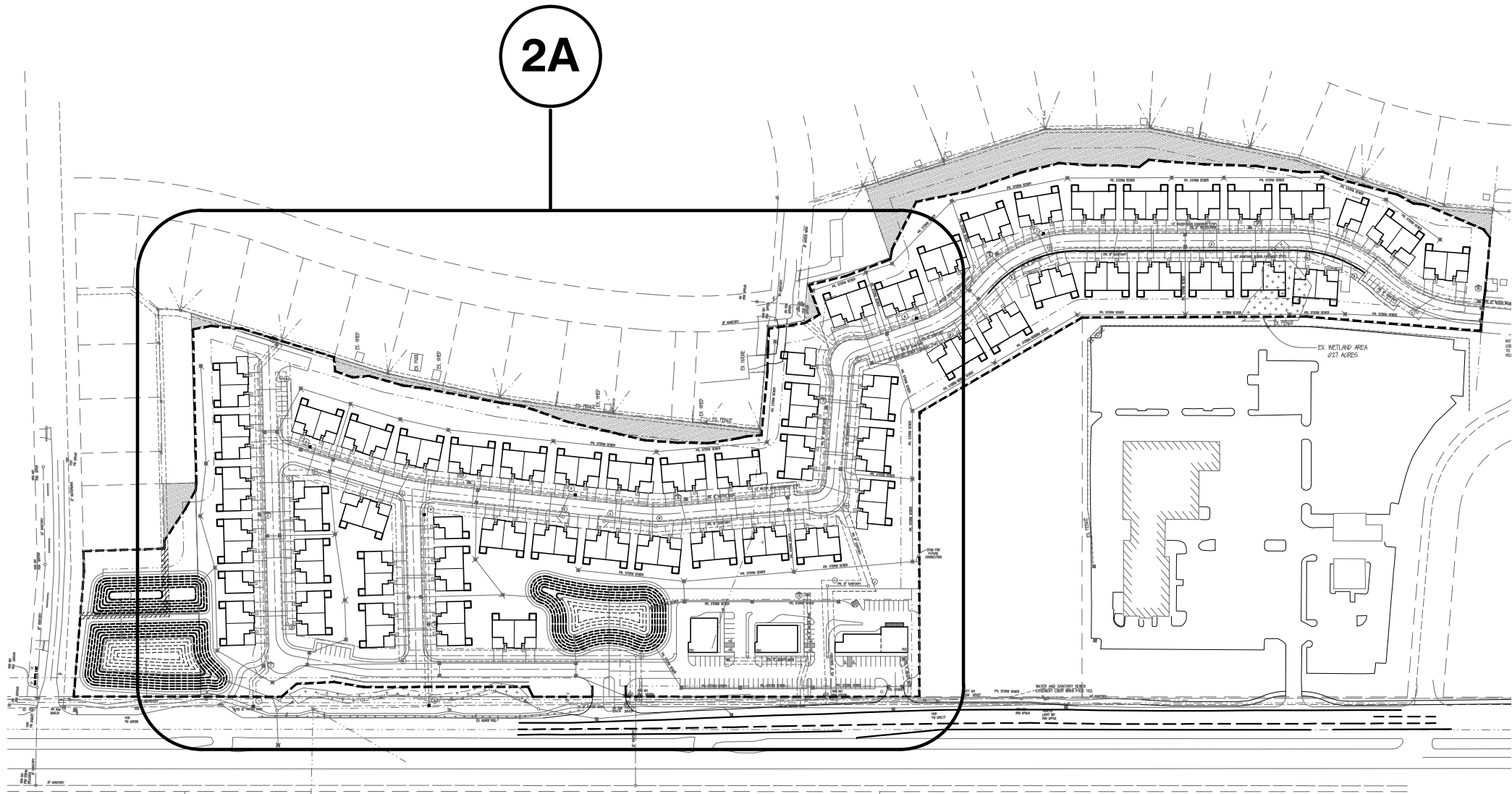


OUTLINE OF REVISED PROPERTY  
BOUNDARY TREE REMOVAL AREA  
LOCATION

OUTLINE OF A SAMPLING AREA OF  
EXISTING TREES TO REMOVED AND TO  
BE USED TOWARDS THE REVISED  
PROPERTY BOUNDARY LOCATION FOR  
TREE REMOVAL QUANTITIES AND  
REPLACEMENT TREE REQUIREMENTS

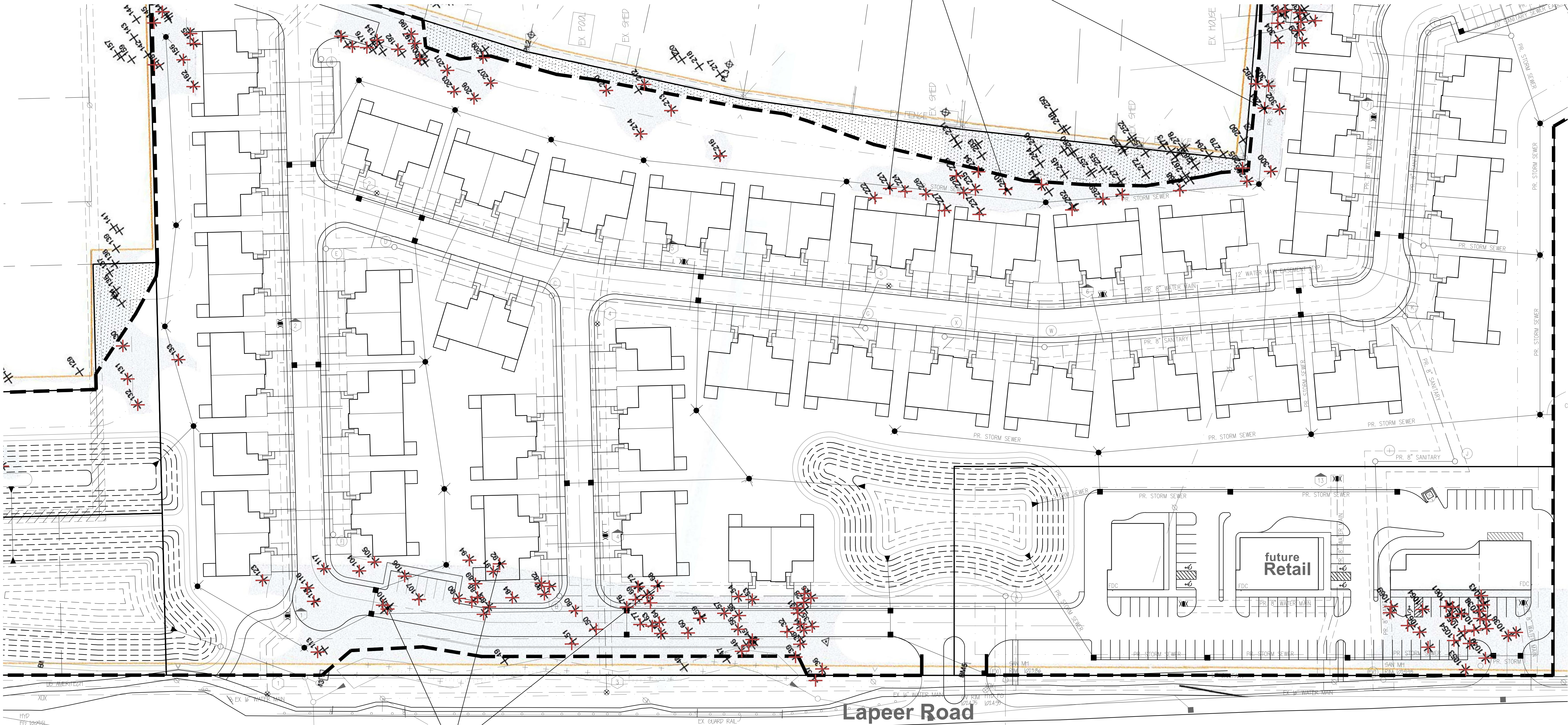






location map  
NO SCALE

RED X DENOTES TREES TO BE  
REMOVED



RED X DENOTES TREES TO BE  
REMOVED

2A tree survey detail  
SCALE: 1"=50'-0"

(NOTE: TREE SURVEY DEVELOPED BY  
NISWANDER ENVIRONMENTAL, APRIL 2014 - FIELD  
VERIFY ALL INFORMATION & TREE LOCATIONS)



Client:  
**Landtec  
Companies**

project:  
**Hills of  
Woodbridge**  
A PLANNED MULTI-FAMILY  
RESIDENTIAL COMMUNITY

project location:  
Orion Township,  
Michigan  
Lapeer Rd.

sheet title:  
**TREE REMOVAL  
PLAN**

job no./issue/revision date:
LS20.048.03 SPA 3-04-2020
LS20.048.03 SPA 7-11-2020
LS20.048.11 SPA 11-9-2020
LS210.015.01 SPA 1-11-2021
LS210.015.03 SPA 3-10-2021
LS210.015.05 SPA 5-24-2021

drawn by:  
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of construction

project no:  
**LS21.015.03**  
sheet no:  
**TS-2 of 6**





client:  
**Landtec  
Companies**

project:  
**Hills of  
Woodbridge**  
A PLANNED MULTI-FAMILY  
RESIDENTIAL COMMUNITY

project location:  
Orion Township,  
Michigan  
Lapeer Rd.

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**TREE REMOVAL  
PLAN**

job no./issue/revision date:

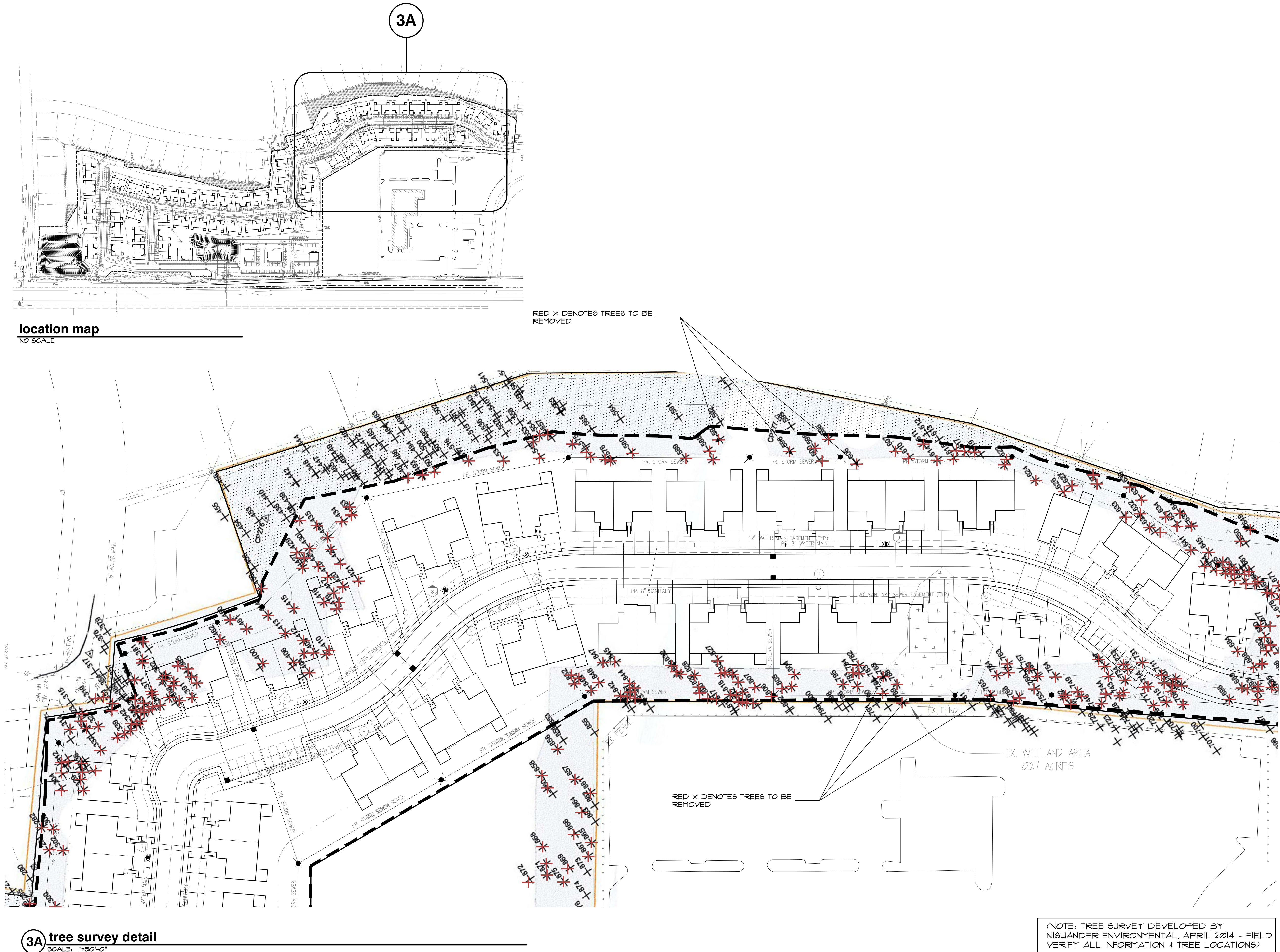
LS20.048.03 SPA	3-04-2020
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of construction

project no:  
**LS21.015.03**  
sheet no:  
**TS-3 of 6**





TREE INVENTORY LIST

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc.)**	removal	reg/nr/lmk
25	Norway Maple	<i>Acer platanoides</i>	5.0		NO	REG
26	Box Elder	<i>Acer negundo</i>	8.4	double trunk	YES	NR
27	American Elm	<i>Ulmus americana</i>	18.3		NO	NR
28	American Elm	<i>Ulmus americana</i>	9.6		YES	NR
29	Cottonwood	<i>Populus deltoides</i>	23.0	double trunk	NO	NR
30	Cottonwood	<i>Populus deltoides</i>	16.5		NO	NR
31	Cottonwood	<i>Populus deltoides</i>	8.2		YES	NR
32	American Elm	<i>Ulmus americana</i>	4.9	triple trunk	YES	NR
33	Quaking Aspen	<i>Populus tremuloides</i>	6.2		NO	NR
34	Box Elder	<i>Acer negundo</i>	4.9	dead portions	YES	NR
35	Quaking Aspen	<i>Populus tremuloides</i>	8.5		YES	NR
36	Cottonwood	<i>Populus deltoides</i>	14.9		YES	NR
37	Cottonwood	<i>Populus deltoides</i>	5.9		YES	NR
38	Box Elder	<i>Acer negundo</i>	7.3	double trunk	NO	NR
39	Box Elder	<i>Acer negundo</i>	11.0		YES	NR
40	Box Elder	<i>Acer negundo</i>	4.2		NO	NR
41	Box Elder	<i>Acer negundo</i>	5.4		NO	NR
42	Box Elder	<i>Acer negundo</i>	5.4	double trunk	NO	NR
43	Box Elder	<i>Acer negundo</i>	5.4		NO	NR
44	Box Elder	<i>Acer negundo</i>	4.1	suckering	NO	NR
45	Box Elder	<i>Acer negundo</i>	4.2	mostly dead	YES	NR
46	Box Elder	<i>Acer negundo</i>	4.9	mostly dead	YES	NR
47	Box Elder	<i>Acer negundo</i>	4.6		NO	NR
48	Box Elder	<i>Acer negundo</i>	8.1	double trunk	NO	NR
49	Black Willow	<i>Salix nigra</i>	8.2		NO	NR
50	American Elm	<i>Ulmus americana</i>	5.5		YES	NR

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc.)**	removal	reg/nr/lmk
51	Box Elder	<i>Acer negundo</i>	4.2	multiple trunks	YES	NR
53	Common Buckthorn	<i>Rhamnus cathartica</i>	4.2		YES	REG
54	Box Elder	<i>Acer negundo</i>	5.2	multiple trunks	YES	NR
55	Black Cherry	<i>Prunus serotina</i>	4.2		YES	NR
56	Black Cherry	<i>Prunus serotina</i>	5.7		YES	NR
57	Black Cherry	<i>Prunus serotina</i>	4.3		YES	REG
58	Wild Crab Apple	<i>Malus prunifolia</i>	6.0		NO	REG
59	Box Elder	<i>Acer negundo</i>	4.0		YES	NR
60	Box Elder	<i>Acer negundo</i>	5.7	multiple trunks	YES	NR
61	American Elm	<i>Ulmus americana</i>	5.0	multiple trunks; suckering	NO	NR
62	American Elm	<i>Ulmus americana</i>	7.8	multiple trunks	YES	NR
63	American Elm	<i>Ulmus americana</i>	9.6		YES	NR
64	Green Ash	<i>Fraxinus pennsylvanica</i>	5.7		YES	NR
65	Green Ash	<i>Fraxinus pennsylvanica</i>	4.5		NO	NR
66	Box Elder	<i>Acer negundo</i>	5.5	multiple trunks; portions dead	YES	NR
68	Norway Maple	<i>Acer platanoides</i>	6.7		YES	REG
69	Green Ash	<i>Fraxinus pennsylvanica</i>	5.2		YES	NR
70	Green Ash	<i>Fraxinus pennsylvanica</i>	5.3		NO	NR
73	Norway Maple	<i>Acer platanoides</i>	4.8		YES	REG
74	Norway Maple	<i>Acer platanoides</i>	4.4		NO	REG
76	Box Elder	<i>Acer negundo</i>	12.0	multiple trunks	YES	NR
77	American Elm	<i>Ulmus americana</i>	10.7		YES	NR
80	Box Elder	<i>Acer negundo</i>	7.8	multiple trunks; suckering	YES	NR
81	Autumn Olive	<i>Elaeagnus umbellata</i>	6.2		NO	NR
82	Autumn Olive	<i>Elaeagnus umbellata</i>	5.5	suckering	YES	NR
83	American Elm	<i>Ulmus americana</i>	27.0		YES	NR

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc.)**	removal	reg/nr/lmk
84	American Elm	<i>Ulmus americana</i>	21.0	double trunk	YES	NR
85	American Elm	<i>Ulmus americana</i>	4.1		NO	NR
86	American Elm	<i>Ulmus americana</i>	4.9		YES	NR
87	Green Ash	<i>Fraxinus pennsylvanica</i>	4.1		NO	NR
88	American Elm	<i>Ulmus americana</i>	5.1	multiple trunks; portions dead	YES	NR
89	Box Elder	<i>Acer negundo</i>	4.4	dead portions	YES	NR
90	American Elm	<i>Ulmus americana</i>	5.3		YES	NR
91	Box Elder	<i>Acer negundo</i>	5.2		YES	NR
92	Box Elder	<i>Acer negundo</i>	6.2		YES	NR
94	Box Elder	<i>Acer negundo</i>	5.2		YES	NR
104	American Elm	<i>Ulmus americana</i>	7.4		YES	NR
105	American Elm	<i>Ulmus americana</i>	6.1		YES	NR
106	American Elm	<i>Ulmus americana</i>	8.8		YES	NR
107	American Elm	<i>Ulmus americana</i>	7.4		YES	NR
108	American Elm	<i>Ulmus americana</i>	5.1		NO	NR
109	American Elm	<i>Ulmus americana</i>	4.6		NO	NR
110	American Elm	<i>Ulmus americana</i>	6.6	suckering	YES	NR
111	American Elm	<i>Ulmus americana</i>	11.6		NO	NR
112	Box Elder	<i>Acer negundo</i>	6.5	multiple trunks	NO	NR
113	Black Willow	<i>Salix nigra</i>	5.0		YES	NR
114	American Elm	<i>Ulmus americana</i>	6.2		NO	NR
115	American Elm	<i>Ulmus americana</i>	6.4		YES	NR
116	American Elm	<i>Ulmus americana</i>	5.5		YES	NR
117	Cottonwood	<i>Populus deltoides</i>	21.1	multiple trunks	YES	NR
123	American Elm	<i>Ulmus americana</i>	13.6		YES	NR
125	Maple (variety)	<i>Acer spp.</i>	11.7	multiple trunks	YES	REG

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc.)**	removal	reg/nr/lmk
126	Box Elder	<i>Acer negundo</i>	4.2	multiple trunks	YES	NR
127	Common Apple	<i>Malus pumila</i>	8.9	multiple trunks	NO	REG
128	Austrian Pine	<i>Pinus nigra</i>	5.7	multiple trunks	NO	REG
129	Norway Maple	<i>Acer platanoides</i>	11.4	multiple trunks	NO	REG
130	Box Elder	<i>Acer negundo</i>	28.0	30% dead	YES	NR
131	Wild Crab Apple	<i>Malus prunifolia</i>	6.8		YES	REG
132	Box Elder	<i>Acer negundo</i>	28.3	broken limbs	YES	NR
133	Box Elder	<i>Acer negundo</i>	10.1		YES	NR
134	Norway Spruce	<i>Picea abies</i>	16.7		NO	REG
135	Norway Spruce	<i>Picea abies</i>	12.3		NO	REG
136	Norway Spruce	<i>Picea abies</i>	15.4		NO	REG
137	Norway Spruce	<i>Picea abies</i>	14.0		NO	REG
138	Blue Spruce	<i>Picea pungens</i>	14.8		NO	REG
139	Norway Spruce	<i>Picea abies</i>	13.6		NO	REG
140	Blue Spruce	<i>Picea pungens</i>	15.1		NO	REG
141	Common Apple	<i>Malus pumila</i>	8.8	multiple trunks	NO	REG
142	Black Cherry	<i>Prunus serotina</i>	20.6	multiple trunks	NO	REG
143	Box Elder	<i>Acer negundo</i>	6.8		NO	NR
144	Box Elder	<i>Acer negundo</i>	8.7	suckering	NO	NR
145	Black Cherry	<i>Prunus serotina</i>	8.1	suckering	YES	REG
146	Box Elder	<i>Acer negundo</i>	9.2		NO	NR
147	Box Elder	<i>Acer negundo</i>	11.4		NO	NR
148	Box Elder	<i>Acer negundo</i>	9.9		NO	NR
149	Black Cherry	<i>Prunus serotina</i>	9.8		YES	REG
150	Common Apple	<i>Malus pumila</i>	9.7		NO	REG
151	Box Elder	<i>Acer negundo</i>	17.3	multiple trunks	NO	NR

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc.)**	removal	reg/nr/lmk
152	Blue Spruce	<i>Picea pungens</i>	13.9		NO	REG
153	Blue Spruce	<i>Picea pungens</i>	13.9		NO	REG
154	Staghorn Sumac	<i>Rhus typhina</i>	4.4		NO	REG
155	Box Elder	<i>Acer negundo</i>	19.5		YES	NR
156	Box Elder	<i>Acer negundo</i>	8.4		YES	NR
157	Norway Maple	<i>Acer platanoides</i>	10.5		NO	REG
158	Wild Crab Apple	<i>Malus prunifolia</i>	6.7		NO	REG
159	Siberian Elm	<i>Ulmus pumila</i>	8.9		NO	REG
160	Black Cherry	<i>Prunus serotina</i>	19.3		NO	REG
161	Siberian Elm	<i>Ulmus pumila</i>	8.3		YES	REG
162	Staghorn Sumac	<i>Rhus typhina</i>	4.6		YES	REG
169	Norway Maple	<i>Acer platanoides</i>	23.8		NO	REG
170	Scotch Pine	<i>Pinus sylvestris</i>	10.8		NO	REG
171	Box Elder	<i>Acer negundo</i>	14.7	multiple trunks; 40% dead	YES	NR
172	Box Elder	<i>Acer negundo</i>	13.9		NO	NR
173	Box Elder	<i>Acer negundo</i>	13.4		NO	NR
176	Box Elder	<i>Acer negundo</i>	4.2	multiple trunks	NO	NR
177	Box Elder	<i>Acer negundo</i>	5.7	multiple trunks	NO	NR
178	Box Elder	<i>Acer negundo</i>	5.4		NO	NR
179	Box Elder	<i>Acer negundo</i>	4.9		NO	NR
180	Box Elder	<i>Acer negundo</i>	6.2	portions cut for powerline	NO	NR
181	Box Elder	<i>Acer negundo</i>	4.0	portions cut for powerline	NO	NR
182	White Cedar	<i>Thuja occidentalis</i>	14.8	portions cut for powerline	NO	REG
183	Box Elder	<i>Acer negundo</i>	7.1	portions cut for powerline	NO	NR
184	Box Elder	<i>Acer negundo</i>	4.2	portions cut for powerline	NO	NR
185	Box Elder	<i>Acer negundo</i>	7.1	portions cut for powerline	NO	NR

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc.)**	removal	reg/nr/lmk
186	Box Elder	<i>Acer negundo</i>	15.9		NO	NR
187	Box Elder	<i>Acer negundo</i>	6.4		NO	NR
188	Box Elder	<i>Acer negundo</i>	12.9	double trunk; portions dead	NO	NR
189	Box Elder	<i>Acer negundo</i>	14.5		NO	NR
190	Box Elder	<i>Acer negundo</i>	4.3		NO	NR
191	Box Elder	<i>Acer negundo</i>	5.3		NO	NR
192	Box Elder	<i>Acer negundo</i>	10.0		YES	NR
193	Box Elder	<i>Acer negundo</i>	5.9		NO	NR
194	Box Elder	<i>Acer negundo</i>	4.6		NO	NR
195	Box Elder	<i>Acer negundo</i>	6.8		NO	NR
196	Box Elder	<i>Acer negundo</i>	8.4		YES	NR
197	Box Elder	<i>Acer negundo</i>	4.1		YES	NR
198	Box Elder	<i>Acer negundo</i>	8.5	multiple trunks	NO	NR
199	Black Cherry	<i>Prunus serotina</i>	25.7		NO	REG
200	Box Elder	<i>Acer negundo</i>	6.2	suckering	YES	NR
201	Box Elder	<i>Acer negundo</i>	18.5	double trunk	YES	NR
203	Box Elder	<i>Acer negundo</i>	10.4		YES	NR
206	Box Elder	<i>Acer negundo</i>	12.9	double trunk	YES	NR
207	Box Elder	<i>Acer negundo</i>	13.0		YES	NR
208	Box Elder	<i>Acer negundo</i>	7.8		NO	NR
209	Box Elder	<i>Acer negundo</i>	5.5		YES	NR
210	Box Elder	<i>Acer negundo</i>	13.2	multiple trunks; suckering	YES	NR
211	Box Elder	<i>Acer negundo</i>	24.8	multiple trunks	NO	NR
212	Box Elder	<i>Acer negundo</i>	5.1		YES	NR
213	Box Elder	<i>Acer negundo</i>	14.2	broken trunk	YES	NR
214	American Elm	<i>Ulmus americana</i>	9.8		YES	NR

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc.)**	removal	reg/nr/lmk
215	American Elm	<i>Ulmus americana</i>	6.5		NO	NR
216	American Elm	<i>Ulmus americana</i>	9.8		YES	NR
217	Common Apple	<i>Malus pumila</i>	10.8	multiple trunks	NO	REG
218	Common Apple	<i>Malus pumila</i>	4.3		NO	REG
219	Box Elder	<i>Acer negundo</i>	5.6	suckering	NO	NR
220	American Elm	<i>Ulmus americana</i>	4.1		NO	NR
221	Wild Crab Apple	<i>Malus prunifolia</i>	5.2	multiple trunks	YES	REG
222	American Elm	<i>Ulmus americana</i>	7.9		YES	NR
224	Wild Crab Apple	<i>Malus prunifolia</i>	5.2	multiple trunks	YES	REG
226	American Elm	<i>Ulmus americana</i>	5.5	75% dead; multiple trunks	YES	NR
227	Box Elder	<i>Acer negundo</i>	14.4	multiple trunks	YES	NR
228	Black Cherry	<i>Prunus serotina</i>	10.9		YES	REG
229	Wild Crab Apple	<i>Malus prunifolia</i>	4.0	multiple trunks	YES	REG
230	Rock Elm	<i>Ulmus thomasii</i>	4.1	multiple trunks	NO	REG
231	Black Oak	<i>Quercus velutina</i>	8.4	multiple trunks	NO	NR
232	Box Elder	<i>Acer negundo</i>	17.2		YES	NR
233	Black Oak	<i>Quercus velutina</i>	11.0		NO	NR
234	Black Oak	<i>Quercus velutina</i>	11.0		YES	REG
235	Wild Crab Apple	<i>Malus prunifolia</i>	4.2		NO	REG
237	Box Elder	<i>Acer negundo</i>	4.8		YES	NR
240	Box Elder	<i>Acer negundo</i>	7.1	multiple trunks	YES	NR
241	Box Elder	<i>Acer negundo</i>	10.0	multiple trunks	NO	NR
242	American Elm	<i>Ulmus americana</i>	13.0		NO	NR
243	Black Oak	<i>Quercus velutina</i>	6.4		YES	REG
244	Box Elder	<i>Acer negundo</i>	9.7		NO	NR
245	Black Oak	<i>Quercus velutina</i>	12.1		NO	REG

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc.)**	removal	reg/nr/lmk
246	Box Elder	<i>Acer negundo</i>	4.1		NO	NR
247	Box Elder	<i>Acer negundo</i>	14.9	broken limbs	NO	NR
248	Box Elder	<i>Acer negundo</i>	7.0	multiple trunks	NO	NR
249	American Elm	<i>Ulmus americana</i>	17.1		NO	NR
250	Wild Crab Apple	<i>Malus prunifolia</i>	8.1		NO	REG
251	American Elm	<i>Ulmus americana</i>	7.7	top cut	NO	NR
252	American Elm	<i>Ulmus americana</i>	7.3	top cut	NO	NR
253	Norway Spruce	<i>Picea abies</i>	5.3		NO	REG
254	Box Elder	<i>Acer negundo</i>	29.3		NO	NR
255	Box Elder	<i>Acer negundo</i>	11.6	double trunk	NO	NR
256	Box Elder	<i>Acer negundo</i>	8.4	multiple trunks; portions dead	YES	NR
257	Box Elder	<i>Acer negundo</i>	4.6		NO	NR
258	Box Elder	<i>Acer negundo</i>	6.5	multiple trunks	NO	NR
259	Box Elder	<i>Acer negundo</i>	4.1		NO	NR
260	Box Elder	<i>Acer negundo</i>	8.1		NO	NR
261	Quaking Aspen	<i>Populus tremuloides</i>	4.5		NO	NR
262	Quaking Aspen	<i>Populus tremuloides</i>	6.1		YES	NR
269	Basswood	<i>Tilia americana</i>	5.1		YES	REG
270	American Elm	<i>Ulmus americana</i>	11.2		NO	NR
271	Black Cherry	<i>Prunus serotina</i>	12.1		YES	REG
272	Box Elder	<i>Acer negundo</i>	7.6		YES	NR
273	Norway Spruce	<i>Picea abies</i>	13.4		NO	NR
274	Balsam Fir	<i>Abies balsamea</i>	7.0		NO	REG
275	Red Pine	<i>Pinus resinosa</i>	16.6		NO	REG
276	Norway Spruce	<i>Picea abies</i>	6.1		NO	REG
277	Balsam Fir	<i>Abies balsamea</i>	8.8		NO	REG



## TREE INVENTORY LIST

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc.)**	removal	reg/nr/lmk
405	American Elm	<i>Ulmus americana</i>	5.6		NO	NR
406	American Elm	<i>Ulmus americana</i>	4.9		YES	NR
407	American Elm	<i>Ulmus americana</i>	4.8		NO	NR
408	American Elm	<i>Ulmus americana</i>	5.2		YES	NR
409	American Elm	<i>Ulmus americana</i>	5.6		NO	NR
410	American Elm	<i>Ulmus americana</i>	4.3		YES	NR
412	American Elm	<i>Ulmus americana</i>	7.4		YES	NR
413	Green Ash	<i>Fraxinus pennsylvanica</i>	5.8	multiple trunks	YES	NR
414	Wild Crab Apple	<i>Malus prunifolia</i>	7.1	multiple trunks	YES	REG
415	American Elm	<i>Ulmus americana</i>	5.1		YES	NR
416	Box Elder	<i>Acer negundo</i>	5.8	90% dead	YES	NR
417	Black Cherry	<i>Prunus serotina</i>	5.0		YES	REG
418	Black Cherry	<i>Prunus serotina</i>	4.6		NO	REG
419	Black Cherry	<i>Prunus serotina</i>	4.0		YES	REG
420	Green Ash	<i>Fraxinus pennsylvanica</i>	5.2		YES	NR
421	American Elm	<i>Ulmus americana</i>	16.6		YES	NR
422	Wild Crab Apple	<i>Malus prunifolia</i>	4.0		YES	REG
423	Black Cherry	<i>Prunus serotina</i>	6.4	multiple trunks	NO	REG
424	Black Cherry	<i>Prunus serotina</i>	5.0		NO	REG
425	Quaking Aspen	<i>Populus tremuloides</i>	5.1	dying	YES	NR
426	Quaking Aspen	<i>Populus tremuloides</i>	5.8		NO	NR
427	Quaking Aspen	<i>Populus tremuloides</i>	6.4		YES	NR
428	Quaking Aspen	<i>Populus tremuloides</i>	4.6		YES	NR
429	Common Buckthorn	<i>Rhamnus cathartica</i>	4.2		YES	NR
430	Quaking Aspen	<i>Populus tremuloides</i>	4.0		YES	NR
431	Black Cherry	<i>Prunus serotina</i>	20.4	multiple trunks; 50% dead	YES	NR

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc.)**	removal	reg/nr/lmk
432	Common Apple	<i>Malus pumila</i>	11.1		NO	REG
433	Green Ash	<i>Fraxinus pennsylvanica</i>	4.6		NO	NR
434	Black Cherry	<i>Prunus serotina</i>	8.1		YES	REG
435	Box Elder	<i>Acer negundo</i>	8.4		YES	NR
436	Wild Crab Apple	<i>Malus prunifolia</i>	5.0	multiple trunks	NO	REG
437	Green Ash	<i>Fraxinus pennsylvanica</i>	9.1		NO	NR
438	Wild Crab Apple	<i>Malus prunifolia</i>	6.0		NO	REG
439	Green Ash	<i>Fraxinus pennsylvanica</i>	5.3		NO	NR
440	Green Ash	<i>Fraxinus pennsylvanica</i>	6.1	multiple trunks	NO	NR
441	Black Cherry	<i>Prunus serotina</i>	8.5	multiple trunks	NO	REG
442	Black Cherry	<i>Prunus serotina</i>	11.9		NO	REG
443	Green Ash	<i>Fraxinus pennsylvanica</i>	4.7	double trunk	NO	NR
444	Box Elder	<i>Acer negundo</i>	12.2		NO	NR
445	Box Elder	<i>Acer negundo</i>	9.1		NO	NR
446	Green Ash	<i>Fraxinus pennsylvanica</i>	4.5	dying	NO	NR
447	Green Ash	<i>Fraxinus pennsylvanica</i>	5.8		NO	NR
448	Box Elder	<i>Acer negundo</i>	7.1		NO	NR
449	Green Ash	<i>Fraxinus pennsylvanica</i>	5.2		NO	NR
450	Green Ash	<i>Fraxinus pennsylvanica</i>	4.9		NO	NR
451	Green Ash	<i>Fraxinus pennsylvanica</i>	4.7		NO	NR
453	Green Ash	<i>Fraxinus pennsylvanica</i>	10.3		NO	NR
454	Sugar Maple	<i>Acer saccharum</i>	20.2		NO	REG
455	Norway Spruce	<i>Picea abies</i>	14.3	dying	YES	REG
456	Honey Locust	<i>Gleditsia triacanthos</i>	23.5		NO	REG
457	Honey Locust	<i>Gleditsia triacanthos</i>	19.5		NO	REG
458	Norway Spruce	<i>Picea abies</i>	15.2		NO	REG

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc.)**	removal	reg/nr/lmk
459	Wild Crab Apple	<i>Malus prunifolia</i>	7.0		YES	REG
460	Box Elder	<i>Acer negundo</i>	19.1		YES	NR
461	Box Elder	<i>Acer negundo</i>	11.2		YES	NR
462	Box Elder	<i>Acer negundo</i>	22.8		YES	NR
463	American Elm	<i>Ulmus americana</i>	10.2	double trunk	YES	NR
465	Green Ash	<i>Fraxinus pennsylvanica</i>	5.0	triple trunks	NO	NR
466	Green Ash	<i>Fraxinus pennsylvanica</i>	4.5		NO	NR
467	Green Ash	<i>Fraxinus pennsylvanica</i>	5.0		NO	NR
468	Green Ash	<i>Fraxinus pennsylvanica</i>	4.4	triple trunks; 80% dead	YES	NR
469	Green Ash	<i>Fraxinus pennsylvanica</i>	8.1		NO	NR
470	Green Ash	<i>Fraxinus pennsylvanica</i>	6.5		NO	NR
471	Green Ash	<i>Fraxinus pennsylvanica</i>	5.3		NO	NR
472	Green Ash	<i>Fraxinus pennsylvanica</i>	5.1		NO	NR
473	Green Ash	<i>Fraxinus pennsylvanica</i>	6.2		NO	NR
474	Green Ash	<i>Fraxinus pennsylvanica</i>	5.2		NO	NR
475	Green Ash	<i>Fraxinus pennsylvanica</i>	7.3		NO	NR
477	Black Cherry	<i>Prunus serotina</i>	4.6		YES	REG
478	Black Cherry	<i>Prunus serotina</i>	10.2		NO	REG
479	Green Ash	<i>Fraxinus pennsylvanica</i>	5.1	dying	YES	NR
480	Green Ash	<i>Fraxinus pennsylvanica</i>	6.1		NO	NR
481	Green Ash	<i>Fraxinus pennsylvanica</i>	5.4		NO	NR
482	Green Ash	<i>Fraxinus pennsylvanica</i>	6.1	80% dead	YES	NR
483	Green Ash	<i>Fraxinus pennsylvanica</i>	4.6	80% dead	YES	NR
484	Green Ash	<i>Fraxinus pennsylvanica</i>	4.5		NO	NR
485	American Elm	<i>Ulmus americana</i>	7.0		NO	NR
486	Box Elder	<i>Acer negundo</i>	5.4		YES	NR

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc.)**	removal	reg/nr/lmk
487	Box Elder	<i>Acer negundo</i>	4.3		YES	NR
492	Green Ash	<i>Fraxinus pennsylvanica</i>	5.3	60% dead	NO	NR
493	American Elm	<i>Ulmus americana</i>	5.4		YES	NR
494	Black Cherry	<i>Prunus serotina</i>	9.0		NO	REG
495	American Elm	<i>Ulmus americana</i>	7.4		NO	NR
496	American Elm	<i>Ulmus americana</i>	5.9		NO	NR
497	American Elm	<i>Ulmus americana</i>	10.1		NO	NR
498	American Elm	<i>Ulmus americana</i>	7.8		NO	NR
499	Black Cherry	<i>Prunus serotina</i>	16.2		NO	REG
500	American Elm	<i>Ulmus americana</i>	5.8		NO	NR
501	American Elm	<i>Ulmus americana</i>	9.1		NO	NR
502	American Elm	<i>Ulmus americana</i>	5.3		NO	NR
507	American Elm	<i>Ulmus americana</i>	4.6		YES	NR
508	Black Cherry	<i>Prunus serotina</i>	5.9		NO	REG
509	American Elm	<i>Ulmus americana</i>	5.5		NO	NR
510	American Elm	<i>Ulmus americana</i>	4.6		NO	NR
511	American Elm	<i>Ulmus americana</i>	5.0	top cut	NO	NR
512	Box Elder	<i>Acer negundo</i>	4.4		NO	NR
513	American Elm	<i>Ulmus americana</i>	6.9		NO	NR
514	American Elm	<i>Ulmus americana</i>	7.0		NO	NR
515	American Elm	<i>Ulmus americana</i>	5.3		NO	NR
516	American Elm	<i>Ulmus americana</i>	4.8		NO	NR
517	American Elm	<i>Ulmus americana</i>	5.6		YES	NR
535	American Elm	<i>Ulmus americana</i>	5.1		NO	NR
536	American Elm	<i>Ulmus americana</i>	5.0		NO	NR
537	American Elm	<i>Ulmus americana</i>	7.3		NO	NR

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc.)**	removal	reg/nr/lmk
538	American Elm	<i>Ulmus americana</i>	5.8		NO	NR
539	American Elm	<i>Ulmus americana</i>	6.5		NO	NR
540	Green Ash	<i>Fraxinus pennsylvanica</i>	7.1	double trunk	NO	NR
541	Green Ash	<i>Fraxinus pennsylvanica</i>	6.5	80% dead	YES	NR
542	American Elm	<i>Ulmus americana</i>	7.1		NO	NR
543	Box Elder	<i>Acer negundo</i>	6.5		NO	NR
544	Sweet Cherry	<i>Prunus avium</i>	4.2		NO	REG
545	Box Elder	<i>Acer negundo</i>	5.7	multiple trunks	NO	NR
546	Black Cherry	<i>Prunus serotina</i>	7.0		NO	REG
547	American Elm	<i>Ulmus americana</i>	4.8		NO	NR
548	American Elm	<i>Ulmus americana</i>	14.8		NO	NR
549	American Elm	<i>Ulmus americana</i>	14.3		YES	NR
554	American Elm	<i>Ulmus americana</i>	4.7		YES	NR
555	American Elm	<i>Ulmus americana</i>	4.1		NO	NR
556	American Elm	<i>Ulmus americana</i>	4.5		NO	NR
557	American Elm	<i>Ulmus americana</i>	4.0		YES	NR
558	American Elm	<i>Ulmus americana</i>	6.6		NO	NR
559	American Elm	<i>Ulmus americana</i>	8.1		NO	NR
560	Norway Maple	<i>Acer platanoides</i>	9.8		NO	REG
561	Norway Maple	<i>Acer platanoides</i>	10.8	double trunk	NO	REG
562	Norway Maple	<i>Acer platanoides</i>	15.1		NO	REG
563	Norway Maple	<i>Acer platanoides</i>	8.8		NO	REG
564	Black Cherry	<i>Prunus serotina</i>	140.0		NO	REG
565	Black Cherry	<i>Prunus serotina</i>	4.9		NO	REG
566	American Elm	<i>Ulmus americana</i>	5.3		NO	NR
567	American Elm	<i>Ulmus americana</i>	5.8		NO	NR

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc.)**	removal	reg/nr/lmk
570	American Elm	<i>Ulmus americana</i>	10.0	triple trunks	NO	NR
572	American Elm	<i>Ulmus americana</i>	6.6		NO	NR
574	Green Ash	<i>Fraxinus pennsylvanica</i>	4.0	dying	YES	NR
575	American Elm	<i>Ulmus americana</i>	5.1		YES	NR
576	American Elm	<i>Ulmus americana</i>	5.3		YES	NR
580	Black Cherry	<i>Prunus serotina</i>	4.8		YES	REG
587	Shagbark Hickory	<i>Carya ovata</i>	5.4		NO	REG
588	Black Cherry	<i>Prunus serotina</i>	7.2		YES	REG
589	Box Elder	<i>Acer negundo</i>	6.0		YES	NR
591	Common Apple	<i>Malus pumila</i>	12.3	multiple trunks	NO	REG
592	Shagbark Hickory	<i>Carya ovata</i>	11.5	60% dead	YES	NR
593	Black Locust	<i>Robinia pseudoacacia</i>	4.8	double trunk; suckering	NO	REG
594	Box Elder	<i>Acer negundo</i>	16.3		NO	REG
595	Cottonwood	<i>Populus deltoides</i>	24.1		NO	NR
596	American Elm	<i>Ulmus americana</i>	24.5		YES	NR
597	Black Cherry	<i>Prunus serotina</i>	14.6		YES	REG
598	Cottonwood	<i>Populus deltoides</i>	32.4		YES	NR
599	American Elm	<i>Ulmus americana</i>	12.5		YES	NR
600	American Elm	<i>Ulmus americana</i>	6.6		YES	NR
606	American Elm	<i>Ulmus americana</i>	7.0		YES	NR
610	Cottonwood	<i>Populus deltoides</i>	27.0	double trunks	YES	NR
611	Box Elder	<i>Acer negundo</i>	4.5		YES	NR
612	Box Elder	<i>Acer negundo</i>	5.5	double trunks	YES	NR
613	American Elm	<i>Ulmus americana</i>	5.3		YES	NR
614	Green Ash	<i>Fraxinus pennsylvanica</i>	4.9		YES	NR
615	American Elm	<i>Ulmus americana</i>	4.6		YES	NR

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc.)**	removal	reg/nr/lmk
616	Box Elder	<i>Acer negundo</i>	4.7	cut; resprouting; double trunk	NO	NR
617	American Elm	<i>Ulmus americana</i>	6.7	double trunk	YES	NR
618	Box Elder	<i>Acer negundo</i>	9.7	double trunk; cut; resprouting	NO	NR
619	Box Elder	<i>Acer negundo</i>	7.6	double trunk; cut; resprouting	YES	NR
620	Box Elder	<i>Acer negundo</i>	9.1	80% dead	YES	NR
622	American Elm	<i>Ulmus americana</i>	12.3		YES	NR
624	Green Ash	<i>Fraxinus pennsylvanica</i>	6.5		YES	NR
626	Green Ash	<i>Fraxinus pennsylvanica</i>	4.0	90% dead	YES	NR
627	Green Ash	<i>Fraxinus pennsylvanica</i>	4.6		YES	NR
628	Black Cherry	<i>Prunus serotina</i>	14.1		NO	REG
629	Common Buckthorn	<i>Rhamnus cathartica</i>	5.5		YES	NR
630	Autumn Olive	<i>Elaeagnus umbellata</i>	4.2		YES	NR
631	Box Elder	<i>Acer negundo</i>	6.0	multiple trunks	YES	NR
632	Box Elder	<i>Acer negundo</i>	5.3		YES	NR
633	Black Cherry	<i>Prunus serotina</i>	12.1		YES	REG
634	Green Ash	<i>Fraxinus pennsylvanica</i>	11.6		YES	NR
635	Box Elder	<i>Acer negundo</i>	14.3		YES	NR
636	American Elm	<i>Ulmus americana</i>	11.6		NO	NR
637	Black Cherry	<i>Prunus serotina</i>	9.8		YES	NR
638	Green Ash	<i>Fraxinus pennsylvanica</i>	4.8		NO	NR
639	Common Apple	<i>Malus pumila</i>	7.1		YES	REG
640	American Elm	<i>Ulmus americana</i>	4.7	cut under powerline	YES	NR
641	Green Ash	<i>Fraxinus pennsylvanica</i>	10.0		YES	NR
642	Green Ash	<i>Fraxinus pennsylvanica</i>	6.2		NO	NR
643	Green Ash	<i>Fraxinus pennsylvanica</i>	5.7		NO	NR
644	Green Ash	<i>Fraxinus pennsylvanica</i>	5.3		NO	NR

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc)**	removal	reg/nr/lmk
645	Green Ash	<i>Fraxinus pennsylvanica</i>	6.0		YES	NR
646	Green Ash	<i>Fraxinus pennsylvanica</i>	5.5		NO	NR
647	Green Ash	<i>Fraxinus pennsylvanica</i>	5.9		NO	NR
648	Black Cherry	<i>Prunus serotina</i>	14.9		NO	REG
649	Black Cherry	<i>Prunus serotina</i>	4.6	90% dead	YES	REG
650	Box Elder	<i>Acer negundo</i>	5.4	multiple trunks; suckering		
651	Green Ash	<i>Fraxinus pennsylvanica</i>	5.0	dying	YES	NR
652	Box Elder	<i>Acer negundo</i>	6.4		NO	NR
653	Green Ash	<i>Fraxinus pennsylvanica</i>	5.8		YES	NR
654	Green Ash	<i>Fraxinus pennsylvanica</i>	5.9		YES	NR
655	Green Ash	<i>Fraxinus pennsylvanica</i>	5.4		YES	NR
656	Green Ash	<i>Fraxinus pennsylvanica</i>	5.1		NO	NR
657	Green Ash	<i>Fraxinus pennsylvanica</i>	6.6		NO	NR
658	American Elm	<i>Ulmus americana</i>	8.9		YES	NR
659	Green Ash	<i>Fraxinus pennsylvanica</i>	7.8		NO	NR
660	Green Ash	<i>Fraxinus pennsylvanica</i>	5.0	90% dead	NO	NR
661	Green Ash	<i>Fraxinus pennsylvanica</i>	5.1		YES	NR
662	Box Elder	<i>Acer negundo</i>	5.5	double trunks	NO	NR
663	Green Ash	<i>Fraxinus pennsylvanica</i>	7.3	double trunk	YES	NR
664	Green Ash	<i>Fraxinus pennsylvanica</i>	7.3		NO	NR
668	Green Ash	<i>Fraxinus pennsylvanica</i>	4.3		YES	NR
669	Green Ash	<i>Fraxinus pennsylvanica</i>	4.8		NO	NR
670	Green Ash	<i>Fraxinus pennsylvanica</i>	5.1		NO	NR
671	Green Ash	<i>Fraxinus pennsylvanica</i>	7.3	triple trunks; 90% dead	YES	NR
672	Green Ash	<i>Fraxinus pennsylvanica</i>	8.8		NO	NR
673	Black Cherry	<i>Prunus serotina</i>	16.3		NO	REG



TREE INVENTORY LIST

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc.)**	removal	reg/nr/lmk
784	American Elm	Ulmus americana	4.4		YES	NR
785	American Elm	Ulmus americana	6.6		NO	NR
786	Red Maple	Acer rubrum	6.4	dying	YES	NR
787	American Elm	Ulmus americana	4.3		NO	NR
788	American Elm	Ulmus americana	5.2		NO	NR
789	Black Willow	Salix nigra	8.8		YES	NR
790	American Elm	Ulmus americana	4.9		YES	NR
791	American Elm	Ulmus americana	5.7		NO	NR
792	American Elm	Ulmus americana	5.2		NO	NR
793	American Elm	Ulmus americana	6.0		YES	NR
794	American Elm	Ulmus americana	7.9		YES	NR
795	American Elm	Ulmus americana	4.8		YES	NR
796	Hop Hornbeam	Ostrya virginiana	4.0		NO	REG
797	Box Elder	Acer negundo	8.6		NO	NR
798	American Elm	Ulmus americana	5.6		NO	NR
799	American Elm	Ulmus americana	4.0		NO	NR
800	American Elm	Ulmus americana	4.8		NO	NR
801	American Elm	Ulmus americana	7.3		NO	NR
802	American Elm	Ulmus americana	6.9		NO	NR
803	American Elm	Ulmus americana	5.7		NO	NR
804	Green Ash	Fraxinus pennsylvanica	4.3		YES	NR
805	Green Ash	Fraxinus pennsylvanica	4.5		YES	NR
806	American Elm	Ulmus americana	6.5		YES	NR
807	American Elm	Ulmus americana	4.2		YES	NR
808	American Elm	Ulmus americana	5.1		NO	NR
809	American Elm	Ulmus americana	4.6	double trunks	NO	NR

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc.)**	removal	reg/nr/lmk
810	Red Maple	Acer rubrum	4.0		NO	REG
811	American Elm	Ulmus americana	6.2		YES	NR
812	American Elm	Ulmus americana	6.3	double trunks	YES	NR
813	American Elm	Ulmus americana	5.5		NO	NR
814	American Elm	Ulmus americana	7.2		NO	NR
815	American Elm	Ulmus americana	4.4		NO	NR
816	Siberian Elm	Ulmus pumila	9.7		NO	REG
817	American Elm	Ulmus americana	11.1		YES	NR
818	American Elm	Ulmus americana	4.4		YES	NR
819	American Elm	Ulmus americana	8.0		NO	NR
820	American Elm	Ulmus americana	9.4		YES	NR
821	American Elm	Ulmus americana	4.5		NO	NR
822	American Elm	Ulmus americana	10.1		YES	NR
823	American Elm	Ulmus americana	4.7		NO	NR
824	American Elm	Ulmus americana	7.5		YES	NR
825	American Elm	Ulmus americana	6.4		NO	NR
826	American Elm	Ulmus americana	7.5		YES	NR
827	American Elm	Ulmus americana	7.1		YES	NR
828	Box Elder	Acer negundo	6.0		NO	NR
829	American Elm	Ulmus americana	4.3		YES	NR
830	American Elm	Ulmus americana	5.6		NO	NR
831	American Elm	Ulmus americana	5.5		NO	NR
832	Black Cherry	Prunus serotina	5.2		YES	REG
833	Sweet Cherry	Prunus avium	15.6	double trunks	YES	REG
834	American Elm	Ulmus americana	7.3		NO	NR
835	Sweet Cherry	Prunus avium	10.2		NO	REG

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc.)**	removal	reg/nr/lmk
836	Sweet Cherry	Prunus avium	7.3		NO	REG
837	Sweet Cherry	Prunus avium	5.1		YES	REG
838	Sweet Cherry	Prunus avium	7.6		NO	REG
839	Sweet Cherry	Prunus avium	10.0		NO	REG
840	Sweet Cherry	Prunus avium	7.0		NO	REG
841	Sweet Cherry	Prunus avium	6.7		NO	REG
842	American Elm	Ulmus americana	6.2		NO	NR
843	Box Elder	Acer negundo	5.7		NO	NR
844	American Elm	Ulmus americana	5.2		YES	NR
845	Box Elder	Acer negundo	11.6	double trunks	YES	NR
846	Green Ash	Fraxinus pennsylvanica	7.5		NO	NR
847	American Elm	Ulmus americana	4.9		YES	NR
848	Green Ash	Fraxinus pennsylvanica	6.1	90% dead	YES	NR
849	Green Ash	Fraxinus pennsylvanica	4.5		YES	NR
850	Box Elder	Acer negundo	9.0		NO	NR
851	Green Ash	Fraxinus pennsylvanica	4.4		NO	NR
852	American Elm	Ulmus americana	5.3		YES	NR
853	Black Cherry	Prunus serotina	5.4		YES	REG
854	American Elm	Ulmus americana	5.4		NO	NR
855	Black Cherry	Prunus serotina	6.8		NO	REG
856	American Elm	Ulmus americana	12.7		YES	NR
857	Black Cherry	Prunus serotina	8.5	50% dead	YES	NR
858	American Elm	Ulmus americana	11.2		YES	NR
859	American Elm	Ulmus americana	7.8		YES	NR
860	American Elm	Ulmus americana	6.6		YES	NR
861	Green Ash	Fraxinus pennsylvanica	4.2		YES	NR

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc.)**	removal	reg/nr/lmk
862	American Elm	Ulmus americana	8.0		NO	NR
863	American Elm	Ulmus americana	11.1		NO	NR
864	Green Ash	Fraxinus pennsylvanica	6.6		YES	NR
865	Green Ash	Fraxinus pennsylvanica	6.1	75% dead	YES	NR
866	American Elm	Ulmus americana	5.0		YES	NR
867	Green Ash	Fraxinus pennsylvanica	48.0	80% dead	YES	NR
868	Green Ash	Fraxinus pennsylvanica	8.8		YES	NR
869	Common Buckthorn	Rhamnus cathartica	10.6		YES	REG
870	Shagbark Hickory	Carya ovata	4.1		YES	REG
871	Green Ash	Fraxinus pennsylvanica	7.9		YES	NR
872	Shagbark Hickory	Carya ovata	4.0		YES	REG
873	Scotch Pine	Pinus sylvestris	11.1		NO	REG
874	Scotch Pine	Pinus sylvestris	13.9		NO	REG
875	Green Ash	Fraxinus pennsylvanica	4.0		YES	NR
876	Scotch Pine	Pinus sylvestris	12.6		NO	REG
877	Scotch Pine	Pinus sylvestris	14.9		NO	REG
878	Sweet Cherry	Prunus avium	5.4		NO	REG
879	Black Cherry	Prunus serotina	4.6		NO	REG
880	Black Cherry	Prunus serotina	10.2	multiple trunks	YES	REG
881	Sugar Maple	Acer saccharum	12.4		YES	REG
882	Black Cherry	Prunus serotina	7.4		YES	REG
884	Sugar Maple	Acer saccharum	13.1		YES	REG
885	Shagbark Hickory	Carya ovata	7.5		YES	REG
886	Shagbark Hickory	Carya ovata	5.5		YES	REG
887	Sugar Maple	Acer saccharum	17.2		YES	REG
888	Siberian Elm	Ulmus pumila	4.3		YES	REG

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc.)**	removal	reg/nr/lmk
889	Staghorn Sumac	Rhus typhina	4.6		NO	REG
890	Siberian Elm	Ulmus pumila	4.2		NO	REG
891	Wild Crab Apple	Malus prunifolia	6.3	double trunks	NO	REG
892	American Elm	Ulmus americana	10.3		NO	NR
893	Sugar Maple	Acer saccharum	7.5		NO	REG
894	Sugar Maple	Acer saccharum	12.6	double trunks	NO	REG
895	Sugar Maple	Acer saccharum	4.0		NO	REG
896	Sweet Cherry	Prunus avium	7.5		NO	REG
897	Sugar Maple	Acer saccharum	5.4	double trunks	NO	REG
898	Sugar Maple	Acer saccharum	8.5		NO	REG
899	Staghorn Sumac	Rhus typhina	4.2		NO	REG
900	Sugar Maple	Acer saccharum	12.1		YES	REG
901	Black Cherry	Prunus serotina	8.4		YES	REG
902	Green Ash	Fraxinus pennsylvanica	6.5		YES	NR
909	Box Elder	Acer negundo	4.3		YES	NR
911	Box Elder	Acer negundo	4.7		YES	NR
912	Common Buckthorn	Rhamnus cathartica	6.6		YES	REG
913	Sugar Maple	Acer saccharum	11.8		YES	REG
914	Sugar Maple	Acer saccharum	11.3		YES	REG
915	Box Elder	Acer negundo	9.1		YES	NR
916	Sugar Maple	Acer saccharum	14.3		YES	REG
919	Box Elder	Acer negundo	7.3	suckering	YES	NR
920	Sugar Maple	Acer saccharum	11.3		YES	REG
922	Sugar Maple	Acer saccharum	5.2		YES	REG
923	Sugar Maple	Acer saccharum	8.3		YES	REG
924	Sugar Maple	Acer saccharum	12.3		YES	REG

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc.)**	removal	reg/nr/lmk
925	Sugar Maple	Acer saccharum	13.0		YES	REG
926	Sugar Maple	Acer saccharum	5.3		YES	REG
927	Sugar Maple	Acer saccharum	4.0		YES	REG
933	Sugar Maple	Acer saccharum	9.5		YES	REG
934	Sugar Maple	Acer saccharum	4.3		YES	REG
935	Sugar Maple	Acer saccharum	6.0		YES	REG
936	Sugar Maple	Acer saccharum	7.3		YES	REG
937	Sugar Maple	Acer saccharum	11.5		YES	REG
938	Sugar Maple	Acer saccharum	6.0		YES	REG
939	Green Ash	Fraxinus pennsylvanica	5.1	multiple trunks	YES	NR
940	Green Ash	Fraxinus pennsylvanica	4.5		YES	NR
941	Green Ash	Fraxinus pennsylvanica	5.1	cut under powerline	YES	NR
942	Cottonwood	Populus deltoides	15.5		YES	NR
943	Cottonwood	Populus deltoides	14.0	double trunks	YES	NR
944	Common Buckthorn	Rhamnus cathartica	4.4		YES	REG
945	White Willow	Salix alba	5.1	multiple trunks	YES	NR
946	Green Ash	Fraxinus pennsylvanica	4.2		YES	REG
947	White Willow	Salix alba	4.2		YES	NR
948	Cottonwood	Populus deltoides	5.3		YES	NR
949	Cottonwood	Populus deltoides	15.5		YES	NR
950	Sugar Maple	Acer saccharum	40.1		YES	LTK
951	Sugar Maple	Acer saccharum	17.5		YES	REG
952	Box Elder	Acer negundo	9.3		YES	NR
953	Sugar Maple	Acer saccharum	4.6		YES	REG
954	Sugar Maple	Acer saccharum	7.6		YES	REG
955	Sugar Maple	Acer saccharum	9.6		YES	REG

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc.)**	removal	reg/nr/lmk
956	White Oak	Quercus alba	13.7		YES	REG
957	Sugar Maple	Acer saccharum	7.7		YES	REG
958	Sugar Maple	Acer saccharum	4.2		YES	REG
959	Sugar Maple	Acer saccharum	8.8		YES	REG
960	Sugar Maple	Acer saccharum	10.2		YES	REG
961	Sweet Cherry	Prunus avium	9.7		YES	REG
962	Sweet Cherry	Prunus avium	11.5		YES	REG
963	Green Ash	Fraxinus pennsylvanica	11.4		YES	NR
964	American Elm	Ulmus americana	11.4		YES	NR
965	Sugar Maple	Acer saccharum	5.3		YES	REG
966	Sugar Maple	Acer saccharum	5.3		YES	REG
967	Sugar Maple	Acer saccharum	10.5		YES	REG
968	Sugar Maple	Acer saccharum	4.4		YES	REG
969	Sugar Maple	Acer saccharum	7.3	broken top	YES	REG
970	Box Elder	Acer negundo	4.4		YES	NR
971	Sugar Maple	Acer saccharum	10.6		YES	REG
972	Sugar Maple	Acer saccharum	4.4		YES	REG
973	Sweet Cherry	Prunus avium	5.6		YES	REG
974	Sweet Cherry	Prunus avium	9.7		YES	REG
975	Silver Maple	Acer saccharinum	4.4		YES	REG
976	Sugar Maple	Acer saccharum	15.2		YES	REG
977	Sugar Maple	Acer saccharum	4.9		YES	REG
978	Sugar Maple	Acer saccharum	6.0		YES	REG
979	Sugar Maple	Acer saccharum	8.7		NO	REG
980	Sugar Maple	Acer saccharum	11.0		NO	REG
981	Sugar Maple	Acer saccharum	6.6		NO	REG

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc.)**	removal	reg/nr/lmk
982	Sugar Maple	Acer saccharum	10.2		NO	REG
983	Sugar Maple	Acer saccharum	5.0		NO	REG
984	Sugar Maple	Acer saccharum	6.7		NO	REG
985	Sugar Maple	Acer saccharum	17.1		NO	REG
986	Sugar Maple	Acer saccharum	6.0		NO	REG
987	Sugar Maple	Acer saccharum	11.2		NO	REG
988	Sugar Maple	Acer saccharum	33.8		NO	REG
989	Norway Maple	Acer platanoides	25.0		NO	REG
990	Box Elder	Acer negundo	7.2		YES	NR
991	Box Elder	Acer negundo	15.1		YES	NR
997	Sugar Maple	Acer saccharum	7.2		YES	REG
998	Sugar Maple	Acer saccharum	10.9		YES	REG
999	Sugar Maple	Acer saccharum	6.3		YES	REG
1000	Sugar Maple	Acer saccharum	11.1		YES	REG
1001	Black Walnut	Juglans nigra	15.9		YES	REG
1002	Sugar Maple	Acer saccharum	5.9		YES	REG
1003	Sugar Maple	Acer saccharum	5.0		YES	REG
1004	Sugar Maple	Acer saccharum	8.0		YES	REG
1005	Box Elder	Acer negundo	6.5		YES	NR
1006	Sugar Maple	Acer saccharum	13.9		YES	REG
1007	Sugar Maple	Acer saccharum	4.4		YES	REG
1008	Sugar Maple	Acer saccharum	4.1		YES	REG
1009	Sugar Maple	Acer saccharum	7.8		YES	REG
1010	Sugar Maple	Acer saccharum	5.1		YES	REG
1011	Sugar Maple	Acer saccharum	4.3		YES	REG
1012	Sugar Maple	Acer saccharum	7.0		YES	REG

ID	Common Name	Scientific Name	Size (DBH)*	Notes (type, condition, etc)**	removal	reg/nr/lmk
1013	Sugar Maple	<i>Acer saccharum</i>	11.4		YES	REG
1014	Sugar Maple	<i>Acer saccharum</i>	4.5		YES	REG
1015	Sugar Maple	<i>Acer saccharum</i>	6.2		YES	REG
1016	Sugar Maple	<i>Acer saccharum</i>	6.1		YES	REG
1017	Sugar Maple	<i>Acer saccharum</i>	4.3		YES	REG
1018	Sugar Maple	<i>Acer saccharum</i>	5.4		YES	REG
1019	Box Elder	<i>Acer negundo</i>	11.3		YES	NR
1020	Sugar Maple	<i>Acer saccharum</i>	4.2		YES	REG
1021	Sugar Maple	<i>Acer saccharum</i>	13.3		YES	REG
1022	Box Elder	<i>Acer negundo</i>	17.7		YES	NR
1023	Sugar Maple	<i>Acer saccharum</i>	14.1		YES	REG
1024	Sugar Maple	<i>Acer saccharum</i>	4.0		YES	REG
1025	Sugar Maple	<i>Acer saccharum</i>	7.2		YES	REG
1026	Sugar Maple	<i>Acer saccharum</i>	10.9	multiple trunks	YES	REG
1027	Box Elder	<i>Acer negundo</i>	4.7		YES	NR
1028	Box Elder	<i>Acer negundo</i>	7.3	multiple trunks	YES	NR
1029	Box Elder	<i>Acer negundo</i>	10.7		YES	NR
1030	Box Elder	<i>Acer negundo</i>	9.0	double trunks	YES	NR
1031	Box Elder	<i>Acer negundo</i>	11.2		YES	NR
1032	Box Elder	<i>Acer negundo</i>	14.0		YES	NR
1035	Norway Maple	<i>Acer platanoides</i>	5.0		NO	REG
1036	Box Elder	<i>Acer negundo</i>	38.1	2 main limbs broken	YES	LMK
1037	Box Elder	<i>Acer negundo</i>	15.2		NO	NR
1038	Box Elder	<i>Acer negundo</i>	14.0		YES	NR
1039	Common Apple	<i>Malus pumila</i>	7.6		NO	NR
1040	Box Elder	<i>Acer negundo</i>	8.8		NO	REG





client:  
**Landtec  
Companies**

project location:  
**Hills of Woodbridge**  
A PLANNED MULTI-FAMILY  
RESIDENTIAL COMMUNITY

project location:  
**Orion Township,  
Michigan  
Lapeer Rd.**

sheet title:  
**OVERVIEW PLAN  
VIEW**

job no./issue/revision date:  
LS20.048.03 SPA 3-04-2020  
LS20.048.03 SPA 7-11-2020  
LS20.048.11 SPA 11-9-2020  
LS210.015.01 SPA 1-11-2021  
LS210.015.03 SPA 3-10-2021  
LS210.015.05 SPA 5-24-2021

drawn by:  
JP, DK, PH  
checked by:  
FP  
date:  
1-04-2021  
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exact location and elevation prior to the start  
of construction

project no:  
LS21.015.03

sheet no:  
**LS-1** of 6

landscape plan for:  
**Hills of Woodbridge**  
a planned multi-family residential community  
Orion Township Michigan

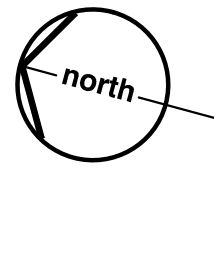
**note:**

unless noted otherwise, numerical value on landscape  
quantities specified on plan take precedence over  
graphic representation.

**general landscape notes:**

1. LANDSCAPE CONTRACTOR SHALL VISIT THE SITE, INSPECT EXISTING CONDITIONS, REVIEW PROPOSED PLANTINGS AND RELATED WORK, CONTACT THE OWNER AND/OR LANDSCAPE ARCHITECT WITH ANY CONCERNS OR DISCREPANCY BETWEEN THE PLAN, PLANT MATERIAL LIST, AND/OR SITE CONDITIONS.
2. PRIOR TO BEGINNING OF CONSTRUCTION ON ANY WORK, CONTRACTORS SHALL VERIFY LOCATIONS OF ALL ON SITE UTILITIES, GAS, ELECTRIC, TELEPHONE, CABLE TO BE LOCATED BY CONTACTING MISS DIG 1-800-482-7171. ANY DAMAGE OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. COORDINATE ALL RELATED WORK ACTIVITIES WITH OTHER TRADES AND REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER PRIOR TO COMMENCING.
3. NUMERICAL VALUE ON THE LANDSCAPE QUANTITIES SPECIFIED ON THE PLAN TAKE PRECEDENCE OVER GRAPHIC REPRESENTATION. VERIFY ANY CONCERN/DISCREPANCY WITH LANDSCAPE ARCHITECT.
4. ALL CONSTRUCTION AND PLANT MATERIAL LOCATION TO BE ADJUSTED ON SITE IF NECESSARY.
5. ALL SUBSTITUTIONS OR DEVIATIONS FROM THE LANDSCAPE PLAN MUST BE APPROVED BY LANDSCAPE ARCHITECT.
6. ALL LARGE TREES AND EVERGREENS TO BE STAKED, GUYED AND WRAPPED AS DETAIL SHOWN ON PLAN.
7. PLANT BEDS TO BE DRESSED WITH MIN. 4" OF FINELY DOUBLE SHREDDED HARDBARK MULCH.
8. DIG SHRUB PITS 1' LARGER THAN SHRUB ROOT BALLS AND TREE PITS 2' LARGER THAN ROOT BALL. BACK FILL WITH ONE PART TOP SOIL AND ONE PART SOIL FROM EXCAVATED PLANTING HOLE.
9. NATURAL COLOR FINELY SHREDDED HARDWOOD BARK MULCH REQUIRED FOR ALL PLANTINGS.
10. REMOVE ALL TUINE, WIRE AND BURLAP FROM TREE AND SHRUB EARTH BALLS, AND FROM TREE TRUNKS. 4" THICK BARK MULCH FOR TREES IN 4" DIA. CIRCLE WITH 3" PULLED AWAY FROM TRUNK. 4" THICK BARK MULCH FOR SHRUBS AND 4" THICK BARK MULCH FOR PERENNIALS.
11. PLANT MATERIAL QUALITY & INSTALLATION SHALL BE IN ACCORDANCE WITH THE CURRENT AMERICAN ASSOCIATION OF NURSERYMEN LANDSCAPE STANDARDS.
12. ALL PLANTING AREAS TO BE PREPARED WITH APPROPRIATE SOIL MIXTURES AND FERTILIZER BEFORE PLANT INSTALLATION.
13. PLANT TREES AND SHRUBS GENERALLY NO CLOSER THEN THE FOLLOWING DISTANCES FROM SIDEWALKS, CURBS AND PARKING STALLS:  
a). SHADE TREES 5 FT.  
b). ORNAMENTAL AND EVERGREEN TREES (CRAB, PINE, SPRUCE, ETC.) 10 FT.  
c). SHRUBS THAT ARE LESS THAN 1 FOOT TALL AND WIDE AT MATURITY 2 FT.
14. NO TREES OR EVERGREENS TO BE INSTALLED OVER ANY PROPOSED OR EXISTING UTILITY LINES AS SHOWN ON THE OVERALL LANDSCAPE PLAN. SEE ENGINEERING PLANS FOR LOCATION AND DETAILS.
15. UNLESS NOTED OTHERWISE, LANDSCAPE BEDS ADJACENT TO LAWN TO RECEIVE EDGING. EDGING SHALL BE 4" X 1/8" METAL (FINISH BLACK OR GREEN) OR APPROVED EQUAL AND TO BE INSTALLED WITH HORIZONTAL METAL STAKES AT 32" O.C. OR PER MANUFACTURER'S SPECIFICATION.
16. ALL NEW PARKING ISLANDS AND LANDSCAPE BEDS ADJACENT AND NEXT TO BUILDING SHALL BE EXCAVATED OF ALL BUILDING MATERIALS AND POOR SOILS A MIN. OF 16"-18" DEPTH. BACK FILL WITH GOOD, MEDIUM TEXTURED PLANTING SOILS. ADD A MIN. 4" OF TOPSOIL OVERFILL TO FINISH GRADE. PROVIDE POSITIVE DRAINAGE.
17. WATERING OF ALL PLANTS AND TREES TO BE PROVIDED IMMEDIATELY AND MULCHING WITHIN 24 HOURS AFTER INSTALLATION.
18. ALL TREE PITS TO BE TESTED FOR PROPER DRAINAGE PRIOR TO TREE PLANTING. PROVIDE APPROPRIATES DRAINAGE SYSTEM AS REQUIRED IF THE TREE PIT DOES NOT DRAIN SUFFICIENTLY.
19. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL LANDSCAPE PLANT MATERIALS AND IRRIGATION INSTALLATION FOR A PERIOD OF ONE YEAR BEGINNING AFTER THE COMPLETION OF LANDSCAPE INSTALLTION DATE APPROVED BY THE CITY OR LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL REPLACE DURING AND AT THE END OF THE GUARANTEE PERIOD, ANY DEAD OR UNACCEPTABLE PLANTS, AS DETERMINED BY THE TOWNSHIP OR LANDSCAPE ARCHITECT, WITHOUT COST TO THE OWNER.

scale: 0' 50' 100' 200' 300'  
1" = 100' - 0"



**landscape requirement summary:**

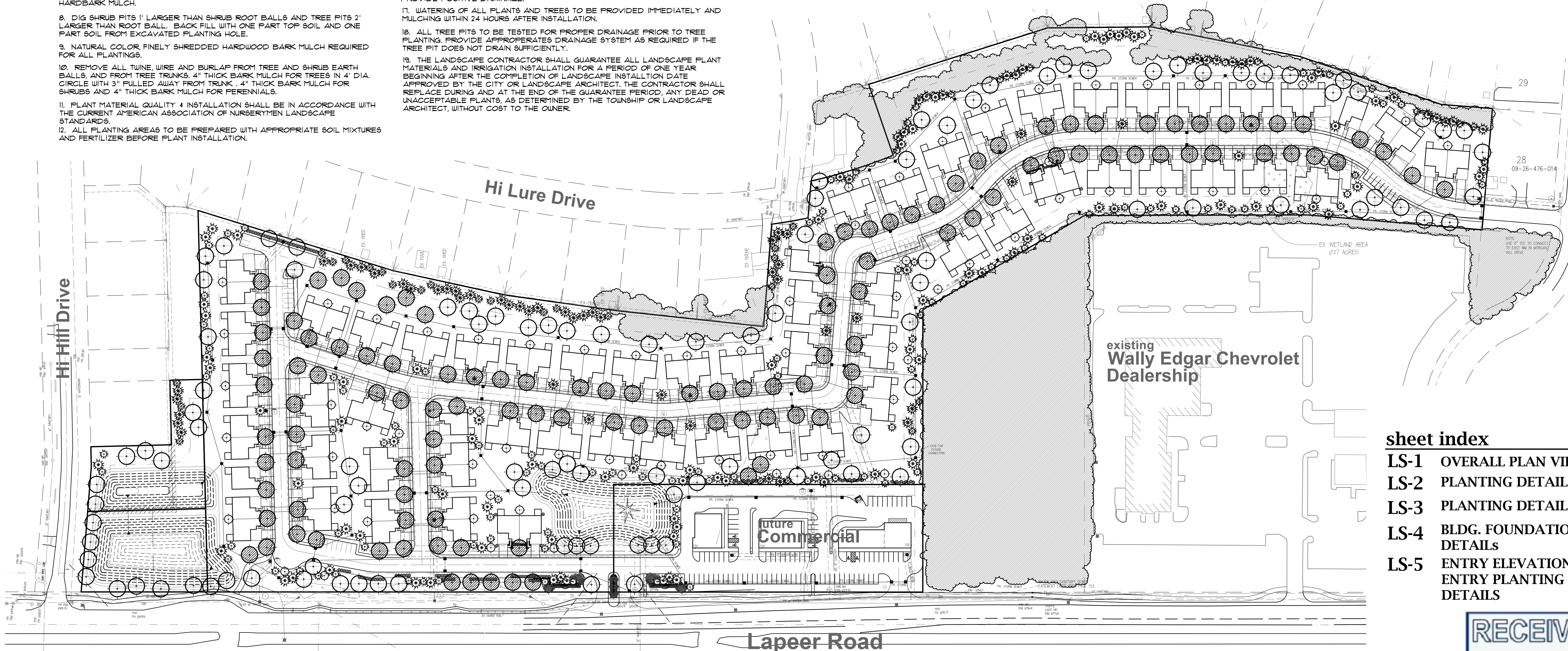
greenbelt (Lapeer)	REQUIRED	PROVIDED	buffer (west property line adjacent to future commercial)	REQUIRED	PROVIDED
TOTAL LIN.FT. OF GREENBELT	942' ±	91	TOTAL LIN.FT. OF BUFFER FRONTAGE	347' ±	12
ONE (1) CANOPY OR EVERGREEN TREE PER 30' (942' / 30' PER TREE= 31.4 TREES)		35 ('A' 4-TREES)	ONE (1) CANOPY OR EVERGREEN TREE PER 30' (347' / 30' PER TREE= 11.56 TREES)	12	12
greenbelt Hi Hill Drive)	REQUIRED	PROVIDED	buffer (west property line adjacent to future retail)	REQUIRED	PROVIDED
TOTAL LIN.FT. OF GREENBELT	270' ±	9	TOTAL LIN.FT. OF BUFFER FRONTAGE	621' ±	21
ONE (1) CANOPY OR EVERGREEN TREE PER 30' (270' / 30' PER TREE= 9 TREES)		9	ONE (1) CANOPY OR EVERGREEN TREE PER 30' (621' / 30' PER TREE= 20.7 TREES)	21	27 ('A' 6-TREES)
buffer (north property line)	REQUIRED	PROVIDED	buffer (south property line adjacent future commercial)	REQUIRED	PROVIDED
TOTAL LIN.FT. OF BUFFER FRONTAGE	643' ±	21	TOTAL LIN.FT. OF BUFFER FRONTAGE	325' ±	11
ONE (1) CANOPY OR EVERGREEN TREE PER 30' (643' / 30' PER TREE= 21.4 TREES)		29 ('A' 8-TREES)	ONE (1) CANOPY OR EVERGREEN TREE PER 30' (325' / 30' PER TREE= 10.8 TREES)	11	15 ('A' 4-TREES)
buffer (east property line)	REQUIRED	PROVIDED	open space	REQUIRED	PROVIDED
TOTAL LIN.FT. OF BUFFER FRONTAGE	2040' ±	97	TOTAL SQ.FT. OF OPEN SPACE	168,192' ±	56
ONE (1) CANOPY OR EVERGREEN TREE PER 30' (2040' / 30' PER TREE= 96.6 TREES)		147 ('A' 50-TREES) + EXISTING	ONE (1) CANOPY OR EVERGREEN TREE PER 3000 SQ.FT (168,192' / 3000' PER TREE= 56 TREES)	56	198 ('A' 115-TREES)
buffer (south property line)	REQUIRED	PROVIDED	tree replacement	REQUIRED	PROVIDED
TOTAL LIN.FT. OF BUFFER FRONTAGE	226' ±	7.5	TOTAL NO. REPLACEMENT TREES	172	214 ('A')
ONE (1) CANOPY OR EVERGREEN TREE PER 30' (226' / 30' PER TREE= 7.5 TREES)		8 + EXISTING	24- 6' CONIFEROUS TREES	24	
buffer (west property line adjacent to existing dealership)	REQUIRED	PROVIDED	43- 8' CONIFEROUS TREES	43	
TOTAL LIN.FT. OF BUFFER FRONTAGE	734' ±	25	120- 2 1/2' DECIDUOUS TREES	120	
ONE (1) CANOPY OR EVERGREEN TREE PER 30' (734' / 30' PER TREE= 24.63 TREES)		25			
			TOTAL TREES	463	505

**note:**

NO PROPOSED CANOPY TREES OR EVERGREEN TREES TO BE INSTALLED OVER ANY PROPOSED OR EXISTING WATER OR SANITARY EASEMENT. SEE ENGINEERING PLANS FOR FINAL LOCATIONS

'A' DENOTES SUPPLEMENTAL TREES TO BE DESIGNATED TOWARDS TREE REPLACEMENT REQUIREMENTS.

SEE TREE REMOVAL PLAN FOR SUMMARY OF EXISTING TREE TO BE REMOVED AND SAVED. TREE SURVEY AND LIST DEVELOPED BY NISMANDER ENVIRONMENTAL, APRIL 2014



**sheet index**

- LS-1 OVERALL PLAN VIEW
- LS-2 PLANTING DETAIL
- LS-3 PLANTING DETAIL
- LS-4 BLDG. FOUNDATION & PLANT DETAILS
- LS-5 ENTRY ELEVATION AND ENTRY PLANTING DETAILS







121

**Landtec  
Companies**

## Hills of Woodbridge

project location:

Orion Township,  
Michigan  
apeer Rd.

## PLANTING DETAIL

S20.048.03 SPA	3-04-2020
S20.048.03 SPA	7-11-2020
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S210.015.05 SPA	5-24-2021

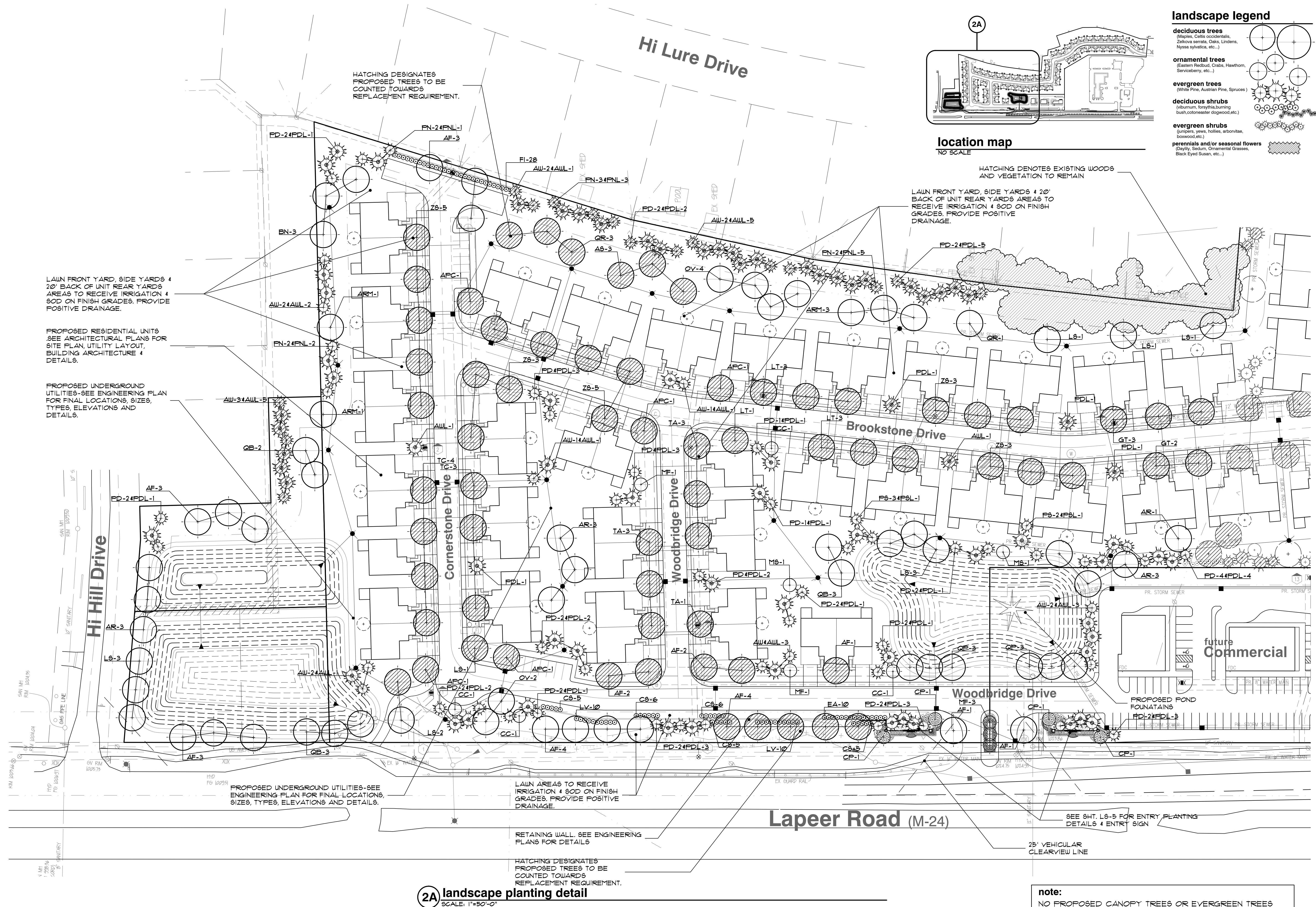
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 3 WORKING DAYS  
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For free location of public utility lines

the location and elevations of existing underground utilities as shown on this drawing are only approximate, no guarantee either expressed or implied as to the completeness of accuracy, contractor shall be exclusively responsible for determining the exact location and elevation prior to the start

Sheet no:

LS-2 of 6



**note:**  
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WATER OR SANITARY EASEMENT. SEE ENGINEERING PLANS  
FOR FINAL LOCATIONS



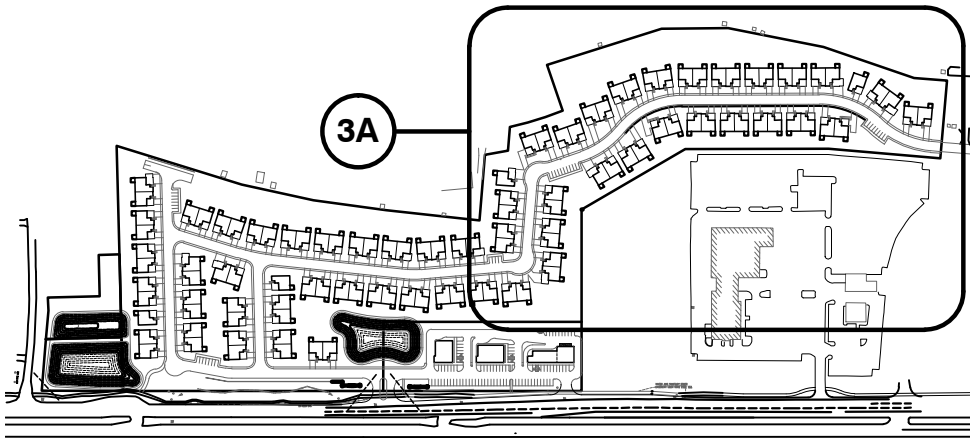
landscape legend

- deciduous trees**  
(Maples, Oaks, Liriodendrons,  
Zelkova serrata, Oaks, Lindens,  
Nyssa sylvatica, etc...)
- ornamental trees**  
(Eastern Redbud, Crabapple, Hawthorn,  
Serviceberry, etc...)
- evergreen trees**  
(White Pine, Austrian Pine, Spruces)
- deciduous shrubs**  
(Viburnum, Forsythia, Burning  
bush, Cotoneaster, Dogwood, etc.)
- evergreen shrubs**  
(Junipers, Yews, Hollies, Arborvitae,  
Boxwood, etc.)
- perennials and/or seasonal flowers**  
(Daylilies, Sedum, Ornamental Grasses,  
Black Eyed Susan, etc...)

LAWN AREAS TO RECEIVE  
HYDROSEED ON FINISH GRADES.  
PROVIDE POSITIVE DRAINAGE. SEE  
ENGINEERING PLANS FOR GRADES.

HATCHING DENOTES EXISTING WOODS  
AND VEGETATION TO REMAIN

LAWN FRONT YARD SIDES 4 20'  
BACK OF UNIT REAR YARD AREAS  
TO RECEIVE IRRIGATION 4 SOD ON  
FINISH GRADES. PROVIDE POSITIVE  
DRAINAGE.



location map  
NO SCALE

**FP A**  
FELINO A. PASCUAL  
and ASSOCIATES  
Community Land Planner and  
registered Landscape Architect  
24333 Orchard Lake Rd, Suite G  
Farmington Hills, MI 48336  
ph. (248) 557-5588  
fax. (248) 557-5416



client:  
**Landtec  
Companies**

project:  
**Hills of  
Woodbridge**  
A PLANNED MULTI-FAMILY  
RESIDENTIAL COMMUNITY

project location:  
Orion Township,  
Michigan  
Lapeer Rd.

sheet title:  
**PLANTING DETAIL**

job no./issue/revision date:

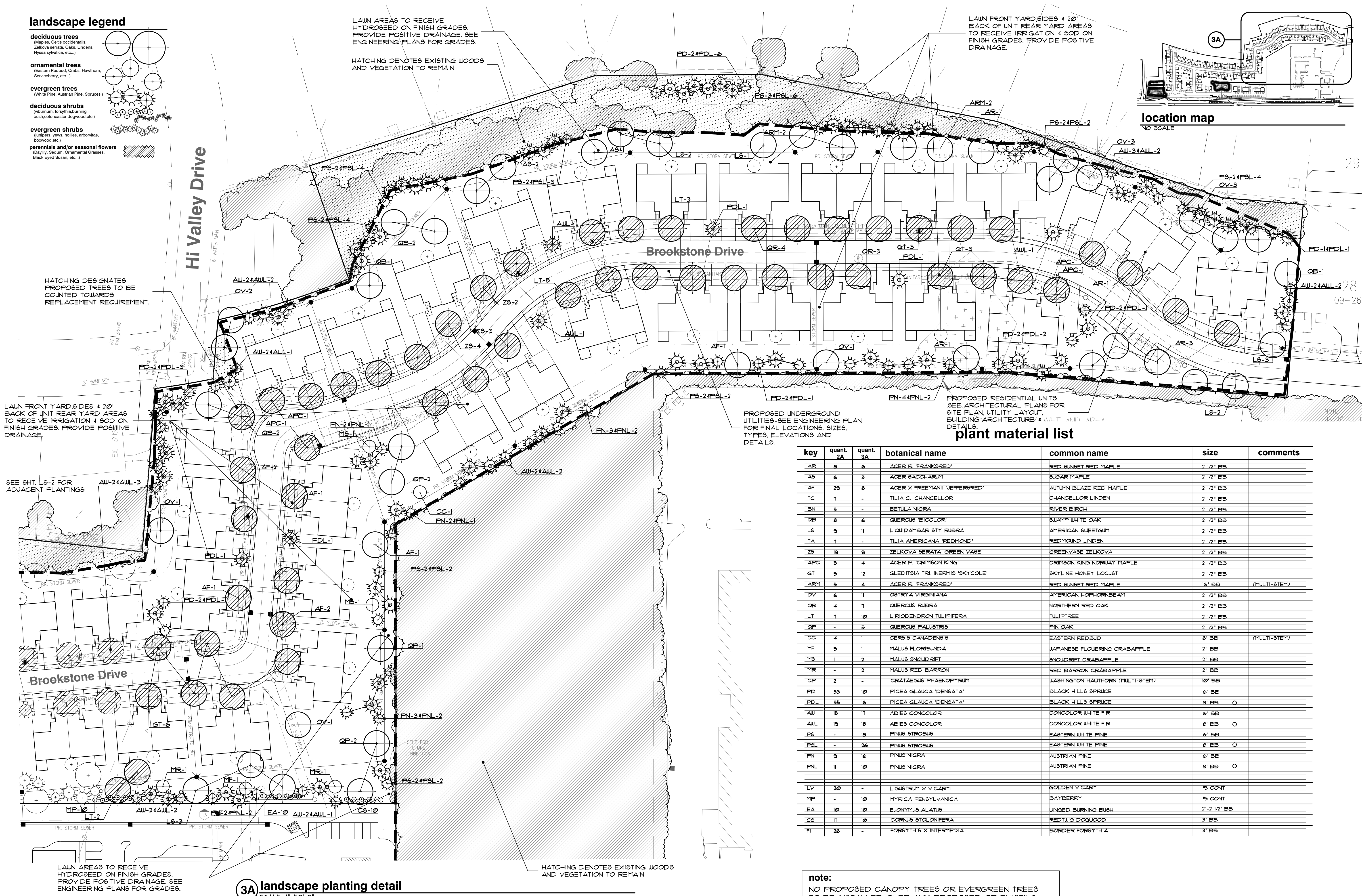
LS20.048.03 SPA	3-04-2020
LS20.048.03 SPA	7-11-2020
LS20.048.11 SPA	11-9-2020
LS210.015.01 SPA	1-11-2021
LS210.015.03 SPA	3-10-2021
LS210.015.05 SPA	5-24-2021

drawn by:  
**JP, DK, PH**  
checked by:  
**FP**  
date:  
**1-04-2021**  
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project no:  
**LS21.015.03**  
sheet no:  
**LS-3** of 6



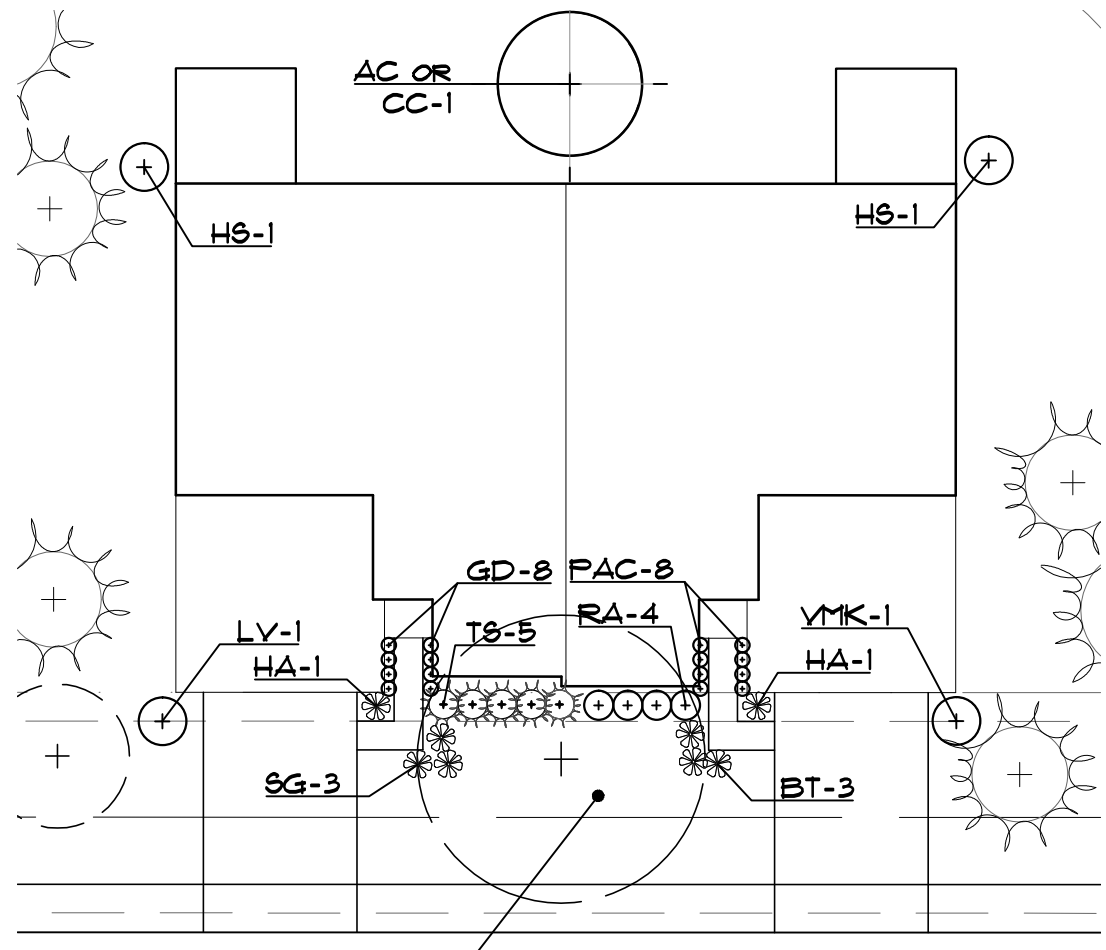
PROPOSED UNDERGROUND  
UTILITIES-SEE ENGINEERING PLANS  
FOR FINAL LOCATIONS, SIZES,  
TYPES, ELEVATIONS AND  
DETAILS.

plant material list

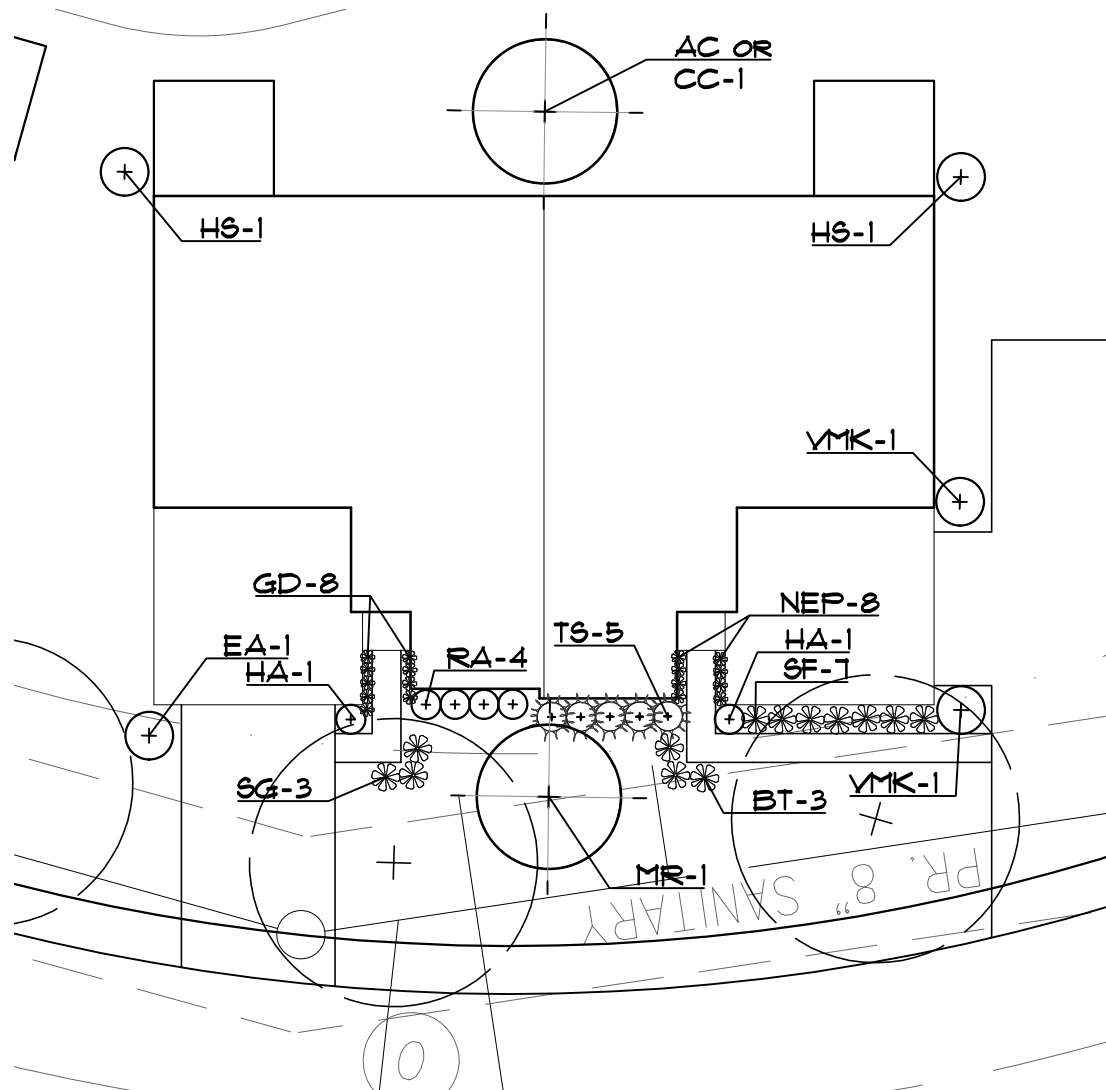
key	quant. 2A	quant. 3A	botanical name	common name	size	comments
AR	8	6	ACER R. FRANKSRED'	RED SUNSET RED MAPLE	2 1/2" BB	
AS	6	3	ACER SACCHARUM	SUGAR MAPLE	2 1/2" BB	
AF	28	8	ACER X FREEMANII 'JEFFERSRED'	AUTUMN BLAZE RED MAPLE	2 1/2" BB	
TC	1	-	TILIA C. CHANCELLOR	CHANCELLOR LINDEN	2 1/2" BB	
BN	3	-	BETULA NIGRA	RIVER BIRCH	2 1/2" BB	
QB	8	6	QUERCUS 'BICOLOR'	SWAMP WHITE OAK	2 1/2" BB	
LS	9	11	LIQUIDAMBAR STY. RUBRA	AMERICAN SWEETGUM	2 1/2" BB	
TA	1	-	TILIA AMERICANA 'REDMOND'	REDMOND LINDEN	2 1/2" BB	
ZS	18	9	ZELKOYA SERATA 'GREEN VASE'	GREENVASE ZELKOYA	2 1/2" BB	
APC	5	4	ACER P. 'CRIMSON KING'	CRIMSON KING NORWAY MAPLE	2 1/2" BB	
GT	5	12	GLEDTISIA TRI. INERMIS 'SKYCOLE'	SKYLINE HONEY LOCUST	2 1/2" BB	
ARM	5	4	ACER R. FRANKSRED'	RED SUNSET RED MAPLE	16' BB	(MULTI-STEM)
OV	6	11	Ostrya VIRGINIANA	AMERICAN HOPHORNBEAM	2 1/2" BB	
QR	4	7	QUERCUS RUBRA	NORTHERN RED OAK	2 1/2" BB	
LT	1	10	LIRIODENDRON TULIPIFERA	TULIPTREE	2 1/2" BB	
QP	-	5	QUERCUS PALUSTRIS	PIN OAK	2 1/2" BB	
CC	4	1	CERSIS CANADENSIS	EASTERN REDBUD	8' BB	(MULTI-STEM)
MF	5	1	MALUS FLORIBUNDA	JAPANESE FLOWERING CRABAPPLE	2" BB	
MS	1	2	MALUS SNOWDRIFT	SNOWDRIFT CRABAPPLE	2" BB	
MR	-	2	MALUS RED BARRON	RED BARRON CRABAPPLE	2" BB	
CP	2	-	CRATAEGUS PHAENOPYRUM	WASHINGTON HAWTHORN (MULTI-STEM)	10' BB	
FD	33	10	PICEA GLAUCA 'DENSATA'	BLACK HILLS SPRUCE	6' BB	
PDL	35	16	PICEA GLAUCA 'DENSATA'	BLACK HILLS SPRUCE	8' BB O	
AW	15	11	ABIES CONCOLOR	CONCOLOR WHITE FIR	6' BB	
AUL	18	18	ABIES CONCOLOR	CONCOLOR WHITE FIR	8' BB O	
PS	-	18	PINUS STROBUS	EASTERN WHITE PINE	6' BB	
PBL	-	26	PINUS STROBUS	EASTERN WHITE PINE	8' BB O	
FN	9	16	PINUS NIGRA	AUSTRIAN PINE	6' BB	
PNL	11	10	PINUS NIGRA	AUSTRIAN PINE	8' BB O	
LV	20	-	LIGUSTRUM X VICARYI	GOLDEN VICARY	5' CONT	
MP	-	10	MYRTICA PENSYLVANICA	BAYBERRY	5' CONT	
EA	10	10	EUCONYCHUS ALATUS	WINGED BURNING BUSH	2'-2 1/2' BB	
CS	11	10	CORNUS STOLONIFERA	REDTWIG DOGWOOD	3' BB	
FI	28	-	FORSYTHIA X INTERMEDIA	BORDER FORSYTHIA	3' BB	

**note:**  
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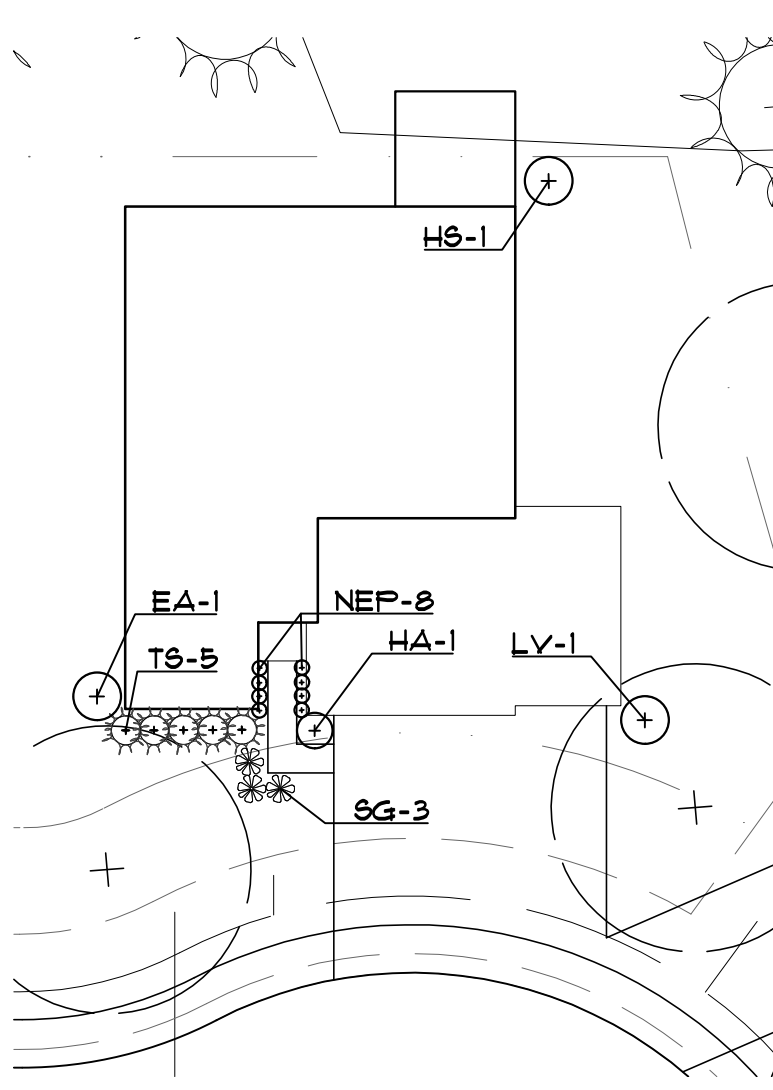




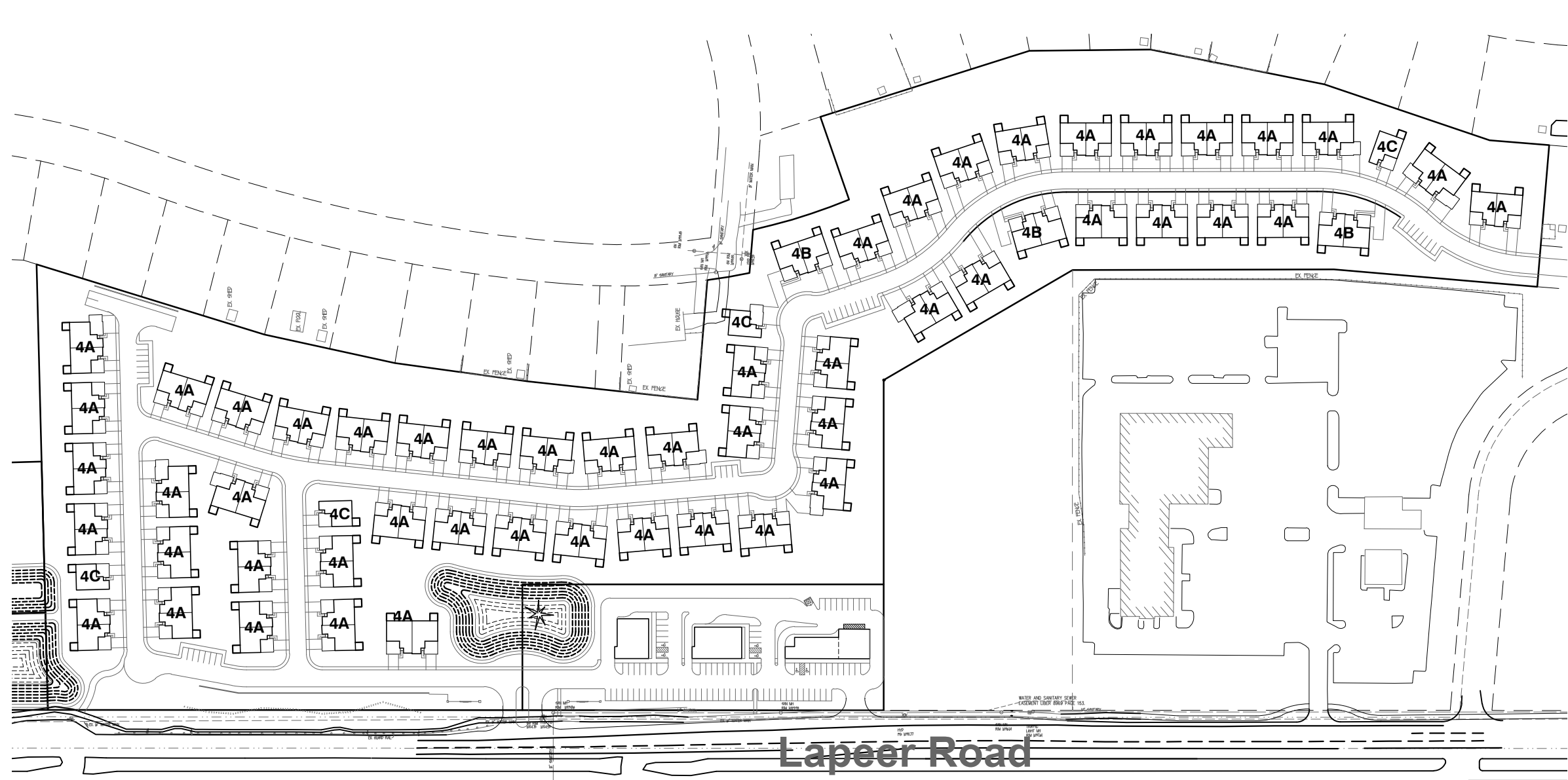
4A foundation planting detail  
SCALE: 1"=20'-0"  
(B3-CONDITIONS)



4B foundation planting detail  
SCALE: 1"=20'-0"  
(B3-CONDITIONS)



4C foundation planting detail  
SCALE: 1"=20'-0"  
(B3-CONDITION)



bldg. foundation key reference map  
NO SCALE

key	quant. 4A	quant. 4B	quant. 4C	botanical name	common name	size	comments
AC	26	2	-	AMELANCHIER CANADENSIS 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	8' BB	MULTI-STEM
CC	21	1	-	CERCIS CANADENSIS	EASTERN REDBUD	8' BB	MULTI-STEM
MR	-	3	-	MALUS RED BARRON	RED BARRON CRABAPPLE	2" BB	
EA	-	3	3	EUONYMUS ALATA COMPACTUS	COMPACT WING BURNING BUSH	3' BB	
HA	106	6	3	HYDRANGEA ANNABELLE	ANNABELLE HYDRANGEA	5' CONT	
SG	159	9	9	SPIREA X.B. 'GOLDFLAME'	GOLDFLAME SPIREA	5' CONT	MIN. 30" HIGH
POF	-	21	-	PHYSOCARPUS OPULIFOLIUS 'FESTIVUS GOLD'	FESTIVUS GOLD NINEBARK	5' CONT	36" O.C. SPACING
LV	53	-	3	LIGUSTRUM X. VICARYI	GOLDEN VICARY PRIVET	3' BB	42" O.C. SPACING
RA	212	12	-	RIBES ALPINUM	ALPINE CURRENT	5' CONT.	36" O.C. SPACING
VMK	53	6	-	VIBURNUM X.B. 'MOHAUK'	MOHAUK VIBURNUM	3' BB	
BT	159	9	-	BERBERIS T. 'CRIMSON PYGMY'	CRIMSON PYGMY JAPANESE BARBERRY	5' CONT.	36" O.C. SPACING
TS	265	15	15	TAXUS SEBIAN	SEBIAN YEW	24" BB	30" O.C. SPACING
HS	106	6	3	HIBISCUS SYRIACUS 'ALTHEA'	ALTHEA ROSE OF SHARON	5' CONT	36" HIGH MIN.
PAC	424	-	-	FACHYSANDRA T. 'GREEN CARPET'	GREEN CARPET FACHYSANDRA	24' FLAT	12" HIGH MIN.
GD	424	24	-	GERANIUM S. 'ALPENGLOW'	ALPENGLOW GERANIUM	24' FLAT	12" HIGH MIN.
NEP	-	24	24	NEPETA X. FAASSENII 'BLUE WONDER'	BLUE WONDER NEPETA	1" CONT	18" HIGH MIN.

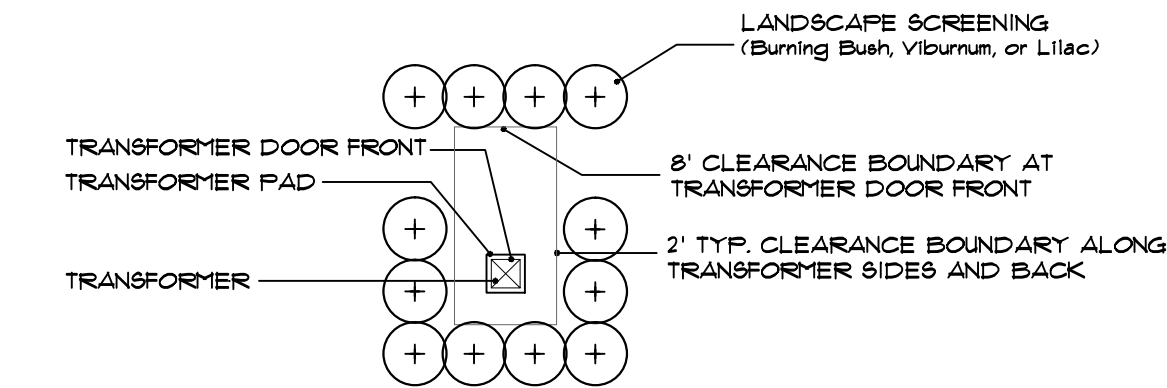
### landscape maintenance notes:

LANDSCAPE MAINTENANCE PROCEDURES AND FREQUENCIES TO BE FOLLOWED SHALL BE SPECIFIED ON THE LANDSCAPE PLAN, ALONG WITH THE MANNER IN WHICH THE EFFECTIVENESS, HEALTH AND INTENDED FUNCTIONS OF THE VARIOUS LANDSCAPE AREAS ON THE SITE WILL BE ENSURED.

1. LANDSCAPING SHALL BE KEPT IN A NEAT, ORDERLY AND HEALTHY GROWING CONDITION, FREE FROM DEBRIS AND REFUSE.

2. PRUNING SHALL BE MINIMAL AT THE TIME OF INSTALLATION, ONLY TO REMOVE DEAD OR DISEASED BRANCHES. SUBSEQUENT PRUNING SHALL ASSURE PROPER MATURATION OF PLANTS TO ACHIEVE THEIR APPROVED PURPOSE.

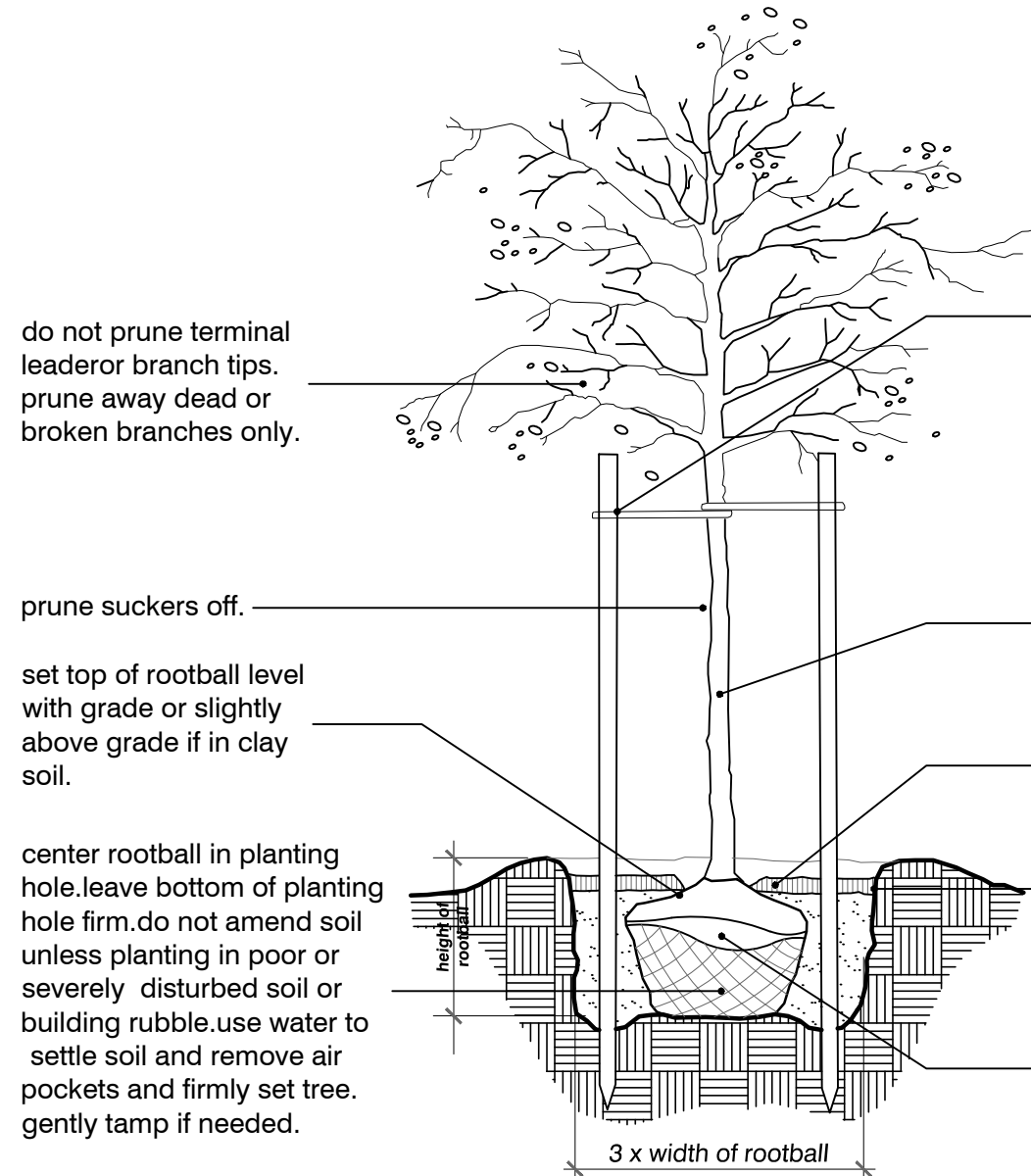
3. ALL DEAD OR DISEASED PLANT MATERIAL SHALL BE REMOVED AND REPLACED WITHIN SIX (6) MONTHS AFTER IT DIES OR IN THE NEXT PLANTING SEASON, WHICHEVER OCCURS FIRST. THE PLANTING SEASON FOR DECIDUOUS PLANTS SHALL BE BETWEEN MARCH 15 AND NOVEMBER 15 OR UNTIL THE PREPARED SOIL BECOMES FROZEN. THE PLANTING SEASON FOR EVERGREEN PLANTS SHALL BE BETWEEN MARCH 1 AND JUNE 1. PLANT MATERIAL INSTALLED TO REPLACE DEAD OR DISEASED MATERIAL SHALL BE AS CLOSE AS PRACTICAL TO THE SIZE OF THE MATERIAL. IT IS INTENDED TO REPLACE.



transformer pad planting detail  
SCALE: 1"=20'-0"

A MINIMUM OF 2' SEPARATION BETWEEN TRANSFORMER AND FULL GROWN SHRUBS AND TREES. GROUND COVERS ALLOWED UP TO TRANSFORMER PAD IF MAINTAINED BELOW 4" FULL GROWTH. IF TRANSFORMER FACES TOWARDS THE HOUSE, THEN THE SAME CONDITIONS EXIST. NO FULL GROWTH IN FRONT OF THE TRANSFORMER FOR AT LEAST A MINIMUM OF 8'. THERE ARE NO WAIVERS GRANTED TO THE ABOVE CONDITION. DETAIL PER THE DETROIT Edison COMPANY SERVICE PLANNING DEPARTMENT (9-11-96)

SEE ENGINEERING PLANS FOR PROPOSED LOCATIONS, TOTAL NUMBER OF TRANSFORMERS AND FINAL LOCATION PER DETROIT Edison REQUIREMENTS.



tree planting detail  
no scale

do not stake trees unless in heavy clay soil, windy conditions, 3' or greater diameter tree trunk or large crown. if staking is needed due to these conditions:- stake with 2x2 hardwood stakes or approved equal driven 6'-8" outside of rootball. - loosely stake tree trunk to allow for trunk flexing. - stake trees just below first branch with 2"-3" wide belt-like, fabric straps (2 per tree on opposite sides of tree, connect from tree to stake horizontally. do not use rope wire thru a hose.). - remove all staking materials after 1 year.

remove nursery applied tree wrap, tape or string from tree trunk and crown. remove any tags or labels.

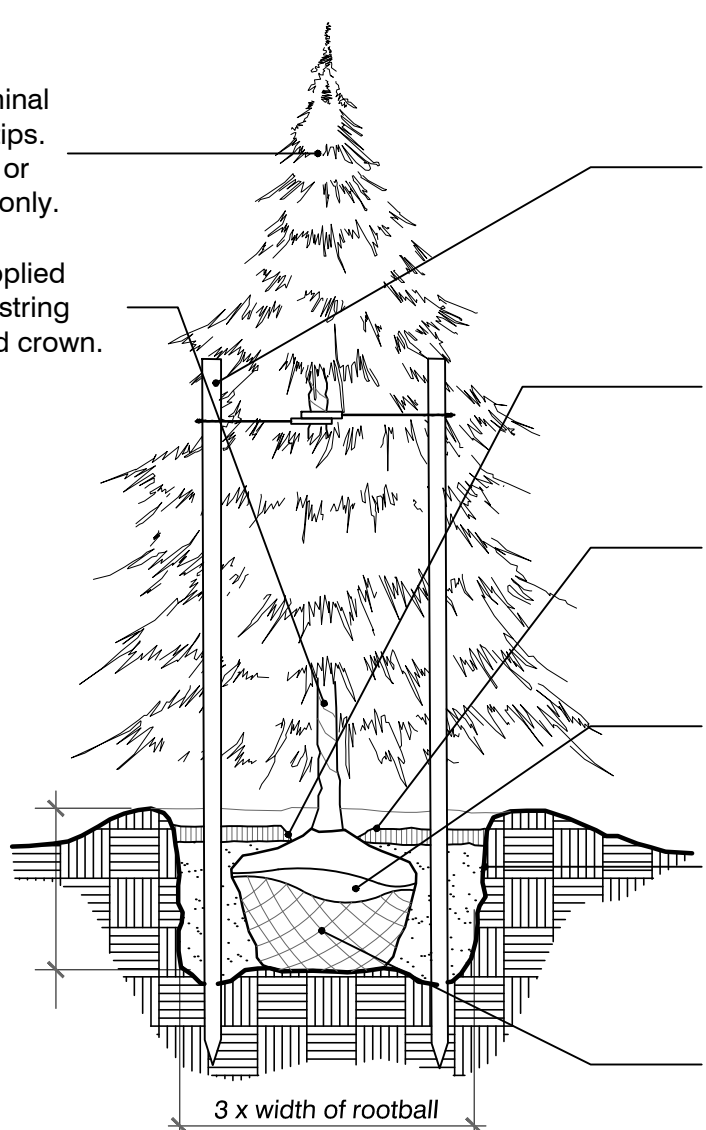
mulch 2"-3" depth with shredded hardwood bark. mulch shall be neutral in color. leave 3" circle of bare soil at base of tree trunk.

break up (scarify) sides of planting hole.

fold down or pull back string, burlap or plastic exposing rootball. remove all non-degradable materials. do not remove soil from the rootball.

do not prune terminal leader or branch tips. prune away dead or broken branches only.

remove nursery applied tree wrap, tape or string from tree trunk and crown.



evergreen planting detail  
no scale

stake with 2x2 hardwood stakes or approved equal driven 6'-8" outside of rootball. loosely stake tree trunk to allow for trunk flexing. stake trees just below first branch with 2"-3" wide belt-like, fabric straps (2 per tree on opposite sides of tree, connect from tree to stake horizontally. do not use rope wire thru a hose.). remove all staking materials after 1 year.

set top of rootball level with grade or slightly above grade if in clay soil.

mulch 2"-3" depth with shredded hardwood bark. mulch shall be neutral in color. leave 3" circle of bare soil at base of tree trunk.

fold down or pull back string, burlap or plastic exposing rootball. remove all non-degradable materials. do not remove soil from the rootball.

break up (scarify) sides of planting hole.

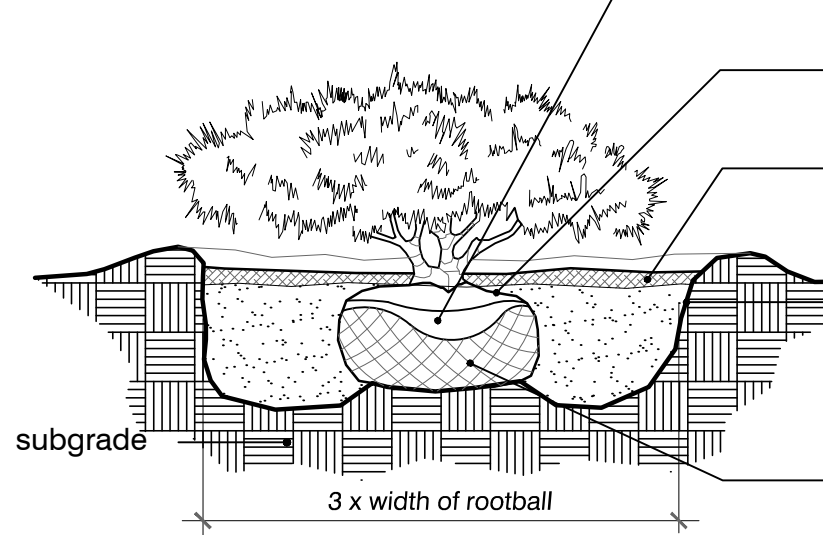
center rootball in planting hole. leave bottom of planting hole firm. do not amend soil unless planting in poor or severely disturbed soil or building rubble. use water to settle soil and remove air pockets and firmly set tree. gently tamp if needed.

### lawn area reference plan

SCALE: 1"=160'-0"

#### hatch pattern legend

- AREAS TO RECEIVE IRRIGATION AND SOD
- AREAS TO RECEIVE DETENTION POND SEED MIX. NO-MOW AREA
- AREAS TO RECEIVE HYDROSEED



shrub planting detail  
no scale

fold down or pull back string, burlap or plastic exposing rootball. remove all non-degradable materials. do not remove soil from the rootball

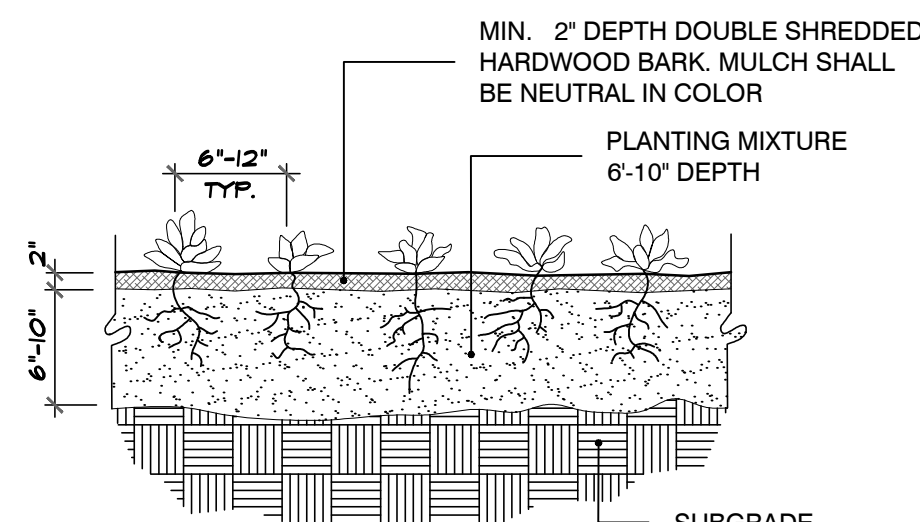
set top of rootball level with grade or slightly above grade if in clay soil mulch 2"-3" depth with shredded hardwood bark. mulch shall be neutral in color.

break up (scarify) sides of planting hole.

center rootball in planting hole. leave bottom of planting hole firm. do not amend soil unless planting in poor or severely disturbed soil or building rubble. use water to settle soil and remove air pockets and firmly set shrub. gently tamp if needed.

#### note:

NO PROPOSED CANOPY TREES OR EVERGREEN TREES TO BE INSTALLED OVER ANY PROPOSED OR EXISTING WATER OR SANITARY EASEMENT. SEE ENGINEERING PLANS FOR FINAL LOCATIONS



perennial planting detail  
no scale

Community Land Planner and  
registered Landscape Architect  
24333 Orchard Lake Rd, Suite G  
Farmington Hills, MI 48336  
ph. (248) 557-5588  
fax. (248) 557-5416

seal:



client:

**Landtec  
Companies**

project:

### Hills of Woodbridge

A PLANNED MULTI-FAMILY  
RESIDENTIAL COMMUNITY

project location:

Orion Township,  
Michigan  
Lapeer Rd.

sheet title:

### BLDG. FOUNDATION & PLANT DETAILS

job no./issue/revision date:

LS20.048.03 SPA 3-04-2020

LS20.048.03 SPA 7-11-2020

LS20.048.11 SPA 11-9-2020

LS210.015.01 SPA 1-11-2021

LS210.015.03 SPA 3-10-2021

LS210.015.05 SPA 5-24-2021

drawn by:

JP, DK, PH

checked by:

FP

date:

1-04-2021

notice:

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The location and elevations of existing underground utilities as shown on this drawing are only approximate. no guarantee is either expressed or implied as to the completeness of accuracy. contractor shall be exclusively responsible for determining the exact location and elevation prior to the start of construction

project no:

LS21.015.03

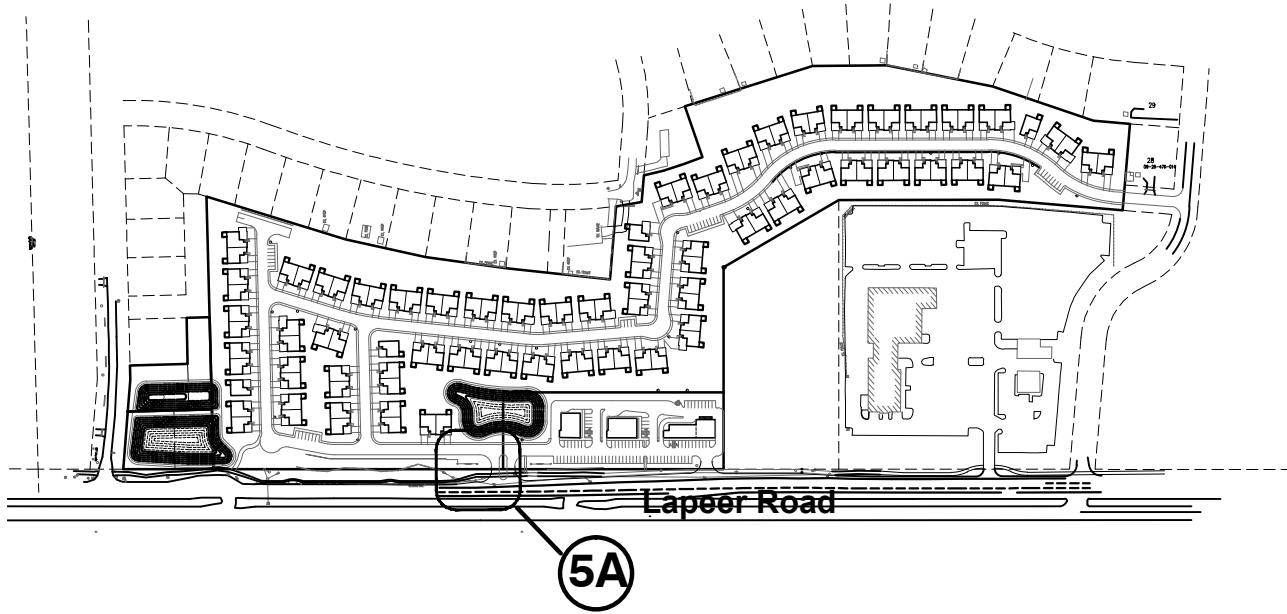
sheet no:

**LS-4** of 6



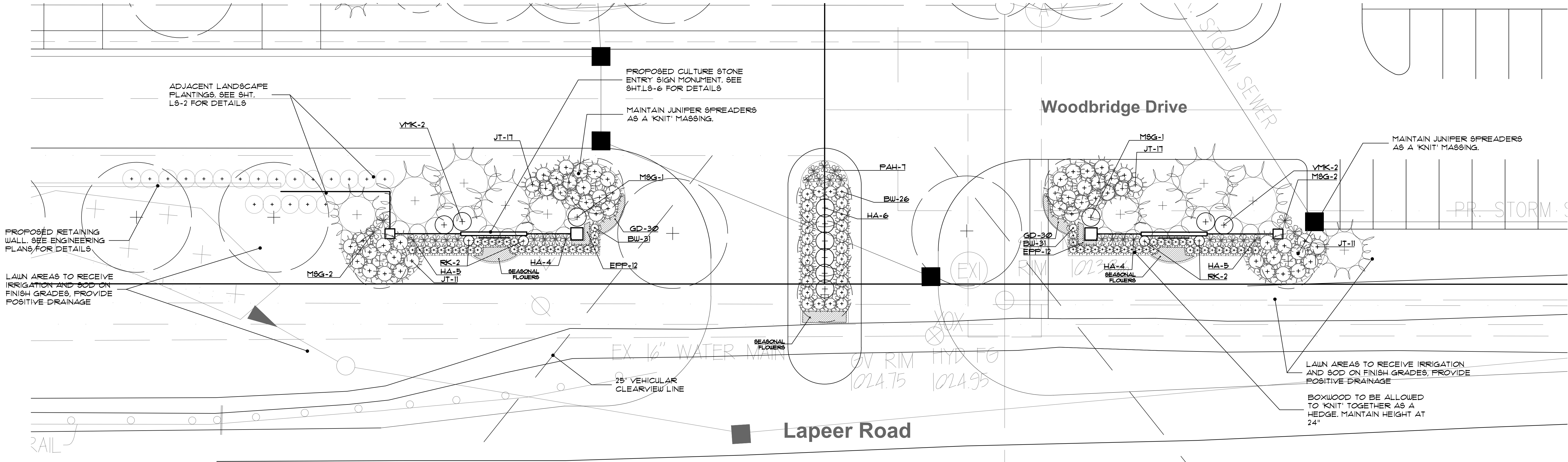
plant material list

key	quant.	botanical name	common name	size	comments
	5A	SHRUBS			
HA	24	HYDRANGEA ANNABELLE	ANNABELLE HYDRANGEA	5' CONT.	
RK	4	ROSA X. 'OSA EASY DOUBLE RED'	OSA EASY DOUBLE RED ROSE	5' CONT.	
VMK	4	VIBURNUM XB. 'MOHAUK'	MOHAUK VIBURNUM	3 1/2' BB	
BW	80	BUXUS M. 'GREEN VELVET'	GREEN VELVET BOXWOOD	18" BB	42" O.C. SPACING
JT	56	JUNIPERUS S. 'TAMARISAFOLIA'	TAM'S JUNIPER	24"-30" BB	
PAH	1	PENNISETUM ALOPECUROIDES 'HAIELN'	DWARF FOUNTAIN GRASS	5' CONT.	
EPP	24	ECHINACEA 'POW WOW WILDBERRY'	POW WOW WILDBERRY CONEFLOWER	5' CONT.	
GD	60	GERANIUM SANGUINEUM 'ALPENGLOW'	ALPENGLOW GERANIUM	5' CONT.	
MSG	6	MISCANTHUS SINENSIS 'MORNING LIGHT'	MORNING LIGHT JAPANESE SILVER GRASS	5' CONT.	



key reference map

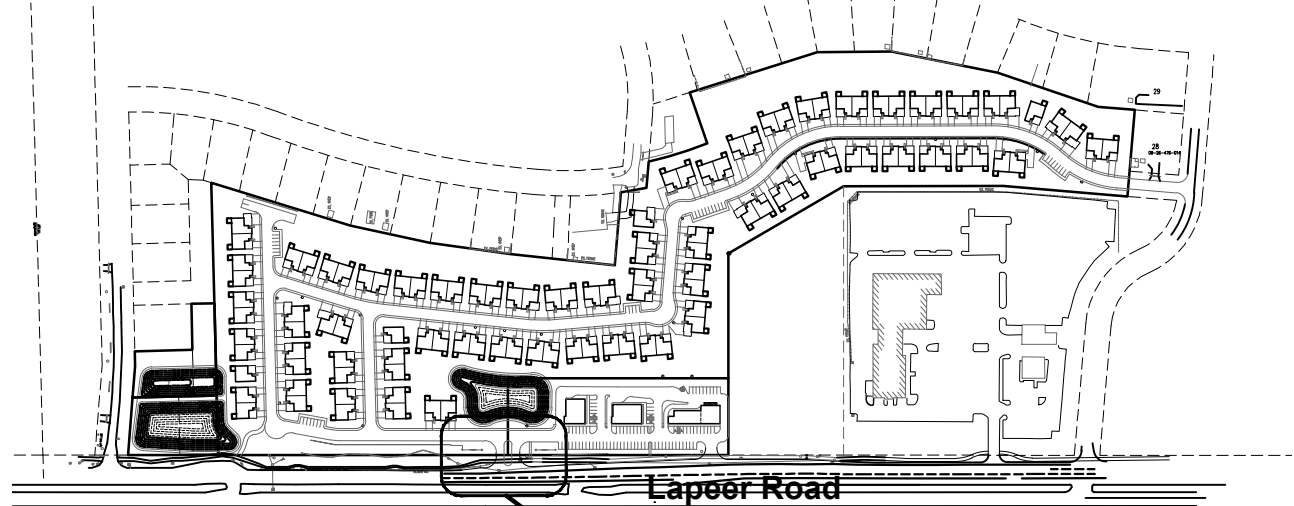
NO SCALE



5A entry planting detail

SCALE: 1"=10'-0"





### key reference map

NO SCALE

### entry wall monument sign notes:

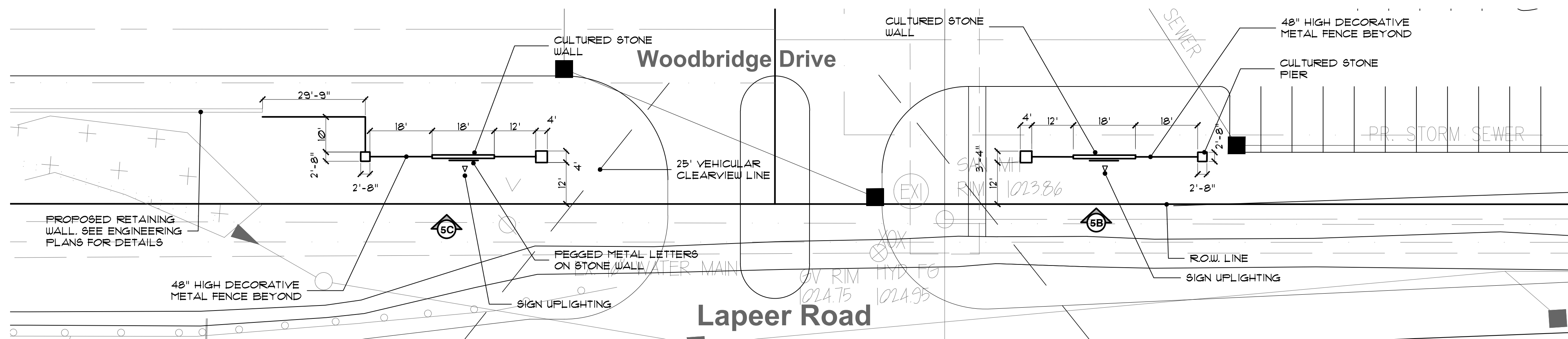
1. LOCATE AND STAKE ALL EXISTING AND PROPOSED UTILITIES PRIOR TO CONSTRUCTION. COORDINATE ANY ADJUSTMENTS WITH ARCHITECT.
2. ALL ENTRY WALL LIGHTING SHALL BE CONTROLLED WITH A 'PHOTO-EYE' SWITCH. ALL LIGHTING SHALL BE SHIELDED FROM PUBLIC ROW'S AND ADJACENT PROPERTIES.
3. SEE LANDSCAPE PLAN FOR PROPOSED PLANTINGS ADJACENT TO PROPOSED ENTRY SIGN MONUMENTS, PIERS & FENCES.
4. VERIFY SOIL BEARING CAPACITY PRIOR TO ENTRY SIGN MONUMENT & PIER CONSTRUCTION. IF SOIL BEARING CAPACITY FALLS BELOW STANDARD REQUIREMENTS, CONSULT STRUCTURAL ENGINEER FOR RECOMMENDATION OF FINAL ENTRY MONUMENT & PIER FOOTING DESIGN.
5. SIGN TEXT AND LOGO DESIGN BY OTHER. PRIOR TO SIGN INSTALLATION, PERMITS TO BE OBTAINED PER ORION TWP. REQUIREMENTS AND APPROVALS.
6. ALL INFORMATION CONTAINED HEREIN IS SUBJECT TO APPROVAL AND PERMITS TO BE OBTAINED PRIOR TO CONSTRUCTION.
7. FOOTINGS SHALL BEAR ON FIRM, UNDISTURBED SOIL WITH AN ASSUMED SAFE BEARING CAPACITY OF 2000 P.S.I. IF SOIL OF THIS CAPACITY IS NOT FOUND AT THE ELEVATIONS INDICATED, FOOTINGS SHALL BE ENLARGED OR LOWERED AT THE DIRECTION OF THE SOIL ENGINEER. VERIFY FOUNDATION SOIL BEARING PRESSURE IN FIELD BY SOILS ENGINEER.
8. MINIMUM CONCRETE STRENGTH TO BE 3000 P.S.I. @ 28 DAYS, U.O.N. SLABS SHALL BE 3500 P.S.I. MIN. U.O.N. EXPOSED CONCRETE SHALL BE 4000 P.S.I. WITH 6% ± 1% ENTRAINED AIR U.O.N.
9. ALL CONCRETE WORK AND PLACEMENT SHALL CONFORM TO THE LATEST RECOMMENDATIONS OF A.C.I.
10. PROVIDE MINIMUM 3" CONCRETE COVER FOR REINFORCEMENT BARS BELOW GRADE AND MINIMUM 2" CONCRETE COVER FOR REINFORCEMENT BARS ABOVE GRADE.



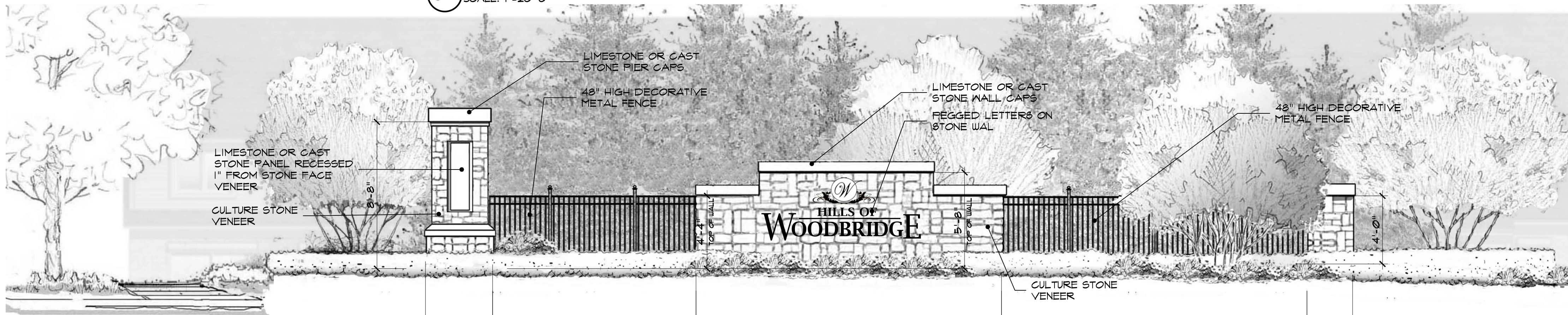
### sign panel uplighting

( 2-CONDITIONS )

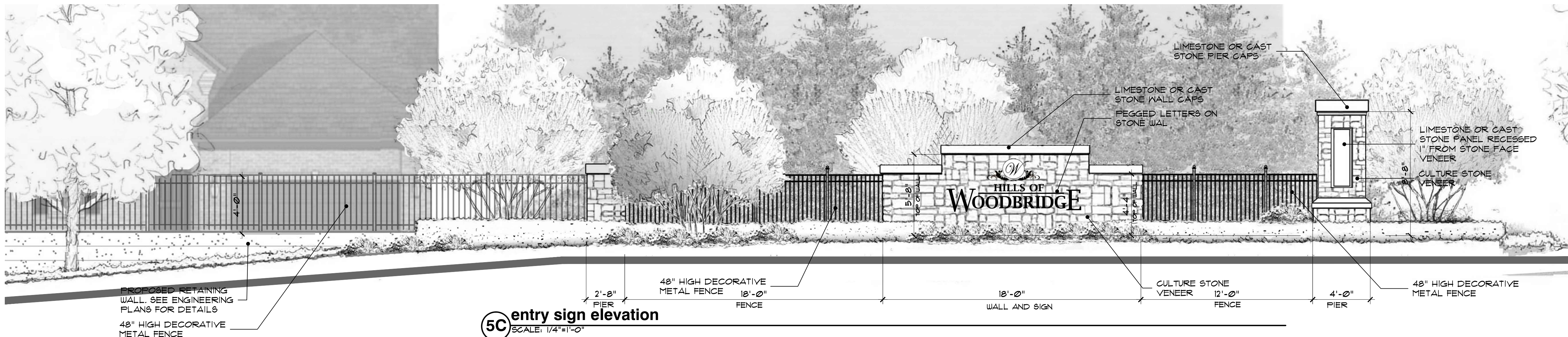
MANUFACTURER:  
COPPER LIGHTING OR EQUAL  
GRANVILLE BUSINESS PARK, BLDG. A  
1121 HIGHWAY 14 SOUTH  
PEACHTREE, GA 30269  
PH. 770-486-4800  
MODEL: SF FALCON OR EQUAL  
(150W METAL HALIDE)  
FINISH: BRONZE



5A entry sign site plan  
SCALE: 1"=20'-0"



5B entry sign elevation  
SCALE: 1/4"=1'-0"

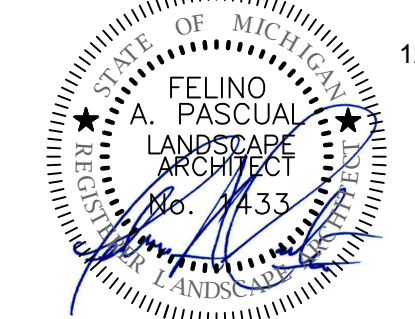


5C entry sign elevation  
SCALE: 1/4"=1'-0"



5D entrance monument street view elevation  
SCALE: 1/8"=1'-0"

seal:



client:

**Landtec  
Companies**

project:

**Hills of  
Woodbridge**

A PLANNED MULTI-FAMILY  
RESIDENTIAL COMMUNITY

project location:

Orion Township,  
Michigan  
Lapeer Rd.

sheet title:

**ENTRY MONUMENT**

job no./issue/revision date:

LS20.048.03 SPA	3-04-2020
LS20.048.03 SPA	7-11-2020
LS20.048.11 SPA	11-9-2020
LS210.015.01 SPA	1-11-2021
LS210.015.03 SPA	3-10-2021
LS210.015.05 SPA	5-24-2021

drawn by:

JP, DK, PH

checked by:

FP

date:

1-04-2021

notice:

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drawing are only approximate; no guarantee  
is either expressed or implied as to the  
completeness of accuracy; contractor shall be  
exclusively responsible for determining the  
exact location and elevation prior to the start  
of construction

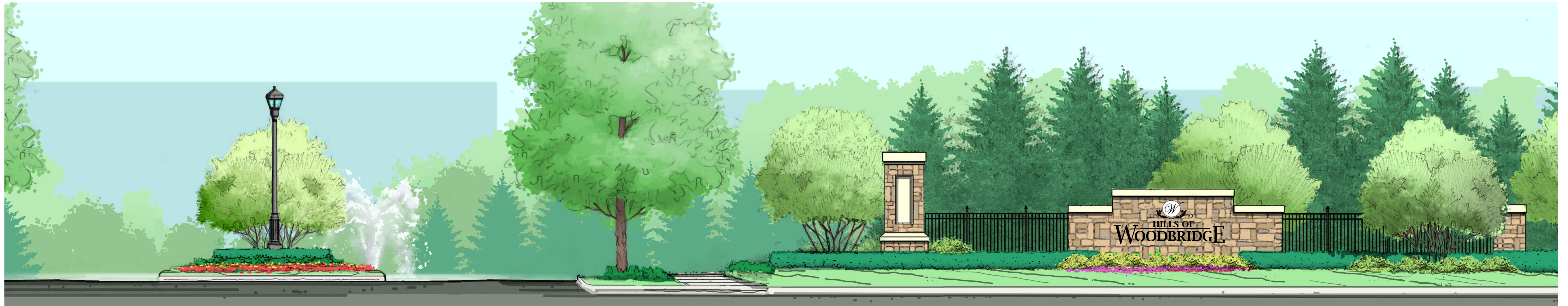
project no:

LS21.015.03

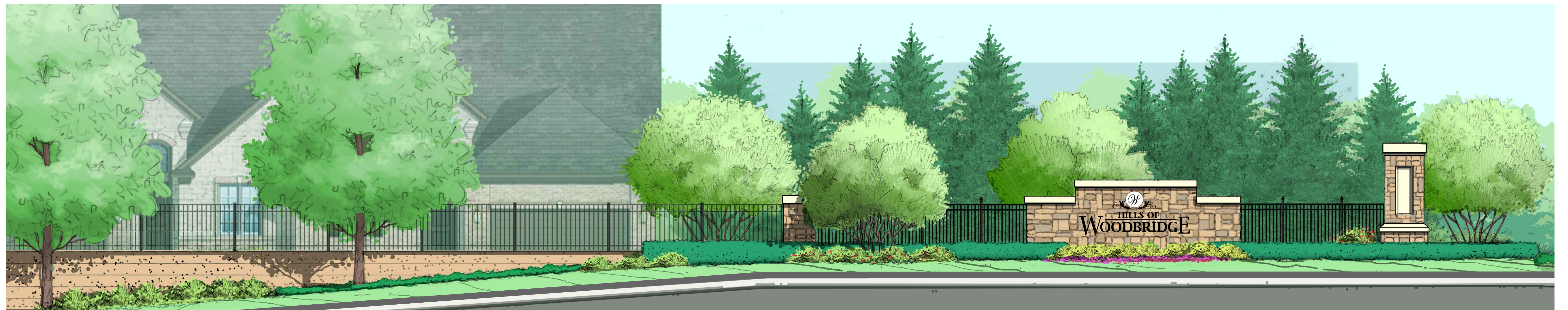
sheet no:

**LS-6** of 6





**5B** entry sign elevation  
SCALE: 1/4"=1'-0"



**5C** entry sign elevation  
SCALE: 1/4"=1'-0"



**5D** entrance monument street view elevation  
SCALE: 1/8"=1'-0"





## key reference map

NO SCALE

**entry wall monument sign notes:**

1. LOCATE AND STAKE ALL EXISTING AND PROPOSED UTILITIES PRIOR TO CONSTRUCTION. COORDINATE ANY ADJUSTMENTS WITH ARCHITECT.
2. ALL ENTRY WALL LIGHTING SHALL BE CONTROLLED WITH A PHOTO-EYE SWITCH. ALL LIGHTING SHALL BE SHIELDED FROM PUBLIC ROW'S AND ADJACENT PROPERTIES.
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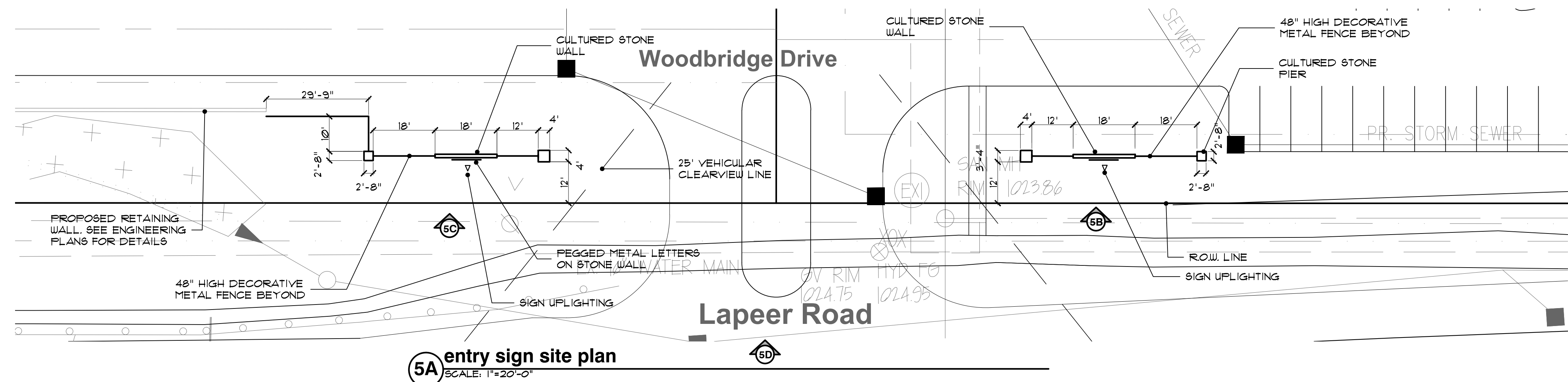
## sign panel uplighting

( 2-CONDITIONS )

MANUFACTURER:  
COPPER LIGHTING OR EQUAL  
GRANVILLE BUSINESS PARK, BLDG. A  
1121 HIGHWAY 74 SOUTH  
PEACHTREE, GA 30269  
FH, 770-486-4800

MODEL: SF FALCON OR EQUAL  
(150W METAL HALIDE)

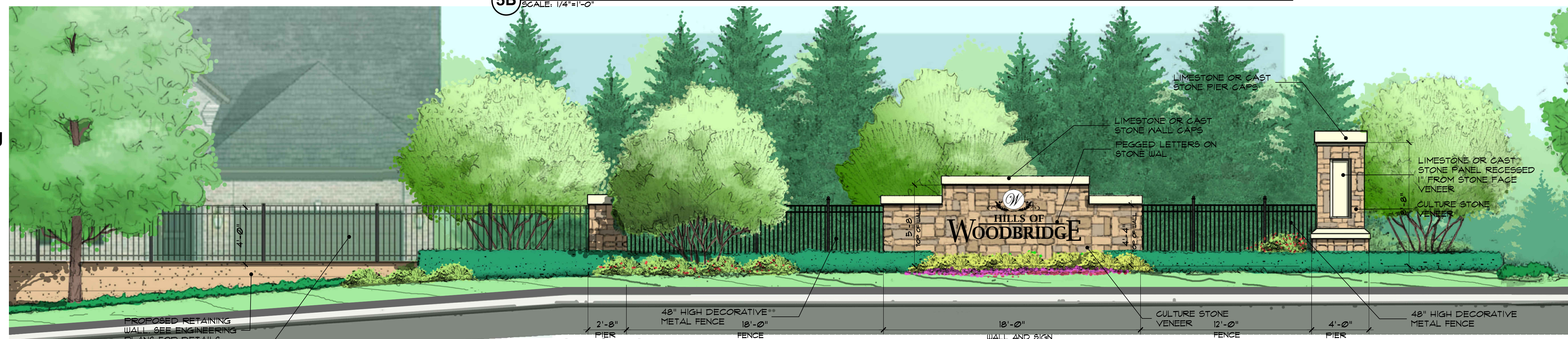
FINISH : BRONZE



**5A** entry sign site plan  
SCALE: 1"=20'-0"



**5B** entry sign elevation

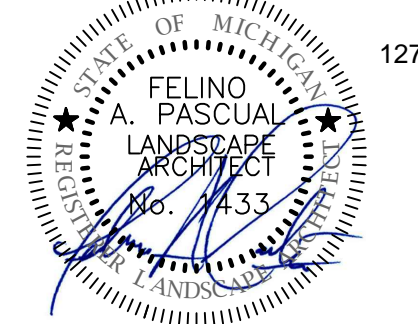


**5C** entry sign elevation  
SCALE: 1/4" = 1'-0"



**5D entrance monument street view elevation**  
SCALE: 1/8"=1'-0"

seal:



127

client:

# Landtec Companies

project:

## Hills of Woodbridge

A PLANNED MULTI-FAMILY  
RESIDENTIAL COMMUNITY

project location:

Orion Township,  
Michigan  
Lapeer Rd.

sheet title:

## ENTRY MONUMENT

job no./issue/revision date:

LS20.048.03 SPA	3-04-2020
LS20.048.03 SPA	7-11-2020
LS20.048.11 SPA	11-9-2020
LS210.015.01 SPA	1-11-2021
LS210.015.03 SPA	3-10-2021
LS210.015.05 SPA	5-24-2021

drawn by:  
**JP, DK, PH**

checked by:

date: \_\_\_\_\_

1-04-2021

notice:  
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project no:

LS21.015.03

sheet no:

LS-6 of 6



**EXHIBIT “A”**

**HILLS OF WOODBRIDGE CONDOMINIUM**

**BYLAWS**

**ARTICLE I**

**ASSOCIATION OF CO-OWNERS**

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

**ARTICLE II**

**ASSESSMENTS**

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

**Section 1.     Assessments for Common Elements.** All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

**Section 2.     Determination of Assessments.** Assessments shall be determined in accordance with the following provisions:

**(a)     Budget; Regular Assessments.** The Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs,



removal, and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Association, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget. The annual assessments as so determined and levied shall constitute a lien against all Units as of the first day of the fiscal year to which the assessments relate. Failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Association at any time decide, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient (a) to pay the costs of operation and management of the Condominium, (b) to provide replacements of existing Common Elements, (c) to provide additions to the Common Elements not exceeding \$2,500.00 annually for the entire Condominium Project, or (2) in the event of an emergency or as required in connection with its reimbursement obligation, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) **Special Assessments.** Special assessments, in addition to those required in subparagraph (a) above, may be made by the Association from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$2,500.00 per Unit for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit, or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Association) shall not be levied without the prior approval of more than 66 2/3% of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

(c) **Initial Working Capital Account.** To establish an initial working capital account for the Condominium, a first purchaser of a Condominium Unit from the Developer, at the time of closing, shall pay to the Association a sum equal to ~~three (3)~~two (2) monthly assessment installments, which sum shall be non transferable and nonrefundable.

(d) **Co-Owner Charges.** Sums chargeable to a Co-owner by the Association for the costs of maintenance and/or repair of the Common Elements, insurance deductibles, including collection and late charges, attorney fees, fines, and any other charges or fees provided under the Condominium Documents which are intended to be charged or assessed to individual Unit Co-owners shall be levied to the individual Co-owner with the prior approval of the Board of Directors. The authority of the Board to separately assess Co-owners pursuant to this paragraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof. Sums chargeable to a Co-owner under this paragraph shall be subject to the provisions of the Master Deed governing



Assessments, including but not limited to Penalties for Default, Liens for Unpaid Assessments and Enforcement, however excluding Section 3 provisions governing apportionment.

**Section 3. Apportionment of Assessments.** Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with each Co-owner's proportionate share of the expenses of administration as provided in Article V, Section 2 of the Master Deed and without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit except as otherwise specifically provided in the Master Deed. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in periodic installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means.

**Section 4. Developer's Responsibility for Assessments.** During the Construction and Sales Period, the Developer of the Condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment. The Developer, however, shall during the Construction and Sales Period pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of completed Units owned by Developer at the time the expense is incurred to the total number of Units in the Condominium. In no event shall Developer be responsible for payment, during the Construction and Sales Period, of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Occupied Units owned by it. Developer shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to Units not completed notwithstanding the fact that such Units not completed may have been included in the Master Deed. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. "Occupied Unit" shall mean a Unit used as a residence. "Completed Unit" shall mean a Unit with respect to which a certificate of occupancy has been issued by the Orion Charter Township.

**Section 5. Penalties for Default.** The payment of an assessment shall be in default if any installment thereof is not paid to the Association in full on or before the due date for such installment. A late charge of \$25.00 per month or such other amount as established by the Board may be assessed automatically by the Association upon each installment in default for ten or more days until paid in full. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full as determined by the Board. The Association may, pursuant to Article XIX, Section 4 and Article XX hereof, levy fines for late payment of assessments in addition to such late charge. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

**Section 6. Liens for Unpaid Assessments.** Sums assessed to Co-owner by the Association that remain unpaid, including but not limited to regular assessments and special assessments, together with interest on such sums, collection and late charges, advances made by the Association of Co-owners for taxes or other liens to



protect its lien, attorney fees, and fines in accordance with the Condominium Documents shall constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment before other liens except tax liens on the Unit in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record except that past due assessments that are evidenced by a notice of lien, recorded as set forth in Section 108 of the Condominium Act. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Co-owner shall be deemed to be assessments for purposes of this Section and Section 108 of the Act. Upon the sale or conveyance of a Unit, all unpaid assessments, interest, late charges, fines, costs, and attorney fees against the Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except amount due the state, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the Unit and payments due under a first mortgage having priority thereto.

**Section 7. Waiver of Use or Abandonment of Unit.** No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

**Section 8. Enforcement.**

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven-day written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings.** Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The Association is entitled to reasonable interest, expenses, costs and attorney fees for foreclosure by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The redemption period for a foreclosure is 6 months from the date of sale unless the property is abandoned, in which event the redemption period is 1 month from the date of sale. Further, each Co-owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by



advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. The Co-owner of a Unit subject to foreclosure and any purchaser, grantee, successor, or assignee of the Co-owner's interest in the Condominium Unit, is liable for assessments by the Association of the Co-owners chargeable to the Unit that become due before expiration of the period of redemption together with interest, advances made by the Association for taxes or other liens to protect its lien, costs and attorney fees incurred in their collection.

(c) **Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Oakland County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the ten-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

**Section 9. Statement as to Unpaid Assessments.** The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments, interest, late charges, fines, costs and other fees as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments against the Condominium Unit, together with interest, costs, fines, late charges and attorney fees, and the lien securing same, fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all other claims excluding real property taxes and first mortgages of record.

**Section 10. Liability of Mortgagee.** The mortgagee of a first mortgage of record of a Unit shall give notice to the Association of the commencement of foreclosure of the first mortgage by advertisement by serving a copy of the published notice of foreclosure required by statute upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association or to the address the Association provides to the mortgagee, if any, in those cases where the address is not registered, within 10 days after first publication. The mortgagee of a first mortgage of record shall give notice to the Association of its intent to commence foreclosure of the first mortgage by judicial action by serving a notice setting forth the names of the mortgagors, the date the mortgage was recorded, the amount claimed due on the mortgage on the date of the notice, and a description of the



mortgaged premises that substantially conforms with the description continued in the mortgage upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address, or to the address the Association provides to the mortgagee, if any, in those cases where the address is not registered, not less than 10 days before commencement of the judicial action. Failure of the mortgagee to provide notice as required shall only provide the Association with legal recourse and will not, in any event, invalidate any foreclosure proceeding between a mortgagee and mortgagor. If the mortgagee of a first mortgage of record or other purchaser of Unit obtains title to the Unit as a result of foreclosure of the first mortgage, such person, its successors, and assigns are not liable for the unpaid assessments chargeable to the Unit that become due prior to the acquisition of title to the Unit by such person except for assessments that have priority over the first mortgage under Section 108 of the Condominium Act.

**Section 11. Property Taxes and Special Assessments.** All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

**Section 12. Personal Property Tax Assessment of Association Property.** The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

**Section 13. Construction Lien.** A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

### **ARTICLE III ARBITRATION AND LITIGATION**

**Section 1. Arbitration Among or Between Co-Owners or Co-Owners and the Association.**

(a) **Scope and Election.** Disputes, claims, or grievances arising out of or relating to the interpretation of the application of the Condominium Documents, or any disputes, claims, or grievances arising out of disputes among or between Co-owners or between Co-Owners or the Association, shall be submitted to Arbitration upon the election and written consent of the parties to any such disputes, claims, or grievances and upon written notice to the Association.

(b) **Arbitration.** With respect to all arbitration under this Section: (i) judgment of the circuit court of the State of Michigan for the jurisdiction in which the Condominium Project is located may be rendered upon any award pursuant to such arbitration and the parties thereto shall accept the arbitrator's decision as final and binding; (ii) the Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to such arbitration; (iii) the period of limitations prescribed by law for the bringing of a civil action shall apply equally to the requirement or agreement to settle by arbitration; (iv) all costs of arbitration shall be allocated in the manner provided by the arbitration association; (v) the method of appointment of the arbitrator or arbitrators shall be pursuant to rules of the arbitration association; (vi) the arbitration shall proceed according to MCL 600.5001 to 600.5065 of Act No. 236 of the Public Acts of 1961, as amended, which may be supplemented by the rules of the arbitration association, and (vii) the agreement to arbitrate precludes the parties from litigating such claims in the courts.

(c) **Judicial Relief.** In the absence of the election and written consent of the parties to arbitrate as provided pursuant to Section 1(a) above, no Co-owner or the Association adversely affected by a violation of or failure to comply with the Act or rules promulgated under the Act, or a provision of an



agreement or master deed shall be precluded from petitioning a court of competent jurisdiction to resolve any dispute, claim, or grievances.

(d) **Election of Remedies.** The election by the parties to submit any dispute, claim, or grievance to arbitration prohibits the parties from petitioning the courts regarding that dispute, claim, or grievance.

**Section 2. Arbitration Between the Developer and Co-owner(s) and/or the Association.** By purchase of a Unit, Co-owners agree as follows:

(a) **Arbitration Between the Developer and Co-owner(s).** With respect to any claim that might be the subject of a civil action between a purchaser, Co-owner, or person occupying a restricted Unit under Section 104b of the Act and the Developer, which claim involves an amount of Two Thousand Five Hundred Dollars (\$2,500.00) or less and arises out of or relates to the Common Elements of the Project, such claim shall be settled by arbitration at the exclusive option of the purchaser, Co-owner, or person occupying a restricted Unit under Section 104b of the Act. All other claims may be settled by arbitration in the sole discretion of the Developer.

(b) **Arbitration Between the Developer and the Association.** With respect to any claim that might be the subject of a civil action between the Association and the Developer, which claim arises out of or relates to the Common Elements of the Condominium Project, if the amount of the claim is Ten Thousand Dollars (\$10,000.00) or less such claim shall be settled by arbitration, at the exclusive option of the Association. All other claims may be settled by arbitration in the sole discretion of the Developer.

(c) **Arbitration.** With respect to all arbitration under this Section: (i) judgment of the circuit court of the State of Michigan for the jurisdiction in which the Condominium Project is located may be rendered upon any award pursuant to such arbitration and the parties thereto shall accept the arbitrator's decision as final and binding; (ii) the Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to such arbitration; (iii) the period of limitations prescribed by law for the bringing of a civil action shall apply equally to the requirement or agreement to settle by arbitration; (iv) all costs of arbitration shall be allocated in the manner provided by the arbitration association; (v) the method of appointment of the arbitrator or arbitrators shall be pursuant to rules of the arbitration association; (vi) the arbitration shall proceed according to MCL 600.5001 to 600.5065 of Act No. 236 of the Public Acts of 1961, as amended, which may be supplemented by the rules of the arbitration association, and (vii) the agreement to arbitrate precludes the parties from litigating such claims in the courts.

(d) **Section 107 Action by Co-owners.** Nothing in this Section shall, however, prohibit a co-owner from maintaining an action in court against the Association and its officers and directors to compel these persons to enforce the terms and provisions of the Condominium Documents, nor to prohibit a co-owner from maintaining an action in court against any other co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

**Section 3. Litigation/Arbitration on behalf of Association.** Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend, or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association, the commencement of any civil action or arbitration (other than one to enforce these Bylaws or to collect delinquent assessments) shall require the approval of a majority of the Co-



owners, and shall be governed by the requirements of this Section. The requirements of this Section will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the costs of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation through additional or special assessments where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Section. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

(a) **Pre-Litigation/Arbitration Requirements.** Prior to commencing a civil action (including arbitration) on behalf of the Association, the Board of Directors shall (i) call a special meeting of the Co-owners for the express purpose of evaluating the merits of the proposed litigation ("Litigation Evaluation Meeting"); (ii) at least 10 days prior to the date scheduled for the Litigation Evaluation Meeting, issue a written report to all Co-owners outlining the Board's recommendation that a civil suit be filed, such report shall include a full disclosure of all attempts made by the Board to settle the controversy; (iii) present to the Co-owners, prior to or at the Litigation Evaluation Meeting, the Board of Directors' written recommendation of the proposed attorney for the civil action. Such recommendation shall include, the name and affiliations of the attorney, the number of years the attorney has practiced law, the name and address of every condominium and homeowner association for which the attorney has filed a civil action together with the case number, county, and court in which each action was filed, the litigation attorney's proposed written fee agreement, the litigation attorneys' total estimated cost of the civil action through a trial on the merits, including legal fees, court costs, expert witness fees and all other expenses expected to be incurred, the litigation attorney's written estimate of the amount the Association is likely to recover in the suit net of legal fees, court costs, expert witness fees, and all other expenses expected to be incurred in the litigation, the attorney's billing and payment policies and the litigation attorney's commitment to provide written status reports of the litigation, settlement progress, and updated cost and recovery estimates no less than every 30 days; (iv) present to the Co-owners prior to or at the Litigation Evaluation Meeting the amount to be specially assessed against each Unit in the Condominium to fund the total estimated cost of the civil action through a trial on the merits in both total and on a monthly per Unit basis.

(b) **Co-owner Litigation/Arbitration Approval.** At the Litigation Evaluation Meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney proposed by the Board of Directors. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) must be approved by 66 2/3% of the Co-owners.

(c) **Litigation/Arbitration Assessment.** All fees estimated to be incurred in pursuit of any civil action subject to paragraph (a) above shall be paid only by special assessment of the Co-owners, which special assessment must be approved at the Litigation Evaluation Meeting. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months. If at any time during the course of the action, the Board of Directors determines that the approved special litigation assessment is inaccurate or requires revision, the Board of Directors shall immediately prepare a revised estimate of the total cost of litigation. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as the litigation evaluation meeting.

(d) **Independent Expert Opinion.** If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert



opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion, the Board of Directors shall conduct its own investigation as to the qualification of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the Litigation Evaluation Meeting.

(e) **Litigation/Arbitration Reviews.** The Board of Directors shall meet monthly during the course of any civil action to discuss and review: (i) the status of the litigation; (ii) the status of settlement efforts, if any; and (iii) the attorney's written report. In addition, a copy of the minutes from the litigation review meeting, together with a copy of any reports submitted to the Board of Directors, shall be mailed to each Co-owner within 30 days of each Litigation Review Meeting.

(f) **Disclosure of Litigation Expenses.** The litigation expenses, including attorney's fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association shall be fully disclosed to Co-owners in the Association's annual budget. In addition, litigation expenses shall be made reasonably available for Co-owner review on written request of a Co-owner.

#### ARTICLE IV INSURANCE

**Section 1. Extent of Coverage.** The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and liability insurance, officers' and directors' liability insurance, and workmen's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable, or necessary, pertinent to the ownership, use, and maintenance of the General Common Elements and such insurance shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of Association.** All such insurance shall be purchased by the Association for the benefit of the Association, the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) **Insurance of Common Elements.** All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed, for some reason, to be



equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverage, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverage. It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for any and all structures, fixtures, equipment, trim and other items or attachments constructed within the Unit or upon any Limited Common Elements appurtenant thereto whether or not installed by the Developer, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

(c) **Premium Expenses.** All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article XI of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

(e) **Deductible.** When a claim is made on any of the insurance policies maintained by the Association for damage to the Common Elements which damage resulted from Co-owner action or failure to act, including but not limited to damage resulting from misuse of any of the Common Elements by a Co-owner, his family, guests, agents or invitees, as determined by the Board of Directors in its sole discretion, the deductible shall be paid by the Co-owner of such Unit causing such damage. In all other instances, the deductible shall be a cost of administration paid by the Association.

**Section 2. Responsibilities of Co-owners.** Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the Unit and all other structures and improvements constructed or to be constructed within the perimeter of the Condominium Unit, and for personal property located therein or thereon or elsewhere on the Condominium Project. Where structures and improvements are common to more than one Unit (other than General Common Elements insured by the Association), the Co-owners of such Units may collectively and jointly obtain such insurance as is necessary to properly insure the Units, structures and improvements. There is no responsibility on the part of the Association to insure any of such structures or other improvements whatsoever other than as provided in Section 1 above. All such insurance shall be carried by each Co-owner or Co-owners in an amount equal to the maximum insurable replacement value. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may, but shall not be obligated to, obtain such insurance on behalf of such Co-owner(s) and the premiums therefor shall constitute a lien against the Co-owner's Unit which may be collected from the offending Co-owner(s) in the same manner that Association assessments may be collected in accordance with Article II hereof. Each Co-owner also shall be obligated to obtain insurance coverage for personal liability for occurrences within the perimeter of the Unit or the Common Elements (naming the Association and the Developer during the Construction and Sales Period as insureds), and also for any other personal insurance coverage that the Co-owner wishes to carry. Such insurance shall be carried in such minimum amounts as may be specified by the Association, however, such coverage shall not be less than \$1,000,000 (and as specified by the Developer during the Construction and Sales Period) and each Co-owner shall furnish evidence of such coverage to the Association or



the Developer upon request. The Association shall under no circumstances have any obligation to obtain any of the insurance coverages described in this Section 2 or any liability to any person for failure to do so. All such insurance shall be purchased by the Co-owner and name the Association as an additional insured party, and provision shall be made for the Association to receive 30 days written notice prior to cancellation of any such insurance.

**Section 3      Contractor Insurance.** Each Co-owner which retains any maintenance and alteration contractors to perform work on a Co-owners Unit is responsible to hire only maintenance and alteration contractors that are properly licensed and insured, which insurance coverage shall include coverage for damages to the Common Elements and Units within the Project resulting from the contractors work. Each Co-owner shall be responsible, to the extent that the Association insurance proceeds are insufficient or such insurance proceeds do not cover the full cost of repair and/or restoration of the Common Elements, for damages caused by the Co-owner, his family, guests, agents, pets or invitees. Any costs of repair and restoration related to damages to the Common Elements resulting from the actions for which a Co-owner, his family, guests, agents pets or invitees is found to have been responsible, as determined by the Board of Directors in its sole discretion, may be charged to and collected from the Co-owner.

**Section 4.      Authority of Association to Settle Insurance Claims.** Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

**Section 5.      Determination of Primary Carrier.** It is understood that there will be overlapping coverage between the Co-owners' policies and those of the Association, as required to be carried pursuant to this Article. In situations where both coverages/policies are applicable to a given loss, the provisions of this subsection shall control in determining the primary carrier. In cases of property damage to the Unit and its contents or damages to a Limited Common Element for which the Co-owner is assigned responsibility for maintenance, repair, and replacement pursuant to the provisions of Article IV of the Master Deed (including improvements and betterments), the Co-owner's policy/carrier shall be deemed to be the primary carrier. In cases of property damage to the General Common Elements or a Limited Common Element for which the Association is assigned responsibility for maintenance, repair, and replacement pursuant to the provisions of Article IV of the Master Deed the Association's policy/carrier shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the Unit or in/upon a Limited Common Element for which the Co-owner is assigned responsibility for maintenance, repair, and replacement pursuant to the provisions of Article IV of the Master Deed (including improvements and betterments), the Co-owner's policy/carrier shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the General Common Elements or in/upon a Limited Common Element for which the Association is assigned responsibility for maintenance, repair, and replacement pursuant to the provision of Article IV of the Master Deed (including improvements and betterments), the Association's policy/carrier shall be deemed to be the primary carrier. In all cases where the Association's policy/carrier is not deemed the primary policy/carrier, if the Association's policy/carrier contributes to payment of the loss, the Association's liability to the Co-owner shall be limited to the amount of the insurance proceeds, and shall not in any event require or result in the Association paying or being responsible for any deductible amount under the Co-owner's policies.



**Section 6. Waiver of Right of Subrogation.** The Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association, and their mortgagees, as a group and any other entities as may reasonably be requested as additional insureds.

**Section 7. Indemnification.** The Association and each individual Co-owner shall indemnify, defend and hold harmless every other Co-owner, the Developer, their agents, servants, employees, officers and directors, from and against damages and costs, including attorneys' fees, which they may suffer as a result of any claim, cause of action, suit, claim or judgment in connection with the loss of life, bodily injury and/or property damage arising out of an occurrence on or within such individual Co-owner's Unit or Limited Common Element or elsewhere on the Condominium Premises if such occurrence is occasioned wholly or partly by the negligence of the Indemnifying Owner, its guests, invitees, agents, servants, employees, officers, directors, or contractors, to the fullest extent permitted by law. Each Co-owner and the Association shall carry insurance to secure this indemnity. This Section 7 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

## **ARTICLE V RECONSTRUCTION OR REPAIR**

**Section 1. Determination to Reconstruct or Repair.** If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) **Partial Damage.** If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by an affirmative vote of 80% of the Co-owners in the Condominium that the Condominium shall be terminated.

(b) **Total Destruction.** If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless 80% or more of the Co-owners agree to reconstruction by vote or in writing within 90 days after the destruction.

**Section 2. Repair in Accordance with Plans and Specifications.** Any reconstruction or repair pursuant to Section 1 above shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition and such repair shall be to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

**Section 3. Co-owner Responsibility for Repair.**

(a) **Definition of Co-owner Responsibility.** If the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with subsection (b) hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

(b) **Damage to Interior of Unit.** Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures, and all appliances, whether free-standing or built-in. In the event damage to interior walls within a Co-owner's Unit, or to pipes, wires, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by the



Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 4 of this Article V. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

**Section 4. Association Responsibility for Repair.** The Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements, except as may be otherwise provided in this Master Deed. Immediately after a casualty causing damage to property for which the Association has the responsibility of reconstruction, repair or maintenance, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair, or if at any time during reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction and/or repair of the damaged property in sufficient amounts to pay the estimated or actual costs of repair work.

**Section 5. Timely Reconstruction and Repair.** If damage to a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within 6 months after the date of the occurrence which caused damage to the property using its or his best efforts, after the date of the occurrence which caused damage to the property.

**Section 6. Eminent Domain, Non-Condominium Property.** Section 133 of the Act shall control upon any taking by eminent domain. The Association shall, if the Board of Directors determines it is necessary, be permitted to increase the general assessment to pay for the reimbursement obligation of the Association as a result of any such reconstruction or repair.

**Section 7. Notification of FHLMC and FNMA.** In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") or the Federal National Mortgage Association ("FNMA") then, upon request by FHLMC or FNMA, the Association shall give the requestor written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements if the loss exceeds \$10,000.00 in amount, or notice of damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA if the loss exceeds \$1,000.00.

**Section 8. Priority of Mortgagee Interests.** Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

## **ARTICLE VI RESTRICTIONS**

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



**Section 1. Residential Use.** No Unit in the Condominium shall be used for other than residential purposes and the Limited Common Elements appurtenant to such Unit shall be used only for purposes consistent with single-family residential use. Timesharing and/or interval ownership is prohibited.

**Section 2. Alterations and Modifications.** No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements

**Section 3. Activities.** No immoral, improper, unlawful, or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium (excepting normal and reasonable activities associated with the use of commercial building, including but not limited to pedestrian traffic, odors, noise, light, etc.). No unreasonably noisy activity shall occur in or on the Common Elements, or in any Unit at any time and disputes among Co-owners, arising as a result of this provision that cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles, or devices.

**Section 4. Aesthetics.** The Common Elements shall not be used for storage of supplies, materials, personal property, trash, or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. No unsightly condition shall be maintained on any Common Element, porch or balcony and only furniture and equipment consistent with the normal and reasonable use of such areas shall only be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. Vehicles may only be washed in area approved by the Board of Directors. No solar panel, solar collector, or similar device shall be placed, constructed, altered, or maintained on any Common Element. No Co-owner shall leave personal property of any description (including by way of example and not limitation bicycles, chairs, and benches) unattended on or about the Common Elements. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. Use of all Common Elements may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.

**Section 5. Antennas, Cable Television Dish.** No radio, television or other communication antennas or satellite dish of any type shall be installed on or outside of any structure located upon a Unit that is visible from the street or sidewalk in front of the residential structure. No antennas or satellite dish in excess of 24" in diameter shall be placed on any Unit. This section is intended to comply with the rules governing antennas adopted by the FCC effective October 14, 1996, and FCC Orders released September 25, 1998 and November 20, 1998, and is subject to review and revision to conform to any changes in the content of the FCC rules or the Telecommunications Act of 1996, as amended.

**Section 6. Signs and Advertising.** Except as permitted by the Board of Directors no signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common



Elements, including signs advertising Unit or space "For Sale" or rent or lease, in accordance with applicable Township sign ordinances.

**Section 7. Barbecues.** Charcoal grills, wood burning stoves, or fire pits may not be used anywhere on the Condominium, whether on a Limited Common Element or otherwise. Outdoor grills and cooking devices that use direct natural gas (including propane) may be used in areas designated and approved by the Developer during the Construction and Sale Period and thereafter by the Association.

**Section 8. Window Treatments.** The portion of window treatments visible from the exterior of a Unit must be white or off-white unless otherwise approved by the Developer during the Construction and Sales period and thereafter by the Association.

**Section 9. Hot Tubs Prohibited.** Hot tubs are not allowed within Units or on Common Elements without the prior written approval of the Developer during the Construction and Sales Period and thereafter by the Association. Whirlpool style bathtubs may be installed within the Units in place of the standard bathroom bathtubs by licensed plumbers.

**Section 10. Pets.** No animal, including household pets, shall be maintained by any Co-owner unless specifically approved in writing by the Association, except that a Co-owner may maintain either one (1) domesticated dog or cat, in his Condominium Unit. No animal may be kept or bred for any commercial purpose. Any animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by a responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and actual attorney fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog or other animal which barks or which can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost of the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association, although such hearing shall not be a condition precedent to the institution of legal proceedings to remove said animal. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The term "animal" or "pet" as used in this Section shall not include small domesticated animals which are constantly caged, such as small birds or fish.

**Section 11. Patios/Decks/Bays/Fireplaces.** Each Unit must contain a patio or deck within each Unit's Limited Common Element, restricted to the rear or back of each Unit only, subject to the specific Unit restrictions herein. Each Unit constructed with a bay or fireplace shall be restricted to the rear or back of each Unit only. The Limited Common Element area is set forth and depicted in the Master Deed and Exhibit B to the Master Deed. Each Co-owner, not including the Developer, is responsible to construct a patio or deck, at each Co-owner's expense, subject to the specific Unit restrictions herein. Each Co-owner constructing a patio or deck must first



obtain prior written approval of the Developer during the Construction and Sales Period and thereafter by the Association, setting forth the design plan and materials to be used for each patio or deck. The Developer (during the Construction and Sales Period) or thereafter the Association or Architectural Review Committee, as hereafter defined, shall review each patio or deck design and construction plan, as well as other construction or remodeling plans. All patios or decks shall in no instance be closer than twenty (20) feet to a rear property line, and all patios or decks in no instance shall project into the rear Limited Common Element area more than fourteen (14) feet, and all patios or decks shall in no instance be larger than 200 square feet, and all patios or decks shall otherwise be in compliance with the Orion Township Zoning Ordinance, Section 27.03(c), as may be amended from time to time. As measured from the grading on the final site plans reviewed by Orion Township, Units 34, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 74, 75, 111, 112, 113 and 114 must have decks and are restricted to decks, only. On Units 93, 94 and 95, the Co-owner shall have an option to design and construct either a patio or a deck. No fireplace, chimney, or fire pit shall be placed or used on any patio or deck. No airing or drying of clothing shall be permitted on any patio or deck. Furniture and other items intended for patio or deck use shall be subject to the written approval of the Association prior to being placed or used on any patio or deck. No televisions, radios, PA systems or speakers are permitted on any patio or deck. Co-owners shall comply with Association weight restrictions for safe use of any patio or deck.

## **Section 12. Leasing and Rental.**

(a) **Right to Lease.** A Co-owner may lease his Unit for the same purposes set forth in this Article; provided that written disclosure of such lease transaction is submitted to the Association in the manner specified in subsection (b) below, and provided that written approval (which approval shall not be unreasonably withheld) of such transaction is obtained from the Association. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least one year (12 months) unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease, rent or use any number of Units for any term in its discretion.

(b) **Leasing Procedures.** The leasing of Units in the Project shall conform to the following provisions:

(1) A Co-owner, not including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents.

(2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

(3) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.



(ii) The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following: (a) issue a statutory notice to quit for non-payment of rent to the tenant and the Association shall have the right to enforce the notice by summary proceeding; (b) initiate proceedings on the Association's behalf or derivatively by the Co-owners on behalf of the Association, an action for both eviction against the tenant or non-Co-owner and, simultaneously, an action for money damages against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents.

**Section 13. Rules and Regulations.** It is intended that the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by the Association, including the period of time prior to the Transitional Control Date. During the Construction and Sales Period, the Developer may adopt rules and regulations without the prior consent of any Co-owners or Mortgagees. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-Owners.

**Section 14. Right of Access of Association.** The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements, and to conduct inspections of the property and structural components. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

**Section 15. Co-owner Maintenance.** Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary



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

In the event a Co-owner fails to maintain, repair or replace any items for which the Co-owner is responsible, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace any such improvements within a Unit or as part of a Limited Common Element, all at the expense of the Co-owner of the Unit. The right shall be conditioned upon ten (10) days advance written notice to the Co-owner of the intention to take such action. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time, nor shall the Developer or the Association be liable to any Co-owner or any other person for failure to take any such action. The Developer and the Association shall have easements in furtherance of the rights accorded them hereunder and no exercise of such rights shall be deemed to be a trespass or other infringement of the rights of any Co-owner, lessee or other person and shall not render the Developer or the Association liable to any person whatsoever on account of such exercise. All costs incurred by the Association or the Developer in performing any responsibilities which are required in the first instance to be borne by any Co-owner shall be assessed against such Co-owner and shall be due and payable with the Co-owner's assessment installment next falling due. In addition, the lien for non-payment shall attach as in all cases of assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of assessments, including, without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines. Any costs becoming assessable hereunder shall include not only the direct costs of maintenance, repair or replacement but shall also include such reasonable indirect costs (such as, by way of illustration and not as a limitation, costs of collection and attorney's fees and/or legal specialist's fees) as are determined, in the discretion of the assessing party, to have been incurred by it in taking such action.

**Section 16. Architectural Review Committee.** The Developer shall be solely responsible for reviewing construction plans to determine that the plans are in compliance with these Bylaws. Except those items for which the Developer is solely responsible for review and approval, no building, wall, patio, deck or other structure, or exterior improvement shall be commenced, erected, or maintained on any Unit, nor shall any exterior addition to or change or alteration therein or change in the exterior appearance thereof be made until the plans and specifications showing the kind, size, shape, height, colors, materials, topography, and location of the same on the Unit shall have been submitted to and approved in writing by an architectural review committee (the "Architectural Review Committee" or "Committee"). The Committee shall be composed of three (3) persons appointed by the Developer during the Development and Sales Period and thereafter appointed by the Association. The Committee members are not required to be Members of the Association, and may be employees, officers, directors, agents, or affiliates of the Developer. Each member of the Committee shall serve until he resigns or is replaced by a subsequent appointee. At the end of the Development and Sales Period, the duties of the Architectural Review Committee may be performed by the Association Board. The Developer may delegate or assign its power of appointment of committee members to its successors, assigns, or the Association. Neither the Developer nor the Committee shall have any liability whatsoever for the approval or disapproval of any plans or specifications.

**Section 17. Reserved Rights of Developer.**



(a) **Prior Approval by Developer.** During the Construction and Sales Period, no structural modification shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of such structure or improvement shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or specifications which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans or specifications, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole and any adjoining properties under development or proposed to be developed by Developer. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential condominium development, and shall be binding upon both the Association and upon all Co-owners.

(b) **Right to Receive Minutes.** After the transitional control date and prior to the expiration of the Construction and Sales Period, the Developer, or its successors and assigns, upon written request to the Board of Directors of the Association, shall have the right to be provided with copies of all minutes of annual, special or regular meetings of the Board of Directors and of the members of the Association, on a regular or periodic basis as requested by the Developer and without unreasonable delay.

(c) **Developer's Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time.

(d) **Sales – Business Office.** Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to facilitate the construction and sale of the entire Project. During the Construction and Sales Period the Developer or other entity shall be responsible for all costs related to sales and business offices as provided under this Section, including all costs related to Units and Common Elements used by the Developer or other entity in furtherance of the construction and sale of the Project. Developer may assign these rights during the Construction and Sales Period. Developer shall restore the areas so utilized under this Section, whether used by the Developer or by its assignee(s), to habitable status upon termination of use, or such costs required to restore same shall be chargeable to the Developer by the Association.

(e) **Commercial Use of Project.** The Developer shall have the exclusive right to grant permission for the Common Elements and exteriors of the structures of the Project which can be viewed from the Common Elements, streets, alleys, or the air, to be used as a motion picture set, background, stage, sound stage, studio, painting, photograph, image, or location for any commercial media production or use, without the consent of, or payment to, the Co-owners or the Association. The Developer may collect a fee for its consent to use such images or for providing support services to photographers or others. The exercise of this right shall not interfere with normal and customary rights of architects and design professionals who designed the Project. The consent of the Developer shall not be required for the use of the Project as set forth above in connection with any news or feature coverage, for educational purposes, for individual non-commercial use, or for any governmental agency purposes. The Developer reserves the right to use, and



assign the right to use, the Project's name, images and other features unique to the Project. The Developer reserves the right to maintain signs that reflect the Developer's name, identify the involvement and participation of the Developer and/or any of its related entities and affiliates, including individuals in the Project. The Developer shall be obligated to maintain any such signs throughout the presence of such sign on the Project. None of the above rights are intended to prevent a Unit Co-owner from granting independent permission for use of his individual Unit for such purposes provided such use is permitted elsewhere under these Bylaws.

(f) **Enforcement of Bylaws.** The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a residential condominium community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair or replacement in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do anything required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

## **ARTICLE VII MORTGAGES**

**Section 1. Notice to Association.** Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

**Section 2. Insurance.** The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

**Section 3. Notification of Meetings.** Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

## **ARTICLE VIII VOTING**

**Section 1. Vote.** Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned.

**Section 2. Eligibility to Vote.** No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article XI. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by



such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit that it owns. If, however, the Developer elects to designate a director (or directors) pursuant to its rights under Article XI, Section 2 (c)(i) or (ii) hereof, it shall not then be entitled to also vote for the non-developer directors.

**Section 3. Designation of Voting Representative.** Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The Co-owner may change the individual representative designated at any time by filing a new notice in the manner herein provided.

**Section 4. Quorum.** The presence in person or by proxy of 35% of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

**Section 5. Voting.** Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

**Section 6. Majority.** A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

## **ARTICLE IX MEETINGS**

**Section 1. Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Association. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order, or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

**Section 2. First Annual Meeting.** The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% of the Units that may be created have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of



members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time, and place of such meeting shall be set by the Association, and at least 10 days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units that the Developer is permitted under the Condominium Documents to include in the Condominium.

**Section 3. Annual Meetings.** Annual meetings of members of the Association shall be held on the second Tuesday of March, or as determined by the Board, each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Association; provided, however, that the second annual meeting shall not be held sooner than eight months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a board of directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

**Section 4. Special Meetings.** It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Association or a special meeting shall be called by the Secretary upon receipt of a petition signed by 1/3 of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. Notice of any special meeting must be sent within 14 days of the President calling a special meeting or within 14 days of receipt by the Secretary of the Association of a petition signed by 1/3 of the Co-owners requesting a special meeting. No business shall be transacted at a special meeting except as stated in the notice. Special meetings shall be held within 30 days following issuance of the meeting notice.

**Section 5. Notice of Meetings.** It shall be the duty of the secretary (or other Association officer in the secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record. The notice must be served on the Co-owners at least 10 days prior to the scheduled meeting, but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

**Section 6. Adjournment.** If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

**Section 7. Order of Business.** The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing directors or officers); (g) election of directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be president, vice president, secretary and treasurer.

**Section 8. Action Without Meeting.** Any action which may be taken at a meeting of the members (except for the election or removal of directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b)



the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

**Section 9. Consent of Absentees.** The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

**Section 10. Minutes; Presumption of Notice.** Minutes or a similar record of the proceedings of meetings of members, when signed by the president or secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

## **ARTICLE X ADVISORY COMMITTEE**

Within 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable. The advisory committee shall meet with the Board of Directors. The purpose of the Advisory Committee shall be to facilitate communications between the Association and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the board of directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

## **ARTICLE XI BOARD OF DIRECTORS**

**Section 1. Number and Qualification of Directors.** The board of directors shall be comprised of three members, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first board of directors. Directors shall serve without compensation. After the First Annual Meeting, the number of directors may be increased or decreased by the action of the Board of Directors; however, the Board shall maintain a minimum of three directors.



**Section 2.      Election of Directors.**

(a)      **First Board of Directors.** The first board of directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer director to the board. Thereafter, elections for non-developer Co-owner directors shall be held as provided in subsections (b) and (c) below.

(b)      **Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting.** Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units that may be created, one of the directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units that may be created, 33 1/3 % of the directors shall be elected by non-developer Co-owners. When the required percentage of conveyances has been reached, the Developer shall notify the non-developer Co-owners and convene a meeting so that the Co-owners can elect the required director or directors, as the case may be. Upon certification by the Co-owners to the Developer of the director or directors so elected, the Developer shall then immediately appoint such director or directors to the board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

(c)      **Election of Directors at and After First Annual Meeting.**

(i)      Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, the non-developer Co-owners shall elect all directors on the board, except that the Developer shall have the right to designate at least one director as long as the Units that remain to be created and conveyed equal at least 10% of all Units that may be created in the Project. Such Developer designee, if any, shall be one of the total number of directors referred to in Section 1 above and shall serve a one-year term pursuant to subsection (iv) below. Whenever the 75% conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii)      Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the board of directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the board of directors equal to the percentage of Units which are owned by the Developer and for which maintenance expenses are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the board of directors.

(iii)      If the calculation of the percentage of members of the board of directors that the non-developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the board of directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the board of directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the board of directors that the



non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the board of directors. Application of this subsection shall not eliminate the right of the Developer to designate one director as provided in subsection (i).

(iv) At the First Annual Meeting three directors shall be elected for a term of three years, two years, and one year. At such meeting all nominees shall stand for election as one slate and the person receiving the highest number of votes shall be elected for a term of three years, the person receiving the next highest number of votes shall be elected for a term of two years, and the person receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, one or more directors shall be elected depending upon the number of directors whose terms expire or the number of vacancies on the board. After the First Annual Meeting, the term of office of each director shall be three years. The directors shall hold office until their successors have been elected and hold their first meeting.

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the board of directors, annual meetings of Co-owners to elect directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

**Section 3. Powers and Duties.** The board of directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners. Any action required by the Condominium Documents to be done by the Association shall be performed by action of the board of directors unless specifically required to be done by, or with the approval of, the Co-owners.

**Section 4. Other Duties.** In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the board of directors shall be responsible specifically for the following:

(a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To rebuild improvements after casualty.

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

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

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned



by the Association; provided, however, that any such action, if it requires security on property owned by the Association, shall also be approved by affirmative vote of at least 50% of all of the members of the Association.

(h) To make rules and regulations in accordance with Article VI, Section 19 of these Bylaws.

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

(j) To enforce the provisions of the Condominium Documents.

(k) To collect from each Co-owner the annual assessment levied against him by the Association and to pay over all such assessments to said Community Association.

**Section 5. Management Agent.** The Association may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the board to perform such duties and services as the board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the board of directors or the members of the Association. In no event shall the board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three years, which is not terminable by the Association upon 90-day written notice thereof to the other party, or which provides for a termination fee and no such contract shall violate the provisions of Section 55 of the Act.

**Section 6. Vacancies.** Vacancies in the board of directors which occur after the Transitional Control Date caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance to designate. Each person so elected shall be a director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected directors, which occur prior to the Transitional Control Date, may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

**Section 7. Removal.** At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the directors may be removed with or without cause by the affirmative vote of more than 50% of all of the Co-owners (except such as is designated as the Developer's director) and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors selected by it at any time or from time to time in its sole discretion. Likewise, any director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of directors generally.

**Section 8. First Meeting.** The first meeting of a newly elected board of directors shall be held within ten days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole board shall be present.



**Section 9. Regular Meetings.** Regular meetings of the board of directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the board of directors shall be given to each director personally, by mail, telephone, or telegraph, at least ten days prior to the date named for such meeting.

**Section 10. Special Meetings.** Special meetings of the board of directors may be called by the president on three-day notice to each director given personally, by mail, telephone, or telegraph, which notice shall state the time, place, and purpose of the meeting. Special meetings of the board of directors shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

**Section 11. Waiver of Notice.** Before or at any meeting of the board of directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall be deemed a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

**Section 12. Quorum.** At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the board of directors. If, at any meeting of the board of directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon 24-hour prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such director for purposes of determining a quorum. During any period when the Developer has representation on the Board of Directors, the presence of the Developer board member shall be required to meet the quorum requirements of this paragraph.

**Section 13. First Board of Directors.** The actions of the first board of directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the board of directors as provided in the Condominium Documents.

**Section 14. Fidelity Bonds.** The Association shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

## **ARTICLE XII OFFICERS**

**Section 1. Officers.** The principal officers of the Association shall be a president, who shall be a member of the board of directors, a vice president, a secretary, and a treasurer. The directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary. Any two offices except that of president and vice president may be held by one person.

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



(b) **Vice President.** The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able to act, the board of directors shall appoint some other member of the board to so do on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed upon him by the board of directors.

(c) **Secretary.** The secretary shall keep the minutes of all meetings of the board of directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the board of directors may direct; and he shall, in general, perform all duties incident to the office of the secretary.

(d) **Treasurer.** The treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the board of directors.

**Section 2. Election.** The officers of the Association shall be elected annually by the board of directors at the organizational meeting of each new board and shall hold office at the pleasure of the board.

**Section 3. Removal.** Upon affirmative vote of a majority of the members of the board of directors, and the affirmative vote of the Developer director for so long as the Developer has representation on the board, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the board of directors, or at any special meeting of the board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

**Section 4. Duties.** The officers shall have such other duties, powers and responsibilities, as shall, from time to time, be authorized by the board of directors.

### **ARTICLE XIII SEAL**

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

### **ARTICLE XIV FINANCE**

**Section 1. Records.** The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.



**Section 2. Fiscal Year.** The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the directors. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

**Section 3. Bank.** Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the directors and shall be withdrawn only upon the check or order of such officers, employees, or agents as are designated by resolution of the Association from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

## **ARTICLE XV INDEMNIFICATION OF OFFICERS AND DIRECTORS**

**Section 1. Third Party Actions.** To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 5 below, indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including actual and reasonable attorney fees), judgments, fines and amounts reasonably paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (a) that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association or its members, and, (b) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

**Section 2. Actions in the Right of the Association.** To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 5 below, indemnify any person who was or is a party defendant to or is threatened to be made a party defendant of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including actual and reasonable attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit and amounts reasonably paid in settlement if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

**Section 3. Insurance.** The Association may purchase and maintain insurance on behalf of any person who is or was a Director, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have power to indemnify him against such liability under Sections 1 and 2. In addition, the Association may purchase and



maintain insurance for its own benefit to indemnify it against any liabilities it may have as a result of its obligations of indemnification made under Sections 1 and 2.

**Section 4. Expenses of Successful Defense.** To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1 and 2, or in defense of any claim, issue, or matter therein, or to the extent such person incurs expenses (including actual and reasonable attorney fees) in successfully enforcing the provisions of this Article, he shall be indemnified against expenses (including reasonable attorney fees) actually and reasonably incurred by him in connection therewith.

**Section 5. Determination that Indemnification is Proper.** Any indemnification under Sections 1 and 2 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the person is proper under the circumstances, because he has met the applicable standard of conduct set forth in Section 1 or 2, whichever is applicable. Notwithstanding anything to the contrary contained in this Article, in no event shall any person be entitled to any indemnification under the provisions of this Article if he is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties. The determination to extend such indemnification shall be made in any one (1) of the following ways:

- (a) By a majority vote of quorum of the Board of Directors consisting of Directors who were not parties to such action, suit or proceeding;
- (b) If such quorum described in (a) is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action, suit or proceeding. The committee shall consist of not less than two (2) disinterested Directors; or
- (c) If such quorum described in (a) is not obtainable (or, even if obtainable), a quorum of disinterested Directors so directs upon the written opinion of independent legal counsel.

If the Association determines that the full indemnification is not proper under Sections 1 or 2, it may nonetheless determine to make whatever partial indemnification it deems proper. At least ten (10) days prior to the payment of any indemnification claim which is approved, the Board of Directors shall provide all Co-owners with written notice thereof.

**Section 6. Expense Advance.** Expenses incurred in defending a civil or criminal action, suit or proceeding described in Section 1 and 2 may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as provided in Section 4 upon receipt of an undertaking by or on behalf of the person involved to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association. At least ten (10) days prior to advancing any expenses to any person under this Section 6, the Board of Directors shall provide all Co-owners with written notice thereof.

**Section 7. Former Representatives, Officers, Employees or Agents.** The indemnification provided in this Article shall continue as to a person who has ceased to be a Director, officer, employee or agent of the Association and shall inure the benefit of the heirs, executors and administrators of such person.

**Section 8. Changes in Michigan Law.** In the event of any change of the Michigan statutory provisions applicable to the Association relating to the subject matter of this Article, the indemnification to which any person shall be entitled hereunder arising out of acts or omissions, occurring after the effective date of such amendment shall be determined by such changed provisions. No amendment to or repeal of Michigan law with respect to indemnification shall restrict the Association's indemnification undertaking herein with respect to acts or omissions occurring prior to such amendment or repeal. The Board of Directors is authorized to amend this Article to conform any such changed statutory provisions.



## ARTICLE XVI AMENDMENTS

These Bylaws may be amended, upon Township approval, as provided under the Master Deed with the consent of the Co-owners and mortgages, except as hereinafter set forth:

**Section 1. Amendment Prior to Completion of Construction and Sales Period.** Prior to completion of the Construction and Sale Period, no provision of these Bylaws shall be amended without the prior written consent of the Developer, which consent may be withheld in the Developer's sole discretion.

**Section 2. Proposal.** Amendments to these Bylaws may be proposed by the Association acting upon the vote of the majority of the directors or may be proposed by 1/3 or more of the Co-owners by instrument in writing signed by them. A person causing or requesting an amendment to the Bylaws shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of Co-owners and mortgagees or based upon the advisory committee's decision, the costs of which are expenses of administration.

**Section 3. Meeting.** Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

**Section 4. Voting.** These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 2/3 vote of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 2/3 vote of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held. Mortgagees need not appear at any meeting of Co-owner's, except that their approval shall be solicited through written ballots. To the extent that a vote of mortgagees of Units is required for the amendment of these Bylaws, the procedure described in Section 90a of the Act, MCL 559.190a shall be followed.

**Section 5. By Developer.** Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter the right of a Co-owner or mortgagee.

**Section 6. When Effective.** Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Oakland County Register of Deeds.

**Section 7. Binding.** A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

## ARTICLE XVII COMPLIANCE

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



## **ARTICLE XVIII DEFINITIONS**

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

## **ARTICLE XIX REMEDIES FOR DEFAULT**

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

**Section 1. Legal Action.** Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment), or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

**Section 2. Recovery of Costs.** In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorney's fees.

**Section 3. Removal and Abatement.** The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

**Section 4. Assessment of Fines.** The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association of monetary fines for such violations in accordance with Article XX of these Bylaws.

**Section 5. Non-waiver of Right.** The failure of the Association or of any Co-owner to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant, or condition in the future.

**Section 6. Cumulative Rights, Remedies and Privileges.** All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants, or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

**Section 7. Enforcement of Provisions of Condominium Documents.** A Co-owner may maintain an action against the Association and its officers and directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the



Condominium Documents or the Act. In any proceeding brought by a Co-owner against the Association, or its officers and directors under this Section, the Association, or its officers and directors, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorney's fees.

## **ARTICLE XX ASSESSMENT OF FINES**

**Section 1. General.** The violation by any Co-owner, occupant, tenant, or guest of any of the provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants, or any other person admitted through such Co-owner to the Condominium Premises.

**Section 2. Procedures.** Upon any such violation being alleged by the Association, the following procedures will be followed:

(a) **Notice.** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.

(b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Association and offer evidence in defense of the alleged violation. The appearance before the Association shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than ten days from the date of the notice.

(c) **Default.** Failure to respond to the notice of violation constitutes a default.

(d) **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Association shall, by majority vote of a quorum of the board, decide whether a violation has occurred. The Association's decision is final.

**Section 3. Amounts.** Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Association as recited above, the following fines shall be levied:

(a) **First Violation.** No fine shall be levied.

(b) **Second Violation.** Twenty-Five Dollar (\$25.00) fine.

(c) **Third Violation.** Fifty Dollar (\$50.00) fine.

(d) **Fourth Violation and Subsequent Violations.** One Hundred Dollar (\$100.00) fine.

**Section 4. Collection.** The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next



following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitations, those described in Article II and Article XIX of the Bylaws.

## **ARTICLE XXI RIGHTS RESERVED TO DEVELOPER**

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

## **ARTICLE XXII SEVERABILITY**

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



## **MASTER DEED**

### **HILLS OF WOODBRIDGE CONDOMINIUM**

**THIS MASTER DEED** is made and executed on this \_\_\_\_ day of \_\_\_\_\_, 2021 by Hills of Woodbridge, LLC, a Michigan limited liability company, hereinafter referred to as the "Developer," the post office address of which 51410 Milano Drive, Ste. 115, Macomb, MI 48042, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

**WHEREAS**, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit "A" and the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Michigan Condominium Act.

**NOW, THEREFORE**, the Developer does, upon the recording hereof, establish Hills of Woodbridge Condominium as a Condominium Project under the Act and does declare that Hills of Woodbridge Condominium shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed, the Bylaws, and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

#### **ARTICLE I TITLE AND NATURE**

The Condominium Project shall be known as Hills of Woodbridge Condominium, Oakland County Condominium Subdivision Plan No. \_\_\_\_\_. The Project consists of seventy-three (73) Condominium Units as shown on the Condominium Subdivision Plan. Those units are part of the initial phase of an expandable Condominium Act. Subsequent phases of the Condominium Project may add land to the Condominium Project upon which additional Units may be constructed. In its entirety, the Project may contain one hundred fourteen (114) Units. The engineering and architectural plans for the Project were approved by and are on file with the Orion Charter Township, Oakland County, Michigan. The Condominium Project is established in accordance with the Michigan Condominium Act. Units 1 through 73 and all improvements and structural elements required to support Units 1 through 73 as shown on Exhibit B to this Master Deed are "must be built". The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan. The Condominium Units are capable of individual utilization on account of each Unit having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project. The



provisions of this Master Deed, including, but without limitations, the purposes of the Condominium shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical conditions of the Condominium, other than as expressly provided herein.

## ARTICLE II LEGAL DESCRIPTION

The land upon which the Buildings are located is described in the attached legal description as **Exhibit C**.

## ARTICLE III DEFINITIONS

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

**Section 1. Act.** The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

**Section 2. Articles of Incorporation.** "Articles of Incorporation" means the Articles of Incorporation filed with the State of Michigan establishing the Hills of Woodbridge Condominium Association.

**Section 3. Association or Association of Co-owners.** "Association" or "Association of Co-owners" means the Hills of Woodbridge Condominium Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, and which corporation shall administer, operate, manage, and maintain the Condominium.

**Section 4. Board of Directors or Board.** "Board of Directors" or "Board" means the Board of Directors of the Hills of Woodbridge Condominium Association, a Michigan nonprofit corporation organized to administer, operate, manage, and maintain the Condominium.

**Section 5. Buildings.** "Buildings" means the ~~thirty-eight (38)~~fifty-nine (59) buildings containing ~~seventy-three (73)~~one-hundred-fourteen (114) Units.

**Section 6. Bylaws or Condominium Bylaws.** "Bylaws" or "Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 53 of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

**Section 7. Township.** "Township" means the Orion Charter Township, Oakland County, Michigan.

**Section 8. Common Elements.** "Common Elements," where used without modification, means both the General and Limited Common Elements described in Article IV hereof, other than the Condominium Units.

**Section 9. Condominium Documents.** "Condominium Documents" means and includes this Master Deed, recorded pursuant to the Michigan Condominium Act, Exhibits "A" and "B" hereto, the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to



time, and any other instrument referred to in the Master Deed or Bylaws which affects the rights and obligations of Co-owners in the Condominium.

**Section 10. Condominium Premises.** "Condominium Premises" means and includes the land described in Article II above, all improvements, and structures thereon, and all easements, rights, and appurtenances belonging to Hills of Woodbridge Condominium as described above.

**Section 11. Condominium Project, Condominium or Project.** "Condominium Project," "Condominium," or "Project" each mean Hills of Woodbridge Condominium as a Condominium Project established in conformity with the Michigan Condominium Act.

**Section 12. Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit "B" hereto. The Condominium Subdivision Plan assigns a number to each Condominium Unit and includes a description of the location and approximate size of the Unit and certain Common Elements.

**Section 13. Consolidating Master Deed.** "Consolidating Master Deed" means the final amended Master Deed that shall describe Hills of Woodbridge Condominium as a completed Condominium Project and shall reflect the entire land area in the Condominium Project resulting from parcels that may have been added to and/or withdrawn from the Condominium from time to time, and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed shall be recorded in the office of the Oakland County Register of Deeds and when recorded shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. A consolidating master deed and plans showing the Condominium as built shall be recorded not later than 1 year after completion of construction in order to consolidate all phases or amendments of the Project. A copy of the recorded consolidating master deed shall be provided to Hills of Woodbridge Condominium Association.

**Section 14. Construction and Sales Period.** "Construction and Sales Period," for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale.

**Section 15. Co-owner or Owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination of those entities, who owns one or more Condominium Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner." "Co-owner" includes land contract vendees and land contract vendors, who are considered jointly and severally liable under the Condominium Act and the Condominium Documents, except as the recorded Condominium Documents provide otherwise.

**Section 16. Developer.** "Developer" means Hills of Woodbridge, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however, and wherever such term is used in the Condominium Documents.

**Section 17. First Annual Meeting.** "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters that properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units that may be created are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units that may be created are conveyed, whichever first occurs.

**Section 18. General Common Elements.** "General Common Elements" means the Common Elements other than the Limited Common Elements.



**Section 19. Limited Common Elements.** “Limited Common Elements” means a portion of the Common Elements reserved for the exclusive use of less than all of the Co-owners.

**Section 20. Transitional Control Date.** “Transitional Control Date” means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes that may be cast by the Developer.

**Section 21. Unit or Condominium Unit.** “Unit” or “Condominium Unit” each mean the enclosed space constituting a single complete Unit in Hills of Woodbridge Condominium, as such space may be described in the Condominium Subdivision Plan, and shall have the same meaning as the term “Condominium Unit” as defined in the Act.

**Section 22. Person.** “Person” means an individual, firm, corporation, limited liability company, partnership, association, trust, the state, or an agency of the state or other legal entity, or any combination thereof.

**Section 23. Gender Terms.** Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference to the plural shall also be included where the same would be appropriate and vice versa.

**Section 24. Other Terms.** Other terms that may be utilized in the Condominium Documents and which are not defined in this Article shall have the meanings provided in the Act.

#### ARTICLE IV COMMON ELEMENTS

The Common Elements of the Project, described in Exhibit “B” attached hereto, and the respective responsibilities for maintenance, decoration, repair, removal, or replacement thereof, are as follows:

**Section 1. General Common Elements.** The General Common Elements are:

(a) **Land.** The land described in Article II hereof not identified as Units or Limited Common Elements, ~~including~~ inclusive of roads, storm sewer, detention ponds, sidewalks, and retaining walls. Nothing herein shall obligate the Developer to construct any amenity herein described except as shown on the Condominium Subdivision Plan as “must be built.”

(b) **Electrical.** The electrical transmission system located throughout the Condominium Premises, including that contained within Unit walls, up to the point of connection for individual Unit service, but not including, fixtures, plugs and switches for each Unit, subject to easement rights.

(c) **Common Lighting.** The common lighting system located throughout the Condominium Premises, including all electrical transmission lines, lighting fixtures, and related equipment designed to provide illumination to the Condominium Premises as a whole, subject to easement rights.

(d) **Construction.** Foundations, supporting columns and beams, exterior walls (excluding windows and doors), Unit perimeter walls (but not including windows and doors therein), roofs, ceilings, wall construction between Units and Unit levels, if any, located within the Condominium Premises, subject to the easement rights.

(e) **Gas.** The gas distribution system located throughout the Condominium Premises, including that contained in Unit walls, up to the point of connection for individual Unit service, but not including,



fixtures, appliances, valves, connections, extensions, or the gas meter for each Unit, and subject to the easement rights.

(f) **Sanitary Sewer.** The sanitary sewer system located throughout the Condominium Premises, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit, subject to the easement rights.

(g) **Fire Suppression System.** The fire suppression system, including meters, valves, pumps, lines and related equipment located throughout the Condominium Premises, excluding that portion contained within a Unit and being subject to the easement rights.

(h) **HVAC System.** The heating, ventilation and cooling system, including all related equipment and ducts which service the common areas and being subject to the easement rights.

(i) **Telecommunications.** The telecommunication system, including telephone, data, cable, low voltage, internet and satellite systems located throughout the Condominium Premises, if and when it may be installed, up to, but not including, connections to provide service to individual Units, and being subject to the easement rights.

(j) **Water.** The water distribution system located throughout the Condominium Premises, including that contained in Unit walls, up to the point of connection with plumbing fixtures or apparatuses (i.e. faucets, hoses, etc.) for and contained in a Unit, subject to the easement rights.

(k) **Other.** Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, and safety of the Condominium Premises, however, subject to the easement rights. If any meter, appliance, or fixture services a Unit other than the Unit that it is located within, then such meter, appliance, or fixture shall be a General Common Element.

Some or all of the utility lines, systems (including mains and service leads), and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems, and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

**Section 2. Limited Common Elements.** Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) **Air Conditioning Units.** Each Unit air conditioner compressor, its pad, and other equipment and accessories related thereto together with the ground or roof surface immediately below the pad placed in accordance with applicable Township ordinances, are restricted in use to the Co-owner of the Unit that such air conditioner unit services.

(b) **Fire Suppression System.** The fire suppression system from the point of entry into a Unit, including lines, pipe, switches, controllers, valves and sprinkler heads which service the Unit.

(c) **Heating and Cooling.** Each Unit heating and cooling system including, without limitation, all related equipment and ductwork throughout the Unit shall be limited to the Unit served thereby.

(d) **Interior Surfaces.** The interior surfaces of the Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit. The interior unfinished surface of walls, ceilings, and floors



between Unit levels, are limited in use to the Co-Owner of the Unit in which they are contained, except that an easement shall exist through each of the foregoing for utilities or support necessary to other Units or Common Elements and subject to the easement rights.

(e) **Patios/Decks/Porches**. Each Unit patio, deck or porch area is restricted in use to the Co-owner of the Unit served thereby as shown on Exhibit "B" hereto.

(f) **Utility Meters**. Utility meters (gas and electric) are limited to the Unit served thereby.

(g) **Windows, Screens, and Doors**. The windows, screens, and doors in the Project which are restricted in use to the Unit to which such windows, screens, and doors are appurtenant, excluding common area windows, screens and doors.

(h) **Driveways**. The driveway serving each Unit is not restricted in use to the Co-owner of the Unit served thereby as shown on Exhibit B hereto.

### **Section 3. Responsibilities.**

(a) **General Common Elements**. The maintenance, decoration, repair, removal and replacement of the General Common Elements shall be borne by the Association, in addition to the driveways and porches, even though they are Limited Common Elements, except those items to be maintained by the Township, specifically water distribution and sanitary sewer systems.

(b) **Limited Common Elements**. The cost of maintenance, decoration, repair, and replacement of all Limited Common Elements shall be borne by the Co-Owner of the Unit including but not limited to the following:

(i) **Air Conditioner**. The cost of maintenance, repair, removal, and replacement of each Unit air conditioner compressor referenced in Section 2 above, including its compressor, pad and other equipment and accessories related thereto, shall be borne by the Co-owner of the Unit to which such air conditioner is appurtenant.

(ii) **Fire Suppression System**. The cost of maintenance, repair and replacement of the fire suppression system from the point of entry into a Unit, including lines, pipe, switches, controllers, valves and sprinkler heads which service the Unit, shall be borne by the Co-owner of the Unit to which such fire suppression system is appurtenant.

(iii) **Heating and Cooling Systems**. The cost of maintenance, repair, removal, and replacement of each Unit heating and cooling system shall be borne by the Co-owner of the Unit to which such heating and cooling system is appurtenant. The Association shall annually inspect heating and cooling systems and undertake any required maintenance, repair or replacement.

(iv) **Interior Surfaces**. The costs of decoration, maintenance, repair, and replacement of all interior Unit surfaces shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(v) **Patios/Decks/Porches**. The cost of maintenance, repair, and replacement of patios, decks and porches shall be borne by Unit owners served thereby.

(vi) **Windows, Screens and Doors**. The cost of maintenance, repair and replacement of all windows, screens and doors referred to in Section 2 of this Article shall be borne by each Unit Co-owner to which they are appurtenant. The uniform appearance of all windows, screens,



and doors shall be maintained at all times in accordance with the Bylaws attached hereto and no changes in design, material or color may be made without the express written approval of the Association (and the Developer during the Construction and Sales Period).

(vii) **Utility Meters.** Co-owners shall be responsible for the maintenance of the utility meters that serve their respective Units, except that water meters shall be repaired, replaced, and maintained by the Association.

(viii) **Water, Electric, and Gas Systems.** Co-owners shall be responsible for the maintenance, repair, and replacement of the electric, and gas systems from the point of entry into and throughout their respective Units. Co-owners shall be responsible for the maintenance, repair, and replacement of the water system from the point of entry into and throughout their respective Units. Water, electric and gas services shall be metered to each Unit for payment by the Co-owner thereof.

(c) **Utility Systems.** Some or all of the utility lines, systems (including mains and service leads), and equipment and any telecommunication systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and any telecommunications shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's responsibility will be to see to it that telephone, water, electric, and natural gas mains are existing or installed within reasonable proximity to, but not necessarily within, the Units. Telephone, water, electric, and natural gas mains shall be installed with reasonable proximity to, but not necessarily within, the Units. Utilities shall be metered to each Unit for payment by the Co-owner thereof.

(d) **Failure of Co-owner to Perform Maintenance Responsibilities.** In the event a Co-owner fails to maintain, decorate, repair, or replace any items for which he is responsible, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair, remove, and replace any of such Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities under this Article which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

(e) **Use of Units and Common Elements.** No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements. No Limited Common Element, if created, may be modified or its use enlarged or diminished by the Association without the written consent of the Co-owner to which Unit the same is appurtenant. Co-owners and the Association shall hold the Developer harmless from and against any and all claims, damages, costs, losses, liabilities, and expenses (including actual attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with claims arising out of use of or failure to maintain terrace areas to the extent permitted by law.



**ARTICLE V**  
**UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

**Section 1. Description of Units.** This Condominium consists of ~~one~~ seventy-three (73) residential condominium Units numbered 1 through 73. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Hills of Woodbridge Condominium as prepared by Community Civil Engineering and Surveying, 5805 24 Mile Road, Ste. B, Shelby Township, MI 48316. Each Unit shall include all that space contained within the Unit boundaries as shown on the Condominium Subdivision Plan attached hereto as Exhibit B and delineated with heavy outlines together with all appurtenances thereto. In the event that the exact location of the Unit boundaries as shown on the Condominium Subdivision Plan differs from the actual dimensions and location for such Unit, then the dimensions and locations for such Unit shall be deemed to be automatically changed for such Unit in the same manner and to the same extent as the actual measured dimensions and location.

**Section 2. Percentage of Value.** The percentage of value assigned to each of the Units is equal, totaling 100 percent. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of the Units in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

**ARTICLE VI**  
**SUBDIVISION, CONSOLIDATION,**  
**AND OTHER MODIFICATIONS OF UNITS**

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified, and the boundaries relocated, upon Township approval and in accordance with Sections 33, 48 and 49 of the Act and this Article. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

**Section 1. By Developer.** Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

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

(b) **Consolidate Contiguous Units.** Consolidate under single ownership two or more Units that are separated only by Unit perimeter walls. In connection with such consolidation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the buildings is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by Law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.



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

(d) **Amend to Effectuate Modifications.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits hereto.

**Section 2. Limited Common Elements.** Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate, or relocate boundaries described in this Article.

## ARTICLE VII CONTRACTION OF CONDOMINIUM

**Section 1. Right to Contract.** As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of **seventy-three (73)** Condominium Units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan. **Upon Township approval,** Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units, and to withdraw from the project any unsold Units (hereinafter referred to as "contractible area"). Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer **with Township approval,** from time to time, within a period ending no later than six years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than two (2). There is no obligation on the part of the Developer to withdraw from the Condominium all or any portion of the contractible area described in this Article VII, nor is there any obligation to withdraw portions thereof in any particular order.

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**Section 2. Withdrawal of Land.** In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this



Article VII as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to six years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn. There is no obligation on the part of the Developer to withdraw from the Condominium Project all or any portion of the contractible area described in this Article VII nor is there any obligation to withdraw portions thereof in any particular order.

#### **ARTICLE VIII EXPANSION OF CONDOMINIUM**

**Section 1. Area of Future Development.** The Condominium Project established pursuant to the initial Master Deed of this Condominium and consisting of seventy-three (73) condominium Units is intended to be the first phase of an expandable Condominium under the Act. Subsequent phases of the Condominium Project may add land to the Condominium Project upon which additional Units will be constructed. In its entirety, the Project may contain one hundred fourteen (114) or more Units. The Developer reserves the right to subject Units added to the Project, i.e. commercial or mixed use, to separate restrictions and methods of assessing for expenses, as well as, subjecting such Units to membership in a separate association as determined in the sole judgment of the Developer. Additional Units, if any, may be constructed upon all or some portion or portions of the land described on Exhibit D. Preserving all other lawful easements, restrictions, and right-of ways of record and all governmental limitations (hereinafter referred to as the "Area of Future Development").

**Section 2. Increase in Number of Units.** Any other provisions of this Master Deed notwithstanding, the number of Units in the Condominium may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the Area of Future Development and the construction of Condominium Units thereon. This period may be extended with the prior approval of sixty-six and two-thirds (66 2/3%) of all Co-Owners eligible to vote. The location, nature, appearance, design (interior and exterior), structural components, and common elements of all such additional Units as may be constructed thereon shall be determined by the Developer in its sole discretion. Additional Unit areas may include mixed residential and commercial use.

**Section 3. Amendment of Master Deed.** Any such expansion of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

**Section 4. Expansion Not Mandatory.** Nothing herein contained shall in any way obligate Developer to enlarge the Condominium beyond the phase established by this Master Deed and Developer (or its successors and assigns) may, in its discretion, establish all of a portion of said Area of Future Development as ~~a rental development~~, a separate Condominium Project (or Projects) or any other form of development or retain same as raw land. There are no restrictions on the election of the Developer to expand the Condominium other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium all or any portion of the Area of Future Development described in this Article VIII nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.



## ARTICLE IX CONVERTIBLE AREAS

**Section 1. Designation of Convertible Areas.** All unsold Units and the Common Elements are designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified, expanded, and created. The Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording of this Master Deed to convert, modify the size, location, design, or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to such unsold Units and within the areas immediately adjacent to the unsold Units and or immediately adjacent to the Common Elements as need arises in order to make reasonable changes to Unit types and sizes, to increase and decrease the immediately adjacent common areas, or to create additional Units and General and Limited Common Elements, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Common Element.

**Section 2. Right to Modify Floor Plans.** The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Units shall be determined by the Developer in its sole judgment; but, in no event shall such altered buildings and/or Units deviate substantially from the general development plan approved by the Township. All such improvements shall be ~~reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion in accordance with the approved Planned Unit Development plan, or as amended upon Township approval.~~

**Section 3. Amendment of Master Deed.** Any such conversion of this Condominium Project, ~~as approved by the Township,~~ shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

**Section 4. Consolidating Master Deed.** A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

**Section 5. Consent of Interested Persons.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

**Section 6. Expiration of Rights.** Notwithstanding any herein to the contrary, if the Developer has not completed the development and construction of the improvements identified as "Need not be Built," during a period ending 10 years from the date of commencement or construction by the Developer of the Project, the Developer, its successors, or assigns have the right to withdraw from the Project all undeveloped portions of the Project without



the prior consent of any Co-owners, mortgagees or Units in the Project, or any other party having an interest in the Project. If the Developer has exercised any of its rights contained in the Master Deed permitting the expansion, contraction, or rights of convertibility of Units or Common Elements, then the time period is 6 years from the date the Developer exercised its rights with respect to the expansion, contraction, or right of convertibility, whichever right was exercised last. The undeveloped portion of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project. If the Developer does not withdraw the undeveloped portions of the Project from the Project before the expiration of the time periods, such lands shall remain part of the Project as General Common Elements and all rights to construct Units upon that land shall cease but only in accordance with MCL 559.167. In such an event, if it becomes necessary to adjust percentages of value as a result of fewer Units existing, a Co-owner or the Association of Co-owners may bring an action to require revisions to the Percentages of Value.

## **ARTICLE X EASEMENTS**

**Section 1. Easement for Maintenance of Encroachments and Utilities.** In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall that supports a Common Element. This Section shall not allow or permit any encroachment upon, or an easement for an encroachment upon, Units described in this Master Deed being comprised of land and/or airspace above and/or below said land, without the consent of the Co-owner of the Unit to be burdened by the encroachment or easement.

### **Section 2. Easements Retained by Developer.**

(a) **Ingress and Egress.** The Developer hereby reserves permanent nonexclusive easements for ingress and egress into and throughout the Condominium, all of which easement shall be for the benefit of any other land adjoining the Condominium if now owned or hereafter acquired by Developer or its successors. This easement shall run with the land in perpetuity. The Developer has no financial obligation to support such easements.

(b) **Utility Easements.** The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article II or any portion or portions thereof, and for the benefit of any other land adjoining the Condominium if now owned or hereafter acquired by Developer or its successors perpetual easements to utilize, tap, tie into, extend, and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, and storm water drainage system. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends, or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension, or enlargement. All expenses of maintenance, repair, and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article II that are served by such mains including any other land adjoining the Condominium now owned or hereafter acquired by Developer or its successors. This easement shall run with the land in perpetuity. The Developer has no financial obligation to support such easements.



(c) **Granting Utility Rights to Agencies.** The Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

(d) **Construction and Sales Period.** The Developer reserves the right at any time during the Construction and Sales Period to maintain reasonable facilities, including but not limited to, signage, commercial lighting, marketing and sales offices, business offices, construction offices, model Units, storage areas, and parking facilities to facilitate the construction and sales of the Project. During the Construction and Sales Period, the Developer may invite the general public, and/or government officials and entities, and/or the media to enter upon the Condominium for purposes of sales and marketing events of the Developer and of the Project. During the Construction and Sales Period, and forever thereafter, the Developer reserves the unrestricted right to the use of the "Hills of Woodbridge Condominium" name and/or other identifying phrases, marks, logos, photographs, drawings, designs, plans, signage, and marketing and promotional materials associated with the Project and may use them for any and all purposes. The Developer further reserves an access easement for ingress and egress over, across, and through the Project as may be necessary to enable the construction, marketing and sale of the entire Project. The Developer may assign the easements and rights contained in this paragraph without notice or consent of the Co-owners.

**Section 3. Grant of Easements by Association.** The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry, and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes, or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land; subject, however, to the approval of the Developer during the Construction and Sales Period.

**Section 4. Easements for Maintenance, Repair, and Replacement.** The Developer, the Association and all public or private utility companies shall have such easements over, under, across, and through the Condominium Premises, including all Units and Common Elements as may be necessary to develop, construct, market, and operate any Units within the land described in Article II hereof, and also to fulfill any responsibilities of maintenance, repair, decoration, or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves, and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

**Section 5. Telecommunications Agreements.** The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses, and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna, and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or



grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state, or local law or ordinance. In the event the Association enters into a bulk rate telecommunications agreement, the Co-owners agree to the inclusion of the cost of such service to be included as a cost of administration and assessed as per the Condominium Bylaws.

**Section 6. Emergency Access Easement.** There shall exist for the benefit of all Co-owners, their guests and invitees, the Township, or any emergency service agency, an ingress and egress easement over the General Common Elements of the Condominium as depicted on the Condominium Subdivision Plan for purposes of, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and the Co-owners, their guests and invitees. This easement shall not obligate the Township or the County to any maintenance or repair obligations with respect to the Condominium and this grant shall in no way be construed as a dedication of any General Common Element to the public.

**Section 7. Declaration of Covenants, Conditions and Restrictions.** The Condominium Project is also subject to the terms of the Declaration of Covenants, Conditions and Restrictions ("DDCR"), and condominium bylaws. The DCCR imposes obligations and grants rights to the Condominium Project and Co-owners, such as easements for ingress, egress, vertical, horizontal, lateral and subjacent support and utilities, in addition to financial obligations related thereto. By accepting title to a Unit in the Condominium Project, all Co-owners and their respective mortgagees, successors and assigns acknowledge the DCCR and agree to be bound by its terms.

**Section 8. PUD Agreement.** The Condominium Project is subject to the Planned Unit Development Agreement, recorded on \_\_\_\_\_ in Liber \_\_\_\_\_, Page \_\_\_\_, Oakland County Records, as it may be amended, between Developer and the Township ("PUD Agreement"). In the event of a conflict between the PUD Agreement and the terms of the Condominium Documents, the PUD Agreement shall prevail.

**Section 9. Termination of Easements.** The Developer reserves to itself and its successors and assigns the right to terminate and revoke any easement granted in this Master Deed at such time as the particular easement may become unnecessary. Any termination or revocation of an easement under this paragraph shall be given effect by the recordation of an appropriate amendment to this Master Deed in accordance with the requirement of the Act.

## ARTICLE XI AMENDMENT

This Master Deed, the Bylaws, and the Condominium Subdivision Plan may be amended with the consent of 2/3 majority of the votes of the Co-owners and mortgagees and upon Township approval, except as hereinafter set forth:

**Section 1. Modification of Units or Common Elements.** No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair, removal, or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.

**Section 2. Mortgagee Consent.** Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 2/3 majority vote of all first mortgagees of record, allocating one vote for each mortgage held. Mortgagees need not appear at any meeting of Co-owner except that their approval shall be solicited through written ballots. To the extent that a vote of mortgagees of Units are required for the amendment of the Condominium Documents, the procedure described in MCL 559.190a shall be followed.



**Section 3. By the Developer.** Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose, including but not limited to, an amendment modifying the types and sizes of unsold Units and their appurtenant Limited Common Elements, unless the amendment would materially affect the rights of a Co-owner or mortgagee, in which event Co-owner and mortgagee consent shall be required as provided above.

**Section 4. Change in Percentage of Value.** The value of the rate of any Co-owner or the percentage of value assigned to the Units and any provisions relating to the ability or terms under which a Co-owner may rent or use a Unit may not be changed without the written consent of each affected Co-owner and mortgagee, except as provided in this Master Deed or in the Bylaws.

**Section 5. Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked, or abandoned without the written consent of the Developer during the Construction and Sales Period, 80% of non-developer Co-owners and 80% of first mortgagees.

**Section 6. Developer Approval.** During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall any of the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer.

**Section 7. Proposal.** A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of Co-owners and mortgagees or based upon the advisory committee's decision, the costs of which are expenses of administration. Amendments may be proposed by Co-owners or the Association acting upon the vote of the majority of directors. Upon any such amendment being proposed, a meeting for consideration of same shall be duly called in accordance with these Bylaws. Co-owners shall be notified of proposed amendments not less than 10 days before the amendment is recorded. An amendment shall be effective when recorded in the office of the Oakland County Register of Deeds. For purposes of this Article, the affirmative vote of 2/3 of Co-owners is considered 2/3 of all Co-owners entitled to vote as of the record date for such vote.

## **ARTICLE XII ASSIGNMENT**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use, proposed action, or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Oakland County Register of Deeds.



BY ITS SIGNATURE BELOW AND BY RECORDING OF THIS MASTER DEED THE DEVELOPER ESTABLISHES Hills of Woodbridge Condominium, as a Condominium under the provisions of the Michigan Condominium Act.

**DEVELOPER:**

**HILLS OF WOODBRIDGE, LLC.** a Michigan limited liability company

\_\_\_\_\_  
By: Dominic Geric

Its: Manager

STATE OF MICHIGAN        )  
                                      ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_ day of \_\_\_\_\_ 2021, Dominic Geric, the Manager of **HILLS OF WOODBRIDGE, LLC**, a Michigan limited liability company, acknowledged the foregoing Master Deed before me on behalf of the Company.

\_\_\_\_\_, Notary Public,  
\_\_\_\_\_ County, Michigan  
My commission expires:

Master Deed drafted by:

H. William Freeman, Esq.  
Lumberg Freeman Gleeson  
Hicks & Khalil PLLC  
33 Bloomfield Hills Parkway, Ste. 100  
Bloomfield Hills, MI 48304  
248.724.3706

When recorded, return to drafter.



**EXHIBIT C**

**LEGAL DESCRIPTION: PHASE 1 RESIDENTIAL**

LOT 63 AND PART OF OUTLOT C, HI-HILL VILLAGE NO. 1, (LIBER 96, PAGES 26 THRU 28), AND LOT 259 AND PART OF LOT 264, HI-HILL VILLAGE NO. 4, (LIBER 121 OF PLATS PAGE 29), SECTION 26, T.4N., R.10E., ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN. BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF LOT 63; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE SOUTHERLY R.O.W. LINE OF HI-HILL DRIVE (86' R.O.W.): N90°00'00"E 232.45' AND N83°53'23"E 38.02'; THENCE S06°06'43"E 150.00'; THENCE N83°53'21"E 120.00'; THENCE S06°06'43"E 60.18'; THENCE N83°53'21"E 313.89'; THENCE S12°28'47"W 378.99'; THENCE S07°39'25"W 212.24'; THENCE S03°14'27"W 212.27'; THENCE S01°29'40"W 272.20'; THENCE N90°00'00"E 190.83'; THENCE 68.13' ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 1033.00', LONG CHORD BEARS S14°18'37"E 68.11'); THENCE S09°09'43"W 121.38'; THENCE S23°29'03"E 72.71'; THENCE S66°30'57"W 82.73'; THENCE S85°20'58"W 411.47'; THENCE N04°39'02"W 449.62'; THENCE S85°20'56"W 200.00'; THENCE N04°39'02"W 1113.76' ALONG THE EASTERLY R.O.W. LINE OF LAPEER ROAD (M-24) TO THE POINT OF BEGINNING.

CONTAINING 776,844.14 S.F. --- 17.834 ACRES.



**EXHIBIT D**

**LEGAL DESCRIPTION: PHASE 2 RESIDENTIAL**

PART OF OUTLOT C, HI-HILL VILLAGE NO. 1, (LIBER 96, PAGES 26 THRU 28), SECTION 26, T.4N., R.10E., ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN. BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT S04°39'02" 1563.38' ALONG THE EASTERLY R.O.W. LINE OF LAPEER ROAD (M-24) AND N85°20'58"E 525.00' FROM THE NORTHWEST CORNER OF LOT 63 OF HI-HILL VILLAGE NO. 1; THENCE N85°20'58"E 86.47'; THENCE N66°30'57"E 82.73'; THENCE N23°29'03"W 72.71'; THENCE N09°09'43"E 121.38'; THENCE N90°00'00"E 68.93'; THENCE 160.00' ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 967.00', LONG CHORD BEARS S22°04'58"E 159.81'); THENCE N66°16'54"E 139.46'; THENCE S22°11'37"E 348.30'; THENCE S05°13'19"E 192.94'; THENCE S06°36'33"W 281.59'; THENCE S14°03'48"W 277.21'; THENCE S00°00'00"E 95.00'; THENCE N89°49'22"W 226.00'; THENCE N00°13'14"E 324.46'; THENCE N04°49'18"W 415.25'; THENCE N34°54'55"W 347.34' TO THE POINT OF BEGINNING.

CONTAINING 378,728 S.F. --- 8.694 ACRES.



**List of changes to plans (this list is for plans only and is not related to PUD agreement nor condo documents) from first reading as provided by applicant (no re-review of the plans has been done by consultants):**

The patio/deck area has been changed from 12'x12.5' box to a 14' deep box along the entire back of the building on sheets 1, 2, 3, 4, 5, 6, 7, 8, 10, 11 and 12.

The ordinance deviation table on sheet 1 was updated regarding the deck/patio encroachment and the size requirement was updated to say "minimum".

The typical building detail on sheet 2 has been updated to show the same 14' deep box along the back of the units.

Note 3 on the typical building detail was eliminated (the comment was "Where space allows, a 10' extension can be added to the side of the garage for a 3-car garage").

A note has been added to the typical building detail regarding the minimum deck/patio square footage.

A note has been added to Sheet 2 regarding which units are allowed decks.

The temporary construction/public safety access road was clarified, sketched and labeled on Sheet 1.

Updated landscape plan with new boulevard entrance and added note "proposed pond fountain" on sht. LS-2

Updated color boulevard entrance with fountain and building background – with and without text. Clarified note that no trees will be planted in proposed or existing water or sanitary sewer easements.

The addition of a boulevard entrance.

Tree counts changed on page TS-1 (noticed by staff not provided as a change unless related to trees in easement listed above).

**Items that may need to be resolved:**

If the 14' deck/patio is accepted all sheets need to be amended to show this. (change in open space number?)

Will commercial area be a major or minor PUD agreement when a plan is submitted.

Has the issue with the driveway for 3676 Hi-Lure been resolved (this homes driveway was within the projects property).

Were the trees that were noted to be removed from water and sanitary sewer easements placed somewhere else or eliminated?

The addition of phasing information on the plan.

The possible need to show the "temporary construction/public safety access road" on more than just sheet 1.

Re-review of the plans, once changes made, by the consultants (to their satisfaction).









## Agenda Item Summary

**To:** Board of Trustees  
**From:** Penny Shults, Township Clerk  
**Meeting Date:** June 7, 2021  
**Memo Date:** June 3, 2021  
**Subject:** Second Reading - PC-2021-39 Lake Orion Community Schools Rezone Request

☐ Consent ☒ Pending

### REQUEST

Board action on PC-2021-39, Lake Orion Community Schools Rezone Request, a request to rezone a portion (approx. .648 acres) of parcel 09-16-200-002, located at 1013, 1135, 1155, and 1255 Joslyn Road, from Suburban Farms (SF) to Limited Industrial (LI).

### REASON

Please refer to documentation from your May 3, 2021 meeting packet (follow).

### PROCESS

First reading was held on May 3, 2021 and the item was advertised in the May 12, 2021 edition of the Orion Review for second reading and possible adoption at the June 07, 2021 meeting.

### RECOMMENDATION (MOTION)

June 7, 2021

#### IF MOTION TO APPROVE SECOND READING:

Motion to declare that the Orion Township Board of Trustees held and approved the second reading on June 7, 2021, for PC-2021-39, Lake Orion Community Schools Rezone Request, requesting to rezone a portion (approx. .648 acres) of parcel 09-16-200-002, located at 1013, 1135, 1155, and 1255 Joslyn Road, from Suburban Farms (SF) to Limited Industrial (LI) for the reasons, and with the conditions, given in the recommendation of approval by the Planning Commission on April 21, 2021.

\* (Motion maker to insert any additional reasons)

OR

#### IF MOTION TO DENY SECOND READING:

Motion to declare that the Orion Township Board of Trustees held and denied the second reading on June 7, 2021, for PC-2021-39, Lake Orion Community Schools Rezone Request, requesting to rezone a portion (approx. .648 acres) of parcel 09-16-200-002, located at 1013, 1135, 1155, and 1255 Joslyn Road, from Suburban Farms (SF) to Limited Industrial (LI) for the following reasons:

\*(Motion maker to list reasons.





# Charter Township of Orion

2525 Joslyn Rd., Lake Orion MI 48360  
[www.oriontownship.org](http://www.oriontownship.org)

Phone: (248) 391-0304





# Charter Township of Orion

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## Agenda Item Summary

**To:** Board of Trustees  
**From:** Tammy Girling, Planning & Zoning Director  
**Meeting Date:** May 3, 2021  
**Memo Date:** April 26, 2021  
**Subject:** PC-2021-39 Lake Orion Community Schools Rezone Request

☐ Consent ☒ Pending

### REQUEST

Board action on PC-2021-39, Lake Orion Community Schools Rezone Request, a request to rezone a portion (approx. .648 acres) of parcel 09-16-200-002, located at 1013, 1135, 1155, and 1255 Joslyn Road, from Suburban Farms (SF) to Limited Industrial (LI).

### REASON

The Planning Commission, at their April 21, 2021 meeting, passed a motion to recommend conditional approval of PC-2021-39, Lake Orion Community Schools Rezone Request.

### PROCESS

The Orion Township Board of Trustees deliberates on PC-2021-39 and approves or denies the first reading. If the first reading is approved the Clerk advertises for the second reading and possible adoption of the map amendment 6/7/21.

### RECOMMENDATION (MOTION)

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May 3, 2021

#### IF MOTION TO APPROVE FIRST READING:

Motion to declare that the Orion Township Board of Trustees held and approved the first reading on May 3, 2021, for PC-2021-39, Lake Orion Community Schools Rezone Request, requesting to rezone a portion (approx. .648 acres) of parcel 09-16-200-002, located at 1013, 1135, 1155, and 1255 Joslyn Road, from Suburban Farms (SF) to Limited Industrial (LI) and direct the Clerk to advertise for second reading and possible approval on June 7, 2021.

OR

#### IF MOTION TO DENY FIRST READING:

Motion to declare the first reading was held and denied on May 3, 2021, for PC-2021-39, Lake Orion Community Schools Rezone Request, requesting to rezone a portion (approx. .648 acres) of parcel 09-16-200-002, located at 1013, 1135, 1155, and 1255 Joslyn Road, from Suburban Farms (SF) to Limited Industrial (LI).





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\*(Motion maker to insert reasons)

June 7, 2021

## IF MOTION TO APPROVE SECOND READING:

Motion to declare that the Orion Township Board of Trustees held and approved the second reading on June 7, 2021, for PC-2021-39, Lake Orion Community Schools Rezone Request, requesting to rezone a portion (approx. .648 acres) of parcel 09-16-200-002, located at 1013, 1135, 1155, and 1255 Joslyn Road, from Suburban Farms (SF) to Limited Industrial (LI) for the reasons, and with the conditions, given in the recommendation of approval by the Planning Commission on April 21, 2021.

\*(Motion maker to insert any additional reasons)

OR

## IF MOTION TO DENY SECOND READING:

Motion to declare that the Orion Township Board of Trustees held and denied the second reading on June 7, 2021, for PC-2021-39, Lake Orion Community Schools Rezone Request, requesting to rezone a portion (approx. .648 acres) of parcel 09-16-200-002, located at 1013, 1135, 1155, and 1255 Joslyn Road, from Suburban Farms (SF) to Limited Industrial (LI) for the following reasons:

\*(Motion maker to list reasons)



# CHARTER TOWNSHIP OF ORION PLANNING COMMISSION

## \*\*\*\*\* MINUTES \*\*\*\*\*

### REGULAR MEETING, WEDNESDAY, APRIL 21, 2021

The Charter Township of Orion Planning Commission held a regular meeting on Wednesday, April 21, 2021, at 7:00 pm at the Orion Township Community Center, 1335 Joslyn Road, Lake Orion, MI 48360 and also simultaneously VIA VIDEO CONFERENCE - GoToMeeting Access code 599-669-285 or VIA TELEPHONE 1-(571) 317-3122 Access Code 599-669-285

(Meeting was conducted both in-person and via video/telephone conference due to the health concern of COVID-19 and the Michigan Department of Health and Human Services)

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#### **PLANNING COMMISSION MEMBERS PRESENT**

Scott Reynolds, Chairman                      Kim Urbanowski, BOT Rep to PC  
Jessica Gingell, Commissioner              Garrett Hoffman, Commissioner  
Don Gross, Vice-Chairman                      Don Walker, PC Rep to ZBA  
Joe St. Henry, Secretary

#### **PLANNING COMMISSION MEMBERS ABSENT:**

None

#### **1. OPEN MEETING**

Chairman Reynolds opened the meeting at 7:03 pm.

#### **2. ROLL CALL**

As noted

#### **CONSULTANTS PRESENT:**

Eric Fazzini, (Township Planner) of Giffels Webster  
Eric Pietsch, (Township Planner) of Giffels Webster  
Mark Landis (Township Engineer) of Orchard, Hutz, and McCliment, Inc.  
Tammy Girling, Township Planning & Zoning Director

#### **OTHERS PRESENT:**

Gary Quesada                      Tom Bortolous  
Jason Vand                      Ashley Monk

#### **3. MINUTES**

A. 04-07-2021 Planning Commission Regular Meeting Minutes

Moved by Vice-Chairman Gross, seconded by Commissioner Walker to approve the minutes as amended.

Vice-Chairman Gross seconded the motion, Commissioner Walker re-supported, that the motion was changed to postpone the approval of minutes for two weeks for clarification of the intent of a motion for PC-2018-49, Hills of Woodbridge. **Motion carried**

#### **4. AGENDA REVIEW AND APPROVAL**

Moved by Vice-Chairman Gross, seconded by Trustee Urbanowski, to **approve** the agenda as presented. **Motion carried**

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Chairman Reynolds recessed the regular meeting and opened the public hearing for PC-2021-39, Lake Orion Schools Rezone Request, a request to rezone a portion (approx. .648 acres) of parcel 09-16-200-002, located at 1013, 1135, 1155, and 1255 Joslyn Road, from Suburban Farms (SF) to Limited Industrial (LI), at 7:17 pm and closed the public hearing at 7:24 pm.



Chairman Reynolds then opened the public hearing for PC-2021-37, Meijer ORI, Special Land Use request for a Large-Scale Retail Establishment equaling 90,000-sq. ft. located at 1025 S. Lapeer Road (Sidwell #09-14-226-008) & unaddressed parcel 09-14-226-001 (surrounded by parcel 09-14-226-008), at 7:24 pm and closed the public hearing at 7:29 pm.

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## **5. BRIEF PUBLIC COMMENT – NON-AGENDA ITEMS ONLY**

None

## **6. CONSENT AGENDA**

None

## **7. NEW BUSINESS**

A. PC-2019-37, Meijer ORI, Special Land Use request for a Large-Scale Retail Establishment and Site Plan, located at 1025 S. Lapeer Road (Sidwell #09-14-226-008), unaddressed parcel 09-14-226-001.

Chairman Reynolds asked if the applicant would like to make an additional presentation before they turn it over to their professional consultants?

Mr. Jason Vander Kodde, Civil Engineer Project Manager with Fishbeck, 1515 Arboretum Dr., Grand Rapids, MI presented.

Mr. Vander Kodde said that their presentation tonight is in support of the Special Land Use application. He said he had four things to talk about: first, obviously the introduction to Meijer Grocery, which Ashley had just provided, and then they are going to review the Master Plan, present the Site Plan as proposed, review the Special Land Use criteria, and then open it up for questions.

Mr. Vander Kodde showed them slides from his presentation. He said he was going to jump right into the Master Plan, the parcel is zoned for General Business (GB), it is also Master Planned for General Business (GB), said that General Business (GB) as part of the Master Plan allows for general retail use including large format department stores and uses consistent with Meijer. He stated that this proposal is in full alignment with the Master Plan.

Mr. Vander Kodde presented the Site Plan as it related to the Special Land Use. The Site Plan is in part in excess of the Special Land Use they are requesting for a large retail in excess of 55,000-sq. ft. and they are asking for 90,000-sq. ft. To secure the Special Land Use, the Site Plan is an integral of how things are put together and they wanted to share with them how they planned that.

Mr. Vander Kodde stated he was going to cover six items, location, neighbors, driveways, access, utilities, and buffering. He said that there are 7.55 acres on the SE quadrant of S. Lapeer Road and East Clarkston Rd. Their immediate neighbors are Planet Fitness to the north, Oxford Bank to the south, Burger King to the south, and they are going to have the proposed Ponds of Orion 13.5 acres site multi-family to the east. He stated that the site is accessed via five driveways, those driveways are currently proposed to remain unchanged. The primary driveway is the signalized intersection at the southbound crossover. The secondary driveway from Lapeer Rd. is in front of Planet Fitness, which is a right in right out. The third driveway is a full access driveway onto E. Clarkston Rd. The fourth driveway is a cross-access easement with a Burger King. The fifth driveway is a cross-access connection with the Oxford Bank. He added that with these driveways are to remain, they are proposing to



provide easements for ingress and egress to benefit those existing businesses and neighbors, as well as to benefit Meijer.

Mr. Vander Kodde said that they also have several utilities on the site to pay attention to. There is a storm sewer that goes to a detention pond, just to the east of the site. There is an existing sanitary sewer main that runs through the front of the site and serves Burger King, and the neighbors to the south. There is an existing water main loop around the site that benefits the Township and the adjacent neighbors. There is also an existing berm, and a 30-ft. easement to the east, south, and southwest of the existing Kmart building.

Mr. Vander Kodde stated that they have ample adequate site features to work around with their planning process for a large format retail.

Mr. Vander Kodde said he was going to present how they have proposed to accomplish that, hopefully, together with them. Their site planning includes that customers because Meijer is a customer-based family-owned business. Then they want to provide access for the neighbors and themselves. They want to continue to provide utility service, and provide screening and buffering according to the Township Zoning Ordinance and planning ideals.

Mr. Vander Kodde showed the Board the upper right end of the store as their front entrance, and that is accessed by their primary parking lot, and then they have a secondary parking lot just to the north of the entrance. To the left side of the building is their pharmacy drive-up window, which is right behind the Oxford Bank. The right side of the building is the online order pick-up area. Behind the building on the south is the employee parking lot, and then on the northeast corner is the shipping/receiving area. These are coordinated with their access easements with their neighbors and their existing driveways.

Mr. Vander Kodde said that the proposed store location also accommodates the existing utilities, the sanitary sewer is in the same location, the water main loop also goes around the building, and then the storm sewer connects to the existing storm sewer lines that were historically serving the Kmart building. They are re-piping and reusing those existing utilities. He added that there was also a Dewaterline that runs along the south southeast and east property lines, which will also remain under the site. He said that is their site planning, they accommodate customers, access, utilities, and screening.

Mr. Vander Kodde said next he would like to talk about the Site Plan waivers they are requesting. As their planning processes unfolded with the Township staff, they realized that this particular site with its existing conditions is a perfect fit for their proposal and it fits well to the site, however, some of the zoning ordinance requirements are going to require a little flexibility, if they are going to work together, so they are looking for their help on several items. They are trying to balance several things in the zoning ordinance on this site. The first thing is the parking space count. The ordinance requires five parking spaces per thousand square feet in the building, and they are at 3.2 parking spaces per thousand. They have submitted a parking study as part of their application packet supporting that request with their anticipated parking for the business. Because they are looking for a reduction in parking, they are also looking for a reduction in landscaping, they are trying to balance the need for as much parking as possible, with the need for as much landscaping as possible, on a very small existing site, that they thought was a perfect fit for a new Meijer store. The circulation patterns, the green space, and buffering areas are specifically designed to be as big as possible for both parking and landscaping needs. He added that the Township Planner can support the fact that they have provided as much parking and landscaping as they can within the site constraints and they still fall short of both parking and landscaping. If they are to increase the landscaping, they fall even further short in parking. If they decrease landscaping to increase parking, they fall further short



in landscaping. With the 7.55 acres site, there is simply not enough real estate for them to accomplish everything the ordinance asked them to do. Those are the waivers they are asking for tonight. He was happy to talk about any of them in detail but wanted to start with a high-level conversation for them.

Mr. Vander Kodde said they are also looking at the Special Land Use criteria. They are compatible with the adjacent uses and the Master Plan. They are reusing their existing public services, impact on traffic patterns, and they are not creating detrimental effects, they are enhancing the surrounding environment with improved landscaping, and circulation and they are not isolating any existing land uses. They felt that they meet the Special Land Use criteria.

Planner Fazzini read through his review date stamped April 9, 2021.

Engineer Landis read through his review date stamped April 7, 2021.

Chairman Reynolds stated that the Fire Marshal had some comments in regards to the east drive requiring no parking signage, and the Fire Department connection is being on the northeast side of the building. They don't have any comments from RCOC, but they did complete a preliminary review. There were no additional comments or concerns from their Public Services review. There was a site walk done by the site walk committee, himself, Vice-Chairman Gross, and Secretary St. Henry were present.

Vice-Chairman Gross said that the cross access agreement with the property to the north the formal written agreement, the bank, and Burger King that was kind of a handshake. Ms. Ashely Mack said that Burger is documented, and the bank is historic so they are going to leave everything as is. Vice-Chairman Gross asked if they have formal agreements? Ms. Mack replied that since it has been there for so long they are not going to touch it. Vice-Chairman Gross said if they wanted to they could close them off? Ms. Mack replied they could but she didn't think it would be beneficial to them.

Vice-Chairman Gross asked what was the net use of the store? Ms. Mack replied that the entire store will be 90,000-sq. ft., she said that the sales floor area they didn't lock that down. Vice-Chairman Gross said basically 10% or 20% lockroom? Ms. Mack said probably closer to 10%. Chairman Gross said that could reduce the amount of parking that would be required under the ordinance by about another 50 parking spaces or so.

Vice-Chairman Gross asked what the status of the Ponds of Orion? Planning & Zoning Director Girling replied that they have a soil erosion permit that has occurred. She added that the developer is active in the community in other developments so it is not a matter of them being gone, they just have not proceeded past the soil erosion, and the soil erosion stops the expiration of the site plan. Vice-Chairman Gross asked if they are moving forward or not? Planning & Zoning Director Girling replied that she has no reason to believe they are not.

Vice-Chairman Gross stated that one of the reports said that the Ponds of Orion will be installing a 6-ft. concrete along the rear property line between their properties. Mr. Vander Kodde replied yes there is a 6-ft. concrete on the approved engineer drawings for the Ponds of Orion on their side of the property line. Vice-Chairman Gross asked if their plans could reflect that 6-ft. wall that would be by others, he thought that would be helpful because right now there is just a chain-link fence back there. Mr. Vander Kodde replied absolutely.

Vice-Chairman Gross asked about the retention pond? Engineering Landis replied that is an existing pond that the Ponds of Orion are proposing to enlarge to accommodate their development. As it stands now that pond serves the existing building, so they are allowing them



to discharge to that as is with the understanding that they will be adding the mechanical pretreatment devices to filter out the sediments as it doesn't have a 4-bay. Vice-Chairman Gross asked if Engineer Landis was ok with that under the current plan? Engineer Landis replied yes.

Vice-Chairman Gross asked if their trash is going to be with a compactor inside the store? Mr. Vander Kodde said that the compactor is inside and the trash receptacle is outside, but it is an enclosed receptacle.

Vice-Chairman Gross said relative to the parking he saw a logical request to reduce the amount of parking. They are dealing now with online purchases which are going to reduce the amount of instore traffic, hopefully, and the same with the pharmacy so people will not be parking their car and going into the store and taking up parking spaces.

Vice-Chairman Gross thought that their report was very well done, in terms of addressing all of the issues regarding the standards and requirements of the Special Land Use.

Vice-Chairman Gross questioned the other Board Members if there are some items that require Zoning Board of Appeals waivers, and asked if they were in the position of denying the site plan because of the deficiency in the setbacks, or approving subject to the waivers? Planning & Zoning Director Girling said if they look at the suggested motions, she has incorporated them into the postponement which could be carried to any of the other motions. She did have a conversation with the Township Attorney and based on the complexity of it and discussion on the ability to go to the Zoning Board of Appeals prior to a concrete answer at the Planning Commission is appropriate. It would be whatever their motion is, only those features that require a variance to allow the ability to go to the Zoning Board of Appeals. She added that if they are ok with what is on the plan, and they are giving a Conditional Approval, the suggested motion would be technically denied, however, if they get their variances they are approved, which they are used to going. If they don't feel that everything is on the plan that they need to see, then that is the motion that she provided to them which is a motion to postpone, however, they are denied on the aspects that it requires a variance to allow them to go the Zoning Board of Appeals before they come back to the Planning Commission. All of that was verified with the Township Attorney.

Mr. Vander Kodde asked Planning & Zoning Director Girling that he thought it was referring to the Site Plan component and that also the Special Land Use component. Planning & Zoning Director replied correct, the Special Land Use can be decided, the waivers can be decided tonight if they so choose, and then recommend approve or recommend approve with conditions, postponed whatever they choose on the Site Plan.

Chairman Reynolds said that there are a number of items for this approval, some waivers that they can grant, and then the variances that they will need to seek. He asked if they were looking for feedback on the general open items and to come back with a revised Site Plan with them or are they seeking full approval tonight with conditions? Mr. Vander Kodde replied that in the reviews that they received from the professional consultants there is nothing in there that was concerning to them. They are able to accommodate all of those requests, however, they are more than happy to bring back a revised Site Plan if that is what the Planning Commission desires.

Vice-Chairman Gross thought it was a good reuse of the property. It makes sense that a retail building going to a retail building. The requested waivers he thought were justified based upon the surrounding circumstances with the adjoining properties. He thought that the parking count was justifiable. He felt it would be a disservice to deny the plan and then have it wait another



month to have it come back to them for final approval. He said he didn't see a formal landscape plan. Mr. Vander Kodde said that there was a landscape plan on sheet C600. He did not have the species of the trees called out but had the locations of the plantings and the number of trees and bushes called out. Mr. Vander Kodde said that they have provided the evergreen and the deciduous ornamental, shade tree, plantings beds, and shrubs locations. They just haven't spent the time to detail out the species and calibers at this point. He added with the inquire of if they are satisfied with the layout, and if they are, then they will dive into that detail and present it to the consultants.

Chairman Reynolds stated that he agreed with Vice-Chairman Gross's comments he thought it was a very comprehensive package, there is a handful of items that need a little additional detail or clarification he thought for the record. He didn't think there were major items there, it was not an extensive list, he thought it was a number of detailed items that in many cases they establish in final engineering it is a very large package there is a lot of thought here.

Chairman Reynolds asked where was the intent for the dumpster enclosure then, and if it was a standard size dumpster enclosure? Mr. Vander Kodde said that just to the west of the word Meijer there is a bump-out on the building just to the east of that bump-out are two thick strips those thick strips are heavy-duty concrete for the dumpster enclosure to run on when it gets offloaded and loaded onto the semi-truck. Chairman Reynolds asked if it was recessed or screened? Mr. Vander Kodde replied that it is recessed four feet down. He added that if they look at the side elevation of the building, they will see that there is an opening there for the compactor.

Chairman Reynolds asked if there were any issues with addressing that the east drive would not be utilized for no parking signage, essentially the Fire Marshal comments. Mr. Vander Kodde replied no issue.

Chairman Reynolds asked if they had an idea on how many square feet is the building that is being removed? Mr. Vander Kodde replied approximately 86,900-sq. ft.

Chairman Reynolds asked if they were opening a similar parking count? There are modifications to the lot, but is that a similar parking count? Mr. Vander Kodde said that they would be reducing the parking count because the entire south lot on the building was also used for parking so that south lot parking is going to be essentially reduced to the employee parking space. The area of the main front end, there will be a reduction in parking from the existing count to the proposed count in order to increase the landscaping and allow the online order pick-up area. Chairman Reynolds asked in the general sense of the western portion of parking is that parking count give or take similar to what was provided? Meaning the primary retail parking of the previous facility was similar square footage, and they are dealing with similar numbers here. Mr. Vander Kodde replied that the main lot is going to be similar, he hasn't done a per space count.

Secretary St. Henry asked if they know what the overflow parking is roughly? If Meijer customers did encroach into the rest of the parking area, do they have a general idea of how many spots are there in front of Planet Fitness and the smaller retail outlets? Mr. Vander Kodde replied that he didn't have that number this evening. He said being out there onsite during rush hour, that the parking lot was less than half full.

Vice-Chairman Gross asked if they had rights for cross-parking as well as access drive? Mr. Vander Kodde replied that they do not have cross-parking rights, they only have cross-access rights.



Board Member Walker said he wanted to compliment them. He has been doing this for some time, and theirs was one of the best presentations that he had ever seen. He added that this was like the angels lifting Kmart out of there and putting them in there. He thought that everything just seems to fit. He said that when he first looked at this, he thought that they wanted a bunch of waivers, and then he began thinking, how did Kmart get this without those waivers? Did the ordinance change? They are going in there and they are becoming Kmart as he can see it. He stated that they didn't tell them how wonderful it is going to be for Orion Township, they said none of those things, he was so happy to hear that. They are here to make some money, he gets it, it is wonderful and it is the way it is supposed to be. He congratulated them on the presentation and couldn't see why they wouldn't deny any of these waivers provided that they do everything the consultants suggest that they do.

Secretary St. Henry said that when that original Kmart went in, in the early 70s who knows what ordinances were out here then. He said that this building has sat empty for a least 2 years, the community has their ideas of what should go in there and what should not go in there. The fact that a known, large state entity wants to move in there and take down the old building and put up a brand-new building, there is a dearth of grocery shopping on this end of town, he lives close by. He saw no reason to not grant them the waivers, and then to work with Meijer wholeheartedly. This is the Township's center or close to it, thousands of people come by it every day, and he thought it was important that they develop it in the right way and this is a known entity with a strong plan.

Chairman Reynolds agreed, they have been in need of a use on this for quite a while. He was familiar with some of Meijer's boutique products that are responsive to current markets, market trends, and needs. There is less of foot on the ground, going through the store, there is a lot of delivery options. He looked favorably on the reduced parking. He thought as a Master Plan component they want to avoid seas of underutilized parking and didn't see a major issue with that. He thought the modifications of the existing site are generating a lot of the requested waivers and concerns. There are a few such as heights and things that are variance-based, in his perspective are acceptable variances, but they are not there to grant those at this level. He felt that there was a lot of good, and it being a right-sized development for their area. This being a similar footprint in size to the existing Kmart maintaining similar parking, he looked favorably on that, they are not looking to propose a 100,000-sq. ft. store. He added that he thought that the motion needs to incorporate some re-reviews by their professional consultants to address some of the open items and make sure that there are no new ones created by some of the modifications and items that have been agreed to here, or in reviews.

Chairman Reynolds asked about the drive that would be the light at the turnaround, is there any concern with traffic generation that would modify that light or anything, or is that strictly out of their hands, and a review that needs to occur elsewhere? He knew that it works right now it is a single access point, but just making sure that they don't need to look into that further. Engineer Landis said that it would be an RCOC call, but given the fact that the anticipated trips are relatively the same, he can't see that changing, but it would be an RCOC call.

Secretary St. Henry asked so the anticipated trips from Kmart to Meijer are the same? Engineer Landis replied approximately the same yes. The Meijer is only about 3,000-sq. ft. larger than the existing Kmart, and the trips generated by that additional 3,000-sq. ft. is minimal. Secretary St. Henry said that is what is on paper, but he could tell them that this Meijer will be much busier than Kmart has been in the last 15 years, there will be a lot more traffic, they will have to address it. He said they can't look at what the last two years have been with Kmart closed and Planet Fitness dealing with COVID and everything else. Engineer Landis replied understood. He said it is not necessarily looking back at how busy or not busy Kmart has been it is based on industry-standard criteria for a store of that proposed use, so they are comparing apples to



apples. Mr. Vander Kodde said that the results of a traffic impact study are going to tell them the mitigation measures that they will need to take to accommodate the traffic, and those measures are already established on this site. Chairman Reynolds said that that data is pretty much remaining the same that they are not going to look at whether it was a thriving or failing store to generate modifications to traffic.

Chairman Reynolds asked if there was any discussion, he knew that they were dividing the parcel, but what about maintaining the existing elevations to that existing structure? He would like there to be some sort of comment that it is going to be continued on, the structure to the north. He knew they were splitting this off and it goes back to a requirement of an adjacent parcel so it makes things complicated but it is originally an existing parcel. They get the intent of that north edge of the building or that south edge of the north building, being modified kind of getting lopped off. He asked if there was any discussion or agreement right now? Planning & Zoning Director Girling said if she is not mistaken, the parcels are already correct because there is a parcel number for the rest of the buildings, there is a parcel number for the existing Kmart including the parking that it has, that is why on the agenda it says one sandwiched, so it is technically already a tax parceled I.D.'d separate. Before it was one site that was the piece sandwiched, the Kmart building, and the remaining buildings with their parking. She asked if their sale of it was truly as the tax parcel exists right now, what was there to divide? Chairman Reynolds agreed, he said it was not so much the division as the aesthetic of that north side of the building that now will have a new south façade. He didn't know if that has been discussed, it is not Meijer but this project is generating that. He asked if there was any discussion to addressing that façade in any way. Mr. Vander Kodde replied there has been. He said he wasn't sure how much detail he was looking at but the existing wall between the two buildings is a shared wall, and that shared wall will remain.

Chairman Reynolds said his deal is that it is not just going to be just a blank unfinished façade, there is only so much they can require but he asked that it be an item that gets reviewed. It is an existing façade technically speaking they are getting into the gray area of their ordinance. He just wanted to make sure that it maintained esthetically. Mr. Vander Kodde said in his case as an applicant it is an existing wall on someone else's property. Chairman Reynolds agreed. Mr. Vander Kodde said that they would need a demolition permit for removing the Kmart building. The shared wall between Planet Fitness and Kmart will remain in place. Planner Fazzini said that they could review the details on what is to remain, painted cinderblock, or something like that. Chairman Reynolds stated that he didn't review the drawings close enough to understand if the line was the middle of the party wall. Mr. Vander Kodde stated that the lot line is actually inside Planet Fitness and there is a two-ft. easement to accommodate their wall on their property. Chairman Reynolds said if they could just speak to the record of that being a concern to be addressed, he knew that there were limited ordinance items and it was existing and façade modifications are allowable without Site Plan approval too.

Moved by Vice-Chairman Gross, seconded by Commissioner Hoffman, that the Planning Commission approve PC-2021-37, Meijer-ORI, Ordinance #78, Section 30.02, the Special Land Use request for a large-scale retail establishment, located at 1025 S. Lapeer Rd. (Sidwell #09-14-226-008) & unaddressed parcel 09-14-226-001 (surrounded by parcel 09-14-226-008) for plans date stamped received March 24, 2021. This Special Land Use approval is based on the following findings of facts: that the proposed use is compatible with the adjacent uses which are currently existing; it is compatible with the Master Plan: which shows this as a general business area; the public services are adequate since they are currently in existence; the impact on traffic has been demonstrated as not being adverse to this request; there will be no detrimental effects due to the construction of this project on the property; this will be an enhancement of the surrounding environment, and there will be no isolation of existing land use as a result of this development.



**Roll call vote was as follows:** Gross, yes; St. Henry, yes; Urbanowski, yes; Walker, yes; Gingell, yes; Hoffman, yes; Reynolds, yes. **Motion carried 7-0.**

Moved by Vice-Chairman Gross, seconded by Commissioner Hoffman, that the Planning Commission **approve** a parking calculation waiver for PC-2021-37, Meijer-ORI Site Plan, Ord. No. 78, Section 14.03(C), located at 1025 S. Lapeer Road (Sidwell #09-14-226-008) & unaddressed parcel 09-14-226-001 for plans date stamped received 3/24/2021, based on the following: that the area of the building as originally calculated was at the gross building area, the net building area would reflect a substantial reduction in the required parking; the parking study submitted by the applicant which identifies the time, days, and seasons for substantial parking has justified this waiver; the proposal does identify that there are new standards being provided in this development with the online purchases and pick-up reducing the long-term parking in the parking lot for both grocery as well as drive-up pharmacy; there is a shared access agreement for access to the adjoining properties to the north and the south.

**Roll call vote was as follows:** Walker, yes; St. Henry, yes; Gross, yes; Gingell, yes; Hoffman, yes; Urbanowski, yes; Reynolds, yes. **Motion carried 7-0**

Moved by Vice-Chairman Gross, seconded by Commissioner Hoffman, that the Planning Commission **approve** a parking area/drive setback waiver for PC-2021-37, Meijer-ORI Site Plan, Ord. No. 78, Section 14.03(C), located at 1025 S. Lapeer Road (Sidwell #09-14-226-008) & unaddressed parcel 09-14-226-001 for plans date stamped received 3/24/2021, based on the following: this does provide adequate land for parking and the parking is located as such as to provide sufficient parking on the site.

**Roll call vote was as follows:** St. Henry, yes; Gingell, yes; Hoffman, yes; Urbanowski, yes; Walker, yes; Gross, yes; Reynolds, yes. **Motion carried 7-0**

Moved by Vice-Chairman Gross, seconded by Secretary St. Henry, that the Planning Commission **approve** a greenbelt width waiver for PC-2021-37, Meijer-ORI Site Plan, Ord. No. 78, Section 14.03(D), located at 1025 S. Lapeer Road (Sidwell #09-14-226-008) & unaddressed parcel 09-14-226-001 for plans date stamped received 3/24/2021, based on the following: the landscape greenbelt waiver being provided is an excess of what currently exists on the site and an increase waiver would further reduce the amount of parking on the site.

**Roll call vote was as follows:** Urbanowski, yes; Hoffman, yes; St. Henry, yes; Gingell, yes; Walker, yes; Gross, yes; Reynolds, yes. **Motion carried 7-0**

Moved by Vice-Chairman Gross, seconded by Commissioner Hoffman, that the Planning Commission **approve** a parking lot landscape adjacent to the road width waiver for PC-2021-37, Meijer-ORI Site Plan, Ord. No. 78, Section 27.05(A)(4), located at 1025 S. Lapeer Road (Sidwell #09-14-226-008) & unaddressed parcel 09-14-226-001 for plans date stamped received 3/24/2021, based on the following: the existing landscape is consistent with the landscaping adjacent to the road further to the north.

**Roll call vote was as follows:** Gross, yes; Urbanowski, yes; Hoffman, yes; Gingell, yes; St. Henry, yes; Walker, yes; Reynolds, yes. **Motion carried 7-0**

Moved by Vice-Chairman Gross, seconded by Commissioner Hoffman, that the Planning Commission grant site plan **approval** for PC-2021-37, Meijer-ORI Site Plan, Ord. No. 78, Section 30.01), located at 1025 S. Lapeer Road, (Sidwell #09-14-226-008) & unaddressed parcel 09-14-226-001 for plans date stamped received 3/24/2021. This approval is based on



the following conditions: that the plan identified the no parking fire lane signs as required by the Fire Department; that the plan complies with all the OHM conditions #1-11 of their report of April 7, 2021; that the plans show a 6-ft. wall screen adjacent to the residential property to the east as a plan by others; that the landscape plan be completed showing the details of the plant materials; the photometric plan be submitted and complete; the dumpster profile to be shown in the detail; cut sheets submitted for the project; further, subject to waivers being obtained from the Zoning Board of Appeals for the rear, being the east, setback waiver, the rear façade being greater than 100-ft. in length, the loading dock setback of 50-ft. be revised to 40-ft.

Discussion on the motion:

Chairman Reynolds thought one thing to add was, and he felt he had addressed the setback variance of 63.9-ft in his motion. He asked if that was the intent? He said essentially all variances that are required by the site plan are to be requested by the Zoning Board of Appeals.

Chairman Reynolds said that the second one he would say he did not have a comment about the dumpster being shown on the plan or indicated on the plan. He wanted to clarify it looks like the dumpster is going to be recessed but not screened. He asked if that was a requirement they would like to make. He said maybe the applicant can just clarify that the dumpster enclosure on that pad that is outside of the loading dock is to remain there 100% of the time, or to be placed inside and then brought out, will it be screened in some way? Mr. Vander Kodde said that the bottom four feet will be recessed and then on top of that recessed wall there is going to be a fence to prevent trip and fall hazards from the elevated area to the recessed area. He added that they would be happy to provide some screening on top of that wall as well if it would be helpful. Chairman Reynolds thought it would be appropriate to screen the dumpster or modify that detail to a solid instead of an opaque. Eric Fazzari said that the ordinance requirement is a masonry brick type wall. Chairman Reynolds said that as long as the enclosure meets the ordinance standards potentially. Mr. Vander Kodde said that they will provide that on top of that wall for the length of the dumpster. Vice-Chairman stated that the dumpster profiles meet the ordinance requirements. Chairman Reynolds said that all of the variances were requested and received in order to receive approval, and the dumpster is to be screened per the ordinance requirement.

Vice-Chairman Gross amended his motion, Commissioner Hoffman re-supported, that all of the variances were requested and received in order to receive approval, the dumpster is to be screened per the ordinance requirement, and that the plans be re-reviewed by the professional consultants.

**Roll call vote was as follows:** Walker, yes; Gross, yes; Urbanowski, yes; Hoffman, yes; St. Henry, yes; Gingell, yes; Reynolds, yes. **Motion carried 7-0.**

B. PC-2021-39, Lake Orion Schools Rezone Request, a request to rezone a portion (approx. .648 acres) of parcel 09-16-200-002, located at 1013, 1135, 1155, and 1255 Joslyn Road, from Suburban Farms (SF) to Limited Industrial (LI).

Chairman Reynolds reminded the Commissioners that this is a rezone request they are not getting into site plan approval items.

Chairman Reynolds asked if the applicant had anything that he wanted to add? Mr. Gary Quesda replied not if the commission doesn't have any questions.



Planning Fazzini read through his review date stamped March 31, 2021.

Chairman Reynolds stated that he didn't see any major conflict or issue with the rezone. He thought it was a minor expansion to the existing zoning, it is not creating any spot zoning conditions, and didn't have any major issues with the proposal as long as it's essentially in substantial completion, meets all of their criteria, and they have everything documented on record adequately.

Moved by Vice-Chairman Gross, seconded by Commissioner Walker, that the Planning Commission forwards a recommendation to the Township Board to approve PC-2021-39, Lake Orion Community Schools Rezone Request, to rezone a portion (approx. .648 acres) of parcel 09-16-200-002, located at 1013, 1135, 1155, and 1155 Joslyn Road from Suburban Farms (SF) to Limited Industrial (LI) for the application date stamped received 3/22/2021. This recommendation to approve is based on the following findings of facts: that the objectives are consistent with the Master Plan; the existing and proposed use of the property within the general area and the question is consistent with the zoning and Master Plan; the proposed rezoning is appropriate if combined with the property to the east and made it part of that general area of development; the zoning is consistent with the trend of development of the general area of the property in question; the approval is conditioned upon the approval of a boundary adjustment and new legal description being provided for the subject properties; this rezoning does not approve the site plan and a site plan would be before them at a later date, and they would review it relative to its zoning ordinance requirements at that time.

Discussion on the Motion:

Chairman Reynolds asked if the idea of it being combined with the adjacent parcel a condition or is it a finding of fact? Vice-Chairman Gross replied a finding of fact.

**Roll call vote was as follows:** St. Henry, yes; Walker, yes; Urbanowski, yes; Hoffman, yes; Gross, yes; Gingell, yes; Reynolds, yes. **Motion carried 7-0.**

**8. UNFINISHED BUSINESS**

None.

**9. PUBLIC COMMENTS**

None.

**10. COMMUNICATIONS**

None.

**11. PLANNERS REPORTS/EDUCATION**

None.

**12. COMMITTEE REPORTS**

None.

**13. FUTURE PUBLIC HEARINGS**

None.

**14. CHAIRMAN'S COMMENTS**

Chairman Reynolds said he was excited for some new developments rolling into town.



### **15. COMMISSIONERS' COMMENTS**

Trustee Urbanowski regarding the Master Plan meeting they had earlier, and thought that they do need to get the word out regarding the Master Plan. She thought that if they share it with everybody and do what they can, social media, send an email, they can get a good turnout. Chairman Reynolds stated that they don't have to be professional, Planning Commissioner, to come out to these things, they are just normal people, and they all come from different backgrounds. Hopefully, they can present tools that help that discussion.

Commissioner Hoffman said he was excited as well. He liked the date of the 16<sup>th</sup> being further out, he has a baby coming right at the end of May.

### **16. ADJOURNMENT**

Moved by Commissioner Hoffman, seconded by Trustee Urbanowski, to adjourn the meeting at 8:47 p.m. **Motion carried.**

Respectfully submitted,

Debra Walton  
PC/ZBA Recording Secretary  
Charter Township of Orion

\_\_\_\_\_  
Planning Commission Approval Date



**CHARTER TOWNSHIP OF ORION PLANNING COMMISSION MINUTES**  
**PC-2021-39**  
**LAKE ORION SCHOOLS REZONE REQUEST**  
**PUBLIC HEARING – WEDNESDAY, APRIL 21, 2021**

The Charter Township of Orion Planning Commission held a Public Hearing on Wednesday, April 21, 2021, at 7:17pm at the Orion Township Community Center, 1335 Joslyn Road, Lake Orion, MI 48360, and simultaneously via "GoToMeeting" #599-669-285.

**PLANNING COMMISSION MEMBERS PRESENT:**

Don Walker, PC Rep to ZBA  
Kim Urbanowski, BOT Rep to PC  
Joe St. Henry, Secretary  
Garrett Hoffman, Commissioner

Scott Reynolds, Chairman  
Don Gross, Vice-Chairman  
Jessica Gingell, Commissioner

**PLANNING COMMISSION MEMBERS ABSENT:**

None.

**CONSULTANTS PRESENT:**

Eric Fazzini, (Township Planner) of Giffels Webster  
Eric Pietsch, (Township Planner) of Giffels Webster  
Tammy Girling, Township Planning & Zoning Director

**OTHERS PRESENT:**

Gary Quesada                Tom Boutrous  
Jason Vander Kodde    Ashley Mack

PC-2021-39, Lake Orion Schools Rezone Request, a request to rezone a portion (approx. .648 acres) of parcel 09-16-200-002, located at 1013, 1135, 1155, and 1255 Joslyn Road, from Suburban Farms (SF) to Limited Industrial (LI)

Mr. Gary Quesada from Royal Oak, MI and he was representing Ken Zmijewski who is the authorized representative of the school districts regarding this petition.

Mr. Quesada said back on February 18, 2021, the petitioner brought a Site Plan for 1761 Clarkston and there was a discussion of the site plan at the time but one of the things that were pending and had to be resolved was this petition which is a petition to rezone. He stated that the school district submitted an application authorized them to represent them, however, that application did not include some information, the reviewer made a staff report the other day, yesterday they submitted some additional information, he didn't know if they had time to look at it, he was happy to walk through it, if they haven't. He said the additional information was to address the concerns raised by the plan reviewer regarding the rezoning.

Mr. Quesada gave some background their engineer has addressed the issues to the extent that they can for the site plan as well. They can talk about that later if they wanted or in the next meeting but right now, he wanted to talk about the responses to the planner's review.

Mr. Quesada said the first thing was the plot plan that was submitted was not in conformance and they have submitted their engineering site plan with some adjustments, some editing, that he thought conforms with the intent of the application requirements. On their original they didn't have the applicant's name, they had the authorized representative's name, they have added that. The scale is on these plans, north direction, zoning classification, those things are on the plans, including the easement to the center of Clarkston Rd., and tax parcel i.d., all of those things are listed. Their site is really the issue, not the school district site. The school district is just finishing its building. The plot plan that they gave them was the plot plan for 1761 Clarkston with the strip the 40X694-ft. strip is what the actual measurement is and that is also on the plan. They have clarified all those things on the plot plan if there are any questions about that. Chairman Reynolds stated that they will get into some of those comments later on, and just wanted to



address the public comment portion at this point. They will dig into that deeper and will respond with their professional consultants later on under 7B.

Mr. Quesada said that the other aspect of this is the findings of fact that the commission has to make. They didn't address those in their original application, this time they did. They think that this rezoning is in conformance with the Master Plan, provided as the current and future land use maps. This is a light industrial area, they are talking about a very small strip just to allow for this development which is planned to be public outdoor storage, not outdoor storage like boats, it is not conditioned space, it is for private units. That use is light industrial use, it is very low impact, some of the future land use around this is designated as medium density housing, should there be medium density housing, that would be one of the things that drive the need for public storage facilities in the first place, that is something that would be in conformance. They thought this was very much in conformance with the direction. The current development right now has been stable, the same business has been there for some time but if new housing is going to go in, this is a need and it is in the Light Industrial (LI) zone anyway. This will not be spot zoning and thought it was a very suitable purpose. He included a photo survey, if they haven't been out to the site, one of the things about it is that there are high-voltage wires are going right over part of the site. He thought that the trend of this area was going to stay with light industrial. He added that perhaps there is some possible mixed use that could come in but generally speaking it is less attractive to put housing under high-voltage. He thought it was the right type of facility.

Mr. Quesada thought that another thing that was important is that the school district has already developed to the north end of their property, the area next to their development will be left natural. They are going to have a much-improved facility, right now it is an open-air facility, there is an old wood fence, they will put up some decorative fencing, landscaping on both sides, the buildings will not be a bright orange like some of these public storages, it will be a more subtly colored it will not be calling out attention. It will be an unintrusive appropriate use for this site, and it is just this 40-ft. strip.

Chairman Reynolds asked if there were any public comments? There were not.

Chairman Reynolds asked if there were any comments from the Commissioners? There were not.

Chairman Reynolds closed the public hearing at 7:24 p.m.

Respectfully submitted,

Debra Walton  
PC/ZBA Recording Secretary  
Charter Township of Orion

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Planning Commission Approval Date



APR 20 2021

Orion Township  
Planning & Zoning

**MOST CURRENT AERIAL IMAGE:**





# CHARTER TOWNSHIP OF ORION PLANNING COMMISSION



2525 Joslyn Road  
Lake Orion, MI 48360  
(248) 391-0304

RECEIVED

MAR 15 2021

Orion Township  
Planning & Zoning

## APPLICATION FOR REZONING

Case Number PC-2021-39

### **\*PROOF OF OWNERSHIP MUST BE INCLUDED IN THE APPLICATION\***

(Acceptable documentation includes: Warranty Deed, Quit Claim Deed, Land Contract, and Option to Purchase with a Copy of the Warranty Deed. If the applicant is not the property owner, then written authorization from the property owner must be included.)

### NOTICE TO APPLICANT

The following application must be completed (**incomplete applications will be returned to the petitioner**) and filed with the Township at least four (4) weeks prior to a scheduled Planning Commission meeting in order to initiate a request for Rezoning Approval. Regular meetings of the Planning Commission are held on the first and third Wednesday of each month at 7:00 p.m. at the Orion Township Hall, 2525 Joslyn Road, Lake Orion.

201

Date: February 26, 2021

Project Name: LOCS and Orion Investment Group Rezoning

Applicants Name: Lake Orion Community Schools

Applicants Address: 315 N. Lapeer Street

City: Lake Orion

State: Michigan

Zip Code: 48362

Phone#: 248-693-5415 Fax #: 248-693-5464 E-Mail: John.Fitzgerald@lok12.org

Property Owner Name: Lake Orion Community Schools

Property Owner Address: 315 N. Lapeer Street, Lake Orion, MI 48362

Phone#: 248-693-5415 Fax #: 248-693-5464 E-Mail: John.Fitzgerald@lok12.org

**Please attach an additional sheet, if there are two or more property owners.**

Name of Firm/Individual who Prepared the plan: Contact person is: Ken Zmijewski

Address: 1761 Clarkston Rd, Lake Orion, MI 48362

Phone#: 248-364-3900 Cell#: 248-425-3448 E-Mail \_\_\_\_\_

**\*Please Indicate Above The Contact Person For The Proposed Rezoning\***

### **Property Description:**

Location or Address of the Property: Portion of 1255 Joslyn Road, Lake Orion, MI 48360

Side of Street \_\_\_\_\_ Nearest Cross Streets: Joslyn and Clarkston Roads



Sidwell Number(s): 09-16-200-002

Total Acreage: Est. existing 43.944 acres.  
Selling about 2/3s of one acre.

Subdivision Name (if applicable) \_\_\_\_\_

Frontage (in feet): \_\_\_\_\_ Depth (in feet) \_\_\_\_\_

\*Please Attach to the Application a Complete Legal Description of the Subject Property

**Current Zoning Classification:**

Subject Property: Suburban Farms

Adjacent Properties:

North: Clarkston Road

South: Suburban Farms

East: Limited Industrial

West: Suburban Farms

**Requested Zoning Classification:**

Subject Property: Limited Industrial

202

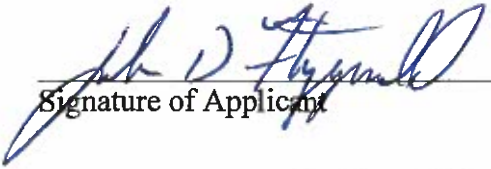
Existing Use of Property: Public school campus

Proposed Use of Property: Portion to be sold is proposed to be Industrial (self-storage).

**Statement of Purpose:** On a separate sheet of paper attach to the application the reasons why: 1. The rezoning is necessary for the preservation and enjoyment of the rights of usage commonly associated with property ownership; 2. The existing zoning classification is no longer appropriate, and, 3. The rezoning will not be detrimental to surrounding properties.

**\*\*\*10 Sets Of The Plot Plan And The Rezoning Application Prepared In Accordance With The Orion Township Zoning Ordinance #78, Section 30.04 And One 8x11 Map Showing The Subject Area, Acreage, Current And Proposed Zoning Designations Are Required When Submitting For A Rezoning Request. All Applicable Fees Must Also Be Included As Part Of The Rezoning Request. Please See Ordinance #41 For The Planning Commission Review Fees\*\*\***

I hereby submit this application for Rezoning, pursuant to the provisions of the Orion Township Zoning Ordinance, Ordinance #78, Section 30.04 and any other applicable Township Ordinance requirements. In support of the permit application, I hereby certify that the information provided herein is accurate and the application that has been provided is complete. As the property owner (or having been granted permission to represent the owner as to this application) and on behalf of all owners of this property, I hereby grant the Planning Commission members and Township Building Department staff permission to perform a site walk on the property, without prior notification, as is deemed necessary.

  
Signature of Applicant

3/12/2021  
Date

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date



09 16 200 002

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MAR 15 2021

Orion Township  
Planning & Zoning

965

1820

1800

1780

1870

1842

1758

W Clarkston Rd

700'

203

1761

Orion

Joslyn Rd

40'

1255

Rhodes Rd

- 2 Foot Contours
- 5 Foot Contours
- FEMA Base Flood Elevations
- FEMA Cross Sections
- 100 yr - FEMA Floodplain
- 100 yr (detailed) - FEMA Floodplain
- 500 yr - FEMA Floodplain
- FLOODWAY - FEMA Floodplain

Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present on the map.



David Coulter  
Oakland County Executive

Date Created: 3/10/2021



1 inch = 200 feet



09 16 226 001

RECEIVED  
MAR 15 2021  
Orion Township  
Planning & Zoning  
Allendale St

W Clarkston Rd

1725

204

Rhodes Rd

1761

1101

700'

40'

- 2 Foot Contours
- 5 Foot Contours
- FEMA Base Flood Elevations
- FEMA Cross Sections
- 100 yr - FEMA Floodplain
- 100 yr (detailed) - FEMA Floodplain
- 500 yr - FEMA Floodplain
- FLOODWAY - FEMA Floodplain

Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present on the map.



David Coulter  
Oakland County Executive

Date Created: 3/10/2021





March 31, 2021

Planning Commission  
Orion Township  
2525 Joslyn Road  
Lake Orion, MI, 48360

RECEIVED  
MAR 31 2021  
Orion Township  
Planning & Zoning

# Rezoning Review

Request: from SF to LI (part)

Case No: PC-2021-39  
Site: Orion Oaks Elementary School (part)  
Applicant: John D. Fitzgerald, LO Community Schools  
Plan Date: 03/15/2021  
Zoning: SF Suburban Farms  
Parcel ID: 09-16-200-002

205

Dear Planning Commission Members:

We have completed a review of the request for rezoning referenced above and a summary of our findings is below. Items in **bold** require specific action. Items in *italics* can be addressed administratively. A summary of the requested Planning Commission action is provided on the next page.





### **30.04 Amendments to the Zoning Ordinance**

**Findings of Fact and Recommendation of the Planning Commission.** Following the public hearing, the Planning Commission shall transmit a summary of comments received at the public hearing and the proposed Ordinance amendments, including any maps and recommendations make written findings of fact and transmit same, together with its recommendation, to the Township Board. The Township Board may hold additional hearings if the Township Board considers it necessary, or if requested.

**Where the purpose and effect of the proposed amendment is to change the zoning classification of a particular property, the Planning Commission shall make findings based on the evidence presented to it with respect to the following matters:**

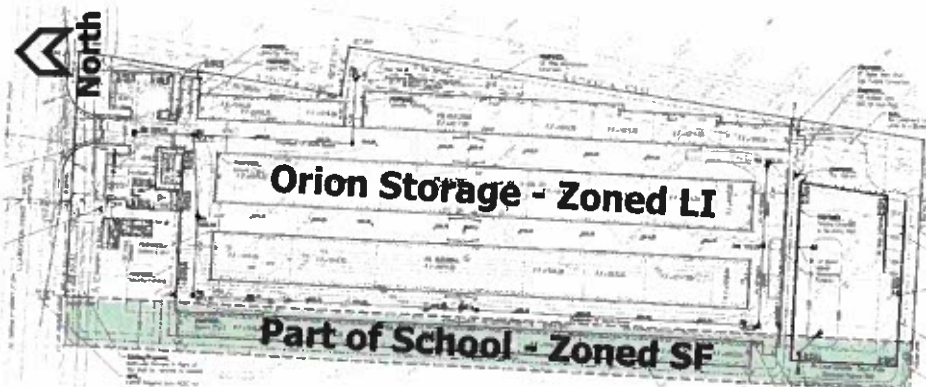
- a. The objectives of the Township's Master Plan.
- b. Existing uses of property within the general area of the property in question.
- c. The zoning classification of property within the general area of the property in question.
- d. The suitability of the property in question to the uses permitted under the existing zoning classification.
- e. The trend of development in the general area of the property in question, including any changes which have taken place in the zoning classification.

206

### **SUMMARY OF FINDINGS**

#### **Existing Conditions**

1. **Site.** The site consists of a 40-foot wide by 700-foot deep area in the northeast corner of a large existing parcel that contains Orion Oaks Elementary School. The site has 40 feet of frontage along the south side of Clarkston Road and is included within the development area of PC-2019-04, Orion Storage, a site plan review for a mini-storage and warehousing development. This case was postponed by the Planning Commission in February due to the lack of proper zoning along the west boundary of the development. This rezoning application has been submitted to provide proper LI zoning for the west boundary of the Orion Storage development as the 40-foot by 700-foot rezoning area corresponds with the 40-foot by 694.90-foot area indicated on the Orion Storage site plan.





2. **Application.** Zoning Ordinance Section 30.04 B.2. states that a plot plan shall accompany a rezoning application and shall include the following. If any of the items listed are not applicable to a particular plot plan, the applicant shall specify on the plot plan which items do not apply, and furthermore, why the items are not applicable.
- a. Applicant's name, address, and telephone number.
  - b. Scale of plot plan, north point, and dates of submission and revisions.
  - c. Zoning classification of petitioner's parcel and all abutting parcels.
  - d. Existing lot lines, building lines, structures, parking areas, driveways, and other improvements on the site and within one hundred (100) feet of the site. Aerial imagery or photographs with parcel data/or property lines should be submitted.
  - e. Existing use of the property.
  - f. Right-of-way widths of all abutting streets and alleys.
  - g. Tax parcel identification number and/or legal description with acreage calculation.
  - h. Listing of all existing street addresses within the property.

The applicant has submitted a scaled Oakland County GIS parcel map as their plot plan. This GIS map includes some of the information listed in a. through h. above but does not include detailed information that would normally be indicated on a rezoning plot plan or site plan. The Planning Commission should determine if any additional information listed above should be submitted at this time. At a minimum, the submitted GIS map should be amended to specify which items in a. through h. do not apply and why as this is a requirement of the Zoning Ordinance.

207

The area requested for rezoning should exactly match the area needed for the Orion Storage development. The Orion Storage site plan indicates an area that is 694.90 feet deep, while the rezoning application indicates an area that is 700 feet. The rezoning applicant should work with the Orion Storage applicant to ensure there are no discrepancies between these two areas if approved.

3. **Adjacent zoning & land uses (from rezoning strip area).**



Direction	Zoning	Land Use
North	LI	Industrial (multiple)
East	LI	Industrial (Orion Storage)
South	SF	Elementary School
West	SF	Elementary School



4. **FLU Map.** The Future Land Use Map classifies the site as Institutional. This classification surrounds the site to the east (Orion Storage), south, and west. Across Clarkston Road to the north is classified Single Family Medium Density. The Future Land Use Classification for Institutional is as follows:

In general, and for most communities, future land use map boundaries are not typically intended to be precise related to the boundaries of individual parcels as master plans have a long-range focus. Related to this, the Orion Township Master Plan states that:

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



**Planner Comments:** The existing 2015 FLU Map does not account for existing industrial uses and LI zoning within the area surrounding the intersection of Clarkston Road and the Polly Ann Trail, likely due to the historic presence of the rail line now occupied by the trail. It is unclear if this lack of an industrial classification for this area was intentional to phase out industrial uses within this area over time, or if this was an oversight in accounting for established industrial uses and zoning.

As part of the Master Plan Update, we will likely encourage the Planning Commission to consider an industrial classification for the Orion Storage site and surrounding industrial sites to ensure that the new FLU Map does not conflict with existing industrial uses and zoning. If the Orion Storage site is ultimately classified as industrial, this rezoning request could then be viewed as a minor expansion of an established industrial use and zone. We have no objection to this rezoning request proceeding at this time, prior to the Master Plan Update being completed, due to the apparent conflict between the established industrial use and zoning in this area, and the FLU classification.

5. **Master Plan Text.** The 2015 Master Plan text, including the Objectives, also provide guidance related to this request. Below are several sections that broadly relate to this rezoning request, including highlighted goals and objectives/policies that may relate to the proposed development of the adjacent and related Orion Storage site including the strip area subject to this rezoning request.

209

#### I. Economic Development

Goal B: To provide economically sustainable developments.

Objective I: To provide developments that can serve multiple purposes and reuse the existing buildings within the township.

**Policy 2: Monitor a business development, retention, and expansion plan.**

Goal C: To streamline the development review process.

Objective I: To assist with economic development, continue the development review procedure to encourage development providing it complies with the characteristics and needs of the community.

**Policy 1: Adjust zoning districts in a manner which is consistent with established development patterns.**

#### II. Community Facilities

Goal B: To provide for adequate sanitary sewer, public water, and stormwater management service in a manner consistent with the developed policies of the township.

**Objective II: To ensure that new development will occur where adequate services are provided and proposed.**

**Goal C: To provide for the maintenance of storm drainage systems along roadways and within developments.**

Objective I: To protect the quality of the existing storm drainage system which flows into abutting lakes, streams and wetlands.

#### III. Recreation Facilities

Goal C: Continue to develop and maintain the township-side non-motorized transportation system.



Objective/Policy 2: Continue to coordinate with the Polly Ann Trail, Paint Creek Trail, Road Commission for Oakland County, railroad companies, adjacent communities and other stakeholders

#### IV. Environmental Resources

Goal A: To preserve the natural resources of Orion Township.

**Objective II: To utilize the Township Stormwater Management and Erosion Control Ordinance to ensure that development will not adversely impact natural resources and surrounding property.**

#### VI. Transportation and Thoroughfares

Goal A: To provide a traffic circulation system that safely and efficiently services residents and businesses located within the township.

**Objective I: To obtain needed right-of-way dedications and traffic safety improvements.**

**Objective IV: To encourage improved roadway aesthetics.**

Policy 1: Roadways should be visually pleasing to motorists, pedestrians, and persons who view the roads from adjoining land.

**Objective V: To discourage development within future road rights-of-way as depicted on the Right-of-Way Plan.**

Goal B: To Develop a system of pedestrian/bicycle safety paths to link residential areas with schools, recreation areas, commercial districts and other destinations.

Objective III: To support development and maintenance of the proposed Polly Ann Trail and Paint Creek Trailway.

#### XI. Industrial Areas

Goal A: To provide for industrial development in a manner that increases the community's tax base, results in proper land use relationships, and does not negatively impact the environment.

**Objective II: To minimize the negative impacts of industrial areas on non-industrial areas and on the environment.**

Policy 1: Concentrate industrial uses in suitable locations to protect residential uses.

Policy 2: Other land uses should be physically and visually protected from the intrusion of industrial land use.

Objective III: to provide a balanced industrial development strategy to achieve environmental compatibility and maintain the semi-rural character of the township

**Policy 6: Future industrial development should be permitted only in accordance with the ability to provide required utilities and public services, including public water and sanitary sewer services, adequate road construction and maintenance, police and fire protection and a tax base to allow for adequate general municipal administrative and regulatory services.**

Goal B: To strive for high standards of design for industrial development in the township.

**Objective I: To create industrial areas which are well served by infrastructure, are efficiently served by transportation facilities and are as attractive as can be attained in an industrial district.**



## CONCLUSION

### 1. Application.

- The Planning Commission should determine if any additional information listed in Section 30.04 B.2. a. through h. should be submitted at this time.
- At a minimum, the submitted GIS map should be amended to specify which items in a. through h. do not apply and why as this is a requirement of the Zoning Ordinance.
- The rezoning applicant should work with the Orion Storage applicant to ensure there are no discrepancies between these two site plan and rezoning map areas if approved.

2. **FLU Map.** As part of the Master Plan Update, we will likely encourage the Planning Commission to consider an industrial classification for the Orion Storage site and surrounding industrial sites to ensure that the new FLU Map does not conflict with existing industrial uses and zoning.

3. **Master Plan Text.** Review item #5 contains several sections that broadly relate to this rezoning request, including highlighted goals and objectives/policies that may relate to the proposed development of the adjacent and related Orion Storage site including the strip area subject to this rezoning request.

211

Respectfully,

Giffels Webster



Eric Fazzini, AICP & CNU-A  
Senior Planner





LAW OFFICES  
CAVANAUGH | QUESADA, PLC

1027 SOUTH WASHINGTON / SUITE A  
ROYAL OAK, MICHIGAN 48067  
(248) 543-8320  
FAX: (248) 543-8330

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APR 20 2021

Orion Township  
Planning & Zoning

GARY D. QUESADA

E-MAIL: gquesada@cqlawfirm.com

April 20, 2021

**Via Electronic Mail**

Ms. Tammy Girling  
Planning & Zoning Director  
Orion Township  
tgirling@oriontownship.org  
(248) 391-0304, ext. 5000

212

RE: PC-2021-39  
Lake Orion Community School, Rezone Request  
Responses to Rezoning Review, dated March 31, 2021

Our clients: Ken Zmijewski

Dear Ms. Girling-

We are respectfully requesting the Department accept this correspondence and attachments as additional information, in response to the questions raised in the Rezoning Review dated March 31, 2021.

**Attachments:**

Please find attached a site plan sealed by Sujak Engineering as our Plot Plan in conformance with the application requirements, along with a landscape plan and photometric map.

Also find attached the most current available aerial photo, current zoning map, future land use map and a photo survey of the adjacent properties.

**Plot Plan Information:**

The reviewer noted missing information on the submitted plot plan.

- a. Applicant's name, address & phone – shown on plan, along with applicant's authorized representative.
- b. Scale, north point, dates of submission & revisions – shown on plan, latest revision is entitled "Layout Updates" and dated 1/20/2021.



- c. Zoning classification of petitioner's parcel and all abutting parcels – shown on plans or in other attachments.
- d. Existing lot lines, building lines, structures, parking areas, driveways etc. – The applicant's property is not being improved. The plan depicts the planned improvements to the property at 1761 Clarkston Road, which will be acquiring the subject strip of land being re-zoned. Therefore, the plan does not show the entire property owned by the School District.

The most Current Aerial image is attached, which shows the surrounding parcels, and notes the areas on the District's property to remain natural.

- e. The existing use of the property is shown in the photo survey attached.
- f. Right of way widths of all abutting street and alleys – shown on plan (33 ft from centerline of Clarkston Road).
- g. Tax Parcel Identification Number and/or legal description with acreage calculation – 1761 Clarkston Tax ID #, legal description and acreage calculation shown on plan.

The School District's parcel ID # is 09-16-200-02. The strip being re-zoned is measured at 694.90 feet x 40 feet which is 27,796 sq ft, or .64 acres.

- h. Listing of all existing street addresses within the property – Not applicable.

213

#### Finding of Facts for Recommendation to Township Board:

- a. Objectives of the Master Plan – The area to be rezoned would be a minor adjustment to the future land use map, simply enlarging an existing, permitted use by .64 of an acre.

The future land use map maintains a Limited Industrial Zone at the 1761 Clarkston Road property. As noted by the reviewer, the FLU Map does not reflect the current limited industrial uses of the properties to the north and east, but designates these as "Single Family Medium Density." However, there are practical restraints on residential developments in either direction. The high-voltage wires that cross over the properties and run along the Poly Ann trail reduce the attractiveness for development of homes. It is more likely the Limited Industrial uses now present will continue into the future.

If there are medium density developments in the area in the future, these developments are naturally the types of developments that drive demand for public storage facilities. Either way, maintaining 1761 Clarkston for this planned Limited Industrial use is in conformance with the goals of the Master Plan.



- b. Existing uses of Property within the general area – See above and attachments. The requested re-zoning will be similar and compatible to adjacent uses.
- c. Zoning Classification of property within the general area - See above and attachments. The requested re-zoning matches the existing adjacent zones, and will not create a "spot-zone."
- d. The suitability of the property to the uses permitted, under the existing zoning classification - The property at 1761 is currently used as a storage facility in conformance with low-impact uses permitted in a Limited Industrial Zone. The re-zoning would allow an upgrade to enclosed self-storage units, and would remain low-impact.
- e. The trend of development in the general area of the property – The trend in the immediate vicinity has been stable, maintaining current uses. The Township's Master Plan and FLU Map indicate the desire to respond to demand for medium-density housing. As noted above, medium and high-density housing drives demand for public storage. 214
- f. Any additional findings of fact – The improvements contemplated to 1761 Clarkston will be an improvement to the area and serve a market need. The facility will benefit the neighboring property owners. The new Orion Storage facility will be built with quality materials and color selection will be subtle, not bright orange or other color that will attract inappropriate attention. The grounds will be well-landscaped, maintained with an irrigation system and lighting will be studied and directed only on site (See photometric map attached).

The School District property to the west that abuts the planned new facility will be left natural, so the planned improvements will have no detrimental impact whatsoever.

The Poly Ann Trail to the east will view shrubs and landscaping which will be an improvement over the current standard wood privacy fence.

We hope the foregoing is fully responsive to the Planning Commission, Department and Reviewer's questions. We will be prepared to answer any additional questions at the hearing on April 21, 2021 at 7:00 PM. We thank you for your consideration.

Sincerely,



Gary D. Quesada

cc: Client





## Charter Township of Orion

Planning & Zoning Department

2525 Joslyn Rd., Lake Orion MI 48360

P: (248) 391-0304 ext. 5000; Fax (248) 391-1454

TO: Charter Township of Orion Board of Trustees  
FROM: Tammy Girling, Planning & Zoning Director  
DATE: April 28, 2021  
RE: PC-2021-39, Lake Orion Community Schools Rezone

Lake Orion Community Schools (specifically Orion Oaks Elementary) is requesting to rezone a 40-foot wide by 694.90 feet long area in the north east corner of their parcel. The intent is to rezone the parcel from Suburban Farms (SF) to Limited Industrial (LI) in order to do a boundary adjustment and sell the 40-foot strip to the adjacent property owner who is zoned LI. Lake Orion Community Schools has given written permission for the adjacent property owner to appear on their behalf for the re-zone application.

The Planning Commission held a Public Hearing on April 21, 2021 and later that evening at the regularly scheduled Planning Commission meeting, the following motion was passed:

*Moved by Vice-Chairman Gross, seconded by Commissioner Walker, that the Planning Commission forwards a recommendation to the Township Board to approve PC-2021-39, Lake Orion Community Schools Rezone Request, to rezone a portion (approx. .648 acres) of parcel 09-16-200-002, located at 1013, 1135, 1155, and 1155 Joslyn Road from Suburban Farms (SF) to Limited Industrial (LI) for the application date stamped received 3/15/2021. This recommendation to approve is based on the following findings of facts: that the objectives are consistent with the Master Plan; the existing and proposed use of the property within the general area and the question is consistent with the zoning and Master Plan; the proposed rezoning is appropriate if combined with the property to the east and made it part of that general area of development; the zoning is consistent with the trend of development of the general area of the property in question; the approval is conditioned upon the approval of a boundary adjustment and new legal description being provided for the subject properties; this rezoning does not approve the site plan and a site plan would be before them at a later date, and they would review it relative to its zoning ordinance requirements at that time.*

### *Discussion on the Motion:*

*Chairman Reynolds asked if the idea of it being combined with the adjacent parcel a condition or is it a finding of fact? Vice-Chairman Gross replied a finding of fact.*

**Roll call vote was as follows:** St. Henry, yes; Walker, yes; Urbanowski, yes; Hoffman, yes; Gross, yes; Gingell, yes; Reynolds, yes. **Motion carried 7-0.**

Included in your packet is the Rezoning Application, the planning consultant's review, the Public Hearing Minutes and the Planning Commission minutes from April 21, 2021, and supplemental application documents received. If you have any questions, please feel free to contact me at (248) 391-0304 x 5000.







PROPERLY DESCRIBED Tax ID No.: 09-18-226-001  
Let 35 of "Supervisor's Plat of Randell Beach Park Addition" a subdivision of part of the East 1/2 of section 16, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan, as recorded in Liber 53 of Plat, Page 20 of Oakland County Records, being more particularly described as:  
Beginning at the Northwest corner of said lot 35; thence S 88°45'41" E, 199.90 feet along the south line of Clarkston Road (66 feet wide); thence S 07°41'10" W, 217.88 feet; thence S 82°32'51" E, 39.98 feet; thence S 07°44'40" W, 476.63 feet; thence N 88°46'47" E, 165.23 feet; thence N 01°14'00" E, 694.90 feet to the point of beginning. Containing 3.02 acres and subject to easements and restriction of record.

Legal Description by Mickalich & Associates, Inc.

Note: Legal Description does not include additional 40' of property to be acquired from the adjacent property owner.

#### DEVELOPMENT NOTES:

Proposed Development is a Storage Rental Space Facility. Buildings shall have 6"-8" Roof overhangs.

Proposed Storm Sewer shall vary in Diameter with Preliminary Engineering Sizes noted below as ("x").

Proposed Grading shall be adjusted as needed at time of Final Engineering.

Original Survey performed by Mickalich & Associates Inc. Project #94039. Contours in area of Existing on-site pond updated based on Previously Approved Site Plan & owner information. Additional Survey information has been added per Township records and field data collected by Sujak Engineering PLC.

Existing Tree Information provided by Owner.

Proposed Paved areas shall be either Asphalt or Concrete per Township Standards or as specified by a Geotechnical Engineer.

Some storage Units shall be Heated. Exact number to be determined.

No Fuel or Hazardous Materials Shall be Stored on Site.

There shall be an audible Siren when Gate is Activated.

Two (2) Light Poles are proposed as shown. See Lighting Plan for Building Walkpack locations.

Parking Proposed:

ADA Parking Stalls	1
Non-ADA Parking Stalls	7
Total Parking Stalls	8

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Orion Township  
Planning & Zoning



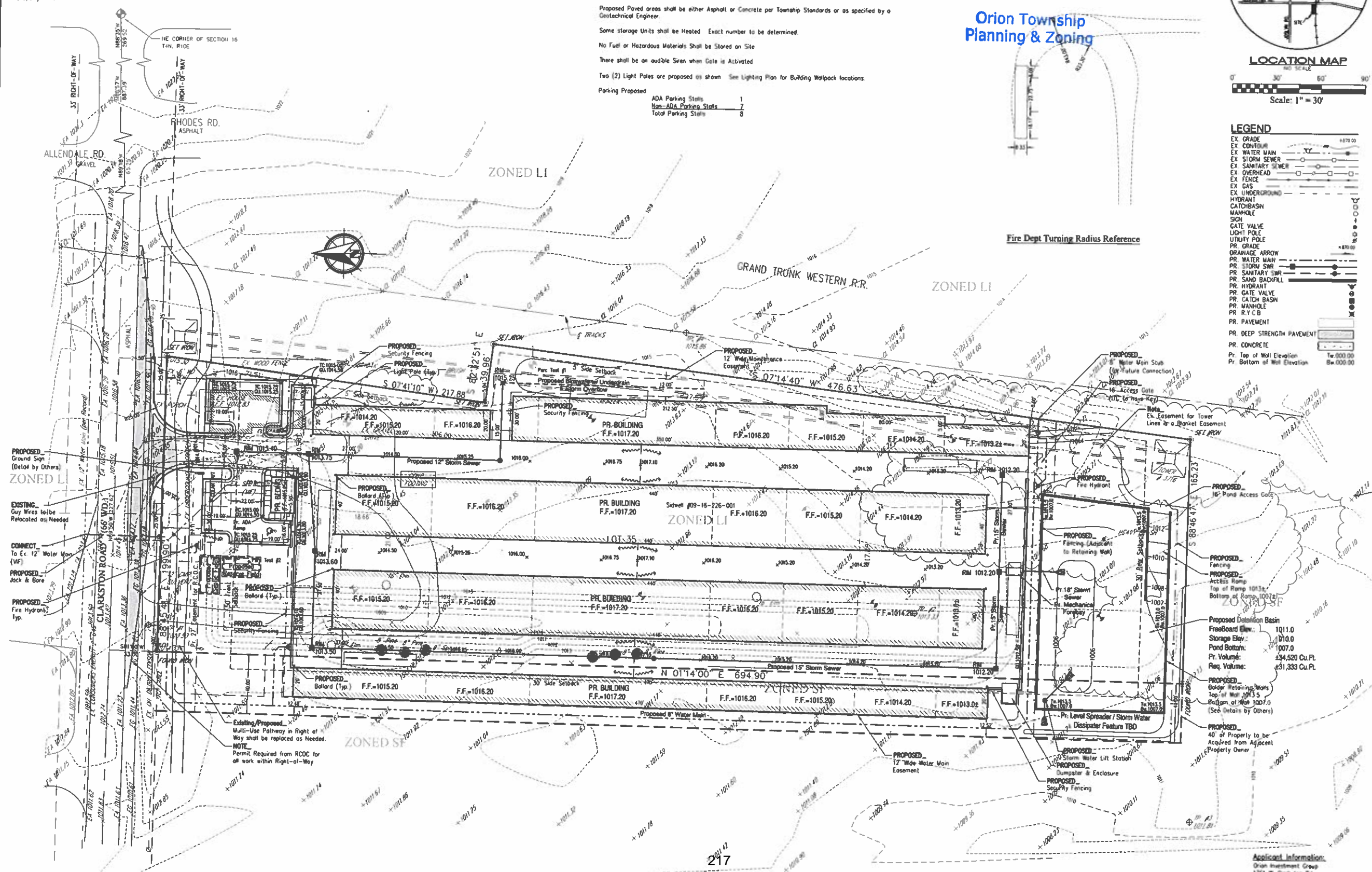
LOCATION MAP

Scale: 1" = 30'

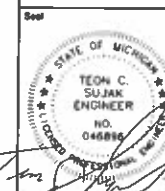
#### LEGEND

EX. GRADE	PR. GRADE
EX. CONTOUR	PR. WATER MAIN
EX. WATER MAIN	PR. STORM SEWER
EX. SANITARY SEWER	PR. SAND BACKFILL
EX. OVERHEAD	PR. HYDRANT
EX. FENCE	PR. GATE VALVE
EX. GAS	PR. CATCH BASIN
EX. UNDERGROUND	PR. MANHOLE
HYDRANT	PR. R.Y.C.B.
CATCH BASIN	PR. PAVEMENT
MANHOLE	PR. DEEP STRENGTH PAVEMENT
SIGN	PR. CONCRETE
GATE VALVE	PR. TOP OF WALL ELEVATION
LIGHT POLE	PR. BOTTOM OF WALL ELEVATION
UTILITY POLE	
PR. GRADE	
DRAINAGE ARROW	
PR. WATER MAIN	
PR. STORM SEWER	
PR. SANITARY SEWER	
PR. SAND BACKFILL	
PR. HYDRANT	
PR. GATE VALVE	
PR. CATCH BASIN	
PR. MANHOLE	
PR. R.Y.C.B.	
PR. PAVEMENT	
PR. DEEP STRENGTH PAVEMENT	
PR. CONCRETE	
PR. TOP OF WALL ELEVATION	
PR. BOTTOM OF WALL ELEVATION	

Fire Dept Turning Radius Reference



SE Sujak Engineering PLC  
CIVIL ENGINEERING & PLANNING  
401 Oakridge Highway  
Troy, MI 48068  
Phone: (248) 883-3401  
Fax: (248) 883-3402  
Email: SujakEngineering@comcast.net



Orion Mini Storage  
1761 W. Clarkston Rd  
Orion, MI  
Site Plan  
Conceptual

Scale:	1" = 30'
Drawn:	TCS
Checked:	TCS
Approved:	TCS
Date:	2/8/2018
Job no.	18-003
Sheet No.	C1.0

Applicant: Lake Orion Community Schools, 315 Lapeer Street, Lake Orion, MI 48362, (248) 693-5415; john.fitzgerald@lclt2.org

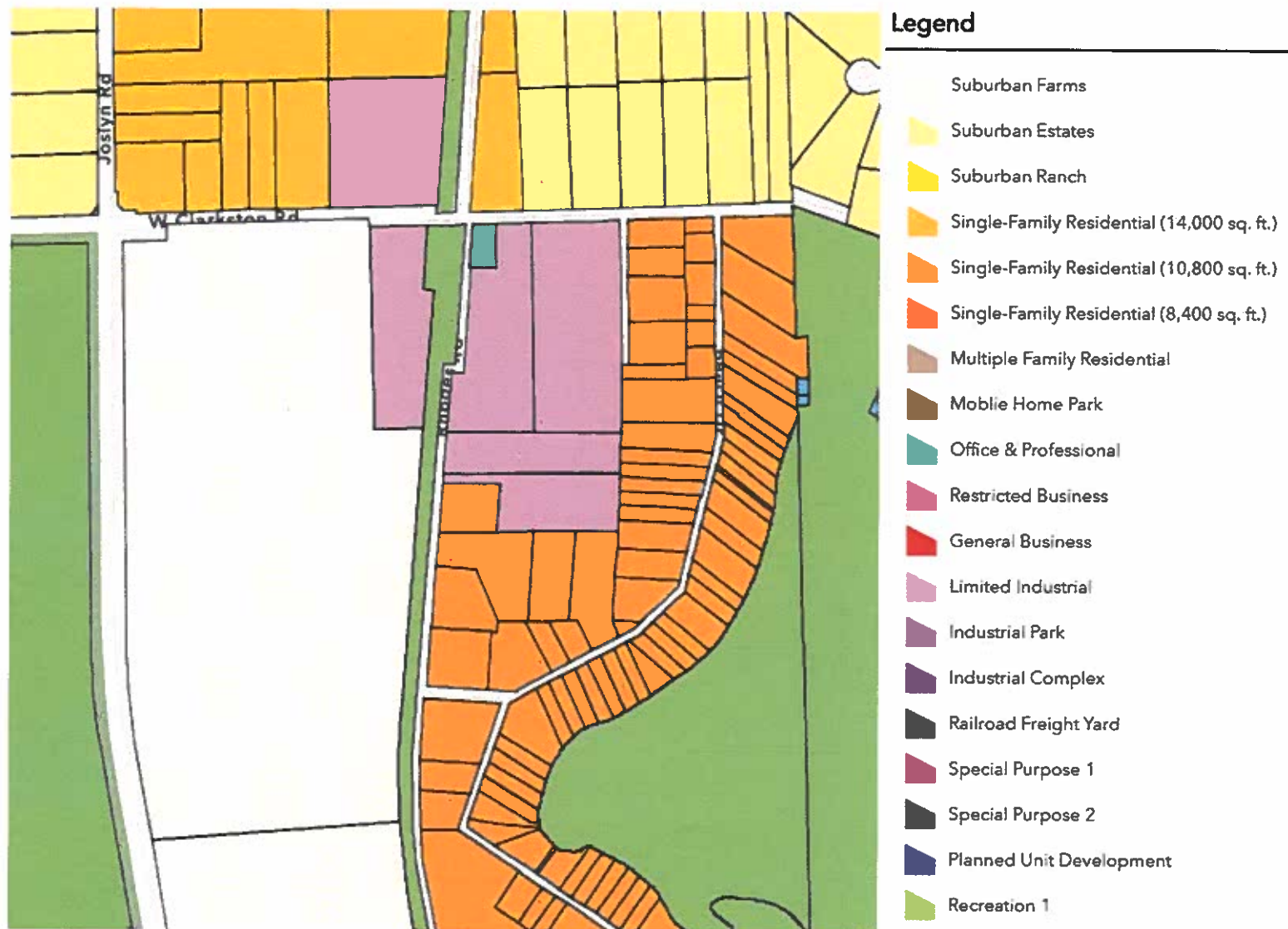
Applicant Information:  
Orion Investment Group  
1761 W. Clarkston Rd  
Lake Orion, MI 48362  
Contact: Ken Zimjanski  
Ken@landscapes-gardens.com  
248-364-3900



APR 20 2021

Orion Township  
Planning & Zoning

CURRENT ZONING MAP:



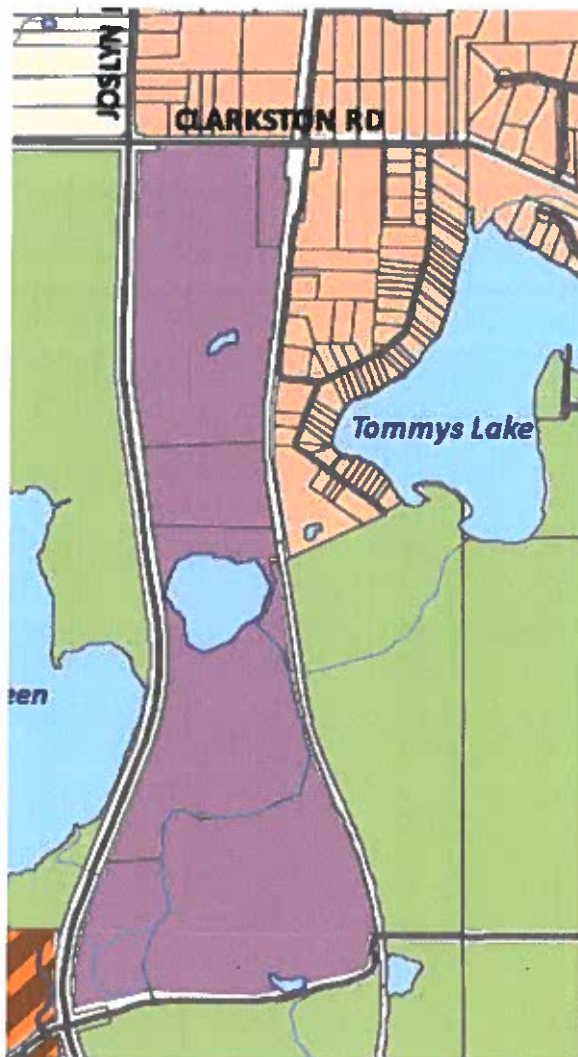


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Orion Township  
Planning & Zoning

**FUTURE LAND USE MAP:**





# SITE PLANTING REQUIREMENTS

OPEN SPACE SQUARE FOOTAGE:	48,110 SF
TREES REQUIRED (48,110/3,000):	16.25
TREES PROPOSED:	8
SHRUBS/ORN. GRASSES PROVIDE IN LIEU OF TREES: (8 SHRUBS x 1 TREE PER ARTICLE XXVII-1.05-5-b-iv)	15 (9 TREES)

# GREENBELT REQUIREMENTS

CLARKSTON ROAD FRONTAGE:	240 LF
TREES REQUIRED (240/30):	8
TREES PROPOSED:	8
SHRUB HEDGE IS PROVIDED	

# TREE REPLACEMENT REQUIREMENTS

NO.	SPECIES	SIZE	NO. OF TREES REQ.
1	ELM	16"	1
2	ELM	16"	1
3	ELM	26"	1
4	PINE	8"	1
5	PINE	8"	1
6	SPRUCE	8"	1
7	PINE	8"	1
8	PINE	8"	1
9	PINE	8"	1

REPLACEMENT TREES PROPOSED: 9

LANDSCAPE  
ARCHITECTURE

**MICHAEL J. DUL**  
& ASSOCIATES, INC

212 DAINES STREET  
BIRMINGHAM  
MICHIGAN 48009

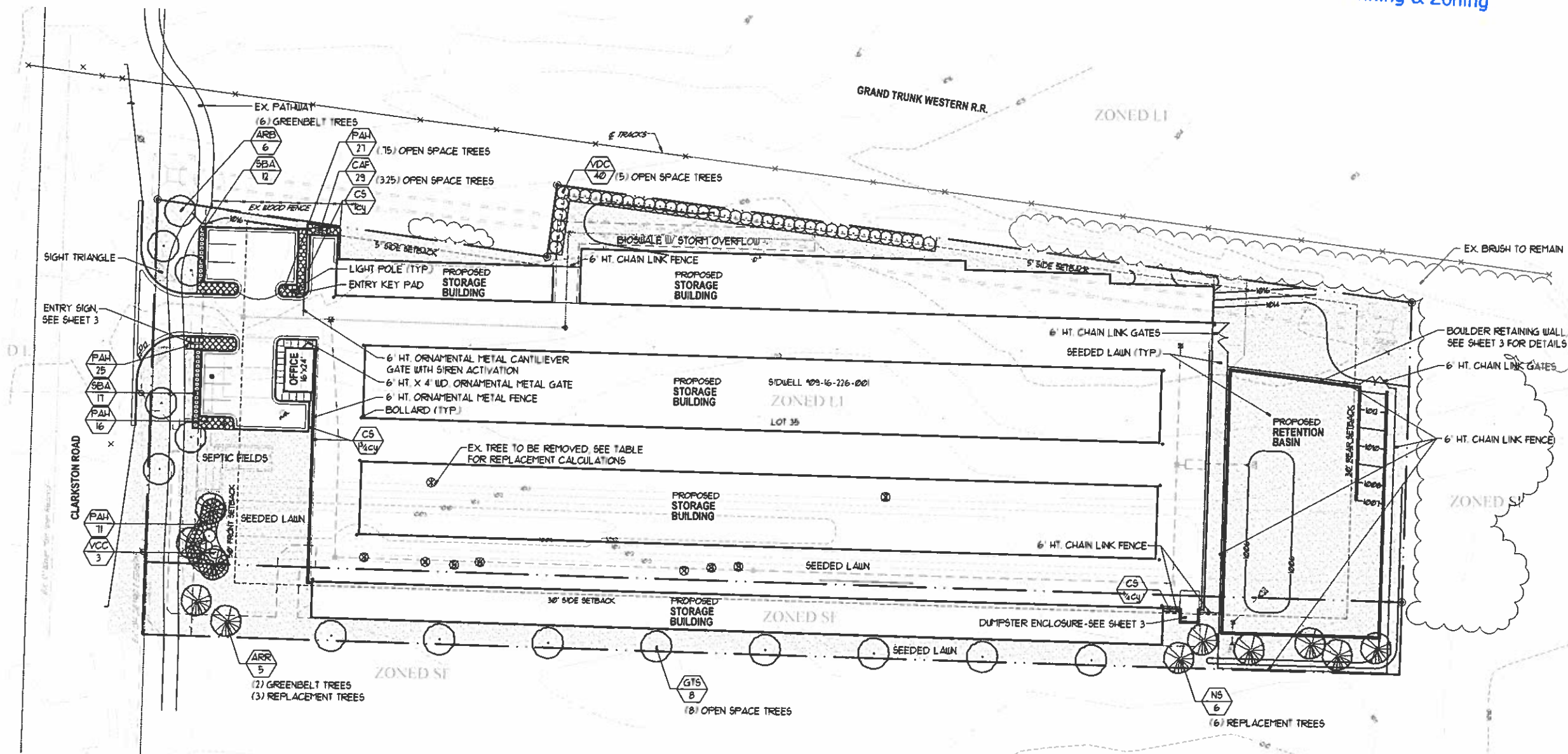
P 248 644 3410  
F 248 644 0819

mjdul.com

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APR 20 2021

Orion Township  
Planning & Zoning



Orion Investments Group LLC

Orion Storage  
1781 Clarkston Road  
Lake Orion, Michigan 48362

PROJECT

Landscape Development  
Landscape Plan

SHEET TITLE



1" = 30' - 0"

SCALE

PROJECT NUMBER: 17175  
DRAWN: F. Furse  
CHECKED: M. Dul  
DATE: January 31, 2019  
REVISIONS: January 28, 2021

A LANDSCAPE PLAN  
1 Plan Scale: 1"=30'-0"

NOTE:  
SITE WILL BE IRRIGATED BY AN AUTOMATIC IRRIGATION SYSTEM



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APR 20 2021

1761 Clarkston Road – Current use is Outdoor Storage; Zoned LIMITED INDUSTRIAL:

Orion Township  
Planning & Zoning



221

East property line abuts the Poly Ann Trail and is partially beneath high voltage electric wires:





Property to the east is also Zoned LIMITED INDUSTRIAL and engaged in Outdoor Storage:





**Property to the north across Clarkston Road is also Zoned and currently used LIMITED INDUSTRIAL (Company designs, manufactures and installs automated paint circulation systems):**



223

**High voltage wires continue north over the Complete Company property and along Poly Ann Trail:**





**Property to the west is Zoned Suburban Farms and is a public school. The District is currently completing a new school building:**



224

**The area to the east of the new asphalt road will be left NATURAL:**





APR 20 2021

Orion Township  
Planning & Zoning

01-31-19  
01-26-21

REVISION  
REVISION NO. 1  
REVISION NO. 2

30775 Barrington St  
Madison Heights, MI 48071  
P: 248.677.0850  
F: 248.677.0512  
E: info@clarus-lighting.com

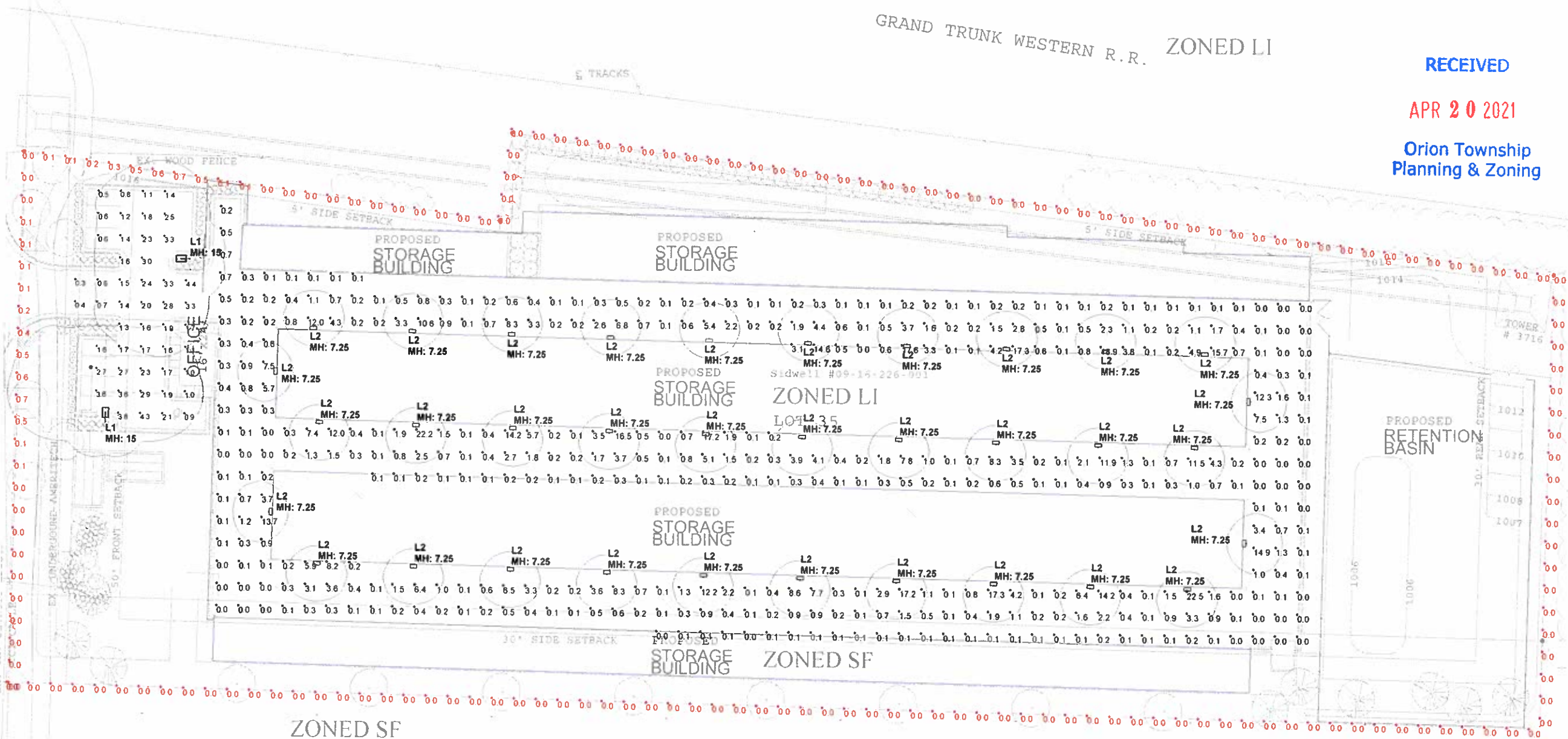


PROJECT TITLE  
ORION STORAGE  
ORION TOWNSHIP, MI

SHEET TITLE  
PHOTOMETRIC CALCULATION

DATE  
01-26-21  
PROJECT No.  
CLC19-59591  
SHEET No.

L201



Luminaire Schedule						
Symbol	Qty	Label	LLF	Description	Lum. Watts	Lum. Lumens
	2	L1	0.900	LUMARK PRV-A25-D-UNV-T4 BZ	87	10261
	34	L2	0.900	LUMARK XTOR3B-W	25.5	2710

Calculation Summary						
Label	Units	Avg	Max	Min	Max/Min	Avg/Min
Parking Lot	Fc	1.92	4.4	0.3	14.67	6.40
Property Line Industrial Zone	Fc	0.07	0.7	0.0	N.A.	N.A.
Property Line near SF Resi Zone	Fc	0.00	0.0	0.0	N.A.	N.A.
Storage Drive Areas	Fc	1.62	22.5	0.0	N.A.	N.A.

NOTE:  
WALL PACK TYPE L2 SHALL BE MOUNTED 7'-4" A.F.G. AS MEASURED FROM BOTTOM OF LUMINAIRE.  
AREA POLE HEIGHT AT 15'-0" A.F.G.

- NOTE
- THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF LAYOUT TO EXISTING/FUTURE FIELD CONDITIONS AND ALL MANDATORY BUILDING AND LIFE SAFETY CODES AND COMPLIANCE.
  - LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS/LEDS AND OTHER VARIABLE FIELD CONDITIONS.
  - MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.
  - CLARUS DOES NOT ACT AS THE ELECTRICAL, CIVIL OR STRUCTURAL ENGINEER AND DOES NOT DETERMINE BASE REQUIREMENTS AND APPLICABLE CODE COMPLIANCE. CLARUS IS NOT LIABLE FOR ANY CODE COMPLIANCE DISCREPANCY.
  - THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT OF RECORD IS RESPONSIBLE TO REVIEW FOR CODE COMPLIANCE, INCLUDING AND NOT LIMITED TO: NFPA 101 LIFE SAFETY CODE, MICHIGAN ENERGY CODE, MICHIGAN BUILDING CODE AND/OR IECC CODE AND LIGHTING QUALITY COMPLIANCE.





## Agenda Item Summary

**To:** Board of Trustees  
**From:** Chris Barnett, Township Supervisor  
**Meeting Date:** June 7, 2021  
**Memo Date:** June 3, 2021  
**Subject:** First Reading - Moratorium on Ordinance 99

☐ Consent ☒ Pending

### REQUEST

The request is to approve the first reading of the proposed amendment to Township Ordinance 99, placing a temporary moratorium on the issuance of permits for any new or existing mining operations.

### REASON

The Michigan legislature is currently debating three bills that would move the permitting process for mining companies from the local municipality to the State Department of Environment, Great Lakes, and Energy, among other significant changes (SB 429, SB 430, and SB 431). On June 2, 2021, the State Senate approved this bill package by a 19-17 vote. It is anticipated that this bill package will be brought before the State House next week. Due to the potential ramifications that might result from the passage of these bills, a temporary moratorium on Township Ordinance 99 is being requested to allow for time for the Township to study the need for changes to criteria for permitting, if any, and make appropriate amendments to support the health, welfare, and safety of Township residents. The proposed amendment places a temporary moratorium on the issuance of permits for any new or existing mining operations for a period of six-months.

### PROCESS

An ordinance can only be amended/suspended by another ordinance, meaning a moratorium on an existing ordinance, or provisions of an ordinance, can only be enacted through adoption of another ordinance. In the interim, the Board may consider a moratorium on the granting of any Township approval of permits for mining and excavation in the current version of Ordinance 99. An amended Ordinance, which narrowly limits the existing provisions of Ordinance 99 for a temporary time, specific to discontinuation of the issuance of permits for mining and excavation within the Township, is attached for Board consideration. The proposed moratorium is temporary and would impose a six-month moratorium with regards to mining and excavation within the Township, specific to the issuance of permits for new and existing mining operations.

### RECOMMENDATION (MOTION)

"I move to approve the first reading of the amendments to the Orion Township Earth Balancing and Excavation Ordinance (Ordinance No. 99) and establish a six-month moratorium on the review and approval of all permits or other approvals of permits issued for mining and excavation within the township and direct the Township Clerk to publish said Ordinance in accordance with state law and hereby set the second reading of said Ordinance Amendment for June 21, 2021."



# **Charter Township of Orion**

## **Ordinance No. 99**

### **Earth Balancing & Excavation**

Adopted December 16, 1991

#### **AMENDED**

August 15, 1994

December 20, 1999 - Fees (Ord. 41)

April 20, 2015 (99-2)



AN ORDINANCE TO REGULATE THE REMOVAL OF TOPSOIL, SUBSOIL, SAND, GRAVEL, AND OTHER MATERIALS, AND THE MOVING AND FILLING OF LAND; TO AUTHORIZE THE ISSUANCE OF PERMITS FOR EARTH EXCAVATING AND/OR FILLING; TO PROVIDE PERFORMANCE STANDARDS; TO PROVIDE FOR ENFORCEMENT AND FOR PENALTIES FOR THE VIOLATION OF ITS PROVISIONS; AND TO REPEAL ORDINANCE NO. 40 AND ALL PORTIONS OF OTHER ORDINANCES THAT ARE INCONSISTENT WITH THIS ORDINANCE.

### Section 1 – Title

This Ordinance shall be known and may be cited as the Orion Charter Township "**Earth Balancing and Excavation**" Ordinance, and it shall be deemed sufficient in any action for the enforcement of the provisions hereof to define the same by such short title and by reference to the number hereof.

### Section 2 – Purpose

The purpose of this Ordinance shall be:

- A. to further secure and protect the general welfare and safety of the citizens and other persons within the Charter Township of Orion;
- B. to regulate the removal of topsoil, subsoil, sand, gravel, and other materials, and the moving and filling of land;
- C. to authorize the issuance of permits for earth excavation and/or filling; to provide performance standards;
- D. to provide for enforcement and for penalties for the violation of its provisions;
- E. to repeal Ordinance No. 40 and all portions of other ordinances that are inconsistent with this Ordinance.

### Section 3 – Definitions

- A. BOARD OF APPEALS means the Orion Township Zoning Board of Appeals.
- B. EARTH BALANCING means the moving, grading, or leveling of earth or rock materials.
- C. FILLING means the depositing of sand, gravel or earth and/or construction debris, or other material, not originating on the property upon which it is to be deposited for the purpose of raising the elevation of the property or any part thereof or filling depressions, holes, swales or sloughs. *(added 04.20.15)*
- D. GROUNDWATER means any water found under the surface of the earth.
- E. PERSON means any individual, partnership, corporation, or association.
- F. PROCESSING shall mean any alteration in any manner of gravel, clay, sand, soil, earth, fill, or similar materials.
- G. SOIL EXCAVATION means the excavation or removal of any kind or nature from a site of gravel, clay, sand, soil, or similar materials.
- H. SUITABLE FILL MATERIAL means clean, natural earth materials (compactible), containing no more than five percent (5%) broken concrete. With the exception of the broken concrete, the fill shall be free of foreign matter such as brick, crockery, and other inert solid wastes, as well as other refuse or rubbish. All fill materials shall be free of chemical contamination.
- I. SURFACE WATERS means water occurring generally on the surface of the earth.
- J. LEGITIMATE COMPLAINT as determined by the Building Official or his designee, a legitimate complaint is a complaint supported by competent evidence which can be verified by the Building Department under the circumstances. *(added 04.20.15)*



K. BUILDING OFFICIAL DESIGNEE shall include all Code Enforcement Officers and Township Engineers. *(added 04.20.15)*

#### Section 4 – Permits, Procedures

- A. Permit Required - From and after the effective date of this Ordinance, no person shall operate a soil excavation site, or perform earth balancing or filling operations on any property in Orion Township, except in accordance with a permit issued by the Board of Appeals, pursuant to the authority of this Ordinance. No permit shall be required for *(amended 04.20.15)*:
1. Excavations for the construction of buildings and structures for which a building permit has been issued;
  2. The moving, grading, or leveling of earth or rock materials by a property owner solely upon his property where the allowable balancing shall be fifty (50) cubic yards per half acre and not to exceed one hundred (100) cubic yards. This fill should be placed so it will not exceed a minimum slope ratio of four (4) feet horizontal to one (1) foot vertical from any adjacent property owner and not block any natural drainage course;
  3. The filling of land for purposes of construction or land balancing where the land is low and in need of fill, so long as the fill does not contain any refuse, is not a commercial operation, and not more than one hundred (100) cubic yards of fill are deposited in any calendar year;
  4. The removal of soil when no more than twenty (20) cubic yards are removed in any calendar year.
- B. Authority of Board of Appeals - The Board of Appeals shall receive applications, hold public hearings, grant or deny permits, and do all other acts authorized herein.
- C. Referral to Planning Commission - Before granting a new permit under this Ordinance, the Board of Appeals shall refer the application to the Township Planning Commission for findings and recommendations, except that a permit for earth balancing by a property owner solely upon his property need not be referred to the Planning Commission.
- D. Public Hearing and Granting of Permits - After receiving the report of the Planning Commission, the Board of Appeals shall hold a public hearing, and after considering all available facts and details, the Board of Appeals may issue a permit to expire on May 15 of the following year, which is renewable annually by the Board of Appeals without further public hearing. The Board of Appeals shall authorize the issuance of a permit, only if it finds that the granting of said permit will:
1. Not be injurious to the public health, safety, and welfare of the Township and its residents;
  2. Be in compliance with all the requirements and standards of this Ordinance, and the other applicable Township Ordinances, standards, and regulations;
  3. Not create an unreasonable hazard, annoyance, or inconvenience to the owners or occupants of nearby property;
  4. Not create any significant obstacle to the implementation of the plan for Township development as evidenced by the Zoning Ordinance and the Master Plan of the Township.

The Board of Appeals may attach such conditions to the granting of the permit as it finds necessary to ensure that the intent and purpose of this Ordinance is fulfilled. Any violation of a condition(s) included in the permit shall be construed as a violation of this Ordinance and shall be grounds for revoking the permit.

Where a permit is required due to the volume of cubic yards to be disturbed, yet a minimum impact is apparent, an administrative review performed by the Building Official will be allowed to prevent unnecessary and costly information from being submitted. A minimum administrative review fee of One Hundred Twenty-Five Dollars (\$125) will be charged to the applicant.

- E. Moratorium - In light of the Township's plan to study the health and safety factors associated with mining and excavation operations for the benefit and welfare of Township residents in revising its Zoning and Permitting Ordinances to reasonably regulate the issuance of mining and excavation permits, effective as of July 1, 2021, a moratorium shall be imposed and remain in effect for a period of 180 days or until a subsequent amendment to this Ordinance and the Zoning Ordinance is adopted, whichever occurs first. Prior to expiration of the Moratorium, the Township may, by resolution, extend the Moratorium as appropriate to allow sufficient time to complete amendments to its Ordinances. If an extension is adopted, the Township shall publish notice of same.



## Section 5 – Applications

An applicant for an excavation or filling permit shall pay such fees and/or costs as are required by resolution of the Township Board and shall submit to the Board of Appeals an application containing the following information, except an applicant for a permit for earth balancing by a property owner solely upon his property need only comply with Subsections A, B, C, I and J of this section. *(amended 04.20.15)*

- A. A legal description of the premises wherein the operations are proposed.
- B. Names and addresses of all parties having an interest in said premises setting forth their legal interest. Proof of legal interest shall be provided. Any person with any ownership interest in the property, when differing from the applicant, must also sign the application as a co-applicant to ensure their responsibility for activity upon their property.
- C. Topographical survey map at a scale of 1 inch to 100 feet or 1 inch to 50 feet, as may be required by the Board of Appeals, showing existing and proposed final grades on a two-foot contour interval. Grades shall be prepared and sealed by a civil engineer registered as a professional engineer in the State of Michigan or land surveyor registered as a professional surveyor in the State of Michigan.

The required topographical map shall be complemented with a one hundred (100) foot minimum grid which is consecutively numbered. The applicant shall identify the grids intended for various activities such as excavation and restoration. If it is deemed by the Board of Appeals that a one hundred (100) foot grid is unnecessary, the requirements may be waived. *(amended 04.20.15)*

If the applicant is re-applying on a yearly basis to continue an on-going excavation project, the applicant may use the same topographical survey map up to a maximum of eight (8) years with any additional topographical survey to be submitted at the discretion of the Board of Appeals. Unless the final proposed grades and site use changes, the applicant need only submit one (1) final grading plan for the duration of their operation. *(amended 04.20.15)*

- D. An estimate by a civil engineer registered as a professional engineer in the State of Michigan or land surveyor registered as a professional surveyor in the State of Michigan as to the cubic yards of material to be removed and/or placed, and a detailed statement as to how the filling and/or removal is to be accomplished.
- E. A statement as to all types of materials to be removed and/or placed, and indication of specific places on the property where each of the materials or fill are to be removed or placed, a detailed statement as to the methods of operation, the type of machinery or equipment to be used, and the estimated period of time that such operations shall cover.
- F. Details of similar operations carried on by the applicant, if any.
- G. The type and daily number of vehicles to be used in the proposed operations.
- H. Identification of access roads; on-site roads; grades for proper drainage and any special draining devices, if necessary; fencing; any structures on site, existing or proposed; existing and proposed utilities; and an explanation of any on-site testing or other survey data, including soil surveys, water tables, and sub-surface characteristics.
- I. A statement which specifies in detail the proposed use of the land after the excavation or filling. The final grades presented shall be consistent with the purposes for use of the property after completion of operation.
- J. A specific acknowledgement, after the applicant and property owners have granted a license to Township officials and employees to enter onto the licensed property for the purpose of inspections and to bring the property into compliance with the provisions of the Ordinance, if necessary. Unless covered by the permit application fee, any inspection or additional inspection, testing or investigation, will be completed at the expense of the permittee/applicant; including any and all expenses or costs of the Township and/or Township Engineers. The permittee shall reimburse the Township for all inspection costs within seven (7) days of receiving a detailed invoice from the Township. *(amended 04.20.15)*
- K. Such other information and material as the Board of Appeals may require.



## Section 6 – Bonds and Insurance

- A. **Bonds** - The applicant shall post a surety bond or some other security satisfactory to the Board of Appeals, naming the Township of Orion as the Beneficiary thereof, in an amount determined by the Board of Appeals to be reasonably necessary to ensure compliance hereunder. In no case will the sum of the surety bond be less than Five Hundred Dollars (\$500) for each acre or fraction thereof of land to be covered by the permit. Every applicant for a filling operation permit must also post an escrow in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) to cover any costs of inspections or tests conducted in accordance with this Ordinance. Every bond shall guarantee compliance with this Ordinance, the permit requirements and conditions, and that the operation will be carried out according to the approved plans and specifications. *(amended 04.20.15)*

Upon failure of a licensee to fulfill any of the conditions of the bond, the Township may use the proceeds of the bond to go upon the licensee's premises and perform any acts necessary to produce compliance. By filling out an application, every applicant shall be deemed to have granted a license to the Township officials and employees to enter onto the licensed property for the purpose of inspections and bringing such property into compliance with the provisions of the Ordinance.

In fixing the amount of such surety bond, the Board of Appeals shall take into account the size and scope of the proposed operation, current prevailing costs of rehabilitating the premises, and other conditions and factors as might be relevant. The applicant shall notify the bonding company and provide proof thereof that the Township be notified in the event of any lapse in the effectiveness of the bond.

For each acre restored and reclaimed in accordance herewith, or otherwise, a bond may be proportionately reduced as determined by the Board of Appeals.

- B. **Insurance** - The applicant shall secure and file with the Township Clerk certificates of insurance, insuring the applicant, his employees and/or agents or representatives, and the Township for general comprehensive liability in an amount of at least One Million Dollars (\$1,000,000) per person per occurrence. The certifications or renewals thereof shall provide that the Township shall be notified upon discontinuance or alteration of any such insurance coverage for any reason. *(amended 04.20.15)*

## Section 7 – Performance Standards

No soil excavation or removal, and no filling of land, is permitted within the Township unless the following standards are complied with:

- A. **Sound** - The pressure level of sounds shall not exceed the following decibel levels when adjacent to the following types of uses:

Sound Level	Adjacent Use	Where Measured
75dBA	Residential	Common Property Line
85dBA	Commercial	Common Property Line
90dBA	Industrial & Other	Common Property Line

The sound levels shall be measured using A-weighted decibel measurements (reference to 20 micropascals) and with a type of audio output meter approved by the U.S. Bureau of Standards. Objectionable noises due to intermittence, beat, frequency, or shrillness, shall be muffled so as not to become a nuisance to adjacent uses.

- B. **Vibrations** - All machinery shall be so mounted and operated as to prevent transmission of ground vibration exceeding a displacement of .003 of one inch measured at any lot line of its source.
- C. **Odors** - The emission of noxious, odorous matter in such quantities as to be readily detectable at any point along property lines, when diluted in the ratio of one (1) volume of odorous air to four (4) or more volumes of clean air, or as to produce a public nuisance or hazard beyond property lines, is prohibited.



- D. Gases - The escape of, or emission of, any gas in concentration so as to be injurious, destructive, or explosive shall not be allowed.
- E. Glare or Heat - Any operation producing intense glare or heat shall be performed within an enclosure so as to completely obscure and shield such operation from direct view from any point along the property line, except during the period of construction of the facilities to be used and occupied.
- F. Light - All lighting used to illuminate buildings, signs, and/or parking areas shall conform to the BOCA Code. Such lighting shall be arranged or shielded so as to direct light away from adjoining properties. The lighting source shall not be directly visible from the adjoining property.
- G. Smoke, Dust, Dirt and Ash Fly - There shall be no discharge into the atmosphere from any single source of emission or any air contaminate for a period or periods aggregating more than four (4) minutes in any one-half (1/2) hour which is:
1. As dark or darker in shade as that designated as No. 2 on the Ringelmann Chart as published by the United States Bureau of Mines. The Umbrascopes readings of smoke densities may be used when correlated with the Ringelmann Chart. A Ringelmann Chart shall be on file in the office of the Building Department.
  2. Of such opacity as to obscure an observer's view to a degree equal to or greater than the smoke described in (1) above, except when the emission consists only of water vapor. The quantity of gas borne or air borne solids shall not exceed 0.20 grains per cubic foot of the carrying medium at a temperature of 500 degrees Fahrenheit.
- H. Drifted and Blown Material - There shall be no drifting or airborne transmission beyond the property line of dust, particles, or debris from any open stockpile.
- I. Radioactive Materials - Radioactive materials shall not be emitted to exceed safe quantities.
- J. Hours of Operation - Hours of operation shall be 7:00 a.m. to 5:00 p.m. unless otherwise specified by the Board of Appeals. No operation shall be permitted on Sundays and legal holidays. In emergency situations, this time period may be modified by the Township Building Department, provided such emergency shall not be effective for more than 72 hours.
- K. Drainage - Natural drainage shall not be blocked or diverted in such a manner as to cause the natural water flow to back up onto adjacent property, or to flow in a different course upon leaving the property upon which the blocking or diversion occurs, unless an application is made and a permit is issued by the Building Department, pursuant to plans which provide for a drainage flow which will not be detrimental to surrounding properties.
- L. Mud, Dirt, Clay on Public Roads - The permit holder shall take whatever steps are necessary to prevent any motor vehicle from carrying onto any public right-of-way any mud, dirt, clay, or refuse. If mud, dirt, clay, or refuse is carried or tracked onto a public right-of-way, the permit holder shall clean the right-of-way when and as often as is necessary. In any case, a permit holder shall not leave any such debris on a public right-of-way after the end of a working day. If notified during a working day by the Township that cleaning is required, it shall be accomplished within one (1) hour, weather permitting, of the giving of such notice.

## Section 8 – Requirements: Soil Excavation and Removal

- A. Setbacks - No cut or excavation shall be closer than one hundred (100) feet from the nearest street, highway, or alley right-of-way line, nor from the nearest perimeter property line; provided, however, that the Board of Appeals may prescribe greater setbacks if it determines it necessary in order to give sub-lateral support to surrounding property; provided further that the Board of Appeals may prescribe lesser setbacks near a property line, if it is determined that sub-lateral support to surrounding property is not necessary.
- B. Standing Water - No soil, sand, gravel or other similar material shall be removed in such a manner as to cause water to stand or accumulate, or to result in a place of danger or a menace to the public health or safety. The premises shall at all times be graded so that surface water drainage is not interfered with. Where removal or grading operations result in a body of water forming, the permit holder shall erect "KEEP OUT - DANGER" signs on the required fence around the excavation not more than two hundred (200) feet apart, or as otherwise required by the Board of Appeals.

*Revised 04/23/15*



- C. Fence - A fence, or some other suitable substitute, as shall be approved by the Board of Appeals, not to exceed six (6) feet in height, may be required to enclose the excavation, results in a place of danger or a menace to the public health or safety, and to prevent access by unauthorized persons.
- D. Roads - All private roads used for ingress or egress located within four hundred (400) feet of occupied residences shall be kept dust free by oiling or chemical treatment or by hard-topping with cement or bituminous substance. The first seventy-five (75) feet of the property entrance shall be paved in asphalt or cement and a mud mat shall be installed and maintained at the exit of the property. *(amended 04.20.15)*
- E. Topsoil Replacement - Whenever topsoil exists, suitable for growing turf or for other land use, at the time the operations begin, a sufficient quantity of the existing topsoil shall be stockpiled on said site so that the entire site, when stripping or removal operations are completed, may be re-covered with a minimum of four (4) inches of topsoil. The replacement of such topsoil shall be made immediately following the termination of the stripping or removal operation. In the event that such stripping or removal operations continue over a period of time greater than thirty (30) days, the operator shall replace the stored topsoil over the stripped area as he progresses. The replacement of the topsoil shall be in a manner suitable for growing turf or other vegetation.
- F. Processing - Processing of materials mined from any property shall be permitted only in an LI-2 (Limited Industrial 2) zoned district.
- G. Slopes - The slopes of the banks of any excavation shall not exceed a minimum ratio of three (3) feet horizontal to one (1) foot vertical except in the immediate area of excavation and this area shall be paralleled by approved construction fencing as required in Paragraph C. In addition, where ponded water results from the operation, the slope must be maintained and extended into the water to a depth of five (5) feet. Vegetation sufficient to prevent erosion shall be placed on all finished slopes.
- H. Ordinance Applicability - Upon the adoption of the 2015 amendments to this Ordinance the amendments will take effect immediately and apply to all pending applications and/or permits being considered by the Board of Appeals. All of the requirements of this Ordinance and its amendments shall apply to and be in effect immediately as to new mining operations, or for new areas of existing mining operations, for which there are no plans approved by the Township. For other mining operations which are operating under an existing permit and have approved plans, there shall be compliance with all of the requirements of this Ordinance and the amendments, unless, based on good cause shown by the applicant/permittee, the Board of Appeals specifically grants a delay of one or more of the 2015 amendments, but in no event shall the implementation be delayed more than three (3) months from the effective date of this Ordinance or the issuance of a 2015 permit, whichever occurs later. *(amended 04.20.15)*
- I. Soil Erosion Control - Approved temporary and permanent soil erosion control measures shall be placed and maintained to protect all drainage courses, wetlands, and adjacent properties from soil erosion and runoff.
- J. Phasing - The Board of Appeals may require that soil excavation operations or earth balancing operations be conducted on property in phases, with all activity, including restoration and reclamation, being completed on one (1) phase before any activities commence on another phase.

## Section 9 – Restoration and Inspection

- A. All areas within any soil excavation site operating under a single permit shall be restored progressively. Restoration shall be in accordance with the plan as approved by the Board of Appeals at the time the permit is secured.
1. Upon completion of the restoration, or upon completion of a part thereof, the permit holder may make application for refund or reduction of the bond. Upon determination by the Board of Appeals that said restoration is in keeping with the approved plan therefore, the Board of Appeals may refund or reduce the bond *pro rata*.
  2. In the event that the restoration does not comply with the approved plan therefore, in the event said restoration is not complete within sixty (60) days after expiration of all permits issued pursuant to this Ordinance, the Township may utilize the bond proceeds to restore the site and affected areas to comply with the approved plan and perform whatever work needs to be done to avoid harmful movement of gases or contamination to the ground or surface



water and/or environment for five (5) years after completion or expiration of permits. Should the cost of said restoration exceed the amount of the bond, the permittee shall pay the Township the amount of such excess.

3. An inspector from the Building Department, or other persons as may be appointed by the Township Board, shall conduct inspections and shall notify the owner and/or operator, by certified (return receipt) mail, of any portions of the site that it deems abandoned and/or ready for restoration. Upon receipt of such notification, the owner and/or operator shall have said areas restored within thirty (30) days, or within such additional time as may be allowed by the Board of Appeals. Any and all inspections will be completed at the permittee's expenses and may include any necessary engineering or other necessary third party expenses and costs. Within thirty (30) days of completion of any inspection or investigation, the Township will supply the permittee with a detailed invoice of all inspection related expenses, and the permittee must remit payment to the Township within seven (7) days thereafter. Failure of a permittee to pay within seven (7) days will allow the Township to withdraw full payment from the permittee's escrow and the permittee will have seven (7) days to replenish the escrow to the required amount. In the event the escrow does not cover the Township's expenses, the permittee is required to pay the difference within seven (7) days of notice of same. *(amended 04.20.15)*

## **Section 10 – Requirements: Filling Operations** *(added 04.20.15)*

A. All filling operation permittees must comply with the following:

1. All fill shall comply with Section 3(H). No fill material shall contain pieces of asphalt, steel, hazardous materials, rubbish or other waste material. As set forth in Section 3(H), no more than five percent (5%) concrete shall be allowed.
2. No soil, sand, clay, gravel or similar materials shall be deposited in such a manner as to cause water to collect or to result in a place of danger or a menace to the public health.
3. No fill material deposited on any lot or parcel of land within the Township shall be allowed to remain in an ungraded condition for a period of longer than seven (7) days.
4. In addition to the requirements set forth in Section 5, at the cost to the permittee, all permittees must:
  - a. maintain a log of each fill material and one photograph of each truckload which shall depict the contents of the fill material, and, including the date and time of the delivery and the contents of the truckload.
    - i. The permittee will forward to the Township Building Department copies of all logs and photographs on a monthly basis or earlier if requested by the Building Official or his designee.
  - b. submit the following information annually to the Board of Appeals:
    - i. Updated proposed grades and site use changes,
    - ii. Anticipated areas of operation for the permit year,
    - iii. Anticipated amounts of fill to be deposited, and
    - iv. Any elevation changes.
  - c. submit any impacts the fill material may have on storm water.
  - d. submit any other information or documents deemed by the Board of Appeals as necessary to enforce this Ordinance.
5. Within sixty (60) days following final completion of the filling, the parcel of land must be graded in such a manner as to prevent the collection of water, to provide proper drainage and to leave the ground surface fit for the growing of turf and other land uses permitted in the Zoning District.
6. If required by the Board of Appeals as a condition for the issuance of a filling permit, a fill may be required to be



compacted; including to a standard of ninety-five percent (95%) of the maximum density as determined by the AASHTO T method. Compliance with this Section shall be verified in writing by a testing laboratory approved by the Township planner or engineer. Any costs incurred to obtain written verification of compliance with the compaction standard shall be borne by the permit applicant.

7. The natural drainage characteristics of adjacent properties shall not be blocked, diverted or altered by the filling operation.
8. Inspections: The Township reserves the right to complete an inspection of the permittee's filling operations in accordance with the following:
  - a. At the discretion of the Township's Building Official or his designee and upon receipt of a legitimate complaint regarding a permittee's filling operations or as allowed herein, the Township Building Official or Township's Engineer may conduct an inspection, investigation or testing of the operation at the permittee's expense.
  - b. At the discretion of the Township's Building Official or his designee, the Township may complete random inspections or investigations of a permittee's filling operation.
  - c. Any inspections or investigations will be completed at the permittee's expenses and may include any necessary engineering or third party expenses and costs. Within thirty (30) days of completion of any inspection or investigation, the Township will supply the permittee with a detailed invoice of all related expenses, and the permittee must remit payment to the Township within seven (7) days thereafter. Failure of a permittee to pay within seven (7) days will allow the Township to withdraw full payment from the permittee's escrow and the permittee will have seven (7) days to replenish the escrow to the required amount. In the event the escrow does not cover the Township's expenses, the permittee is required to pay the difference within seven (7) days of notice of same.
  - d. Upon the Township Building Official or his designee providing notice of an intent to inspect the premises or any fill material, the permittee shall stop filling and continue to set aside and collect all fill materials for purposes of the inspection. The permittee will not be required to grade the fill material as set forth in Section 10A(3) until seven (7) days after the inspection. The Township must conduct the inspection within fourteen (14) days, after which the grading and filling may resume. Nothing herein will affect the Township's right to inspect or test as otherwise allowed herein.

## Section 11 – Enforcement

This Ordinance shall be enforced by the Building Department for the Township of Orion and by any Ordinance Enforcement Officer appointed by the Township Board. The Township Building Official and his designee, and Enforcement Officers, shall have the authority to issue Appearance Tickets for a violation hereof, pursuant to Act 175 of Public Acts of 1927, as amended, of the State of Michigan. By accepting a permit issued under this Ordinance, and/or the Township Zoning Ordinance, the owner and/or operator of any operation shall be presumed to have consented to regular and routine inspections of the property. Said consent shall be authority to go on to any property under permit for purposes of any inspection. Any and all inspections and investigations shall be completed at the expense of the permittee and may include any necessary engineering or third party expenses and costs. The permittee shall reimburse the Township for all inspection costs within seven (7) days of receiving a detailed invoice from the Township. *(amended 04.20.15)*

## Section 12 – Violation and Penalties

### A. Municipal Civil Infraction / Payment of Fine.

Any person, firm, or corporation violating a provision of this Ordinance, upon an admission or a finding of responsibility for such violation, shall be deemed responsible for a municipal civil infraction as that term is defined and used in MCL 600.101, *et seq.*; MSA 27A.101, *et seq.*, as amended, and shall pay a civil fine as prescribed by ordinance or as determined by the district court, district court judge, or district court magistrate. Each day in which a violation of this Ordinance exists shall be deemed to constitute a separate offense and may be prosecuted as such at the discretion of the Township's Building Official or his designee. *(amended 04.20.15)*



**B. Costs.**

A person, firm, or corporation ordered to pay a fine under Subsection A shall be ordered by the district court judge or magistrate to pay costs of not less than Nine Dollars (\$9) or more than Five Hundred Dollars (\$500), which costs may include all expenses, direct or indirect, to which the Township of Orion has been put in connection with the violation of the Ordinance up to the entry of the court's judgment or order to pay fines and costs.

**C. Additional Writs and Orders.**

A person who admits or is found responsible for violation of this Ordinance shall comply with any order, writ, or judgment issued by the district court to enforce this Ordinance pursuant to Chapter 83 and Chapter 87, of the Revised Judicature Act, MCL 600.101, *et seq.*; MSA 27A.101, *et seq.*, as amended.

**D. Default on Payment of Fines and Costs.**

A default in payment of a civil fine, costs, or damages, or expenses ordered under Subsection A or B or an installment of the fine, costs, or damages or expenses as allowed by the court, may be collected by the Township of Orion by a means authorized for the enforcement of a judgment under Chapters 40 or 60 of the Revised Judicature Act, MCL 600.101, *et seq.*; MSA 27A.101, *et seq.*, as amended.

**E. Failure to Comply with Judgment or Order.**

If a defendant fails to comply with an order or judgment issued pursuant to this section within the time prescribed by the court, the court may proceed under Subsection G.

**F. Failure to Appear in Court.**

A defendant who fails to answer a citation or notice to appear in court for a violation of this Ordinance is guilty of a misdemeanor, punishable by a fine of not more than Five Hundred Dollars (\$500) plus costs and/or imprisonment not to exceed ninety (90) days.

**G. Civil Contempt.**

1. If a defendant defaults in the payment of a civil fine, costs, or other damages or expenses, or installment as ordered by the district court, upon motion of the Township of Orion or upon its own motion, the court may require the defendant to show cause why the defendant should not be held in civil contempt and may issue a summons, order to show cause, or bench warrant of arrest for the defendant's appearance.
2. If a corporation or an association is ordered to pay a civil fine, costs, or damages or expenses, the individuals authorized to make disbursements shall pay the fine, costs, or damages or expenses, and their failure to do so shall be civil contempt unless they make the showing required in this subsection.
3. Unless the defendant shows that the default was not attributable to an intentional refusal to obey the order of the court or to a failure on his or her part to make a good faith effort to obtain the funds required for payment, the court shall find that the default constitutes a civil contempt and may order the defendant committed until all or a specified part of the amount due is paid.
4. If it appears that the default in the payment of a fine, costs, or damages or expenses does not constitute civil contempt, the court may enter an order allowing the defendant additional time for payment, reducing the amount of payment or of each installment or revoking the fine, costs, or damages or expenses.
5. The term of imprisonment on civil contempt for non-payment of a civil fine, costs, or damages or expenses shall be specified in the order of commitment and shall not exceed one (1) day for each Thirty Dollars (\$30) due. A person committed for non-payment of a civil fine, costs, or damages or expenses shall be given credit toward payment for each day of imprisonment and each day of detention in default of recognizance before judgment at the rate of Thirty Dollars (\$30) per day.



6. A defendant committed to imprisonment for civil contempt for non-payment of a civil fine, costs, or damages or expenses shall not be discharged from custody until one of the following occurs:
  - a. Defendant is credited with an amount due pursuant to Subsection G(5).
  - b. The amount due is collected through execution of process or otherwise.
  - c. The amount due is satisfied pursuant to a combination of Subdivisions G(6)(a) and (b).

7. The civil contempt shall be purged upon discharge of the defendant pursuant to Subsection G(6).

**H. Lien Against Land, Building, or Structure.**

If a defendant does not pay a civil fine or costs or installment ordered under Subsection A or B within thirty (30) days after the date upon which the payment is due for a violation of this Ordinance involving the use or occupation of land or a building or other structure, the Township of Orion may obtain a lien against the land, building, or structure involved in the violation by recording a copy of the court order requiring payment of the fine and costs with the Register of Deeds for Oakland County. The court order shall not be recorded unless a legal description of the property is incorporated in or attached to the court order.

1. The lien is effective immediately upon recording of the court order with the Register of Deeds.
  2. The court order recorded with the Register of Deeds shall constitute the pendency of the lien. In addition, a written notice of the lien shall be sent by Orion Township by first class mail to the owner of record of the land, building, or structure at the owner's last known address.
  3. The lien may be enforced and discharged by Orion Township in the manner prescribed by its Charter, by the General Property Tax Act, Act No. 206 of the Public Acts of 1893, being Sections 211.1, *et seq.*, of the Michigan Compiled Laws, or by an ordinance duly passed by the Township. However, property is not subject to sale under Section 60 of Act No. 206 of the Public Acts of 1893, being Section 211.60 of the Michigan Compiled Laws, for non-payment of a civil fine or costs or an installment ordered under Subsections A or B unless the property is also subject to sale under Act No. 206 of the Public Acts of 1893 for delinquent property taxes.
  4. A lien created under this section has priority over any other lien unless one or more of the following apply:
    - a. The other lien is a lien for taxes or special assessments.
    - b. The other lien is created before the effective date of the amended ordinance that added this section.
    - c. Federal law provides the other lien has priority.
    - d. The other lien is recorded before the lien under this section is recorded.
  5. The Township may institute an action in a court of competent jurisdiction for the collection of the fines and costs imposed by a court order for a violation of this Ordinance. However, an attempt by the Township to collect the fines or costs does not invalidate or waive the lien upon the land, building, or structure.
  6. A lien provided for by this subsection shall not continue for a period longer than five (5) years after a copy of the court order imposing a fine or cost is recorded, unless within that time an action to enforce the lien is commenced.
- I. In addition to the remedies provided in Subsections A through H, the Board of Appeals may notify the owner and/or operator of any violation of a permit and/or this Ordinance, and upon failure of the owner and/or operator to abate said violation within five (5) days after mailing of said notice, said operation site may be closed, and the permit, therefore, suspended or revoked, and the Township may resort to the bond for restoration. Any owner and/or operator aggrieved by any notice sent pursuant to this section may file a written request for hearing before the Board of Appeals. The request should set forth why the operation site should not be summarily closed, the permit suspended or revoked, and the resort had to the bond. If a request for hearing is received, the Board of Appeals may summarily close the site and suspend or revoke the permit, pending the hearing, if it is determined the health and safety of persons and/or property requires it.
- J. Violations of this Ordinance shall be deemed a nuisance *per se*, and the Township shall be authorized to abate such nuisance by seeking injunctive relief in the appropriate court, in addition to the other remedies available pursuant to the Ordinance or otherwise provided by law.



**Section 13 – Repeal**

All Ordinances and parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed, and specifically, Ordinance No. 40 is repealed in its entirety.

**Section 14 – Severability**

This Ordinance and the various parts, sections and clauses thereof are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid, it is hereby provided the remainder of the Ordinance shall not be affected thereby.

**Section 15 – Effective Date**

The Orion Township Clerk shall certify to the adoption of this Ordinance and cause the same to be published in The Lake Orion Review a newspaper of general circulation in the Township of Orion, as required by law. This Ordinance shall take effect upon publication, as so certified.



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## Agenda Item Summary

**To:** Board of Trustees  
**From:** Chris Barnett, Township Supervisor  
**Meeting Date:** June 7, 2021  
**Memo Date:** June 3, 2021  
**Subject:** Schedule Joint Meeting

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☐ Consent ☒ Pending

### REQUEST

The request is to convene the Township Board of Trustees, Planning Commission, Zoning Board of Appeals, Corridor Improvement Authority, and Township consultants for a joint meeting.

### REASON

To allow for communication and coordination amongst the Township Board of Trustees and Advisory Boards joint meetings are scheduled on a bi-annual basis.

### PROCESS

A doodle poll was sent out to all board members on June 2, 2021. Based on the poll results, a date and time for the meeting will be scheduled at the June 7 Township Board of Trustees meeting. The joint meeting will be held in person at the Orion Center, located at 1335 Joslyn Road.

### RECOMMENDATION (MOTION)

Schedule a joint Township Board of Trustees, Planning Commission, Zoning Board of Appeals, Corridor Improvement Authority, and Township consultant meeting based on the poll results in the Orion Center banquet rooms, and authorize the Clerk to post as an open meeting.





## Agenda Item Summary

**To:** Board of Trustees  
**From:** Chris Barnett, Township Supervisor  
**Meeting Date:** June 7, 2021  
**Memo Date:** June 2, 2021  
**Subject:** Hire Full Time Controller

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☒ Consent ☐ Pending

### REQUEST

To approve hiring of Tandem Graves as the Full Time Controller - Clerk's Office (Full time, 40 hours per week, Level 8, full benefits)

### REASON

It is the recommendation of the Clerk, Township Supervisor and Human resources to hire internal candidate, Tandem Graves for the full time Controller position.

### PROCESS

Interview and selection process was completed by Township Clerk, Supervisor, Treasurer and Human Resources.

### RECOMMENDATION (MOTION)

Hire Tandem Graves as full-time Controller, Clerk's Department, a Level 8 Technical Unit union position at the rate of \$33.67 per hour, full time, 40 hours per week, full benefits, effective July 1, 2021.



## **OAKLAND COUNTY SHERIFF'S OFFICE**



Orion Township Substation

Weekly "Calls for Service" Summary

Time period: 05-10-2021 to 05-16-2021

Calls for service: 343
Felony arrests: 0
Misdemeanor arrests: 4
Accidents: 13

### **21-91951      5:13PM      5/10/2021   911 Call / Mental Health Assistance**

Deputies responded to a 911 call in the 100 block of Eagen Drive for a female screaming for neighbors to call the police while standing near the mailboxes. Deputies located the 37-year-old resident due to other similar calls from neighbors and calmed and cared for the resident. An investigation revealed that the female was in a manic state and was unable to take care of herself. Deputies transported the female to common ground for a health exam. Deputies notified social services APS of the need for further assistance and attempted to contact family members in a group effort to render care.

### **21-91774      05/10/2021      1:27 PM – School Threat Investigation**

Deputies responded to the Lake Orion High School to assist the School Resource Deputy (SRO) on an initial report of a subject having a weapon inside the school. School officials and the Oakland County Sheriff's Office SLO learned of a video on Snap Chat of a student with a handgun. Although the picture did not specifically make a threat, it was reported initially that the background in the picture did resemble rooms in the High School. This information led officials to believe a handgun could possibly be inside the high school. Following prudent safety protocols, the High School was placed



into a lock down while authorities obtained more conclusive information regarding the possible threat and the location of the picture. During the investigation it was ascertained that the picture was not taken within the school. The investigation did identify the student in the video, and it was determined that the shared video did not involve the school as initially reported.

**21-93532      8:23PM      05/12/2021      Unattended Death Investigation**

Deputies were dispatched to a Welfare Check in the 2000 Block of Cline Ct. The caller advised that he has not heard from his friend in a week. Deputies arrived and heard a loud television coming from the apartment. Deputies were able to look into the windows and observed a male subject lying on the floor unresponsive. Orion deputies entered the apartment through an unlocked door, assessed the patient and determined the man was obviously deceased. Detectives and an Investigator from the Oakland County Medical Examiner's Office responded to the scene and began their respective investigations. The Medical Examiner's Office took custody of the deceased and an autopsy had been scheduled. The investigation revealed the man died of natural causes

**21-93942      11:28AM      05/13/2021      Malicious Destruction of Property**

Deputies responded to the 400 S. Conklin Dr on a suspicious broken window. A neighbor stated that as he was cutting his neighbors grass today, when he noticed the basement window was broken out. Deputies investigated and determined the window had broken intentionally, however; nothing was missing from the residence. Suspects unknown. All information was collected, investigation continue

**21-95317      2:52 AM      05/15/2021      911 Reckless Vehicle/Operating While Intoxicated Arrest**

Deputies were dispatched 911 to the area of Joslyn Road and Greenshield Road for a vehicle driving recklessly. Deputies located the vehicle and observed it drifting in and out of lanes. The suspect vehicle then proceeded to run a red light. Deputies safely stopped the vehicle and spoke with the driver, a 23-year-old male, resident of Clarkston. The driver displayed indicators he was intoxicated, and Deputies administered field sobriety tests. The driver failed the sobriety tests and blew a .232 in a breathalyzer. The driver was taken to a nearby hospital for a blood draw and then to the Oakland County Jail where he was released in the morning. Charges are pending lab results.

**21-95952      5/16/2020      1:05AM      Property Damage Crash-OWI-Arrest**

Deputies were dispatched to a ve on Parakeet Hill Dr. Deputies located the vehicles and the driver. Deputy spoke to the responsible driver and detected the driver had been drinking. The



investigation revealed the driver had been drinking and the 47-year-old Hazel Park resident submitted to a PBT with the results being .283%. The driver was placed under arrest for Operating while Intoxicated and transported to the hospital for a blood draw. The driver was safely transported to the Oakland County Jail without incident.

**21-96415      5/16/2021      8:15 PM      Continued Loud Music Complaints**

Deputies were dispatched to the 2400 block of Holland St. for loud music inside the neighbor's home coming his next-door neighbors' speakers out by his pool. Deputies arrived on-scene and recorded the loud music and witnessed the unreasonable loud sound level on the complainant's property. Deputies went to the neighbor to ask if he would turn the music down and they were ordered off the property. After the first deputy left the scene, the neighbor turned the music up again and another deputy arrived on scene and attempted to discuss mutual neighborly respect regarding loud music. Due to the lack of reasonable response from the loud neighbor, the investigation and case is being reviewed for the courts.

**Everyone with information or crime tips regarding these incidents are encouraged to contact the Orion Township Sheriff's Office Substation at 248 393-0090 for tips, or our Dispatch Center at 248 858-4911 for crimes in-progress. Tipsters can remain anonymous.**



## **OAKLAND COUNTY SHERIFF'S OFFICE**



Orion Township Substation

Weekly "Calls for Service" Summary

Time period: 05-24-2021 to 05-30-2021

Calls for service: 355
Felony arrests: 1
Misdemeanor arrests: 3
Accidents: 11

**21-106228      5/29/2021      3:36PM      MDOP to a Vehicle – Tire Slashed**

Deputies were dispatched to 4846 Baldwin Rd at the Party City store for a reported MDOP. The complainant, a 30-year-old resident of Burton, stated the tires to her 2019 GMC Terrain had been slashed. She had parked her vehicle 5am upon arriving at work. When she left at 3:15 pm, she discovered both the right front tire and right rear tire had been slashed. number. Pictures were taken and attached. Deputies canvassed the area for video surveillance or evidence, but none was located. Detectives are continuing the investigation.

**21-106322      5/30/2021      5:46PM      Suspicious Person/ Police Impersonator**

Deputies took a report at the Orion Substation on a Police Impersonator report. The complainant, a 30-year-old resident of Orion, stated she was traveling eastbound on Waldon Road from Baldwin when she pulled over to respond to a text. An unknown white male pulled up behind her in a blue Ford Crown Victoria police style car. The male subject approached the complaint and identified himself as an undercover police officer. He produced a gold colored badge in the shape of a shield. He told her he stopped because of her "suspicious behavior".



He then told her to get out of her vehicle and get into the back seat of his vehicle. She told him "No" rolled up the window and drove away. The suspect followed her until she pulled into the Sheriff's Orion Substation.

The Suspect is described as: 6 foot tall, White, Male in his 30's with blonde hair (crew cut) and a trimmed beard. He was wearing a very worn black Adidas track suit.

The Vehicle is described as: late model Ford Crown Victoria, with a push bumper and spotlights. The vehicle was described as blue in color, specifically the blue used on Michigan State Police vehicles.

**21-106548      5/30/2021      12:33AM      Fatal Pedestrian Accident /OCSO Crash  
Investigation Unit Assist**

Deputies and the OTFD responded to the area of Lapeer Road near Greenshield Road on the report of a personal injury accident involving a vehicle and a pedestrian.

Upon arrival, Deputies observed two subjects rendering aid to the victim. OTFD arrived on the scene and performed life saving measures. Paramedics transported the victim to McLaren Oakland Hospital, where he was pronounced deceased by a physician.

The investigation revealed that the pedestrian had been wearing all dark clothing and had been walking his bicycle across Lapeer Road in a non-cross walk area. The pedestrian was struck by a vehicle which had been travelling southbound on Lapeer Road. Alcohol use on behalf of the driver was not a factor in this incident and the driver was not injured.

An OCSO Crash Investigator responded to the scene and began his investigation. The Medical Examiner's Office took custody of the deceased and an autopsy has been scheduled.

**21-106669      5/30/2021      6:59AM      Domestic Violence - Arrest**

Deputies responded to the 100 block of Canary Hill on the report of a Domestic Violence. Upon arrival, deputies separated the individuals and began an investigation. The investigation revealed the two subjects had been engaged in a verbal altercation when it escalated to physical violence. The female, 21-year-old resident of Orion, reported she had been physically assaulted by her boyfriend by choking and punching her numerous times

The male, a 21-year-old resident of Orion, reported that he had been injured by his girlfriend when she broke down the bedroom door and came after him with a knife. He sustained an injury to his finger trying to disarm her. The subject declined medical treatment.



The female was arrested for Domestic Violence and lodged at the Oakland County Jail.

The Oakland County Prosecutor's Office declined to issue charges on this matter. The subject was released from custody.

**21-106716      5/30/2021      9:36AM      Stolen Automobile**

Deputies responded to the 1200 block of Kern Road on a stolen automobile report. The complainant, a 55-year-old resident of Oakland Township, had parked his 2019, black, Jeep Cherokee in his driveway at 7 pm on 05/29/2021 7 PM. When he woke up this morning, he discovered the vehicle missing. He believes he may have left the vehicle unlocked with the key fob inside. Deputies checked the area for any evidence or video surveillance with negative results. The vehicle was entered in LEIN as stolen. The Oakland County Sheriff's Auto Theft Investigations Unit will continue the investigation.

**21-106954      5/30/2021      5:27M      Disorderly Persons (Fighting) / MDOP Vehicle**

Deputies responded to the DNR boat launch located at 341 Indianwood Rd for a large group fighting. Upon arrival, Deputies separated all parties and began their investigation. The two groups had been involved in a verbal altercation over who was next to utilize the launch to recover their boat. The argument escalated when two subjects physically assaulted members of the other group. A bystander had the mirror of his vehicle broken by one of the suspects. There were no reported injuries and the parties involved declined to press charges for the assault. One suspect, a 24-year-old resident of Oxford, was issued citations for Disorderly Person (fighting) and Malicious Destruction to Property (mirror). The other suspect, a 28-year-old resident of Pennsylvania, was issued a citation for Disorderly Person (fighting).

**Everyone with information or crime tips regarding these incidents are encouraged to contact the Orion Township Sheriff's Office Substation at 248 393-0090 for tips, or our Dispatch Center at 248 858-4911 for crimes in-progress. Tipsters can remain anonymous.**






**Orion Township Fire Department**  
**Interoffice Memorandum**

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Date: May 26, 2021

To: Orion Township Board of Trustees

From:   
John Pender  
Assistant Fire Chief

Subject: Fire Department Call Volume/Significant Incidents

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**Orion Township Call Volume**  
**May 11, 2021-May 26, 2021**

Medical Calls- 87

Non- Medical Calls- 22

Total Call Volume- 109

Year to Date- 1188

**Fire Department Significant Incidents**

- Car fire in a detached garage. Fire was extinguished with no damage to the structure.
- Residential structure fire. Crews were dispatched to a home on fire. Upon arrival found heavy smoke from the structure. Crews made entry and found bedroom fully involved in fire. A second crew was sent into the structure and were able to rescue the homeowner's dog and cat. Both pets were unharmed. Crews remained on scene to perform overhaul and ventilation. No firefighter injuries. One resident was treated at the scene for smoke inhalation but refused transport to the hospital. Cause of fire is still under investigation.
- Residential structure fire. Crews were dispatched to a report of a fire inside of a home. Crews arrived and found a batterie that was on fire in the home. Homeowner had put water on the fire to control it prior to FD arrival. Crews made entry and competed extinguishing the fire. Batteries were removed from the home and home was ventilated.
- Vehicle fire. Vehicle was reported on fire at the land fill. Crews found vehicle on fire and extinguished









250









# Charter Township of Orion

2525 Joslyn Rd., Lake Orion MI 48360  
www.oriontownship.org

Phone: (248) 391-0304

## Agenda Item Summary

**To:** Board of Trustees

**From:** Trustee Mike Flood, Building Dept. Liaison

**Meeting Date:** June 7, 2021

**Memo Date:** May 28, 2021

**Subject:** Building Dept. April 2021 Reports

☐ Pending ☐ Consent

**REQUEST:** Please placed on June 7, 2021 BOT agenda under REPORTS

**REASON:** Transparency Board and public record

**PROCESS:** Two PDF's: (1) All building permits. (2) Enforcement List

**BUDGET** - Financial Item? ☐ Yes ☒ No If yes, fill out information below:

Fund Name	Account No.	Description	Budget Amount	Cost	Remaining Budget

### RECOMMENDATION (Motion)

Motion to receive and file Building Department April 2021 Reports.



05/24/21

**Enforcement List**

Category	Address	Owner	Filed	Closed
CITIZEN COMPLAINT O -09-12-326-002	GOLDEN GATE AVE		04/05/21	
STATUS:	OPEN	OFFICER Kirk Larson	Last Inspection Date	04/27/21
UNLICENSED VEHICLE O -09-08-426-016	BUCKNER RD		04/05/21	
STATUS:		OFFICER Al Daisley	Last Inspection Date	04/07/21
CITIZEN COMPLAINT O -09-25-451-016	KAELEAF RD		04/05/21	
STATUS:	OPEN	OFFICER Kirk Larson	Last Inspection Date	04/22/21
CITIZEN COMPLAINT O -09-01-201-004	GOLFVIEW DR		04/06/21	05/14/21
STATUS:	CLOSED	OFFICER Kirk Larson	Last Inspection Date	05/14/21
ORD. #146 FIRE CODE O -09-12-352-004	PLEASANT RIDGE AVE		04/06/21	
STATUS:	OPEN	OFFICER Jeffrey Williams	Last Inspection Date	
BUILDING CODES OL-09-02-333-012	N NORTH SHORE DR		04/06/21	04/12/21
STATUS:	CLOSED	OFFICER TIM LONDON	Last Inspection Date	04/12/21
CITIZEN COMPLAINT O -09-02-226-033	INDIAN RIDGE DR		04/06/21	
			Last Inspection Date	



05/24/21

**Enforcement List**

Category	Address	Owner	Filed	Closed
STATUS:	OPEN	OFFICER Al Daisley		
CITIZEN COMPLAINT O -09-11-456-024	BUCKHORN DR		04/06/21 Last Inspection Date	
STATUS:	OPEN	OFFICER Kirk Larson		
BUILDING CODES O -09-19-403-002	MOUNT VERNON DR		04/06/21 Last Inspection Date	05/13/21 05/13/21
STATUS:	CLOSED	OFFICER TIM LONDON		
CITIZEN COMPLAINT O -09-01-230-015	WOODFIELD DR		04/07/21 Last Inspection Date	
STATUS:	OPEN	OFFICER Kirk Larson		
BUILDING CODES O -09-10-251-037	PINE TREE RD		04/07/21 Last Inspection Date	05/13/21 05/13/21
STATUS:	CLOSED	OFFICER TIM LONDON		
ORD. #146 FIRE CODE OL-09-02-405-019	N PARK BLVD		04/09/21 Last Inspection Date	
STATUS:		OFFICER David Ostertag		
CITIZEN COMPLAINT O -09-03-405-011	SHOREWOOD CT		04/09/21 Last Inspection Date	04/13/21
STATUS:	OPEN	OFFICER Al Daisley		
PROPERTY MAINTEN		AMENDED & RESTATED REV LIV	04/12/21	04/13/21



05/24/21

**Enforcement List**

Category	Address	Owner	Filed	Closed
O -09-36-300-001			Last Inspection Date	04/13/21
STATUS:	CLOSED	OFFICER	Kirk Larson	
CITIZEN COMPLAINT	TURNBERRY CT		04/13/21	
O -09-04-301-055			Last Inspection Date	
STATUS:	OPEN	OFFICER	Kirk Larson	
CITIZEN COMPLAINT	BELLEVUE AVE		04/21/21	
O -09-11-302-005			Last Inspection Date	04/29/21
STATUS:	OPEN	OFFICER	Kirk Larson	
CITIZEN COMPLAINT	STANTON RD		04/22/21	
O -09-05-100-011			Last Inspection Date	05/19/21
STATUS:	OPEN	OFFICER	TIM LONDON	
BUILDING CODES			04/22/21	04/27/21
O -09-01-329-019			Last Inspection Date	04/27/21
STATUS:	CLOSED	OFFICER	Kirk Larson	
CITIZEN COMPLAINT			04/26/21	
O -09-01-334-031			Last Inspection Date	05/07/21
STATUS:	OPEN	OFFICER	TIM LONDON	
CITIZEN COMPLAINT	SCHICK DR		04/27/21	
O -09-01-410-009			Last Inspection Date	
STATUS:		OFFICER	Kirk Larson	



05/24/21

**Enforcement List**

Category	Address	Owner	Filed	Closed
CITIZEN COMPLAINT O -09-03-452-028	FAIRVIEW ST		04/27/21	
STATUS:	OPEN	OFFICER Kirk Larson	Last Inspection Date	
BUILDING CODES O -09-25-401-158	KINGSDALE BLVD		04/27/21	05/17/21
STATUS:	CLOSED	OFFICER TIM LONDON	Last Inspection Date05/17/21	
CITIZEN COMPLAINT O -09-11-378-065	W CLARKSTON RD		04/28/21	
STATUS:	OPEN	OFFICER Kirk Larson	Last Inspection Date	
CITIZEN COMPLAINT O -09-05-200-023	CREEKWOOD DR		04/29/21	
STATUS:	OPEN	OFFICER Kirk Larson	Last Inspection Date05/18/21	
BUILDING CODES O -09-25-401-156	KINGSDALE BLVD		04/29/21	05/17/21
STATUS:	CLOSED	OFFICER TIM LONDON	Last Inspection Date05/17/21	
CITIZEN COMPLAINT O -09-10-329-006	ELKHORN LAKE RD		04/30/21	
STATUS:	OPEN	OFFICER Kirk Larson	Last Inspection Date	
Structure fire O -09-35-300-001	Cardinal Hill DR		04/30/21	
			Last Inspection Date	



05/24/21

## **Enforcement List**

Category	Address	Owner	Filed	Closed
STATUS:	OPEN	OFFICER Kirk Larson		
CITIZEN COMPLAINT	PHILADELPHIA AVE		04/30/21	
O -09-11-383-014			Last Inspection Date	05/12/21
STATUS:		OFFICER TIM LONDON		
<b>Records: 28</b>			Page: 5	



## PERMITS ISSUED LIST

PARCEL NUMBER	ADDRESS	CATEGORY	WORK DESCRIPTION	PERMIT	DATE ISSUED	VALUE
<b>BUILDING</b>						
O -09-25-402-113	1239 LARK ST	RES DECK	New 10' x 16' deck - height 2.6'. Composite decking and railings, Ledger board affixed to structure.	PB20-543	04/13/2021	
O -09-19-400-008	3800 WALDON RD	RES. GARAGE	36x50 Pole Barn	PB20-556	04/13/2021	
O -09-32-126-019	4405 S BALDWIN RD	SIGNS	Reqeust for 30.26 sq. ft. wall sign	PB20-560	04/21/2021	
O -09-10-254-027	537 SHADY OAKS ST	RES. ADDITION	Addition	PB21-002	04/14/2021	
O -09-10-254-027	537 SHADY OAKS ST	RES DECK	New Deck	PB21-003	04/14/2021	
O -09-10-254-027	537 SHADY OAKS ST	RES. REPAIR	Carport repair	PB21-004	04/14/2021	
O -09-05-226-012	844 PINERY BLVD	RES DECK	Cover Deck	PB21-016	04/16/2021	
O -09-02-176-010	575 N LAPEER RD	COMMERCIAL, MISC.	Repair existing building after fire damage	PB21-024	04/14/2021	258
O -09-04-301-034	379 CRAIGEND CT	RES. NEW HOUSE GARAGE	New Single Family Home with attached garage House/Garage: 2805/527 Sq.Ft.	PB21-034	04/21/2021	
O -09-05-200-032	751 PINERY BLVD	RES. POOLS	Inground Swimming Pool	PB21-065	04/12/2021	
O -09-05-400-012	310 PINE LAKE LN	RES. POOLS	Inground Swimming Pool	PB21-067	04/12/2021	
O -09-03-178-008	1314 INDIANWOOD RD	RES. POOLS	Inground Swimming Pool	PB21-069	04/12/2021	
O -09-23-102-035	2118 ORWELL ST	RES DECK	New Deck	PB21-080	04/12/2021	
O -09-07-101-006	4190 KLAIS DR	RES. ALTER	Finish Basement - Adding Bedroom, Bathroom & Kitchen.	PB21-105	04/14/2021	
O -09-32-351-020	4872 S BALDWIN RD	COMMERCIAL ALTERATIO	Remodel 2500 Sq.Ft within the center core of sales floor. Demo floor and ceiling.	PB21-115	04/23/2021	
O -09-28-151-029	3295 HICKORY DR	RES. ALTER	Remove existing door & window. Widen opening and install header, king and Jack studs for 72" patio door. Install new flanged patio door with necessary sill pan, flashing and trim.	PB21-117	04/06/2021	



O -09-08-151-049	3146 PARK MEADOW DR	RES. POOLS	in ground one piece fiberglass swimming pool with fence	PB21-120	04/12/2021
O -09-08-151-015	3521 PARK MEADOW DR	RES. POOLS	in ground one piece fiberglass pool with fence	PB21-121	04/12/2021
O -09-07-226-018	3651 PARK MEADOW DR	RES. POOLS	in ground one piece fiberglass swimming pool with fence	PB21-122	04/12/2021
O -09-04-301-040	425 GREENAN LN	RES. NEW HOUSE GARAGE	2 Story - Single Family Home with attached garage and covered porch. House/Garage: 3210/648	PB21-123	04/30/2021
O -09-36-202-119	4713 TANGLEWOOD LN	RES. ALTER	Basement bath with existing rough-in.	PB21-124	04/19/2021
O -09-26-102-012	3057 WALDON MEADOWS	RES. NEW HOUSE GARAGE	New Single Family Home House/Garage: 2430/747	PB21-129	04/08/2021
O -09-14-201-025	1188 S LAPEER RD	COMMERCIAL ALTERATION	New Restaurant - interior alteration, New Kitchen Equipment.	PB21-130	04/22/2021
O -09-29-126-001	3003 S BALDWIN RD	SIGNS	1 56.32-sq. ft. wall sign Pro Health Urgent Care	PB21-131	04/28/2021
O -09-04-301-022	235 GREENAN LN	RES. NEW HOUSE GARAGE	New Single Family Home House/Garage: 2744	PB21-132	04/29/2021
O -09-36-403-056	4870 E STONEGATE CIR	RES DECK	Trex Deck on rear of home	PB21-134	04/19/2021
O -09-10-402-017	796 HEMINGWAY RD	RES DECK	10' x 14' Deck	PB21-135	04/12/2021
O -09-03-451-002	171 CHAMBERLAIN ST	RES. REPAIR	Fire Repair	PB21-138	04/05/2021
O -09-25-401-049	3458 FALCON WAY	RES. ALTER	1,360 sqft of finished basement to include a full bath, bedroom with existing egress window, gym, and living area with an electric fireplace and wet bar. Total project cost comes to \$113,184.	PB21-140	04/12/2021
O -09-20-453-019	2866 SATURN DR	RES DECK	Demo existing deck and replace with new deck and 3-Season Room constructed on new deck	PB21-141	04/23/2021
O -09-28-126-015	3427 JOSLYN RD	RES DECK	2 Decks & Pergola	PB21-145	04/21/2021
O -09-17-104-009	3001 YOSEMITE DR	RES. POOLS	16 x 32 Steel wall vinyl lined pool	PB21-146	04/09/2021
O -09-25-401-008	1344 ADDINGTON CT	RES. ALTER	Finish Basement	PB21-148	04/12/2021



O -09-30-376-021	3967 SPRING HOLLOW CT	RES. MISC.	20ft Interior Waterproofing, 448ft Crawlspace encapsulation & 1 Sump pump for crawlspace	PB21-149	04/22/2021	
O -09-03-451-002	171 CHAMBERLAIN ST	RES. ADDITION	Remove interior walls, Relocate kitchen & laundry room, Exterior wall framing & 2nd level porch	PB21-151	04/15/2021	
O -09-31-200-008	3537 GREGORY RD	RES. DEMO	Demo & Removal of Home	PB21-153	04/19/2021	
O -09-29-326-042	3643 S BALDWIN RD	SIGNS	Wall sign - Sushi Yeoubi 27 sq. ft.	PB21-154	04/21/2021	
O -09-03-451-002	171 CHAMBERLAIN ST	RES. MISC.	Foundation Only	PB21-158	04/16/2021	
O -09-10-376-033	970 PINE AVE	RES. MISC.	adding an attached 16 x 12 Pergola to our house, lake side.	PB21-160	04/19/2021	
O -09-25-452-003	3812 RED ROOT RD	RES DECK	Trex Deck	PB21-163	04/21/2021	
O -09-25-401-163	3398 HUNTSMAN BLVD	RES DECK	New Deck	PB21-167	04/20/2021	
O -09-32-401-060	4866 BROOMFIELD WAY	RES. NEW HOUSE GARAGE	New Single Family * MODEL: ASHTON* House/Garage: 2054/372	PB21-173	04/29/2021	
O -09-32-401-061	4872 BROOMFIELD WAY	RES. NEW HOUSE GARAGE	New Single Family *MODEL: ASHTON* House/Garage: 2054/372	PB21-174	04/29/2021	260
O -09-32-401-059	4860 BROOMFIELD WAY	RES. NEW HOUSE GARAGE	New Single Family *MODEL: ASHTON* House/Garage: 2054/372	PB21-175	04/29/2021	
O -09-32-401-056	4842 BROOMFIELD WAY	RES. NEW HOUSE GARAGE	New Single Family *MODEL: ASHTON* House/Garage: 2054/372	PB21-176	04/29/2021	
O -09-32-401-057	4848 BROOMFIELD WAY	RES. NEW HOUSE GARAGE	New Single Family *MODEL: ASHTON* House/Garage: 2054/372	PB21-177	04/29/2021	
O -09-32-401-058	4854 BROOMFIELD WAY	RES. NEW HOUSE GARAGE	New Single Family *MODEL: ASHTON* House/Garage: 2054/372	PB21-178	04/29/2021	
O -09-32-401-056	4842 BROOMFIELD WAY	RES. NEW HOUSE GARAGE	SHELL ONLY	PB21-179	04/29/2021	
O -09-12-403-008	1214 RIDGEVIEW CIR	RES. MISC.	Tear Off & Reroof - Redeck upper Roof	PB21-181	04/29/2021	



**BUILDING VILLAGE**

OL-09-02-482-002	102 S BROADWAY ST	COMMERCIAL INTERIOR F	Bicycle Shop & Warehouse Plan	PBV21-001	04/26/2021
OL-09-12-104-006	553 BAGLEY DR	RES. ALTER	Remove walls in lower level & add 2 bathroom rooms, Change bedroom walls to add master bathroom, New mechanical system, Connect small space at back of the house between kitchen & laundry room.	PBV21-011	04/01/2021
OL-09-12-154-009	407 NEWTON DR	RES. DEMO	Demo house & garage backfill with on-site soils.	PBV21-012	04/12/2021
OL-09-02-482-002	102 S BROADWAY ST	SIGNS	3 Wall Signs - Main Street Bicycles Location of signs 1. Front sign 31.9 sq.ft. 2. Broadway sign 34.6 sq. ft. 3. Lapeer Rd. sign 31.98 sq. ft.	PBV21-013	04/21/2021
OL-09-12-151-048	380 NEWTON CT	RES. ALTER	Finishing Basement with 1 full bath	PBV21-015	04/28/2021

**NUMBER OF PERMITS 5****Total Const. Value 147,500.00****Detached Accesory Structure**

261

O -09-05-226-012	844 PINERY BLVD	RES. GARAGE	We wish to construct a detached accessory storage structure on our current lot. Site layout and details of the new detached accessory structure are included in the attachments.	PB20-396	04/08/2021
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**NUMBER OF PERMITS 1****Total Const. Value 80,000.00****Electrical**

O -09-07-101-006	4190 KLAIS DR	RES. ALTER	Sub Panel, Branch Circuit, Light Fixt/Smoke Det (1), Fixed Appliances (2), Exhaust Fans (2)	PE21-092	04/01/2021
O -09-31-201-003	4140 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-068: RES NEW HOUSE GARAGE  Whole House Electrical: 4249 Sq.Ft.	PE21-108	04/02/2021



O -09-31-201-006	4152 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-070: RES NEW HOUSE GARAGE	PE21-109	04/02/2021	
			Whole House Electrical: 4459 Sq.Ft			
O -09-31-201-007	4156 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-066: RES NEW HOUSE GARAGE	PE21-110	04/02/2021	
			Whole House Electrical: 4161 Sq.Ft.			
O -09-31-201-010	4168 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-064: RES NEW HOUSE GARAGE	PE21-111	04/02/2021	
			Whole House Electrical: 4249 Sq.Ft.			
O -09-31-201-012	4176 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-075: RES NEW HOUSE GARAGE	PE21-112	04/02/2021	
			Whole House Electrical: 3941 Sq.Ft.			
O -09-31-201-064	4177 NEWGARD DR	RES. NEW HOUSE GARAGE	PB21-086: RES NEW HOUSE GARAGE	PE21-113	04/02/2021	
			Whole House Electrical: 4459 Sq.Ft.			
O -09-31-201-069	4174 NEWGARD DR	RES. NEW HOUSE GARAGE	PB21-088: RES NEW HOUSE GARAGE	PE21-114	04/02/2021	262
			Whole House Electrical: 4161 Sq.Ft.			
O -09-03-451-002	171 CHAMBERLAIN ST	RES. REPAIR	PB21-138: RES REPAIR	PE21-122	04/05/2021	
			Branch Circuits (3), Light Fixt/Smoke Det (25)			
O -09-25-453-001	3813 RED ROOT RD	RES. MISC.	Spa and registration	PE21-123	04/05/2021	
O -09-31-201-098	4127 NEWGARD DR	RES. NEW HOUSE GARAGE	PB20-565: RES NEW HOUSE GARAGE	PE21-124	04/06/2021	
			Low voltage ( 5 Devices)			
O -09-01-152-014	405 FRANKLIN WRIGHT BI	RES. ALTER	Service 0-100, sub-panel, fixtures (0-50) Building permit PB21-096	PE21-126	04/07/2021	
O -09-29-301-024	3384 GREGORY RD	RES. GARAGE	100 Ampere Service, Sub Panel, Branch Circuits (18), Light Fixt/Smoke Det (10), Feeders (100ft), Underground feeder (100ft)	PE21-127	04/08/2021	
			Building Permit # PB20-410			



O -09-25-401-071	3451 MALLARD LN	RES. ALTER	Sub Panel, Branch Circuits (7), Light Fxt/Smoke Det (50), Low Voltage (7 Devices)	PE21-128	04/09/2021
O -09-26-102-018	3081 WALDON MEADOWS	RES. NEW HOUSE GARAGE	Whole House Electrical: 2816 Sq.Ft. Building Permit # PB20-573	PE21-129	04/09/2021
O -09-31-201-073	4157 WALCOTT DR	RES. NEW HOUSE GARAGE	Low voltage (5 Devices) Building Permit # PB20-567	PE21-130	04/09/2021
O -09-01-101-004	484 INDIAN LAKE RD	RES. NEW HOUSE GARAGE	Temp Service (100 Ampere), Contractor Registration Building Permit # PB21-090	PE21-131	04/09/2021
O -09-32-401-080	4805 BROOMFIELD WAY	RES. NEW HOUSE GARAGE	NEW CONSTRUCTION: 2317 sq.ft. - Whole House Electrical Building Permit #: PB21-109	PE21-133	04/16/2021
O -09-32-401-081	4811 BROOMFIELD WAY	RES. NEW HOUSE GARAGE	NEW CONSTRUCTION: 2426 Sq.Ft - Whole House Electrical Building Permit # PB21-110	PE21-134	04/16/2021
O -09-32-401-082	4817 BROOMFIELD WAY	RES. NEW HOUSE GARAGE	NEW CONSTRUCTION: 2426 Sq.ft - Whole House Electrical Building Permit #: PB21-111	PE21-135	04/16/2021
O -09-32-401-083	4823 BROOMFIELD WAY	RES. NEW HOUSE GARAGE	NEW CONSTRUCTION: 2426 sq.ft - Whole House Electrical Building Permit #: PB21-112	PE21-136	04/16/2021
O -09-32-401-084	4829 BROOMFIELD WAY	RES. NEW HOUSE GARAGE	NEW CONSTRUCTION: 2426 sq.ft. - Whole House Electrical Building Permit # PB21-113	PE21-137	04/16/2021
O -09-14-327-051	299 STRATFORD LN	RES. MISC.	A/C Replacement, Furnace	PE21-138	04/12/2021
O -09-11-326-009	344 HEIGHTS RD	RES. MISC.	Run 220VAC power from cottage to junction box in back yard to allow installation of a sprinkler pump to pull water from Lake Orion.	PE21-139	04/12/2021
O -09-12-452-026	1443 RIDGEVIEW CIR	RES. POOLS	Pool (Inground), Contractor Registration Building Permit #: PB21-084	PE21-140	04/13/2021
O -09-30-376-021	3967 SPRING HOLLOW CT	RES. MISC.	Branch Circuit (1) Building Permit #: PB21-149	PE21-141	04/22/2021
O -09-26-478-003	3827 HI-CREST DR	RES. MISC.	Generator	PE21-143	04/15/2021



O -09-14-100-023	314 CASEMER RD	RES. ALTER	Service 0-100, branch circuits 8, fixtures 0-25, fixed appliances 4, a/c and furnace	PE21-145	04/16/2021	
O -09-11-304-005	454 ARMADA IS	RES. MISC.	FEEDERS: Underground (200 ft)	PE21-146	04/19/2021	
O -09-25-401-008	1344 ADDINGTON CT	RES. ALTER	Branch Circuits (6), Light Fixt/Smoke Det (1), Fixed Appliances (2), Contractor Registration  Building Permit #: PB21-148	PE21-147	04/19/2021	
O -09-36-202-119	4713 TANGLEWOOD LN	RES. ALTER	Basement bath electrical Branch circuits (2), Fixtures	PE21-149	04/21/2021	
O -09-29-126-001	3003 S BALDWIN RD	SIGNS	1 56.32-sq. ft. wall sign Pro Health Urgent Care	PE21-150	04/28/2021	
O -09-06-100-052	322 N BALDWIN RD	RES. GARAGE	PB21-017: RES GARAGE  Service: 101-400 Ampere, Sub Panel, Contractor Registration	PE21-151	04/22/2021	
O -09-22-476-020	2940 WALDON PARK DR	RES. MISC.	Furnace, Contractor Registration	PE21-152	04/22/2021	
O -09-08-151-015	3521 PARK MEADOW DR	RES. POOLS	PB21-121: RES POOL  Pool (Inground), Additional Inspection, Contractor Registration	PE21-154	04/22/2021	264
O -09-04-426-049	162 KIRKSWAY LN	RES. MISC.	Sub Panel, Branch Circuits (5), Light Fixt/Smoke Det (1), Fixed Appliances (2), Contractor Registration	PE21-156	04/23/2021	
O -09-04-226-012	551 NAKOMIS TRL	RES. MISC.	A/C Replacement, Furnace	PE21-157	04/23/2021	
O -09-12-201-042	350 S CONKLIN DR	RES. POOLS	PB21-114: RES POOLS  Pool, Contractor Registration	PE21-158	04/23/2021	
O -09-33-251-015	1934 KINMOUNT DR	RES. MISC.	Generator	PE21-160	04/23/2021	
O -09-19-327-025	2696 AUBREY DR	RES. ADDITION	PB21-083: RES ADDITION  101-400 amp Service, Sub Panel, Branch Circuits (5), Light Fixt/Smoke Det  5-7-2021: ADDING TO PERMIT... Additional Inspection.	PE21-161	04/23/2021	



O -09-02-126-006	805 N LAPEER RD	RES. NEW HOUSE GARAGE	New residential 4924/1064 (5988) sq. ft.	PE21-163	04/26/2021	
O -09-29-301-050	3510 GREGORY RD	RES. NEW HOUSE GARAGE	New house/garage electrical 2578/1013 (3591)	PE21-164	04/28/2021	
O -09-31-201-009	4164 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-060: RES NEW HOUSE GARAGE  Low Voltage: 5 Devices	PE21-166	04/30/2021	
O -09-25-402-029	1106 LARK ST	RES. MISC.	Generator	PE21-167	04/30/2021	
O -09-13-126-020	650 E CLARKSTON RD	RES. ALTER	PB21-045: RES ALTER  Service: 0-100 ampere, Sub Panel, Light Fixt/Smoke Det, Hoods, Contractor Registration	PE21-168	04/30/2021	

**NUMBER OF PERMITS 45**

**Total Const. Value 0.00**

## ELECTRICAL VILLAGE

OL-09-02-482-002	102 S BROADWAY ST	SIGNS	3 Wall Signs - Main Street Bicycles Location of signs 1. Front sign 31.9 sq.ft. 2. Broadway sign 34.6 sq. ft. 3. Lapeer Rd. sign 31.98 sq. ft.	PEV21-009	04/09/2021	265
OL-09-01-352-009	433 E SHADBOLT ST	RES. ADDITION	Service 0-100 amp, branch circuits (2), fixtures 1-25, furnace	PEV21-010	04/28/2021	

**NUMBER OF PERMITS 2**

**Total Const. Value 0.00**

## FIRE ALARM

O -09-07-477-034	3676 W CLARKSTON RD	FIRE ALARM INSPECTION	Fire Department Inspection - Please contact Jeff Williams to schedule your inspection for this permit.	PFA21-017	04/23/2021	
O -09-07-477-034	3676 W CLARKSTON RD	FIRE ALARM	Fire Alarm Inspection - Please contact the building department to schedule your inspection for this permit.	PFA21-018	04/23/2021	
O -09-07-477-034	3694 W CLARKSTON RD	FIRE ALARM INSPECTION	Fire Department Inspection - Please contact Jeff Williams to schedule your inspection for this permit.	PFA21-019	04/23/2021	



O -09-07-477-034	3694 W CLARKSTON RD	FIRE ALARM	Fire Alarm Inspection - Please contact the building department to schedule your inspection for this permit.	PFA21-020	04/23/2021
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<b>NUMBER OF PERMITS</b>	<b>4</b>					<b>Total Const. Value</b>	<b>0.00</b>
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<b>FIRE ALARM - VILLAGE</b>
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OL-09-02-482-002	102 S BROADWAY ST	VILLAGE COMMERCIAL	Bike Shop & Warehouse: PBV21-001  Please contact Jeffrey Williams to set up inspection.	PFAV21-001	04/23/2021
OL-09-02-482-002	102 S BROADWAY ST	VILLAGE COMMERCIAL	Bike Shop & Warehouse: PBV21-001  Please contact the Building Dept to set up inspection	PFAV21-002	04/23/2021

<b>NUMBER OF PERMITS</b>	<b>2</b>					<b>Total Const. Value</b>	<b>0.00</b>
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<b>FIRE SUPPRESSION</b>
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O -09-21-201-002	2323 JOSLYN RD	FIRE SUPPRESSION	New Township Hall Fire Suppression - Heads (413) Please contact Jeff Williams to schedule your inspection.	PFS21-003	04/22/2021
O -09-21-201-002	2323 JOSLYN RD	FIRE SUPPRESSION	New Sheriff's Office Fire Suppression - Heads (95) Please contact Jeff Williams to schedule your inspection.	PFS21-010	04/22/2021

<b>NUMBER OF PERMITS</b>	<b>2</b>					<b>Total Const. Value</b>	<b>0.00</b>
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<b>Mechanical</b>
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O -09-31-201-084	3606 CLARENDON DR	RES. NEW HOUSE GARAGE	PB20-015: RES NEW HOUSE GARAGE  Gas Line & Pressure Test	PM21-0126	04/09/2021
O -09-31-201-003	4140 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-068: RES NEW HOUSE GARAGE  Gas Line & Pressure Test	PM21-0188	04/01/2021



O -09-31-201-006	4152 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-070: RES NEW HOUSE GARAGE	PM21-0189	04/01/2021
			Gas Line & Pressure Test		
O -09-31-201-007	4156 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-066: RES NEW HOUSE GARAGE	PM21-0190	04/01/2021
			Gas Line & Pressure Test		
O -09-31-201-009	4164 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-060: RES NEW HOUSE GARAGE	PM21-0191	04/02/2021
			Gas Line & Pressure Test		
O -09-31-201-010	4168 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-064: RES NEW HOUSE GARAGE	PM21-0192	04/02/2021
			Gas Line & Pressure Test		
O -09-22-476-020	2940 WALDON PARK DR	RES. MISC.	Furnace	PM21-0193	04/22/2021
O -09-31-201-011	4172 WALCOTT DR	RES. NEW HOUSE GARAGE	PM21-062: RES NEW HOUSE GARAGE	PM21-0195	04/02/2021
			Gas Line & Pressure Test		
O -09-31-201-012	4176 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-075: RES NEW HOUSE GARAGE	PM21-0196	04/02/2021
			Gas Line & Pressure Test		
O -09-31-201-064	4177 NEWGARD DR	RES. NEW HOUSE GARAGE	PB21-086: RES NEW HOUSE GARAGE	PM21-0197	04/02/2021
			Gas Line & Pressure Test		
O -09-31-201-065	4173 NEWGARD DR	RES. NEW HOUSE GARAGE	PB21-097: RES NEW HOUSE GARAGE	PM21-0198	04/02/2021
			Gas Line & Pressure Test		
O -09-31-201-069	4174 NEWGARD DR	RES. NEW HOUSE GARAGE	PB21-088: RES NEW HOUSE GARAGE	PM21-0199	04/02/2021
			Gas Line & Pressure Test		
O -09-31-201-070	4178 NEWGARD DR	RES. NEW HOUSE GARAGE	PB21-058: RES NEW HOUSE GARAGE	PM21-0200	04/02/2021
			Gas Line & Pressure Test		



O -09-31-201-071	4165 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-056: RES NEW HOUSE GARAGE	PM21-0201	04/05/2021	
			Gas Line & Pressure Test			
O -09-31-201-074	4153 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-039: RES NEW HOUSE GARAGE	PM21-0202	04/05/2021	
			Gas Line & Pressure Test			
O -09-26-102-006	412 WALDON MEADOWS C	RES. NEW HOUSE GARAGE	PB21-084: RES NEW HOUSE GARAGE	PM21-0203	04/05/2021	
			Gas Line & Pressure Test			
O -09-26-102-005	418 WALDON MEADOWS C	RES. NEW HOUSE GARAGE	PB21-033: RES NEW HOUSE GARAAGE	PM21-0204	04/05/2021	
			Whole House Plumbing: 2205 Sq.Ft.			
O -09-26-102-019	3085 WALDON MEADOWS	RES. NEW HOUSE GARAGE	PB21-012: RES NEW HOUSE GARAGE	PM21-0205	04/05/2021	
			Gas Line & Pressure Test			
O -09-12-452-026	1443 RIDGEVIEW CIR	RES. POOLS	PB21-084: RES POOLS	PM21-0206	04/06/2021	268
			pool heater			
O -09-31-201-072	4161 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-057: RES NEW HOUSE GARAGE	PM21-0207	04/05/2021	
			Gas Line & Pressure Test			
O -09-02-126-006	805 N LAPEER RD	RES. NEW HOUSE GARAGE	PB20-163: RES NEW HOUSE GARAGE	PM21-0208	04/05/2021	
			Gas Line (400 ft), Pressure Test			
O -09-31-201-009	4164 WALCOTT DR	RES. NEW HOUSE GARAGE	prefab fireplace	PM21-0209	04/06/2021	
O -09-31-201-008	4160 WALCOTT DR	RES. NEW HOUSE GARAGE	prefab fireplace	PM21-0210	04/06/2021	
O -09-01-153-006	300 FRANKLIN WRIGHT BI	RES. ALTER	PB21-052: RES ALTER	PM21-0212	04/06/2021	
			Air Ducts			
O -09-36-202-087	4581 PILGRIM CT	RES. ALTER	Exhaust fan Building permit PB21-081	PM21-0213	04/06/2021	



O -09-31-201-073	4157 WALCOTT DR	RES. NEW HOUSE GARAGE	PB20-567: RES NEW HOUSE GARAGE Furnace, Air Ducts, A/C, Ex Fan (5), Humidifier	PM21-0214	04/07/2021
O -09-04-301-047	270 GREENAN LN	RES. NEW HOUSE GARAGE	Install pre fab fireplace	PM21-0217	04/09/2021
O -09-28-327-007	2124 W SILVERBELL RD	RES. MISC.	Furnace	PM21-0223	04/13/2021
O -09-25-401-008	1344 ADDINGTON CT	RES. ALTER	Gas Line (200ft), Contractor Registration	PM21-0226	04/13/2021
O -09-34-300-016	4601 LIBERTY S DR	COMMERCIAL, NEW BUILD	Air Ducts 24 Hydronic Heat 23 Cooling 2 Dry Coolers AC 495 Tons Air Curtains 20 Ex Fans 4 Humidifier 27 2 Energy Recovery ventilator Unit Heaters 4	PM21-0227	04/13/2021
O -09-26-102-016	3073 WALDON MEADOWS	RES. NEW HOUSE GARAGE	Gas Line & Pressure Test Building Permit #: PB20-573	PM21-0228	04/15/2021
O -09-26-102-018	3081 WALDON MEADOWS	RES. NEW HOUSE GARAGE	Gas Line & Pressure Test Building Permit #: PB20-573	PM21-0229	04/15/2021
O -09-26-452-017	3901 S LAPEER RD	COMMERCIAL, NEW BUILD	Gas Line & Pressure Test Building Permit #: PB023012	PM21-0231	04/15/2021
O -09-26-102-016	3073 WALDON MEADOWS	RES. NEW HOUSE GARAGE	Install pre fab fireplace Building Permit #: PB21-071	PM21-0232	04/15/2021
O -09-36-202-119	4713 TANGLEWOOD LN	RES. ALTER	Exhaust fan in Basement bath BUILDING PERMIT #: PB21-124	PM21-0233	04/21/2021
O -09-31-201-100	4119 NEWGARD DR	RES. NEW HOUSE GARAGE	Gas Line & Pressure Test Building Permit #: PB21-142	PM21-0234	04/19/2021
O -09-31-201-101	4115 NEWGARD DR	RES. NEW HOUSE GARAGE	Gas Line & Pressure Test Building Permit #: PB20-119 - RES NEW HOUSE GARAGE	PM21-0235	04/19/2021
O -09-31-201-102	4111 NEWGARD DR	RES. NEW HOUSE GARAGE	Building Permit #: PB21-087 - RES NEW HOUSE GARAGE Gas Line & Pressure test	PM21-0236	04/19/2021



O -09-32-401-079	4799 BROOMFIELD WAY	RES. NEW HOUSE GARAGE	Building Permit #: PB21-108: RES NEW HOUSE GARAGE	PM21-0237	04/19/2021	
			Gas Line & Pressure Test			
O -09-32-401-080	4805 BROOMFIELD WAY	RES. NEW HOUSE GARAGE	PB21-109: RES NEW HOUSE GARAGE	PM21-0238	04/19/2021	
			Gas Line & Pressure Test			
O -09-32-401-081	4811 BROOMFIELD WAY	RES. NEW HOUSE GARAGE	PB21-110: RES NEW HOUSE GARAGE	PM21-0239	04/19/2021	
			Gas Line & Pressure Test			
O -09-32-401-082	4817 BROOMFIELD WAY	RES. NEW HOUSE GARAGE	PB21-111: RES NEW HOUSE GARAGE	PM21-0240	04/19/2021	
			Gas Line & Pressure Test			
O -09-32-401-083	4823 BROOMFIELD WAY	RES. NEW HOUSE GARAGE	PB21-112: RES NEW HOUSE GARAGE	PM21-0241	04/19/2021	
			Gas Line & Pressure Test			
O -09-32-401-084	4829 BROOMFIELD WAY	RES. NEW HOUSE GARAGE	PB21-113: RES NEW HOUSE GARAGE	PM21-0242	04/19/2021	270
			Gas Line & Pressure Test			
O -09-26-478-003	3827 HI-CREST DR	RES. MISC.	Run gas line to generator.	PM21-0243	04/20/2021	
O -09-31-201-009	4164 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-060: RES NEW HOUSE GARAGE	PM21-0244	04/22/2021	
			Furnace, Air Ducts, A/C, Ex Fan (5), Humidifier			
O -09-31-201-008	4160 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-055: RES NEW HOUSE GARAGE	PM21-0245	04/22/2021	
			Furnace, Air Ducts, A/C, Ex Fan (6), Humidifier			
O -09-31-201-084	3606 CLARENDON DR	RES. NEW HOUSE GARAGE	PB21-015: RES NEW HOUSE GARAGE	PM21-0246	04/22/2021	
			Furnace, Air Ducts, A/C, Ex Fan (5), Humidifier			



O -09-31-201-071	4165 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-056: RES NEW HOUSE GARAGE	PM21-0247	04/22/2021
			prefab fireplace		
O -09-04-226-012	551 NAKOMIS TRL	RES. MISC.	Furnace, Water Heater, A/C	PM21-0248	04/23/2021
O -09-25-401-008	1344 ADDINGTON CT	RES. MISC.	Air Ducts, Ex Fan (1), Contractor Registration	PM21-0249	04/23/2021
O -09-26-102-016	3073 WALDON MEADOWS	RES. NEW HOUSE GARAGE	PB21-071: RES NEW HOUSE GARAGE	PM21-0253	04/23/2021
			Furnace, Air Ducts, A/C, Ex Fan (4), Humidifier		
O -09-04-301-076	145 CROSBIE CT	RES. NEW HOUSE GARAGE	Furnace, Air Ducts, A/C, Ex Fan (3), Kitchen Hood	PM21-0254	04/23/2021
O -09-29-303-007	3718 HIDDEN FOREST DR	RES. MISC.	Furnace, A/C, Humidifier	PM21-0255	04/23/2021
O -09-04-301-047	270 GREENAN LN	RES. NEW HOUSE GARAGE	PB20-539: RES NEW HOUSE GARAGE	PM21-0256	04/23/2021
			Furnace, Air Ducts, A/C, Ex Fan (2), Kitchen Hood		
O -09-31-201-070	4178 NEWGARD DR	RES. NEW HOUSE GARAGE	PB21-0258: RES NEW HOUSE GARAGE	PM21-0258	04/23/2021
			prefab fireplace		
O -09-33-251-015	1934 KINMOUNT DR	RES. MISC.	Generator, Pressure Test	PM21-0259	04/23/2021
O -09-07-452-003	719 SHREWSBURY DR	RES. MISC.	Furnace, Humidifier	PM21-0260	04/27/2021
O -09-26-102-019	3085 WALDON MEADOWS	RES. NEW HOUSE GARAGE	Install prefab fireplace Building Permit #: PB21-012	PM21-0262	04/29/2021
O -09-26-102-005	418 WALDON MEADOWS C	RES. NEW HOUSE GARAGE	Install prefab fireplace Building Permit #: PB21-033	PM21-0263	04/29/2021
O -09-25-402-029	1106 LARK ST	RES. MISC.	Gas line and pressure test	PM21-0265	04/28/2021
O -09-04-301-035	378 CRAIGEND CT	RES. NEW HOUSE GARAGE	PB21-028: RES NEW HOUSE GARAGE	PM21-0268	04/29/2021
			Installing prefab fireplace		



O -09-29-126-052	3273 S BALDWIN RD	RES. ALTER	PB021867: RES ALTER	PM21-0270	04/29/2021
			Furnace (2), Air Ducts (2), Clothes Dryer, Cook Tops, Water Heater, A/C (5.5 tons), Ex Fan (3), Kitchen Hood, Wood Stove (2)		
O -09-26-102-019	3085 WALDON MEADOWS	RES. NEW HOUSE GARAGE	PB21-012: RES NEW HOUSE GARAGE	PM21-0271	04/30/2021
			Furnace, Air Ducts, A/C, Ex Fan (6), Humidifier		
O -09-26-102-005	418 WALDON MEADOWS C	RES. NEW HOUSE GARAGE	Furnace, Air Ducts, A/C, Ex Fan (6), Humidifier	PM21-0272	04/30/2021

**NUMBER OF PERMITS      65** **Total Const. Value    0.00**

## MECHANICAL VILLAGE

OL-09-02-305-030	550 N SHORE CT	RES. MISC.	Install 3 prefab fireplaces	PMV21-017	04/09/2021
OL-09-02-328-016	445 N CHANNEL ST	RES. NEW HOUSE GARAGE	Install 4 fireplaces	PMV21-019	04/23/2021

**272**

**NUMBER OF PERMITS      2** **Total Const. Value    0.00**

## OUTDOOR DISPLAY & SALES

O -09-23-301-014	2600 S LAPEER RD	OUTDOOR SALES		POS-21-02	04/20/2021
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**NUMBER OF PERMITS      1** **Total Const. Value    0.00**

## PLANNING COMMISSION

**NUMBER OF PERMITS      0** **Total Const. Value**

## Plumbing

O -09-31-201-084	3606 CLARENDON DR	RES. NEW HOUSE GARAGE	PB21-015: RES NEW HOUSE GARAGE	PP21-050	04/09/2021
			Whole House Plumbing: 2806 Sq.Ft.		
O -09-07-101-006	4190 KLAIS DR	RES. ALTER	Bath, Dishwasher, Disposal, Shower Pan, Sink	PP21-059	04/01/2021



O -09-01-128-014	858 ESTHER DR	RES. MISC.	Lavatory (2), Shower Trap, Water Closet	PP21-069	04/08/2021
O -09-31-201-003	4140 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-068: RES NEW HOUSE GARAGE  NEW CONSTRUCTION PLUMBING : 3779 SqFt. & Additional Inspection	PP21-070	04/01/2021
O -09-31-201-006	4152 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-070: RES NEW HOUSE GARAGE  NEW CONSTRUCTION PLUMBING : 3779 Sq.Ft. & Additional Inspection	PP21-071	04/01/2021
O -09-31-201-007	4156 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-066: RES NEW HOUSE GARAGE  NEW CONSTRUCTION PLUMBING : 3501 Sq.Ft. & Additional Inspection	PP21-072	04/01/2021
O -09-31-201-009	4164 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-060: RES NEW HOUSE GARAGE  NEW CONSTRUCTION PLUMBING: 3184 Sq.Ft. & Additional Inspection	PP21-073	04/02/2021
O -09-31-201-010	4168 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-064: RES NEW HOUSE GARAGE  NEW CONSTRUCTION PLUMBING : 3779 Sq.Ft. & Additional Inspection	PP21-074	04/02/2021
O -09-31-201-012	4176 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-075: RES NEW HOUSE GARAGE  NEW CONSTRUCTION PLUMBING: 3501 Sq.Ft & Additional Inspection	PP21-075	04/02/2021
O -09-31-201-064	4177 NEWGARD DR	RES. NEW HOUSE GARAGE	PB21-086: RES NEW HOUSE GARAGE  NEW CONSTRUCTION PLUMBING: 3779 SqFt. & Additional Inspection	PP21-076	04/02/2021



O -09-31-201-011	4172 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-062: RES NEW HOUSE GARAGE  NEW CONSTRUCTION PLUMBING: 3501 Sq.Ft. & Additional Inspection	PP21-077	04/02/2021
O -09-31-201-065	4173 NEWGARD DR	RES. NEW HOUSE GARAGE	PB21-097: RES NEW HOUSE GARAGE  NEW CONSTRUCTION PLUMBING : 2806 Sq.Ft., Additional Inspection	PP21-078	04/02/2021
O -09-31-201-069	4174 NEWGARD DR	RES. NEW HOUSE GARAGE	PB21-088: RES NEW HOUSE GARAGE  NEW CONSTRUCTION PLUMBING : 3501 Sq.Ft. & Additional Inspection	PP21-079	04/02/2021
O -09-31-201-070	4178 NEWGARD DR	RES. NEW HOUSE GARAGE	PB21-058: RES NEW HOUSE GARAGE  NEW CONSTRUCTION PLUMBING : 3501 Sq.Ft. & Additdional Inspection	PP21-080	04/02/2021
O -09-31-201-071	4165 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-056: RES NEW HOUSE GARAGE  NEW CONSTRUCTION PLUMBING : 3501 Sq.Ft., Additional Inspection	PP21-081	04/05/2021
O -09-31-201-072	4161 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-057: RES NEW HOUSE GARAGE  NEW CONSTRUCTION PLUMBING: 3501 Sq.Ft, Additional Inspection	PP21-082	04/05/2021
O -09-31-201-074	4153 WALCOTT DR	RES. NEW HOUSE GARAGE	PB21-039: RES NEW HOUSE GARAGE  NEW CONSTRUCTION PLUMBING : 3184 Sq.Ft. & Additional Inspection	PP21-083	04/05/2021



O -09-26-102-006	412 WALDON MEADOWS C	RES. NEW HOUSE GARAGE	PB21-032: RES NEW HOUSE GARAGE Whole House Plumbing: 2410 Sq.Ft.	PP21-084	04/05/2021
O -09-26-102-005	418 WALDON MEADOWS C	RES. NEW HOUSE GARAGE	PB21-033: RES NEW HOUSE GARAGE Whole House Plumbing: 2205 Sq.Ft.	PP21-085	04/05/2021
O -09-26-102-019	3085 WALDON MEADOWS	RES. NEW HOUSE GARAGE	PB21-012: RES NEW HOUSE GARAGE Whole House Plumbing: 2205 Sq.Ft.	PP21-086	04/05/2021
O -09-01-152-014	405 FRANKLIN WRIGHT BI	RES. ALTER	PB21-096: RES ALTER (FINISHED BASEMENT) Lavatory, Stack (2), Shower Pan, Shower Trap, Sink, Water Closet, Water Heater, Water Distribution: 3/4" to 1 1/2" res., Contractor Registration	PP21-087	04/06/2021
O -09-01-153-006	300 FRANKLIN WRIGHT BI	RES. ALTER	PB21-052: RES ALTER (FINISHED BASEMENT) Lavatory, Stack (2), Sink, Water Closet, Water Distribution: 3/4" to 1 1/2" res.	PP21-088	04/06/2021
O -09-36-202-087	4581 PILGRIM CT	RES. ALTER	Shower trap, sink, water closet, lavatory, urinal Building permit PB21-081	PP21-089	04/06/2021
O -09-04-301-060	180 GREENAN LN	RES. NEW HOUSE GARAGE	Whole House Plumbing: 2005 Sq.Ft. Building Permit #: PB20-496 4-8-2021: ADDED UNDERGROUND INSPECTION TO THIS PERMIT	PP21-090	04/08/2021
O -09-25-401-008	1344 ADDINGTON CT	RES. ALTER	Lavatory, Shower Pan, Shower Trap, Sink, Water Closet, Additional Inspections (2), Contractor Registration Building Permit #: PB21-148	PP21-091	04/13/2021
O -09-26-102-016	3073 WALDON MEADOWS	RES. NEW HOUSE GARAGE	Whole House Plumbing: 1704 Sq.Ft. Building Permit #: PB21-071	PP21-093	04/15/2021
O -09-26-102-018	3081 WALDON MEADOWS	RES. NEW HOUSE GARAGE	Whole House Plumbing: 2199 Sq.Ft. Building Permit #: 2199 Sq.Ft.	PP21-094	04/15/2021



O -09-26-452-017	3901 S LAPEER RD	COMMERCIAL, NEW BUILDING	Floor Drain (13), Lavatory (3), Sink (5), Water Closet (3), Water Distribution: 3/4" to 1 1/2" coml, Underground inspection Building Permit #: PB023012	PP21-095	04/15/2021
O -09-31-201-100	4119 NEWGARD DR	RES. NEW HOUSE GARAGE	NEW CONSTRUCTION: 2806 Sq.Ft, Additional Inspection Building Permit # PB21-142	PP21-096	04/19/2021
O -09-31-201-101	4115 NEWGARD DR	RES. NEW HOUSE GARAGE	NEW CONSTRUCTION PLUMBING: 3501 Sq.Ft., Additional Inspection	PP21-097	04/19/2021
O -09-31-201-102	4111 NEWGARD DR	RES. NEW HOUSE GARAGE	NEW CONSTRUCTION PLUMBING: 3184 Sq.Ft., Addition Inspection  Building Permit #: PB21-087: RES NEW HOUSE GARAGE	PP21-098	04/19/2021
O -09-32-401-079	4799 BROOMFIELD WAY	RES. NEW HOUSE GARAGE	NEW CONSTRUCTION PLUMBING: 1945 Sq.Ft., Additional Inspection  Building Permit #: PB21-108: RES NEW HOUSE GARAGE	PP21-099	04/19/2021
O -09-32-401-080	4805 BROOMFIELD WAY	RES. NEW HOUSE GARAGE	PB21-109: RES NEW HOUSE GARAGE  Whole House Plumbing: 1945 Sq.Ft., Additional Inspection	PP21-100	04/19/2021
O -09-32-401-081	4811 BROOMFIELD WAY	RES. NEW HOUSE GARAGE	PB21-110: RES NEW HOUSE GARAGE  Whole House Plumbing: 2054 Sq.Ft, Additonal Inspection	PP21-101	04/19/2021
O -09-32-401-082	4817 BROOMFIELD WAY	RES. NEW HOUSE GARAGE	PB21-111: RES NEW HOUSE GARAGE  Whole House Plumbing: 2054 Sq.Ft., Additional Inspection	PP21-102	04/19/2021



O -09-32-401-083	4823 BROOMFIELD WAY	RES. NEW HOUSE GARAGE	PB21-112: RES NEW HOUSE GARAGE	PP21-103	04/19/2021	
			NEW CONSTRUCTION PLUMBING: 2054 SQ.Ft. & Additional Inspection			
O -09-32-401-084	4829 BROOMFIELD WAY	RES. NEW HOUSE GARAGE	PB21-113: RES NEW HOUSE GARAGE	PP21-104	04/19/2021	
			NEW CONSTRUCTION PLUMBING: 2054 Sq.Ft & additional inspection			
O -09-36-202-119	4713 TANGLEWOOD LN	RES. ALTER	Plumbing for new basement bath with builder provided rough in Baths, sink (2), water closeet, urinal	PP21-107	04/21/2021	
O -09-07-426-002	3380 W CLARKSTON RD	COMMERCIAL, MISC.	New plumbing for concession stand at ball park.	PP21-108	04/23/2021	
O -09-04-301-076	145 CROSBIE CT	RES. NEW HOUSE GARAGE	PB20-497: RES NEW HOUSE GARAGE	PP21-109	04/23/2021	
			Whole House Plumbing: 2805 Sq.Ft., Underground Inspection			277
O -09-23-201-030	1032 PARKLAND RD	RES. MISC.	Shower pan, Shower Trap and stack	PP21-116	04/26/2021	
O -09-28-354-025	3972 QUEENSBURY RD	RES. NEW HOUSE GARAGE	New residential home 1,896 sq. ft.	PP21-121	04/26/2021	
O -09-09-430-017	1297 LAKEVIEW DR	RES. NEW HOUSE GARAGE	Single Family Home: 2300 Sq.Ft.	PP21-122	04/27/2021	
O -09-02-177-013	25 INDIANWOOD RD	COMMERCIAL, NEW BUILD	Firestone Complete Auto Care backflow, drinking fountain, floor drain (5), hose bibb (2), laundry tub, lavatory (2), stack/auto vent (4), sink (2), watercloset (2), water heater, water distribution 3/4", additional and registration	PP21-123	04/28/2021	

NUMBER OF PERMITS 44

Total Const. Value 0.00

## SOIL EROSION

O -09-03-178-008	1314 INDIANWOOD RD	SOIL EROSION	class 4	PSE21-021	04/12/2021
O -09-05-200-032	751 PINERY BLVD	SOIL EROSION	Class 3	PSE21-022	04/12/2021



O -09-05-400-012	310 PINE LAKE LN	SOIL EROSION		PSE21-023	04/12/2021	
O -09-04-301-040	425 GREENAN LN	SOIL EROSION		PSE21-032	04/30/2021	
O -09-26-102-012	3057 WALDON MEADOWS	SOIL EROSION	Class 2	PSE21-033	04/08/2021	
O -09-04-301-022	235 GREENAN LN	SOIL EROSION		PSE21-034	04/29/2021	
O -09-17-104-009	3001 YOSEMITE DR	SOIL EROSION		PSE21-036	04/09/2021	
O -09-10-208-008	839 PINE TREE W RD	SOIL EROSION	Class 1 Soil Erosion	PSE21-039	04/20/2021	

**NUMBER OF PERMITS      8** **Total Const. Value   0.00**

<b>SOIL EROSION - COMMERCIAL</b>
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O -09-34-300-018		SOIL EROSION		PSR21-004	04/22/2021	
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**NUMBER OF PERMITS      1** **Total Const. Value   0.00**

<b>SPECIAL PERMIT</b>
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O -09-21-176-011	2325 JOSLYN CT	SPECIAL INSPECTION	Small Retail Shopping Event	PSP21-002	04/12/2021	278
			EVENT DATES: 4.17.2021 to 4.18.2021 TIME: 11-5pm			
O -09-21-176-011	2325 JOSLYN CT	SPECIAL INSPECTION	A Walk for Warmth (Fundraiser)	PSP21-004	04/19/2021	
			Date of Event: 5-1-2021 Time of Event: 9am - 12pm			
			Details: 10x10 Tent, Flat Top Grill on c -pub patio 300 People Expected			



O -09-21-176-011	2325 JOSLYN CT	SPECIAL INSPECTION	Open Air Markets (retail shopping)	PSP21-005	04/19/2021	
			Date of Event: April 24-25, 2021   May 1-2, 2021   June 5-6, 2021   July 10-11, 2021   July 24-25, 2021 August 1, 2021   August 27-29, 2021 November 6-7, 2021   November 13, 2021 November 19-20-2021			
			Details: Small outdoor retail shopping event. No security needed. 10x10 tent located Flat top Grill on C-Pub patio 500-1000 Peopole Expected			

NUMBER OF PERMITS	3	Total Const. Value	0.00
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TEMP SIGNS
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O -09-29-301-086	3331 TOWNE PARK DR #16	TEMP SIGN	Banner: 2 x 5	P21-004	04/01/2021	279
			Dates: 3 -1-2021 to 3-30-2021 Renewal #1: 4-1-2021 to 4-30-2021 Renewal #2: 5-1-2021 to 5-30-2021			

NUMBER OF PERMITS	1	Total Const. Value	0.00
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Population: All Records

Permit.DateIssued Between 4/1/2021 12:00:00 AM  
AND 4/30/2021 11:59:59 PM

\$0.00





## Report Item Summary

**To:** Board of Trustees  
**From:** Chris Barnett, Township Supervisor  
**Meeting Date:** June 7, 2021  
**Memo Date:** June 3, 2021  
**Subject:** SEMCOG One Water

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### REQUEST

The Southeast Michigan Council of Governments (SEMCOG) and the Southeast Michigan Partners for Clean Water are joining with Governor Whitmer and the Michigan Department of Environment, Great Lakes, and Energy in encouraging the community to participate in Great Lakes and Fresh Water Week from June 5-13, 2021 by celebrating Southeast Michigan's abundant water resources through recreation, education, and stewardship activities.

Our abundant waters are essential to Michigan's environmental health, economic vitality and unique freshwater heritage. Everyone can enjoy them, and everyone has a role to play in keeping them healthy. The community is encouraged to paddle along a water trail, join an Adopt-a-Beach team for a local cleanup, collect plastics along the waterways, or clear neighborhood storm catch basins of litter. There are many things everyone can do as part of their daily routines that will benefit Michigan's water resources.

Attached is Governor Whitmer's Great Lakes and Fresh Water Week Proclamation. SEMCOG also provided the Township with a set of promotional materials that will be distributed to residents to encourage the healthy maintenance of our freshwater systems.

### RECOMMENDATION (MOTION)

Receive and file.



May 7, 2021



Thank you for your support of Southeast Michigan's One Water initiative and Great Lakes and Fresh Water Week (June 5-13, 2021). With your help and the assistance of the enclosed materials, the residents of Southeast Michigan will be better informed and prepared to be stewards of our water resources.

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Please keep an eye on your email inbox, as we are excited to share digital materials and activities in the coming days to celebrate Great Lakes and Fresh Water Week.

*Questions? Contact: Katherine Grantham (Grantham@semcog.org), SEMCOG Environment and Infrastructure or Trevor Layton (Layton@semcog.org), SEMCOG Communications.*



# Great Lakes and Fresh Water

## June 5-13, 2021: Great Lakes and Fresh Water Week

**WHEREAS**, Michigan is home to more than 11,000 inland lakes, tens of thousands of miles of rivers and streams, 6.5 million acres of wetlands, 3,200 miles of shoreline along the Great Lakes, 230,000 acres of coastal dunes, and vast groundwater resources; and,

**WHEREAS**, fresh water is our state's most significant resource, supplying critical drinking water and supporting state industries such as recreation, tourism, fishing, manufacturing, transportation, and agriculture; and,

**WHEREAS**, Michigan waterways serve as the great connectors, linking the wetlands, dunes, and coastal and aquatic ecosystems of the Great Lakes and beyond; and,

**WHEREAS**, Michigan's water serves as a way to connect Michiganders to the world through commerce, industry, and recreation; and,

**WHEREAS**, water links our communities to places and environments beyond our borders, and Michigan must be a leader in protecting this complex and unique ecosystem and resource; and,

**WHEREAS**, creating resilient Michigan communities is essential to address issues such as climate change, extreme weather events, and economic challenges; and,

**WHEREAS**, equitable access to affordable, clean water is critical to the health of all Michiganders, and the Office of the Clean Water Public Advocate serves as a conduit to connect resources at the state and local level; and,

**WHEREAS**, the infrastructure to effectively manage our water resources is key to a healthy community and strong economy, and we recognize the need to maintain and invest in our water infrastructure, including municipal upgrades to drinking water and wastewater infrastructure under the MI Clean Water Plan; and,

**WHEREAS**, Michigan seeks to manage our surface water, groundwater, and the Great Lakes in a collaborative and environmentally just manner with local, state, regional, federal, tribal, and provincial partners; and,

**WHEREAS**, the Great Lakes system is the largest freshwater system in the world and requires stewardship, education on water literacy, and community awareness of the value of our water resources, each of which aid in the wise use and management of this resource; and,

**WHEREAS**, during this week, we encourage Michiganders to learn more about the unique wonders of our Great Lakes and freshwater resources vital for Michigan's future;

**NOW, THEREFORE**, I, Gretchen Whitmer, governor of Michigan, do hereby proclaim June 5-13, 2021 as Great Lakes and Fresh Water Week in Michigan.





# Charter Township of Orion

2525 Joslyn Rd., Lake Orion MI 48360  
www.oriontownship.org

Phone: (248) 391-0304

## Report Item Summary

**To:** Board of Trustees  
**From:** Chris Barnett, Township Supervisor  
**Meeting Date:** June 7, 2021  
**Memo Date:** June 4, 2021  
**Subject:** Municipal Complex, May 2021 Executive Report

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### REQUEST

Please find attached the May 2021 Municipal Complex Executive Report prepared by Cunningham-Limp.

### RECOMMENDATION (MOTION)

Receive and file the May 2021 Municipal Complex Executive Report.





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**SOUTH PERSPECTIVE**

# Orion Township Municipal Complex

EXECUTIVE REPORT #10

May 2021

PREPARED BY  

**Cunningham-Limp**  
 BUILDING BETTER COMMUNITIES



# Table of Contents.

- About Cunningham-Limp
- Executive Summary
- Design Summary
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- Budget Report
- Schedule
- Site Photographs
- Overall Site Plan
- Safety Cross
- Project Directory

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At Cunningham-Limp, our mission is to make  
a positive impact on people, communities,  
and companies.

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# Project Mission

## MISSION

To replace a functionally obsolete facility with failing infrastructure and occupancy constraints, with a community focused Municipal Complex and Future Park that will serve generations of residents in Orion Township.



# Executive Summary.

## ORION TOWNSHIP MUNICIPAL COMPLEX SUMMARY

The Sheriff's Station interior framing & interior MEP rough-in is complete. The exterior siding and window frames have been installed. The glass is scheduled to arrive in mid-June and the team will proceed with drywalling the interior once the building is enclosed.

The structural steel is 75% complete with the board room, community room, and public corridor remaining. The first-floor concrete slab on the steel decking has been poured, along with waterproofing and backfilling of the basement slab. Steel is onsite and being erected for the Municipal Complex. The masonry team is currently finalizing the blockwork for the community room and will aim for completion the end of June. The roofing material will be onsite early next month, and installation will begin. The exterior framing is well underway with the carpentry team working overtime. The MEP teams have had a successful start on the main floor distribution systems. DTE is energized to the transformer onsite, and the building will have power within the next two weeks.



# Design Summary.

## ORION TOWNSHIP MUNICIPAL COMPLEX SUMMARY

The design is complete and permitted for construction. The Municipal property sits on 77 acres, with the project utilizing 14 acres. Excess land, consisting of natural woodland areas and wetland areas, will be preserved as designed.

The Township Hall will be 43,637 square feet. The structure is a single-story building, with a full walkout basement.

The Sheriff's Substation will be 8,820 square feet and will sit adjacent to Township Hall.



# Inspection Summary.

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## ORION TOWNSHIP MUNICIPAL COMPLEX SUMMARY

- Independent testing inspections are ongoing through foundation placement, backfilled locations, concrete slab, and structural steel.
- The Township inspected the underground plumbing, electrical, framing, and concrete slab placement last month.

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## CONSTRUCTION ISSUES

- The team is working through the following coordination items:
  - Low voltage / data cabling / security coordination.
  - Interior partition clarification, MEP & fire protection coordination ongoing.
  - Coordination of interior finishes.
  - Misc. design details to provide a quality product.



# Construction Highlights.

## ORION TOWNSHIP MUNICIPAL COMPLEX SUMMARY

- The foundation is complete.
- Structural steel is erected for the main portion of the Township Hall building. The crew is now beginning the board room and community room.
- Masonry is near completion.
- The exterior siding for the Sheriff's Station is complete and with only detail work remaining.
- The first floor is poured along with the basement.
- The basement walls are backfilled.
- Five (5) additional electric vehicle charging stations have been installed for no additional fee.
- Exterior framing and metal trusses are in progress.
- The nature trail connection to the facility has been established.

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# Budget.

## ORION TOWNSHIP MUNICIPAL COMPLEX APPROVED CONTRACT

### Approved Construction Contract:

- Original Contract Value: \$16,854,000
- Change Orders to Date: \$0
- Current Contract Value: \$16,854,000
- % completed to date 54%

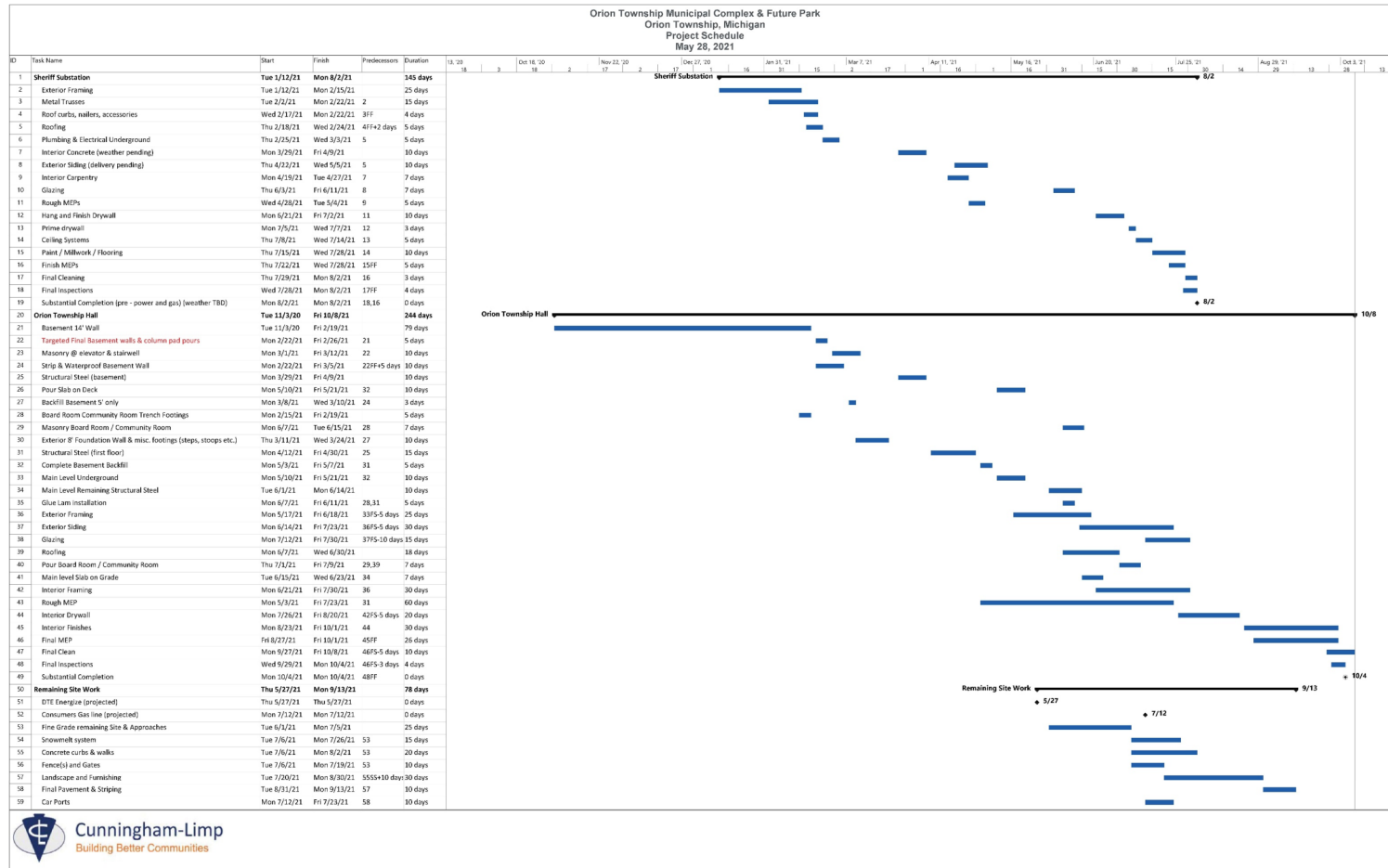
### Contingency Status:

- Original Contingency Value: \$500,000
- Current Contingency Value: \$418,000



# Project Schedule

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# Aerial Photographs.

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May 10, 2021



May 10, 2021



# Site Photographs.

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Sheriff's Station



# Site Photographs.

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Township Hall



Township Hall



# Site Photographs.

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Township Hall



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Township Hall



# Site Photographs.

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Township Hall



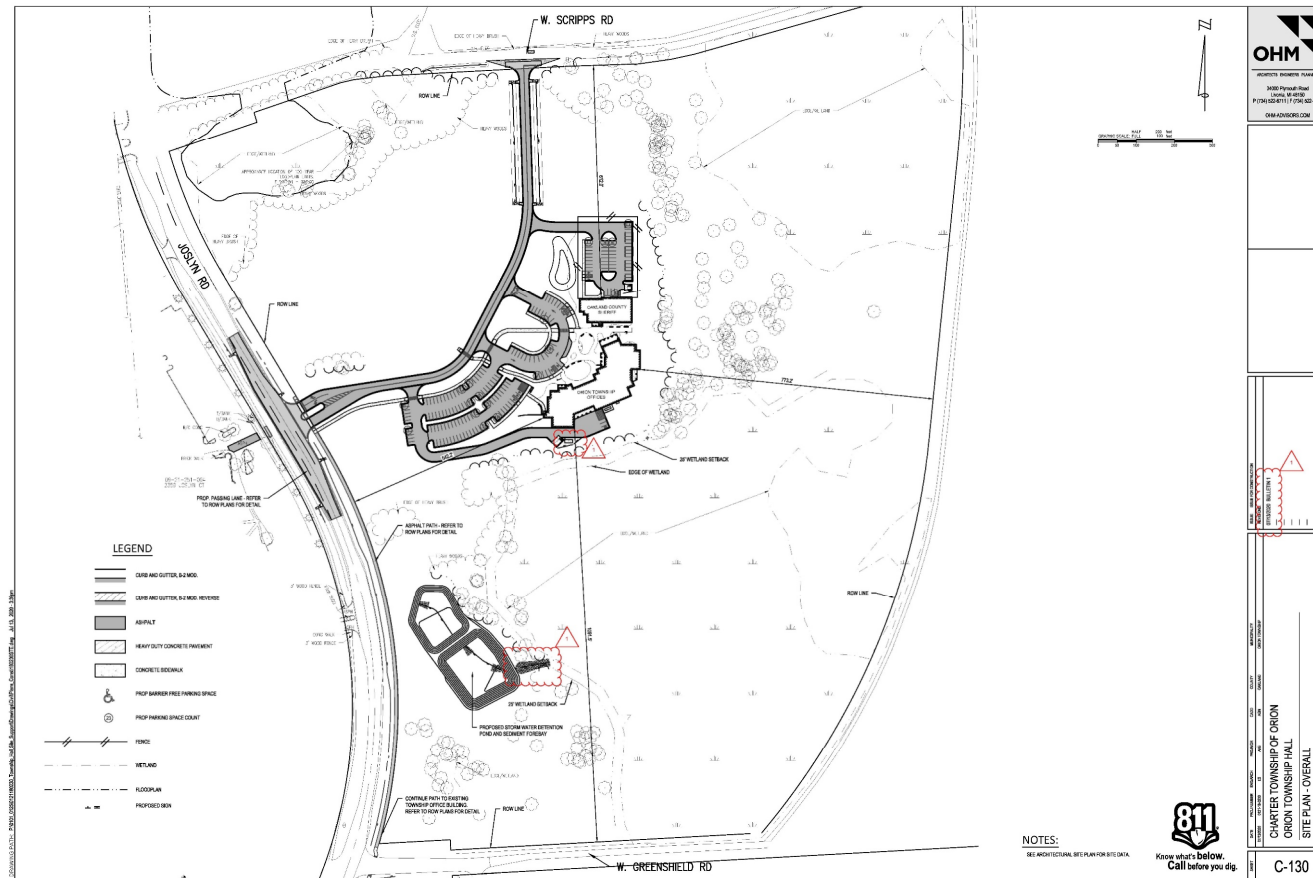
298

Township Hall



# Site Plan.

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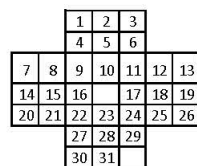


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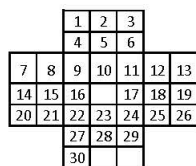


# Safety Cross.

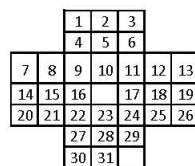
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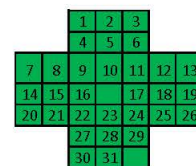
May-2020



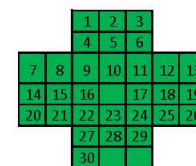
June-2020



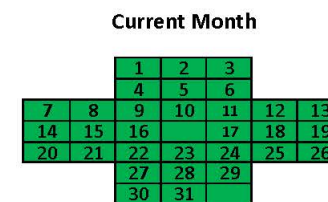
July-2020



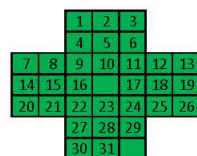
August-2020



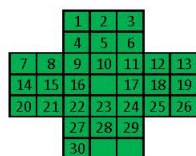
September-2020



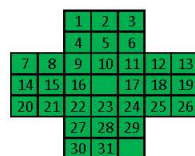
May-2020



October-2020



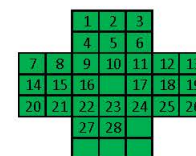
November-2020



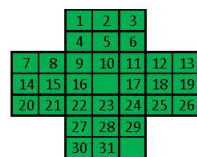
December-2020



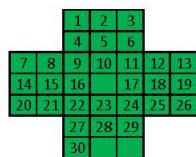
January-2021



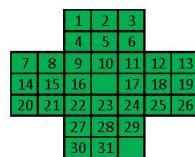
February-2021



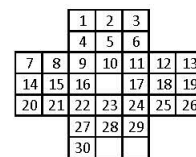
March-2020



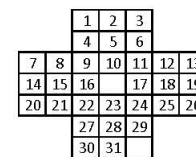
April-2020







May-2020



June-2020



July-2020

-  = Day without incident
-  = Day with light injury
-  = Day with incapacity injury
-  = Day with incident no injury

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# PROJECT DIRECTORY.

## Cunningham-Limp Directory

COMPANY	NAME	TITLE	ADDRESS	MOBILE	OFFICE	EMAIL
Cunningham-Limp	Sam Ashley	Vice President	28970 Cabot Drive Suit 100 Novi MI	NA	248-489-2300	<a href="mailto:sashley@clc.build">sashley@clc.build</a>
Cunningham-Limp	Jacob Gardner	Project Manager	28970 Cabot Drive Suit 100 Novi MI	734-395-0639	248-893-2308	<a href="mailto:jgardner@clc.build">jgardner@clc.build</a>
Cunningham-Limp	Josh Muxlow	Superintendent	28970 Cabot Drive Suit 100 Novi MI	248-763-1643	NA	<a href="mailto:jmuxlow@clc.build">jmuxlow@clc.build</a>
Cunningham-Limp	Natalie Lawrence	Project Coordinator	28970 Cabot Drive Suit 100 Novi MI	NA	248-488-7752	<a href="mailto:nlawrence@clc.build">nlawrence@clc.build</a>
Cunningham-Limp	Matt Sportel	Director of Construction	28970 Cabot Drive Suit 100 Novi MI	NA	248-893-2313	<a href="mailto:msportel@clc.build">msportel@clc.build</a>



# PROJECT DIRECTORY.

## Orion Township Directory

COMPANY	NAME	TITLE	ADDRESS	OFFICE	EMAIL
Orion Township	Chris Barnett	Township Supervisor	2525 Joslyn Road, Lake Orion, MI 48360	248-391-0304 EXT 1001	<a href="mailto:cbarnett@oriontownship.org">cbarnett@oriontownship.org</a>
Orion Township	Jeff Stout	Director of Public Services	2525 Joslyn Road, Lake Orion, MI 48360	248-391-6842	<a href="mailto:jstout@oriontownship.org">jstout@oriontownship.org</a>
Auger Klein Aller Architects Inc.	Scott Reynolds AIA	Project Architect / AKA Associate	303 E. Third Street Ste 100 Rochester MI 48307	248-814-9160	<a href="mailto:s.reynolds@aka-architects.net">s.reynolds@aka-architects.net</a>
OHM Advisors	James Stevens	Principal	34000 Plymouth Rd Livonia, MI 48150	248-751-3100	<a href="mailto:James.stevens@ohm-advisors.com">James.stevens@ohm-advisors.com</a>

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# CONTACT US.



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