



**PLANNING COMMISSION MEETING**  
**Monday, July 13, 2020 – 7:00 p.m.**  
**Zoom Meeting**  
**Meeting ID: 820 4834 0927**  
**Password: 085988**

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## **AGENDA**

- 1. Roll Call**
- 2. Approval of Agenda**
- 3. Approval of Items on the Consent Agenda**
  - A. May 11, 2020 Minutes**
- 4. Final PUD Site Plan Amendment – Samurai Steakhouse (The Crazy Crab),  
32905 Grand River Avenue**
- 5. Public Comment**
- 6. Planning Commission Comment**
- 7. Adjournment**

FARMINGTON PLANNING COMMISSION PROCEEDINGS  
23600 Liberty Street  
Farmington, Michigan  
May 11, 2020

Chairperson Crutcher called the Meeting to order via Zoom remote technology at 7:06 p.m. on Monday, May 11, 2020.

**ROLL CALL**

Present: Crutcher, Majoros, Perrot, Waun, Westendorf  
Absent: Kmetzo  
A quorum of the Commission was present.

**OTHER OFFICIALS PRESENT:** Director Christiansen, Recording Secretary Murphy, Brian Golden, Director of Media Services.

**APPROVAL OF AGENDA**

MOTION by Majoros, supported by Westendorf, to approve the Agenda.  
Motion carried, all ayes.

**APPROVAL OF ITEMS ON CONSENT AGENDA**

**A. March 9, 2020 Minutes**

MOTION by Majoros, seconded by Westendorf, to approve the items on the Consent Agenda.  
Motion carried, all ayes.

**SITE PLAN REVIEW FOR OUTDOOR SEATING – 37085 GRAND RIVER AVENUE, FREEDOM PLAZA, VINDU INDIAN CUISINE BAR & BANQUET**

Chairperson Crutcher introduced this item and turned it over to staff.

Director Christiansen thanked everyone for their cooperation in participating in tonight's meeting via Zoom technology. He stated this item is contained within the Commissioners' packets. He stated this is a site plan review for outdoor seating for the property located at 37085 Grand River Avenue, Freedom Plaza, Vindu Indian Cuisine Bar & Banquet. The owner of Vindu Indian Cuisine Bar & Banquet, Mr. Venkat Gutta, has submitted a site plan for a proposed outdoor seating area for his existing restaurant located in the Freedom Plaza. The property is located in the C-3, General Commercial District. Outdoor seating in the C-3 District requires approval of the Planning Commission. The changes, improvements, include a proposed outdoor seating patio area for the existing restaurant along the front and west side of the existing building. No changes regarding building dimensions or other site improvements are proposed at this time. The Applicant has submitted a site plan as indicted for the proposed outdoor seating area, including a layout

City of Farmington Planning Commission

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of the proposed outdoor seating area and the proposed outdoor seating examples of the proposed outdoor seating tables and chairs, that was attached with your staff packet. The submitted plans show the proposed outdoor seating area to be located again along the front, which is Grand River Avenue, and the west side of the first floor of the existing building adjacent to the existing restaurant building. The building has units on the first floor. The restaurant is a unit in the west portion of the building, the north and west portion of the first floor of the building. The outdoor seating area will have access from the existing restaurant building and unit. There's a 3-foot high decorative aluminum picket type fence proposed to enclose the outdoor seating area. The requested action this evening of the Planning Commission is to review the submitted outdoor seating site plan for Vindu Indian Cuisine Bar & Banquet, and then to act on that request. A copy of Section 35-102, (b), of the Zoning Ordinance regarding outdoor seating is attached with your staff packet. The Petitioner is in attendance this evening and is prepared along with his representative, Mr. Richard Konik, is here this evening on behalf of Mr. Venkat Gutta, representing the proposed outdoor seating and also for the work done by Siegal Toumaala, both are here this evening to present information to you.

What is on the screen right now is the second page of the site plan, that second page shows Vindu Restaurant, it's on the west half of the first floor of the existing three-story building. Then you see the outdoor seating area that's proposed on the front, the Grand River side and the west portion of the existing building. You'll also see the typical fencing elevation, the decorative aluminum fencing that is proposed to enclose the outdoor seating area will have a complete enclosure with access from the inside of the existing restaurant to the outdoor seating area and there is also a secondary access from that outdoor seating area, the south end of it, to the outside. So you have an ingress/egress directly from the restaurant and the secondary access down on the south end, so there are two means of ingress and egress. All of this meets City of Farmington requirements for outdoor seating.

Mr. Venkat Gutta is here along with Mr. Konik to present this to the Commission and provide some details.

Chairperson Crutcher asked the Petitioner if he would like to add anything to the presentation.

Richard Konik, architect for the project, stated he was comfortable with Christiansen's presentation but would be happy to answer any questions the Commission might have.

Chairperson Crutcher asked how many seats are being added and Konik replied roughly 20-25 seats will be outside, making sure that all egress requirements are met as well as pathway requirements.

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Crutcher asked if there are a large number of indoor seats and would the outdoor seating impact the restroom count and Konik replied the outdoor seating would not impact any of that. Crutcher then stated that not seeing a seating layout, is there barrier-free seating available outdoors. Konik replied that any one of the outdoor seats could be barrier-free by pulling a chair away from the table. Crutcher then said it looks a little tight going around the corner and Konik replied they're just under 3-feet, which they only need 30-inches for barrier-free so it still works but it is a little tight where the existing sidewalk is and keeping the 5-foot access around the outside of that that's required by the City but it still meets all the requirements for that.

Crutcher then asked if there was a plan for the furniture storage off season and Gutta replied it will be stored inside during the off season. Crutcher inquired if they had located trashcans outside as well and Konik replied that trash will be dealt by the servers and the bussers.

Chairperson Crutcher opened the floor for questions by the Commission.

Commissioner Perrot asked if the decorative fence is going to be a fixed fence or something that would be maneuvered around and Konik replied that it will be a fixed fence, anchored to the concrete wall outside. Perrot then inquired if there was a plan for sunshade such as patio umbrellas or awnings and Gutta replied they are planning to have patio umbrellas and they want their guests to be able to enjoy the traffic moving along Grand River and have a more pleasurable experience for the three months of the year that outdoor seating will be available.

MOTION by Majoros, supported by Waun, to approve the site plan review for the outdoor seating located at 37085 Grand River Avenue, in the Freedom Plaza, for Vindu Indian Cuisine Bar & Banquet, as presented at the May 11, 2020 Farmington Planning Commission meeting.

Motion carried, all ayes.

Chairperson Crutcher thanked the Applicants for their participation in the meeting.

### **PUBLIC COMMENT**

None heard.

### **PLANNING COMMISSION COMMENTS**

Commissioner Perrot stated he would like to make a statement of appreciation for everyone's savviness and willingness to work with technology in consideration of

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everything that is going on and commended everyone for their participation in the first Planning Commission Zoom meeting.

Director Christiansen said he would like to echo Commissioner Perrot's comments and thanked everyone for their efforts and willingness to make the changes necessary to accommodate continued communication and business in the City. He went on to state that now that the Governor has been releasing some of the restrictions, and last week outdoor construction and real estate is back and able to work. And also, too, with the number of inquiries received by the Economic Development Department with opportunities, they are anticipating their workload to be picking up. He said with the closure of City Hall and some services being curtailed for a while, with restrictions being lifted there's a lot of interest of picking back up where things were left off, so to speak, so there's a lot of projects. They're actually having a coordination for setting up and holding the pre-con for Tropical Smoothie which will be done remotely and electronically. There was also conversation with Boji Development, Inc., Ten Mile Development, LLC, regarding Liberty Hill and they're ready to go. They have some fees they're coordinating to pay and then there is a meeting regarding some infrastructure with adjacent property owners and then a pre-con, that's being scheduled and coordinated with the City's engineering and planning consultants, OHM Advisors, and move forward from there. He said there are a number of things in the downtown, so even though it may not "business as usual", but it is now business as we need to do it and there is a lot of interest in the City moving forward with what was moving forward and new opportunities now and into the future and looks forward to all of this coming before the Planning Commission.

Chairperson Crutcher thanked everyone for their participation in the Zoom meeting.

### **ADJOURNMENT**

MOTION by Westendorf, supported by Perrot, to adjourn the meeting.

Motion carried, all ayes.

The meeting was adjourned at 7:27 p.m.

Respectfully submitted,

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Secretary

<b>Farmington Planning Commission Staff Report</b>	<b>Planning Commission</b> <b>Date:</b> July 13, 2020	<b>Reference Number</b> <b>3</b>
<b>Submitted by:</b> Kevin Christiansen, Economic and Community Development Director		
<b>Description</b> Final PUD Planned Unit Development Site Plan Amendment – Samurai Steakhouse (The Crazy Crab), 32905 Grand River Avenue		
<p><b><u>Background</u></b></p> <p>This item is a discussion and review of a proposed Final PUD Planned Unit Development Site Plan Amendment for Samurai Steakhouse (The Crazy Crab). At their October 15, 2018 meeting, the City Council approved the Conceptual/Preliminary PUD Plan and draft PUD Agreement for Samurai Steakhouse (see attached copy of minutes and PUD agreement). At the December 10, 2018 Planning Commission Meeting, the Commission approved the Final PUD Planned Unit Development Site Plan for Samurai Steakhouse (see attached copy of minutes and approved Final PUD Plan).</p> <p>The applicant, Xie Zheng, LLC, has submitted a revised Final PUD Site Plan for Samurai Steakhouse for a proposed building addition to the existing 1<sup>st</sup> floor dining room for The Crazy Crab (formerly Samurai Sushi). The revised Final PUD Site Plan includes a revised final site plan, revised floor plans and revised building elevations.</p> <p>The applicant will be at the July 13, 2020 meeting to discuss the proposed Final PUD Site Plan amendment with the Commission.</p> <p>Attachments</p>		



City of Farmington  
CivicSight Map

MAP LEGEND:

- CITY BOUNDARY
- RIVERS-STREAMS
- MULTITENANTBUILDING (Type)
  - BUILT
  - PROPOSED
  - COMM\_INDUST BLDGS
  - RAPHAEL STREET(POLY)2
  - RAPHAEL STREET(POLY)
- PARCELS
- ROADS OUTSIDE FARMINGTON
- RIGHTOFWAY
- MULTITENANTPAVING
  - ROW EXTEND
  - LOT HISTORY
- OPEN WATER (FEATURETYP)
  - DetentionPond
  - StreamRiver
  - LakePond
  - Channel
  - SwampMarsh

2015 AERIAL PHOTOS (Image)



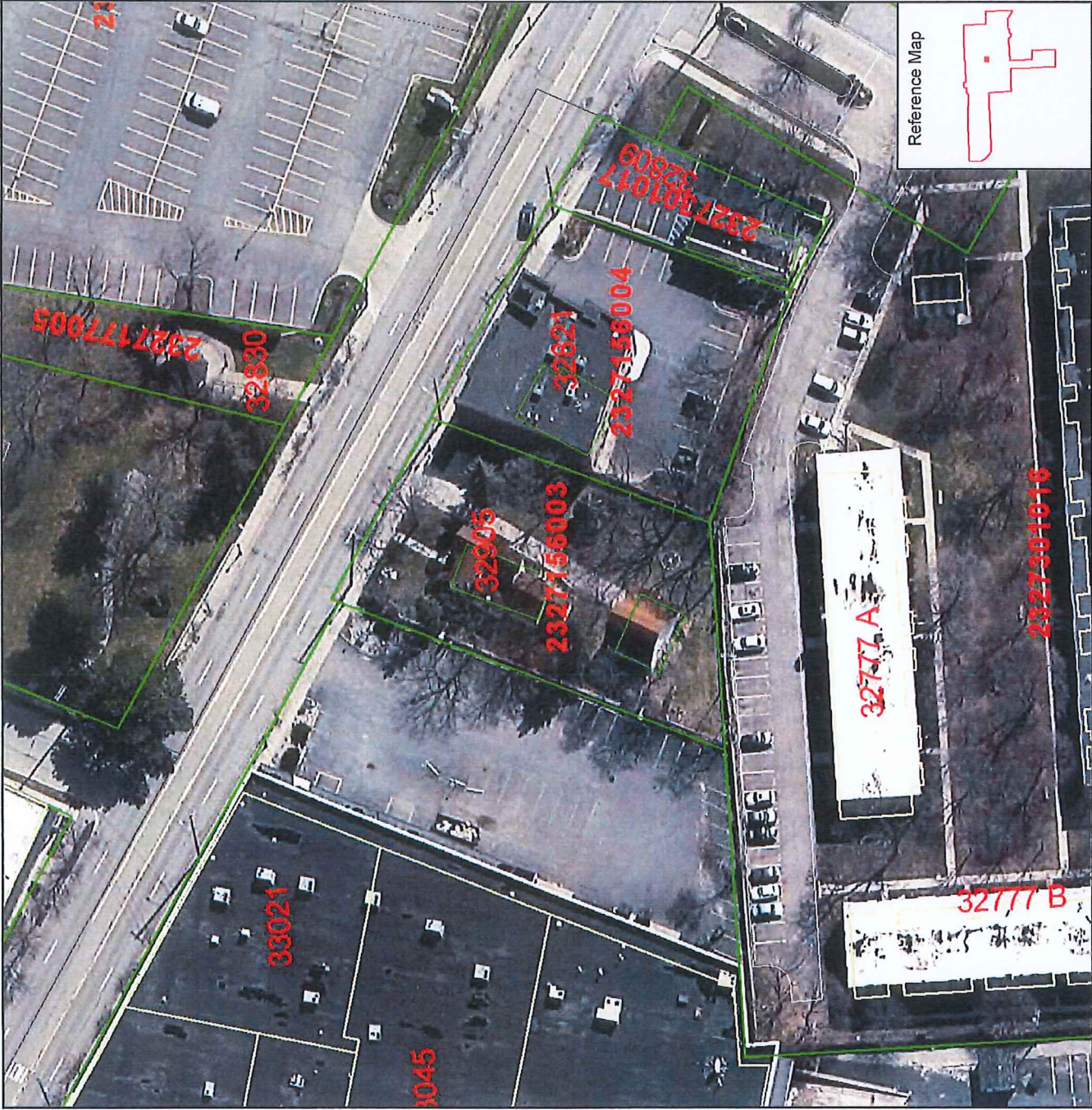
Map Scale: 1 inch = 74 feet

Map Date: 4/18/2018

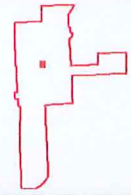
Data Date: April 13, 2018

Sources: City of Farmington, Oakland County GIS  
Utility, River's Edge GIS, LLC.

Disclaimer:  
Note: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey and is not intended to be used as one. Users of this data are hereby notified that the information contained herein is provided for informational purposes only and does not constitute a warranty or representation of the information. Once again, USE AT YOUR OWN RISK!!!

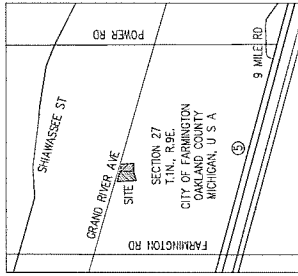


Reference Map



# ”SAMURAI STEAKHOUSE”

PART OF THE WEST 1/2 OF SECTION 27, T. 1N., R. 9E.,  
CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN.



LOCATION MAP  
NOT TO SCALE

#### LEGAL DESCRIPTION

#22006 Grand River Avenue, City of Farmington, MI, 48338

Part of the W 1/2 of Section 27, Town 1 North, Range 9 East, City of Farmington, Oakland County, Michigan, being more particularly described as follows:  
Lot 18 of "Assessor's Plat No. 2", as being recorded in Liber 54 of Plats, on Page 6, Oakland County Records.  
Containing: 15 Square Feet—0.000 Acres, more or less.  
Parcel Identification Number: # 23-27-156-003.  
Subject to the rights of a public and any easements and/or restrictions of record or otherwise.

#22821 Grand River Avenue, City of Farmington, MI, 48338

Part of the W 1/2 of Section 27, Town 1 North, Range 9 East, City of Farmington, Oakland County, Michigan, being more particularly described as follows:  
Lot 19 of "Assessor's Plat No. 2", as being recorded in Liber 54 of Plats, on Page 6, Oakland County Records.  
Containing: 15,926 Square Feet—2,204.036 Acres, more or less.  
Parcel Identification Number: # 23-27-156-004.  
Subject to the rights of a public and any easements and/or restrictions of record or otherwise.  
Note: Since our survey DOES NOT include a Title Search there could be easements and/or encumbrances upon the subject property that are not shown at this time.

PROJECT  
**SAMURAI STEAKHOUSE**  
CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN

CLIENT / APPLICANT  
**DENNY XIE**  
32841 GRAND RIVER AVE.  
FARMINGTON, MI 48338

PROJECT ENGINEER  
**D'ANNA ASSOCIATES**  
SALVATORE D'ANNA, P.E.  
PROFESSIONAL ENGINEER, No. 54685  
1055 SOUTH BOWLING GREEN EAST, SUITE 200  
FARMINGTON, MI 48337  
PHONE: (248) 852-7702

#### SHEET INDEX

- COVER SHEET
- SHEET 1 GENERAL PLAN
- SHEET 2 NOTES AND QUANTITIES
- SHEET 3 UTILITY AND DETENTION PLAN
- SHEET 4 AQUA-SWREL STRUCTURE DETAIL
- SHEET 5 GRADING PLAN
- SHEET 6 DRAINAGE AREA MAP AND STORM CALCULATIONS
- SHEET 7 SOIL EROSION AND SEDIMENTATION CONTROL PLAN

NOTE:  
THE PROPOSED PRIVATE RIGHTS ARE NOT DESIGNED TO MEET THE REQUIREMENTS OF THE MICHIGAN CONSTITUTION AND WILL BE TRANSFERRED TO THE CITY AS PUBLIC RIGHTS IN THE FUTURE.

NOTE:  
PLANS ARE FOR BANK USE ONLY.  
NOT FOR CONSTRUCTION.

D'Anna Associates  
Architecture | Engineering  
1055 SOUTH BOWLING GREEN EAST, SUITE 200  
FARMINGTON, MI 48337  
P: 248-852-7702 F: 248-852-7707  
dannaassoc.com



DATE	06/11/2020
DESIGN BY	J.L.S.
CHECKED BY	S.D.
SECTION	
REV. DATE	

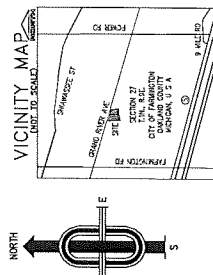
"SAMURAI STEAKHOUSE"  
PART OF THE WEST 1/2 OF SECTION 27, T. 1N., R. 9E.,  
CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN.

SCALE	NONE
CITY FILE	1 of 8



Know what's below.  
Call before you dig.





**VICINITY MAP**  
(NOT TO SCALE)

GRAND RIVER AVE  
PARKWAY 27  
PARKWAY 28  
CITY OF FARMINGTON  
SECTION 27  
SECTION 28

**BENCH MARK #1**  
BENCH MARK #1 IS LOCATED AT THE SOUTHWEST CORNER OF THE PARKING LOT FOR ADJACENT GRAND RIVER AVE LOT 177.36

**LEGEND**

- SANITARY EXTERIOR LEAD
- WATER EXTERIOR LEAD
- SEWER EXTERIOR LEAD
- MARKET # 1/2" x 1/2" COVER
- STANDARD MANHOLE
- STAIN STEEL STRUCTURE NO.
- PROPOSED PAVEMENT
- BARBER - 1/2" DIA
- BARBER - 1/4" DIA

**SITE DATA:**

EXISTING ZONING: CBD  
COMBINED SITE AREA: 40.76 AC.

**PARKING:**

43201 GRAND RIVER AVE (EXISTING)  
RESTAURANT: 1/3 SEATS @ 40 SEATS = 14 SPACES  
APARTMENTS: 2 UNIT @ 1 UNIT = 6 SPACES  
TOTAL SPACES REQUIRED: 20 SPACES

43205 GRAND RIVER AVE (PROPOSED FUTURE)  
RESTAURANT: 1/3 SEATS @ 100 SEATS = 34 SPACES  
OUTDOOR TABLES @ 8 TABLES = 8 SPACES  
APARTMENTS: 2 UNIT @ 4 UNITS = 8 SPACES  
TOTAL SPACES REQUIRED: 50 SPACES

TOTAL SPACES PROVIDED: 70 SPACES  
PARKING ON-SITE: 39 SPACES  
(BARBER FREE PARKING: 2 SPACES ON-SITE)

EXISTING PUBLIC STREET PARKING WITHIN WALKING PROXIMITY (SEE SP101): 135 SPACES  
- GRAND RIVER GROVE TO MAYFIELD: 21  
- GROVE STREET: 46  
- ASPEN STREET: 62  
- SPURLOCK STREET: 6

TOTAL PROVIDED WITH PUBLIC PARKING: 174 SPACES

ADDITIONAL PRIVATE PARKING OPTIONS (SEE SP101):  
PRIVATE PARKING LOT NORTH OF SITE: 135 SPACES  
PRIVATE PARKING LOT WEST OF SITE: 35 SPACES  
PRIVATE PARKING LOT SOUTHWEST OF SITE: 200 SPACES

RESIDENTIAL DENSITY:  
EXISTING APARTMENT UNITS: 3  
PROPOSED APARTMENT UNITS: 4  
DENSITY: 7 UNITS PER 0.768 ACRES = 10 UNITS/ACRE

**LEGAL DESCRIPTION**

43205 Grand River Avenue, City of Farmington, MI, 48135

Part of the W 1/2 of Section 27, then 1 North, Range 9 East, City of Farmington, Oakland County, Michigan, being more particularly described as follows:  
Lot 18 of "Assessor's Plat No. 2", as being recorded in Liber 54 of Plats, on Page 6, Oakland County Records.  
Containing: 17,433 Square Feet, 0.403 Acres, more or less.  
Containing: 17,433 Square Feet, 0.403 Acres, more or less.  
Subject to the rights of a public and any easements and/or restrictions of record or otherwise.

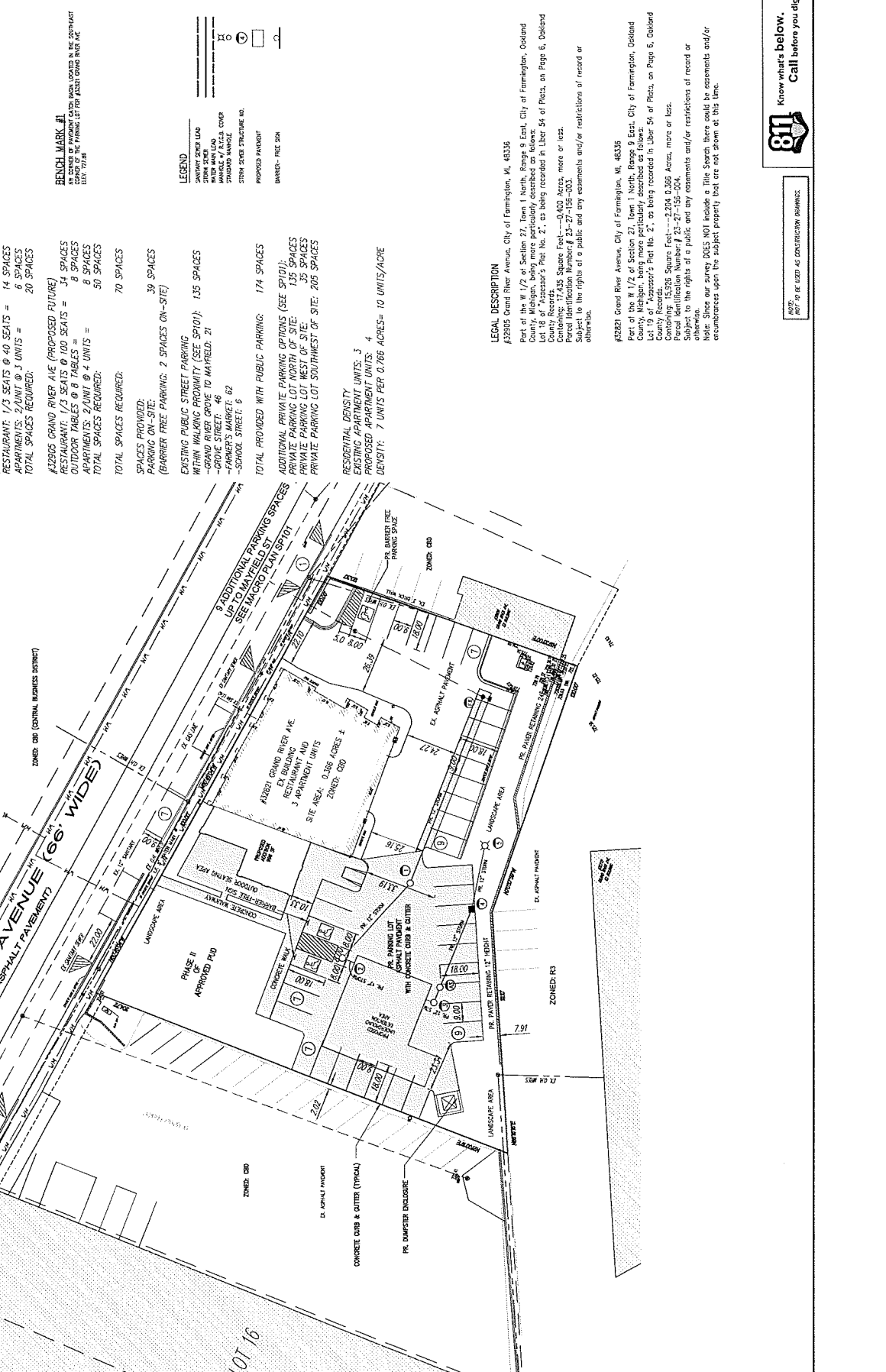
43221 Grand River Avenue, City of Farmington, MI, 48135

Part of the W 1/2 of Section 27, then 1 North, Range 9 East, City of Farmington, Oakland County, Michigan, being more particularly described as follows:  
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Subject to the rights of a public and any easements and/or restrictions of record or otherwise.

Note: Since our survey DOES NOT include a Title Search there could be easements and/or encumbrances upon the subject property that are not shown on this plan.

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

NOT TO BE USED AS CONSTRUCTION DIMENSIONS.



LOT 16

**SANITARY SEWER**

ESTIMATED	QUANTITY	MEASURED
1	19 LF SANITARY LEAD PIPE - SCHEDULE 40	
2		
3		
4		

STORM SEWER NOTES: SEE CITY OF FARMINGTON STANDARD NOTES

**WATER MAIN**

ESTIMATED	QUANTITY	MEASURED
1	2 LF 4" CONCRETE WATER SERVICE - HIRE	
2	13 LF 6" FIRE SUPPRESSION WATER SERVICE - HIRE	
3		
4		

PAVING NOTES: SEE CITY OF FARMINGTON STANDARD NOTES

**STORM SEWER**

ESTIMATED	QUANTITY	MEASURED
1	225 LF 12" C-16 CL. 4' PERMANENT STORM SEWER	
2	100 LF 8" PVC - SCHEDULE 40	
3	1 EA 2' DIA. MANHOLE (COMPLETE)	
4	3 EA 4' DIA. MANHOLE (COMPLETE)	
5	1 EA 4' DIA. INLET (COMPLETE)	
6	1 EA 4' DIA. PART. CATCH BASIN (COMPLETE)	
7	1 EA PRE-CAST/CAST IN PLACE STRUCTURE (COMPLETE)	
8	1 EA 8' CONCRETE STRUCTURE MANHOLE (COMPLETE)	
9	1 EA CUMBERMAX EXTENSION SYSTEM - COMPLETE	
10		
11		
12		
13		
14		

SANITARY SEWER NOTES: SEE CITY OF FARMINGTON STANDARD NOTES

**PAVING**

ESTIMATED	QUANTITY	MEASURED
1	810 SQ YD 8" ASPHALT PATCHING AT 2" DIA. DRILLED CONCRETE PACE	
2	300 LF 8" COURSE CURB AND GUTTER	
3	200 SQ YD 4" GRANULE	
4	1000 SQ YD 4" GRANULE	
5	1000 SQ YD 4" GRANULE	

WATER MAIN NOTES: SEE CITY OF FARMINGTON STANDARD NOTES

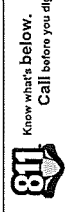
**D'Anna Associates**  
 Architecture | Engineering  
 1055 SOUTH ELYSIA, E. SUITE 200  
 ROCHESTER, NH 05801  
 P 248-852-7702 F 248-852-7707  
 dannaassoc.com



DATE	06/11/2020
REV. DATE	
DESIGNER	
CHECKED BY	
SCALE	

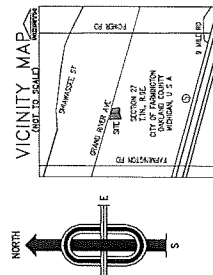
**"SAMURAI STEAKHOUSE"**  
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SCALE	NONE
CITY FILE	3 of 8



Know what's below.  
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NOT TO BE USED AS CONSTRUCTION DRAWINGS



**WEIGHTED C FACTOR CALCULATION**  
 AREA: 0.42 ACRES  
 AREA OF ROAD, WALK, BUILDING: 0.24 ACRES  
 GRASS AREA / OPEN SPACE: 0.08 ACRES  
 C BUILDING & PAVEMENT = 0.30  
 C GREEN AREAS = 0.20  
 [(0.34)(0.30) + (0.08)(0.20)] / 0.42 = 0.81  
 USE C FACTOR 0.81

**PRE-TREATMENT: AQUA SWIRL CONCENTRATOR AS-5**  
 SEE SHEET 5 FOR DETAIL

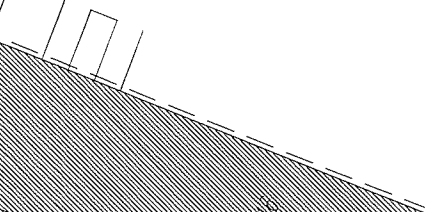
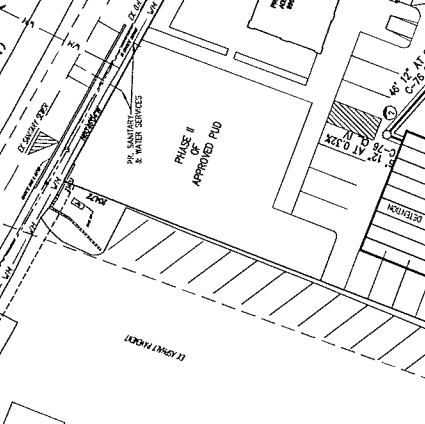
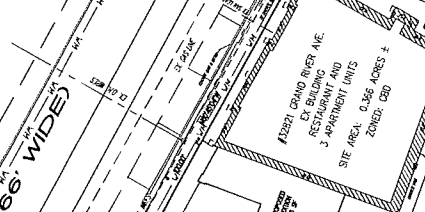
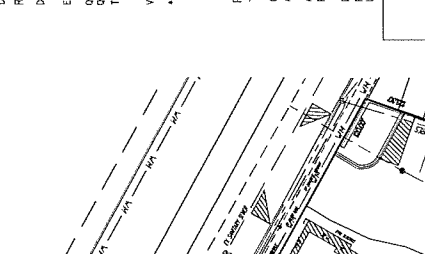
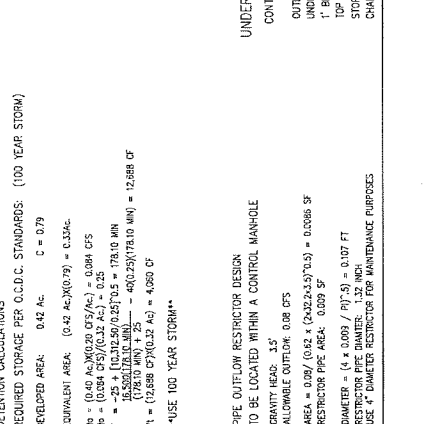
**UNDERGROUND DETENTION**  
 CONTECH CHAMBERMAXX

**PIPE OUTFLOW RESTRICTOR DESIGN**  
 TO BE LOCATED WITHIN A CONTROL MANHOLE  
 GRAVITY HEAD: 3.5'  
 ALLOWABLE OUTFLOW: 0.08 CFS  
 AREA = 0.09' x (0.82' x (242.243)^(0.5)) = 0.0086 SF  
 RESTRICTOR PIPE AREA: 0.009 SF  
 DIAMETER = (4 x 0.009 / (PI))^(0.5) = 0.037 FT  
 RESTRICTOR PIPE DIAMETER: 1.32 INCH  
 USE 4" DIAMETER RESTRICTOR FOR MAINTENANCE PURPOSES

**DETECTION CALCULATIONS**  
 REQUIRED STORAGE PER O.C.D.C. STANDARDS: (25 YEAR STORM)  
 DEVELOPED AREA: 0.42 AC. C = 0.79  
 EQUIVALENT AREA: (0.42 AC)(0.79) = 0.334c  
 Q<sub>1</sub> = (0.42 AC)(0.33 CFS/AC) = 0.138 CFS  
 Q<sub>2</sub> = (0.33 AC)(0.33 CFS/AC) = 0.108 CFS  
 T = (0.138 CFS - 0.108 CFS) / (0.33 CFS/AC) = 0.091 MIN  
 [(2,820)(154.93 MIN) - 40(0.25)(154.93 MIN)] = 4,599 CFS  
 [(2,820 MIN) + 25] = 2,845 MIN  
 W = (4,599 CFS)(0.12 AC) = 5.519 CFS  
 \*USE 100 YEAR STORM\*\*

**CHAMBERMAXX UNDERGROUND DETENTION**

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	CHAMBERMAXX CHAMBER (10' DIA, 10' HIGH)	1	EA	724.57	724.57
2	UNDERGROUND SYSTEM OUTLET INVERT	1	EA	725.00	725.00
3	1" BELOW LOWEST C.B. RM (STORAGE)	1	EA	723.00	723.00
4	TOP OF PAVEMENT (U.G. AREA)	1	EA	720.5 - 722.5	
5	STORM WATER SYSTEM: CONTECH CHAMBERMAXX	1	EA		
6	CHAMBER HEIGHT: 30.13' HIGH	1	EA		



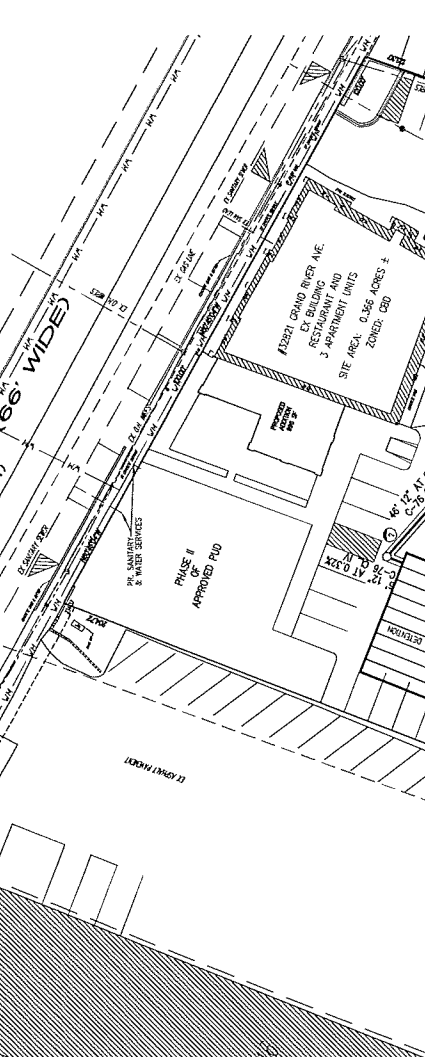
**DETECTION CALCULATIONS**  
 REQUIRED STORAGE PER O.C.D.C. STANDARDS: (100 YEAR STORM)  
 DEVELOPED AREA: 0.42 AC. C = 0.79  
 EQUIVALENT AREA: (0.42 AC)(0.79) = 0.334c  
 Q<sub>1</sub> = (0.42 AC)(0.33 CFS/AC) = 0.138 CFS  
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 \*USE 100 YEAR STORM\*\*

**PIPE OUTFLOW RESTRICTOR DESIGN**  
 TO BE LOCATED WITHIN A CONTROL MANHOLE  
 GRAVITY HEAD: 3.5'  
 ALLOWABLE OUTFLOW: 0.08 CFS  
 AREA = 0.09' x (0.82' x (242.243)^(0.5)) = 0.0086 SF  
 RESTRICTOR PIPE AREA: 0.009 SF  
 DIAMETER = (4 x 0.009 / (PI))^(0.5) = 0.037 FT  
 RESTRICTOR PIPE DIAMETER: 1.32 INCH  
 USE 4" DIAMETER RESTRICTOR FOR MAINTENANCE PURPOSES

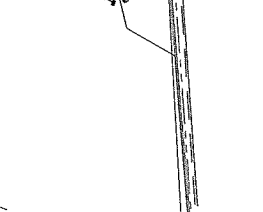
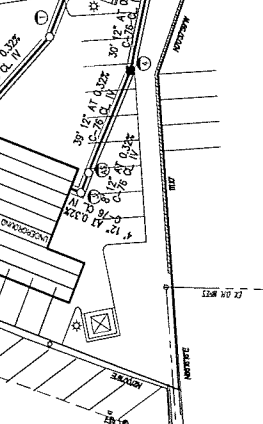
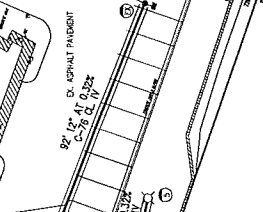
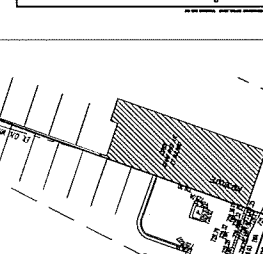
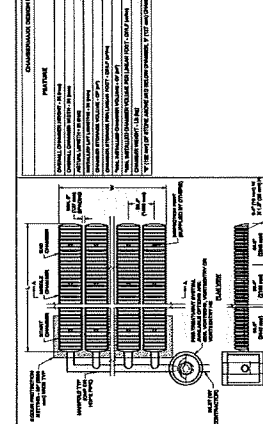
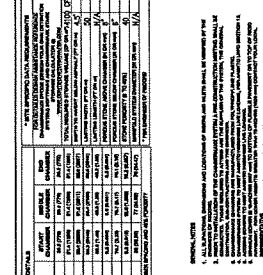
**DETECTION CALCULATIONS**  
 REQUIRED STORAGE PER O.C.D.C. STANDARDS: (25 YEAR STORM)  
 DEVELOPED AREA: 0.42 AC. C = 0.79  
 EQUIVALENT AREA: (0.42 AC)(0.79) = 0.334c  
 Q<sub>1</sub> = (0.42 AC)(0.33 CFS/AC) = 0.138 CFS  
 Q<sub>2</sub> = (0.33 AC)(0.33 CFS/AC) = 0.108 CFS  
 T = (0.138 CFS - 0.108 CFS) / (0.33 CFS/AC) = 0.091 MIN  
 [(2,820)(154.93 MIN) - 40(0.25)(154.93 MIN)] = 4,599 CFS  
 [(2,820 MIN) + 25] = 2,845 MIN  
 W = (4,599 CFS)(0.12 AC) = 5.519 CFS  
 \*USE 100 YEAR STORM\*\*

**DETECTION CALCULATIONS**  
 REQUIRED STORAGE PER O.C.D.C. STANDARDS: (100 YEAR STORM)  
 DEVELOPED AREA: 0.42 AC. C = 0.79  
 EQUIVALENT AREA: (0.42 AC)(0.79) = 0.334c  
 Q<sub>1</sub> = (0.42 AC)(0.33 CFS/AC) = 0.138 CFS  
 Q<sub>2</sub> = (0.33 AC)(0.33 CFS/AC) = 0.108 CFS  
 T = (0.138 CFS - 0.108 CFS) / (0.33 CFS/AC) = 0.091 MIN  
 [(2,820)(154.93 MIN) - 40(0.25)(154.93 MIN)] = 4,599 CFS  
 [(2,820 MIN) + 25] = 2,845 MIN  
 W = (4,599 CFS)(0.12 AC) = 5.519 CFS  
 \*USE 100 YEAR STORM\*\*

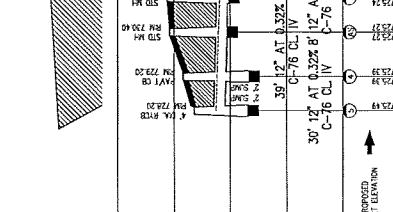
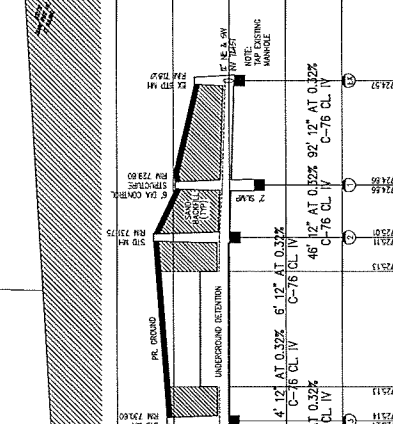
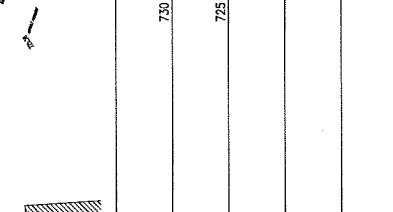
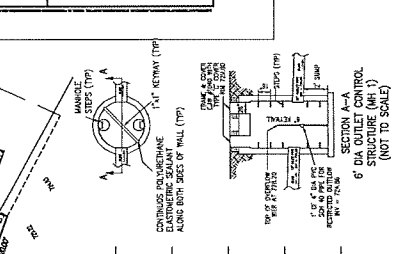
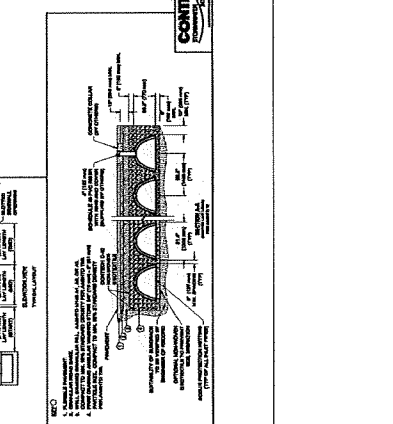
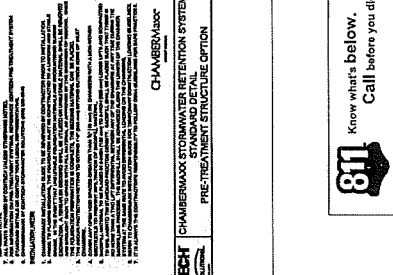
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**PRETREATMENT STRUCTURE SIZING CALCULATIONS**

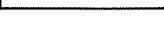
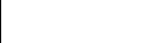
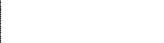
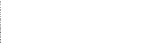
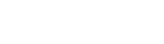
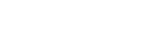
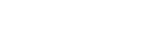
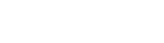
$Q = 0.50$   
 $i = 1.0 \text{ in/hr}$   
 $A = 0.42 \text{ Ac.}$   
 $0.0001(0.042) = 0.38 \text{ cfs}$

The site runoff is 0.38 cfs and based on the Table A-1, the Aqua-Swirl Model AS-2 with MFR of 0.71 cfs would be the smallest model approved that could be used. The structure must be removed 30' of the 150' from the impervious area without exceeding the MFR.

Table A-1 MFRs for Aqua-Swirl Models

Model	MFR (cfs)	Flow Rate (MGD)	Flow Rate (MGD)	Flow Rate (MGD)	Flow Rate (MGD)
AS-1	0.35	0.35	0.35	0.35	0.35
AS-2	0.71	0.71	0.71	0.71	0.71
AS-3	1.06	1.06	1.06	1.06	1.06
AS-4	1.42	1.42	1.42	1.42	1.42
AS-5	1.78	1.78	1.78	1.78	1.78
AS-6	2.14	2.14	2.14	2.14	2.14
AS-7	2.50	2.50	2.50	2.50	2.50
AS-8	2.86	2.86	2.86	2.86	2.86
AS-9	3.21	3.21	3.21	3.21	3.21
AS-10	3.57	3.57	3.57	3.57	3.57
AS-11	3.93	3.93	3.93	3.93	3.93
AS-12	4.29	4.29	4.29	4.29	4.29
AS-13	4.64	4.64	4.64	4.64	4.64
AS-14	5.00	5.00	5.00	5.00	5.00
AS-15	5.36	5.36	5.36	5.36	5.36
AS-16	5.71	5.71	5.71	5.71	5.71
AS-17	6.07	6.07	6.07	6.07	6.07
AS-18	6.43	6.43	6.43	6.43	6.43
AS-19	6.79	6.79	6.79	6.79	6.79
AS-20	7.14	7.14	7.14	7.14	7.14
AS-21	7.50	7.50	7.50	7.50	7.50
AS-22	7.86	7.86	7.86	7.86	7.86
AS-23	8.21	8.21	8.21	8.21	8.21
AS-24	8.57	8.57	8.57	8.57	8.57
AS-25	8.93	8.93	8.93	8.93	8.93
AS-26	9.29	9.29	9.29	9.29	9.29
AS-27	9.64	9.64	9.64	9.64	9.64
AS-28	10.00	10.00	10.00	10.00	10.00
AS-29	10.36	10.36	10.36	10.36	10.36
AS-30	10.71	10.71	10.71	10.71	10.71
AS-31	11.07	11.07	11.07	11.07	11.07
AS-32	11.43	11.43	11.43	11.43	11.43
AS-33	11.79	11.79	11.79	11.79	11.79
AS-34	12.14	12.14	12.14	12.14	12.14
AS-35	12.50	12.50	12.50	12.50	12.50
AS-36	12.86	12.86	12.86	12.86	12.86
AS-37	13.21	13.21	13.21	13.21	13.21
AS-38	13.57	13.57	13.57	13.57	13.57
AS-39	13.93	13.93	13.93	13.93	13.93
AS-40	14.29	14.29	14.29	14.29	14.29
AS-41	14.64	14.64	14.64	14.64	14.64
AS-42	15.00	15.00	15.00	15.00	15.00
AS-43	15.36	15.36	15.36	15.36	15.36
AS-44	15.71	15.71	15.71	15.71	15.71
AS-45	16.07	16.07	16.07	16.07	16.07
AS-46	16.43	16.43	16.43	16.43	16.43
AS-47	16.79	16.79	16.79	16.79	16.79
AS-48	17.14	17.14	17.14	17.14	17.14
AS-49	17.50	17.50	17.50	17.50	17.50
AS-50	17.86	17.86	17.86	17.86	17.86
AS-51	18.21	18.21	18.21	18.21	18.21
AS-52	18.57	18.57	18.57	18.57	18.57
AS-53	18.93	18.93	18.93	18.93	18.93
AS-54	19.29	19.29	19.29	19.29	19.29
AS-55	19.64	19.64	19.64	19.64	19.64
AS-56	20.00	20.00	20.00	20.00	20.00
AS-57	20.36	20.36	20.36	20.36	20.36
AS-58	20.71	20.71	20.71	20.71	20.71
AS-59	21.07	21.07	21.07	21.07	21.07
AS-60	21.43	21.43	21.43	21.43	21.43
AS-61	21.79	21.79	21.79	21.79	21.79
AS-62	22.14	22.14	22.14	22.14	22.14
AS-63	22.50	22.50	22.50	22.50	22.50
AS-64	22.86	22.86	22.86	22.86	22.86
AS-65	23.21	23.21	23.21	23.21	23.21
AS-66	23.57	23.57	23.57	23.57	23.57
AS-67	23.93	23.93	23.93	23.93	23.93
AS-68	24.29	24.29	24.29	24.29	24.29
AS-69	24.64	24.64	24.64	24.64	24.64
AS-70	25.00	25.00	25.00	25.00	25.00
AS-71	25.36	25.36	25.36	25.36	25.36
AS-72	25.71	25.71	25.71	25.71	25.71
AS-73	26.07	26.07	26.07	26.07	26.07
AS-74	26.43	26.43	26.43	26.43	26.43
AS-75	26.79	26.79	26.79	26.79	26.79
AS-76	27.14	27.14	27.14	27.14	27.14
AS-77	27.50	27.50	27.50	27.50	27.50
AS-78	27.86	27.86	27.86	27.86	27.86
AS-79	28.21	28.21	28.21	28.21	28.21
AS-80	28.57	28.57	28.57	28.57	28.57
AS-81	28.93	28.93	28.93	28.93	28.93
AS-82	29.29	29.29	29.29	29.29	29.29
AS-83	29.64	29.64	29.64	29.64	29.64
AS-84	30.00	30.00	30.00	30.00	30.00
AS-85	30.36	30.36	30.36	30.36	30.36
AS-86	30.71	30.71	30.71	30.71	30.71
AS-87	31.07	31.07	31.07	31.07	31.07
AS-88	31.43	31.43	31.43	31.43	31.43
AS-89	31.79	31.79	31.79	31.79	31.79
AS-90	32.14	32.14	32.14	32.14	32.14
AS-91	32.50	32.50	32.50	32.50	32.50
AS-92	32.86	32.86	32.86	32.86	32.86
AS-93	33.21	33.21	33.21	33.21	33.21
AS-94	33.57	33.57	33.57	33.57	33.57
AS-95	33.93	33.93	33.93	33.93	33.93
AS-96	34.29	34.29	34.29	34.29	34.29
AS-97	34.64	34.64	34.64	34.64	34.64
AS-98	35.00	35.00	35.00	35.00	35.00
AS-99	35.36	35.36	35.36	35.36	35.36
AS-100	35.71	35.71	35.71	35.71	35.71

Know what's below. Call before you dig.

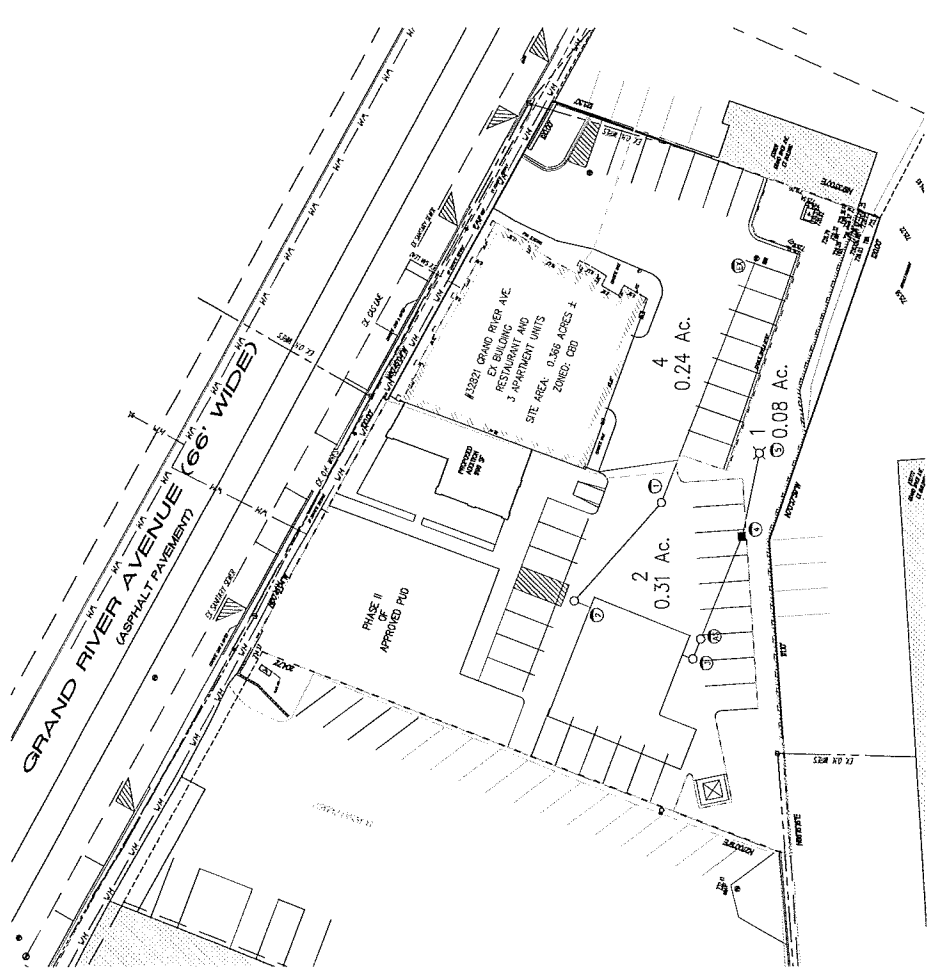
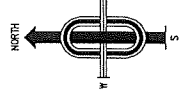
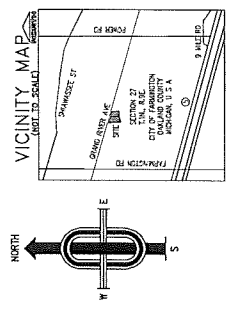




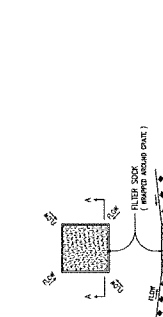
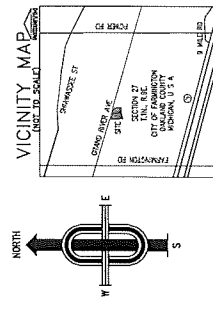
**"SAMURAI STEAKHOUSE"**  
 PART OF THE WEST 1/2 OF SECTION 27, T. 1N., R. 9E.,  
 CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN.  
 DRAINAGE AREA MAP AND STORM CALCULATIONS

DATE	06/11/2020
DESIGNER	J.L.S.
CHECKED BY	S.O.

D'Anna Associates  
 Architecture | Engineering  
 1055 SOUTH AVE., SUITE 200  
 ROCHESTER HILLS, MI 48073  
 P 248-527-7702  
 damassoc.com



PIPE NO.	PIPE AREA (SQ. FT.)	INVERT ELEVATION (FEET)	TIME OF TRAVEL (MIN.)	RUNOFF LENGTH (FEET)	PIPE DIAMETER (INCHES)	HYDRAULIC SCOUR LOSS (CU YD)	ACTUAL SCOUR LOSS (CU YD)	HYDRAULIC SCOUR LOSS (CU YD)	ACTUAL SCOUR LOSS (CU YD)	FLOW RATE (GPM)	HYDRAULIC SCOUR LOSS (CU YD)	ACTUAL SCOUR LOSS (CU YD)	HYDRAULIC SCOUR LOSS (CU YD)	INVERT ELEVATION (FEET)	PIPE NO.
1	0.08	725.00	15.00	15.00	12	0.00	0.00	0.00	0.00	2.00	725.00	725.00	725.00	1	
2	0.31	725.00	15.00	15.00	12	0.00	0.00	0.00	0.00	2.00	725.00	725.00	725.00	2	
3	0.24	725.00	15.00	15.00	12	0.00	0.00	0.00	0.00	2.00	725.00	725.00	725.00	3	
4	0.24	725.00	15.00	15.00	12	0.00	0.00	0.00	0.00	2.00	725.00	725.00	725.00	4	



QUANTITIES:

ESTIMATED	QUANTITIES	MEASURED
1.	BTZ L.F.	1.000
2.	EA.	1.000
3.	EA.	1.000

THIS SHEET TO BE USED  
 FOR SEDIMENTATION AND SOIL  
 EROSION ONLY. SEE SHEET 2  
 FOR GENERAL PLAN.

Know what's below.  
 Call before you dig.

- REVISIONS:**
- | NO. | DATE       | DESCRIPTION         |
|-----|------------|---------------------|
| 1   | 06/11/2020 | ISSUE FOR PERMITS   |
| 2   | 06/11/2020 | REVISED PER PERMITS |
| 3   | 06/11/2020 | REVISED PER PERMITS |
| 4   | 06/11/2020 | REVISED PER PERMITS |
| 5   | 06/11/2020 | REVISED PER PERMITS |
| 6   | 06/11/2020 | REVISED PER PERMITS |
| 7   | 06/11/2020 | REVISED PER PERMITS |
| 8   | 06/11/2020 | REVISED PER PERMITS |
| 9   | 06/11/2020 | REVISED PER PERMITS |
| 10  | 06/11/2020 | REVISED PER PERMITS |
| 11  | 06/11/2020 | REVISED PER PERMITS |
| 12  | 06/11/2020 | REVISED PER PERMITS |

**REVISIONS OF CONSTRUCTION:**

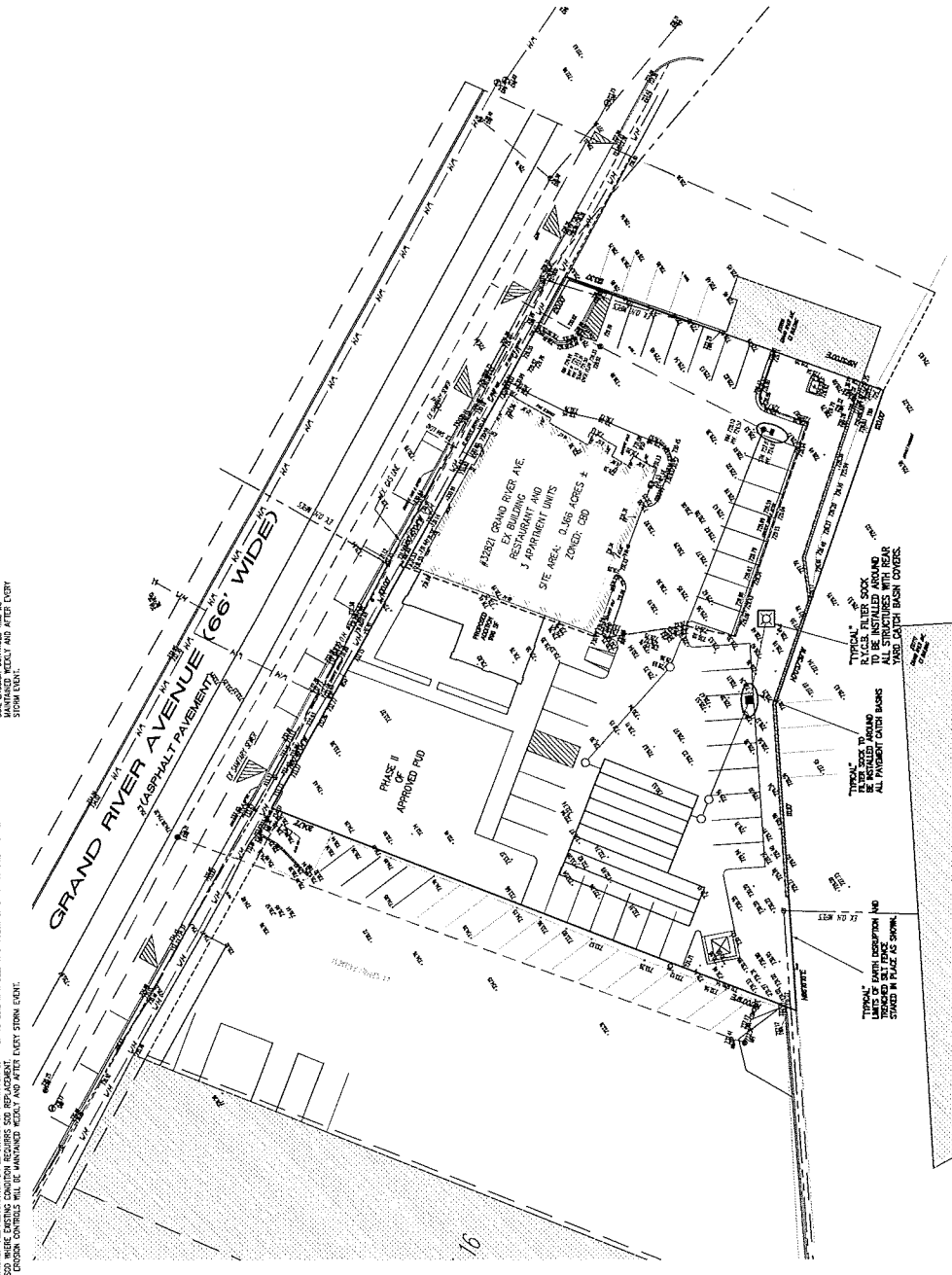
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2. Check all quantities and quantities of all work items.
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12. Check all quantities and quantities of all work items.

**NOTES:**

1. EXISTING AND PROPOSED GRASSES ARE SHOWN ON SHEET 5.
2. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
3. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
4. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
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11. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
12. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.

**SOIL EROSION, SEDIMENTATION CONTROL AND MAINTENANCE NOTES:**

1. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
2. DAILY INSPECTION SHALL BE MADE BY THE CONTRACTOR TO DETERMINE EFFECTIVENESS OF EROSION AND SEDIMENTATION CONTROL MEASURES AND ANY NECESSARY REVISIONS SHALL BE PERFORMED IMMEDIATELY.
3. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
4. EROSION AND SEDIMENTATION CONTROL MEASURES ARE TO BE PLACED PRIOR TO OR AS THE FIRST STEP IN CONSTRUCTION.
5. CONSTRUCTION SHALL APPLY EROSION CONTROL MEASURES AS REQUIRED AND AS DIRECTED ON THESE SHEETS.
6. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
7. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
8. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
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4. EROSION AND SEDIMENTATION CONTROL MEASURES ARE TO BE PLACED PRIOR TO OR AS THE FIRST STEP IN CONSTRUCTION.

5. CONSTRUCTION SHALL APPLY EROSION CONTROL MEASURES AS REQUIRED AND AS DIRECTED ON THESE SHEETS.

6. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.

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12. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.







**C. Consideration to approve conceptual/preliminary PUD site plan and PUD agreement – Samurai Steak House**

Director Christiansen summarized the proposed project to improve a developed site and an undeveloped site into both Samurai Sushi and Samurai Steakhouse. He pointed out elements of site development that have changed since the PUD last came before Council. Galvin indicated that he was quite excited to see this project come to fruition and addressed parking concerns and other public concerns. LaRussa asked about deadlines and timelines and asked the city attorney to pay attention to them. Taylor asked for a full overview for the project, specifically about parking allowances, and Christiansen complied. Taylor requested that before moving this PUD forward the city look into alternative ways to make the developer pay for getting these allowances. Bowman cited the City's Master Plan and that this project is exactly the type we need. She indicated her approval of all the applicant has already done and is very comfortable with the current plan.

Michael Kemsley, representative of XIE ZHENG, LLC, commented about their excitement about being able to open the sushi portion of their project soon and thanked Council for their input and consideration.

Schneemann acknowledged that Farmington has not seen new retail footage built in twenty years and that this project represents the first of many to come in the future. He also spoke about needing a comprehensive way to address the issue of increasing development and density creating pressure on our parking requirements. As modes of mobility change, parking spaces might be looked at as a different kind of an asset. He directed Superintendent Eudy to make it a top priority to keep parking markings on Grand River pristine. Schneemann also cited community outreach to adjacent neighbors that did not generate any complaint.

LaRussa offered Council's support to the applicant as liaison to neighbors.

Taylor asked to have a change to the motion that was proposed incorporating parking offsite. Schultz indicated that a substantive request should not be tacked on in a public meeting setting.

Taylor moved to table the proposed motion, but with no support, the motion failed.

LaRussa asked what the impact would be of postponing this decision. Christiansen indicated that it is quite a time-sensitive opportunity and that delay will impact the applicant's financing. Kemsley indicated that they are on their third extension and every extension is costly and delays the process. Schultz clarified that this is a negotiation process, and should be previously discussed rather than dropped on the applicant at this meeting.

Galvin, as liaison to parking committee, mentioned that parking changes, modifications, additions and management is an ongoing process.

**Move to conditionally approve the Samurai Steakhouse PUD Concept Plan and PUD Agreement with XIE ZHENG, LLC, for demolition and redevelopment of a new mixed-use building and realignment of parking areas, to occur on two adjacent parcels that will make up one integrated development, because the project meets the eligibility requirements of a planned unit development as a result of its redevelopment of**

properties that, at the completion of the project, will better contribute to the vibrancy of downtown Farmington.

Approval is subject to the following conditions:

- a. Incorporation of the following changes to PUD Concept Plan in a Final PUD Concept Plan to be reviewed and approved administratively for attachment to the PUD Agreement:
  - Comments/recommendations in the PUD site plan planning/conceptual design review letter from OHM Advisors dated August 6, 2018.
  - Comments/recommendations in the PUD site plan engineering/conceptual design review letter from OHM Advisors dated August 6, 2018.
  - Conditions of approval in the motion of approval of the PUD Concept Plan by the Planning Commission of August 13, 2018.
- b. Final review and approval of all legal descriptions and other exhibits.
- c. Final review and approval of the of the PUD Agreement by the City Manager and City Attorney, including any minor amendments deemed necessary to comply with the City's ordinances and Council requirements.
- d. Final site plan by the Farmington Planning Commission that incorporates all requirements of the PUD Agreement, as revised. \*\*

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [4-1]</b>
<b>MOVER:</b>	Galvin, Councilmember
<b>SECONDER:</b>	Bowman, Mayor Pro Tem
<b>AYES:</b>	Bowman, Galvin, LaRussa, Schneemann
<b>NAYS:</b>	Taylor

**D. Consideration to approve Change Order No.2 and Construction Estimate No.4 (Final) for the 2017 Farmington Roads HMA (Asphalt Roads) Maintenance project**

Superintendent Eudy summarized the previous change orders, and indicated additional roads to be resurfaced.

Move to Approve Change Order No.2 and Construction Estimate No.4 (Final) for the 2017 Farmington Roads HMA (Asphalt Roads) Maintenance project to Pro-Line Asphalt Paving Corporation, located at 11797 29 Mile Road Washington Twp., MI 48095 in the amount of \$27,174.10 which includes the release of held retainage.

<b>RESULT:</b>	<b>APPROVED AS PRESENTED [UNANIMOUS]</b>
<b>MOVER:</b>	Bowman, Mayor Pro Tem
<b>SECONDER:</b>	Taylor, Councilmember
<b>AYES:</b>	Bowman, Galvin, LaRussa, Schneemann, Taylor

**STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF FARMINGTON**

**SAMURAI STEAKHOUSE  
PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT**

THIS AGREEMENT FOR PLANNED UNIT DEVELOPMENT (referred to herein as the "Agreement") made effective the \_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF FARMINGTON, Oakland County, Michigan, herein called the "City", 23600 Liberty Street, Farmington, Michigan, 48336, and XIE ZHENG, LLC, a Michigan limited liability company, whose address is \_\_\_\_\_, and its successors and assigns, herein called the "Developer."

**BACKGROUND AND RECITALS:**

A. Developer is the owner of a parcel of real property (the "Property") within the City that is proposed for a redevelopment of the Property, which consists of two currently separate legal parcels. The redevelopment contemplates (1) improvement of an existing building on one of the parcels; (2) demolition of a home and other structures on the second parcel; and (3) construction of a new building on the second parcel together with site and other improvements to serve both parcels (the "Project"). The uses will be restaurant uses on the first floor of both of the buildings and multiple-family residential apartments on the upper floors. The existing building is two stories and will have up to three (3) residential units on the second floor. The building to be constructed will have four (4) stories with up to twelve (12) apartment units. The Property is depicted and described on the attached **Exhibit A**.

B. Developer is pursuing approval of the Project as a Planned Unit Development ("PUD") pursuant to Article 10 of the City of Farmington Zoning Ordinance (the "Zoning Ordinance"). Conceptual Approval of Developer's PUD Concept Plan, attached as **Exhibit B**, has been granted pursuant to Article 10, subject to certain terms and conditions, by the City Council, following recommendation by the Planning Commission.

C. Article 10 contemplates the preparation of a contract setting forth the conditions upon which the approval of the PUD Concept Plan has been granted, which in turn serves as the basis for site plan approval, and thereafter for the development, use, and maintenance of the Project. City Council approval of the contract is required, and the contract is to incorporate and attach a final PUD plan.

D. The Planning Commission held a public hearing on the PUD Concept Plan on August 13, 2018, and recommended approval to the City Council. The City Council reviewed and approved the Concept PUD Plan and this Agreement on October \_\_\_\_, 2018.

E. The City desires to ensure that all of the real property that is depicted on the PUD Concept Plan is developed and/or re-developed in accordance with, and used for the purposes permitted by, the approved PUD Concept Plan, the related documents and undertakings of the Developer, and all applicable laws, ordinances, regulations, and standards; and the Developer desires to proceed with obtaining the site plan and engineering approval and the issuance of permits required to re-develop the Property in accordance with the approved PUD Plan. Set forth below are the terms and conditions of the contract for the Project, which is to be recorded with the Register of Deeds for the County of Oakland following execution by the parties.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**I. GENERAL PROJECT DESCRIPTION**

This PUD is a redevelopment of the former Grand Bakery and former Ginger's Tea House sites on the south side of Grand River ease of Farmington Road (32821 Grand River and 32905 Grand River, respectively). The site is zoned CBD, Central Business District. There currently exists on the Property a vacant commercial building previously approved for restaurant and multiple-family apartments and a house that has had various non-residential uses over the years. Developer proposes to make alterations to the existing commercial building and use it for restaurant and residential purposes, and to remove the home adjacent to it and build a four-story building to be also used for restaurant and apartment uses, with an integrated site plan for parking and site improvements. The site (both parcels combined) is approximately 0.76 acres, net of existing right-of-way.

The proposed uses are consistent with those permitted in the CBD District. However, some specific details of the site do not meet the strict dimensional requirements of the District. In order to facilitate redevelopment, Developer has applied for a PUD, which allows the City to consider the context of the site and grant flexibility as needed to accommodate redevelopment, in exchange for a higher quality development than might otherwise be required under the existing zoning. In this case, Developer is requesting a PUD to allow for setbacks, off-street parking, and landscaping.

The recognizable benefits to the City in connection with the Project—if developed as shown and proposed by Developer—include the rehabilitation of the existing vacant building and the redevelopment of an obsolete site within the City's downtown area, with uses that serve to bring both more residents and more visitors to the downtown, all consistent with the goals and objectives of the City's Master Plan for Land Use.

**II. EFFECT OF PUD AGREEMENT**

Approval of this Agreement authorizes the development of the Property as follows:

1. The Property shall be re-developed only in accordance with:
  - a. All applicable provisions of the Farmington Code of Ordinances, including (without limitation) Article 10 of the Zoning Ordinance relating to PUDs;
  - b. The PUD Concept Plan, as such PUD Concept Plan was approved by City Council on October \_\_, 2018, consisting of Sheets SP 100 - 103, dated July 20, 2018 (full-sized original of the PUD Concept Plan on file in the City Clerk's office); Topographic Plan, dated October 12, 2017; and Floor and Architectural Plans, Sheet A101 and 102 and A201 – 203, dated July 20, 2018 (**Exhibit C**);
  - c. The final site plan to be approved by the Planning Commission in accordance with the Zoning Ordinance and Code of Ordinances;
  - d. Engineering construction plan review and approval by the City and/or its consultants, which plans have been or shall be submitted by the Proprietors in accordance with all applicable laws, ordinances, regulations and standards; and
  - e. This Agreement.

The items listed in a. through e. above are referred to in this Agreement as the "PUD Documents."

2. The permitted uses of the portions of the Property shall be for restaurant and multiple-family apartment uses, subject to the City's CBD Zoning Ordinance regulations, except for deviations permitted under the PUD Documents, and this Agreement.
3. The City's approval of the PUD Concept Plan and PUD Documents, and the use of the Property and any development thereof, are subject to compliance with this Agreement and the following conditions:
  - a. Submission and final approval of final site plan and engineering construction plans. Such plans shall be in compliance with all applicable ordinances, standards, rules, regulations, and requirements of the City as determined by the City, including the comments in the August 6, 2018 correspondence from OHM, the City's Planning Consultant and Engineering Consultant, and shall substantially conform to the PUD Concept Plan, subject to and in accordance with the text of this Agreement, and as contemplated by Section 35-135.G of the Zoning Ordinance
  - b. The requirements of the Fire Department, and applicable fire and safety codes adopted by the City.
  - c. All improvements shown on the PUD Concept Plan and PUD Documents shall be completed in accordance with applicable ordinances and regulations.

- d. In addition to allowing the restaurant and multiple-family apartment uses under the PUD Documents, the only deviations and/or variances from otherwise applicable City ordinances that shall be permitted are those deviations described in the August 6, 2018 letter of Marguerite Novak, of OHM, the City's Planning Consultant, subject to any conditions or limitations set forth in said report, which deviations include the following:
    - (i) The Zoning Ordinance requires a \_\_\_ (\_\_\_') foot setback on the \_\_\_ side of the Property and only .08 feet is provided;
    - (ii) The Zoning Ordinance requires substantial landscaping both along the frontage of the property and adjacent to the residential area to the south, but due to the small size of the property, limited landscaping improvements are practicable, so only those shown on the PUD Concept Plan shall be required;
    - (iii) The Zoning Ordinance requires a minimum of seventy (70) parking spaces for the combined development, but only 39 are provided, as the City Council found, following the Planning commission's recommendation, that there is sufficient public parking located within walking distance to the Property; and
    - (iv) ??? others ???**
  - e. The Proprietors shall execute and record all necessary legal documents to combine the two currently separate parcels into a single parcel with a single legal description and Parcel ID Number.
  - f. The complete demolition of the existing building and foundation currently located on the parcel described as 32821 Grand River (the "Demolition"). All debris resulting from the Demolition shall be removed, and all areas affected by the Demolition shall be graded and otherwise made safe. The Demolition shall be completed not more than ninety (90) days after the execution of this Agreement.
  - g. All new signage, if any, shall be applied for separately and shall be installed only if approved under separate permits. All such signage shall be compliant with the standards and requirements of applicable ordinances. Signs shown on the PUD Plans have not been approved and are shown for informational purposes only.
  - h. The Project shall not be phased.
4. Consistent with the City's ordinances and resolutions, as amended from time to time, the City may require Developer to provide financial guarantees for the completion of improvements, including without limitation, roads, water mains, sanitary sewers, pump stations, storm drains, the park improvements, and landscaping.

### **III. ON AND OFF-SITE IMPROVEMENTS**

On-site and off-site infrastructure improvements shall be as set forth in the final site plan and engineering plans, including improvements for storm water management, sanitary sewer, and public water. Developer shall be solely responsible for all costs and expenses of and associated

with such improvements. The City has no obligation to construct or provide in any way for such improvements, and the City has made no guarantees, assurances, or representations with regard to the liability of any such improvements.

#### **IV. STORM WATER MANAGEMENT**

Storm water shall be released from the Property and the Project in a manner to be approved by the City as part of final site plan review and engineering review. In general, the storm water shall be directed to the existing City storm drains in the area, and Developer shall not be required to construct an above-ground detention or retention basin. The storm water and drainage conveyance facilities shall be designed and constructed by Developer, and approved and inspected by the City, in accordance with all applicable City, County of Oakland, and State of Michigan ordinances, codes, regulations and laws. Developer shall be responsible for securing any off-site easements as may be required, at its sole cost and expense

#### **V. WATER AND SANITARY SEWER**

Sanitary sewer and water are available to the Property. Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems. Such improvements shall be designed and constructed in accordance with the PUD Concept Plan and the approved final site plan, and all applicable City, State and County standards, codes, regulations, ordinances, and laws. Such water and sanitary sewer service facilities, including any on-site and off-site facilities, extensions, and easements to reach the area to be served, shall be provided by and at the sole expense of Developer, and shall be completed, approved, and dedicated to (as required by the City in its discretion) the City to the extent necessary to fully service all proposed and existing facilities, structures, and uses within the Development to be served thereby, prior to issuance of any building permits for any building in such phase of the Development.

#### **VI. BUILDING ELEVATIONS/ARCHITECTURAL REQUIREMENTS**

Because the Project is located at the on the main thoroughfare in the City's downtown (Grand River Avenue) and is adjacent to an existing residential area, the City has an interest in ensuring that the architecture of the buildings is of high quality and, at a minimum, of an appearance and character that is compatible and harmonious with existing adjacent uses. The buildings shall be of good and workmanlike construction, and constructed of quality materials. The facades and elevations will be as approved by the City at the time of final site plan approval. The City retains, and the Developer acknowledges, that the City retains, full authority under the Zoning Ordinance to approve, deny, or require alterations to the façade and elevations of all buildings within the Project at the time of final site plan approval for the entire Project or any parcel within the Project, including the grant of waivers/deviations therefrom.

#### **VII. GENERAL PROVISIONS**

- A. The Zoning Board of Appeals shall have no jurisdiction over the Property or the application of this Agreement.
- B. Except as may be specifically modified by this Agreement, the City Code and all applicable



regulations of the City shall apply to the Property. Any substantial violation of the City Code by Developer and/or any successor owners or occupants with respect to the Property shall be deemed a breach of this Agreement, as well as a violation of the City Code.

C. A breach of this Agreement shall constitute a nuisance per se which shall be abated. Developer and the City therefore agree that, in the event of a breach of this Agreement by Developer, the City, in addition to any other relief to which it may be entitled at law or in equity, shall be entitled under this Agreement to relief in the form of specific performance and an order of the court requiring abatement of the nuisance per se. In the event of a breach of this Agreement, the City may notify Developer of the occurrence of the breach and issue a written notice requiring the breach be cured within thirty (30) days; provided, however, that if the breach, by its nature, cannot be cured within thirty (30) days, Developer shall not be in the breach hereunder if Developer commences the cure within the thirty (30) day period and diligently pursues the cure to completion. Failure to comply with such notice shall, in addition to any other relief to which the City may be entitled in equity or at law, render Developer liable to the City in any suit for enforcement for actual costs incurred by the City including, but not limited to, attorneys' fees, expert witness fees and the like.

D. This Agreement may not be amended except in writing signed by the parties and recorded in the same manner as this Agreement. In the event Developer desires to propose an amendment, an application shall be made to the City's Department of Community Development, which shall process the application in accordance with the procedures set forth in the Zoning Ordinance.

E. Both parties understand and agree that if any part, term, or provision of this Agreement is held by a court of competent jurisdiction, and as a final enforceable judgment, to be illegal or in conflict with any law of the State of Michigan or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provisions held to be invalid.

F. The Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Oakland, State of Michigan.

G. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. A delay in enforcement of any provision of this Agreement shall not be construed as a waiver or estoppel of the City's right to eventually enforce, or take action to enforce, the terms of this Agreement. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, all remedies afforded in this Agreement are in addition to every other remedy provided by law.

H. The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each party to this Agreement according to its terms. Further, each of the parties represents that the execution of this Agreement has been duly authorized and is binding on such parties.

I. This Agreement shall run with the land described herein as the Property and bind the parties, their heirs, successors, and assigns. This Agreement shall be recorded in the Oakland County Register of Deeds by the City. The parties acknowledge that the Property is subject to changes in ownership and/or control at any time, but that heirs, successors, and assigns shall take their interest subject to the terms of this Agreement, and all references to "Developer " in this Agreement shall also include all heirs, successors, and assigns of Developer, and all future owners of any parcels created by the proposed land division. The parties also acknowledge that the members of the City Council and/or the City Administration and/or its departments may change, but the City shall nonetheless remain bound by this Agreement.

J. Developer has negotiated with the City the terms of the PUD Concept Plan and this Agreement, and such documentation represents the product of the joint efforts and mutual agreements of Developer and the City. Developer fully accepts and agrees to the final terms, conditions, requirements and obligations of the PUD Documents, and Developer shall not be permitted in the future to claim that the effect of the PUD Concept Plan and Agreement results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of the PUD Concept Plan and Agreement causes an inverse condemnation, other condemnation or taking of all or any portion of the Property. Developer and the City agree that this Agreement and its terms, conditions, and requirements are lawful and consistent with the intent and provisions of local ordinances, state and federal law, and the Constitutions of the State of Michigan and the United States of America. Developer has offered and agreed to proceed with the undertakings and obligations as set forth in this Agreement in order to protect the public health, safety, and welfare and provide material advantages and development options for the Developer, all of which undertakings and obligations Developer and the City agree are necessary in order to ensure public health, safety, and welfare, to ensure compatibility with adjacent uses of land, to promote use of the Property in a socially, environmentally, and economically desirable manner, and to achieve other reasonable and legitimate objective of the City and Developer, as authorized under applicable City ordinances and the Michigan Zoning Enabling Act, MCL 125.3101, *et seq.*, as amended.

Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of this Agreement, and Developer shall not be permitted in the future to claim that the effect of this Agreement results in an unreasonable limitation upon use of all or any portion of the Property, or to claim that enforcement of this Agreement causes an inverse condemnation or taking of all or any portion of such property. It is further agreed and acknowledged that the terms, conditions, obligations, and requirements of this Agreement are clearly and substantially related to the burdens to be created by the development and use of the Property under the approved PUD Concept Plan, and are, without exception, clearly and substantially related to the City's legitimate interests in protecting the public health, safety and general welfare.

K. Developer acknowledges that, at the time of the execution of this Agreement, Developer has not yet obtained site plan and engineering approvals for the Project, nor has Developer received a land division to create any separate parcel from the Property as described herein. Developer acknowledges that the Planning Commission and Engineering Consultant may impose additional conditions other than those contained in this Agreement during site plan reviews and approvals as authorized by law; provided, however, that such conditions shall not be inconsistent with the PUD Concept Plan or documents and shall not change or eliminate any development right authorized thereby. Such conditions shall be incorporated into and made a part of this Agreement,

and shall be enforceable against Developer.

L. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between Developer and the City.

M. The recitals contained in this Agreement and all exhibits attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement.

N. This Agreement is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties required herein, other than additional conditions which may be attached to site plan approvals as stated above.

O. The parties intend that this Agreement shall create no third-party beneficiary interest except for an assignment pursuant to this Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent and in any event expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

P. Where there is a question with regard to applicable regulations for a particular aspect of the development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PUD Concept Plan and this Agreement which apply, the City, in the reasonable exercise of its discretion, shall determine the regulations of the City's Zoning Ordinance, as that Ordinance may have been amended, or other City Ordinances that shall be applicable, provided that such determination is not inconsistent with the nature and intent of the PUD Documents and does not change or eliminate any development right authorized by the PUD documents. In the event of a conflict or inconsistency between two or more provisions of the PUD Concept Plan and/or this Agreement, or between such documents and applicable City ordinances, the more restrictive provision, as determined in the reasonable discretion of the City, shall apply.

Q. Both parties acknowledge and agree that they have had the opportunity to have the PUD Concept Plan, and this Agreement, reviewed by legal counsel.

R. Notwithstanding the foregoing, Developer retains the right at any time prior to commencement of construction of any improvements on the Property, or any portion or parcel created within the property, contemplated by the PUD Concept Plan and this Agreement to terminate the PUD subject to and in accordance with the requirements of the Zoning Ordinance applicable to such a termination.

**CITY OF FARMINGTON**

By: \_\_\_\_\_

Steven Schneemann, Mayor

By: \_\_\_\_\_  
Mary Mullison, Clerk

STATE OF MICHIGAN    )  
  ) SS  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2018, by Steven Schneemann, Mayor, and Mary Mullison, Clerk, on behalf of the City of Farmington, a Municipal Corporation.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

DRAFT

**XIE ZHENG, LLC,**  
a Michigan limited liability company

\_\_\_\_\_  
By:  
Its:

The foregoing instrument as acknowledged before me in Oakland County, Michigan, on this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, the \_\_\_\_\_ of XIE ZHENG, LLC, a Michigan limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, MI  
Acting in Oakland County  
My Commission Expires: \_\_\_\_\_

Drafted by:  
Thomas R. Schultz  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331-3550

When recorded return to:  
Mary Mullison, City Clerk  
City of Farmington  
23600 Liberty Street  
Farmington, MI 48375

FARMINGTON PLANNING COMMISSION PROCEEDINGS  
City Council Chambers, 23600 Liberty Street  
Farmington, Michigan  
December 10, 2018

Chairperson Crutcher called the Meeting to order at 7:00 p.m. at City Council Chambers, 23600 Liberty Street, Farmington, Michigan, on Monday, December 10, 2018.

**ROLL CALL**

Present: Chiara, Crutcher, Gronbach, Perrot, Waun  
Absent: Kmetzo, Majoros

A quorum of the Commission was present.

**OTHER OFFICIALS PRESENT:** Director Christiansen, Recording Secretary Murphy

**APPROVAL OF AGENDA**

MOTION by Chiara, seconded by Perrot, to approve the Agenda.  
Motion carried, all ayes.

**APPROVAL OF ITEMS ON CONSENT AGENDA**

**A. October 8, 2018 Minutes**

MOTION by Gronbach, seconded by Chiara, to approve the items on the Consent Agenda.  
Motion carried, all ayes.

**FINAL PUD SITE PLAN REVIEW – SAMURAI STEAKHOUSE, 32905 GRAND RIVER AVENUE**

Chairperson Crutcher introduced this item and turned it over to staff.

Director Christiansen stated that this is the “final” site plan review for the Samurai Steakhouse, 32905 Grand River Avenue. He then went on to state the word “final” is also relevant in that tonight’s meeting is the final meeting for longtime Planning Commissioner David Gronbach, as he is stepping down from the Planning Commission as he retires from his employment and work life and has indicated to the City that he is going to take some time off and pursue other venues of travel and the like and that due to the fact that he will be spending time away from the Farmington area and has indicated that his eighteen years of service as a Planning Commission member, which includes chairing the Planning Commission, and in other capacities with the Commission over time, and also serving the community with the Downtown Development Authority and on the

Downtown Development Design Committee, and also in other volunteer capacities throughout the City of Farmington, that he is going to move on to do other things and that tonight marks his final meeting with the Commission. Christiansen thanked him for his service to the community and in being a very vital member of the Planning Commission for so many years.

Director Christiansen went on to state this is the final site plan review for Samurai Steakhouse, located at 32905 Grand River Avenue. The redevelopment project is of the former Ginger Café's site and at the June 11<sup>th</sup>, 2018 Planning Commission meeting a preapplication conference and discussion was held with the Applicant on their proposed PUD, Planned Unit Development Concept Plan for the redevelopment of the former Ginger Café's site. At the July 9<sup>th</sup> meeting the Planning Commission scheduled the required public hearing for August 13<sup>th</sup>. At the August 13<sup>th</sup> meeting the Planning Commission recommended approval of the conceptual preliminary PUD plan to City Council. At their October 15, 2018 meeting the City Council approved the Conceptual Preliminary PUD Plan and draft PUD Agreement for Samurai Steakhouse and a copy of the minutes and the PUD Agreement from the City Council meeting of October 15<sup>th</sup>, 2018 are attached with the staff report.

The Applicant has submitted a final PUD site plan for Samurai Steakhouse, the final site plan includes a final site plan, floor plans and building elevations, as well as other information for the Commission. Also attached is a copy of the draft PUD Agreement as approved by City Council, the following additional information is attached: a final PUD site plan planning design review letter from OHM Advisors, dated December 7, 2018; and a final PUD site plan engineering design review letter from OHM Advisors dated December 7, 2018.

The Applicant is here this evening to present the final PUD plan to the Commission.

As indicated there are some attachments, City Council minutes, the Planned Unit Development, PUD Agreement that was reviewed and approved by City Council back in October, it is a draft and it will be finalized subsequent to the final PUD site plan approval by the Planning Commission and prior to then being executed. The Agreement includes all of the details for the project, the project description, the effect of the PUD Agreement, and on and off-site improvements, storm water management, water and sanitary sewer, building elevations, architectural requirements, general provisions, and everything applicable to the project. So until the final site plan is approved in case there are any changes or anything that needs to be included in the PUD Agreement that was approved as a matter of the preliminary conceptual. So once the final, then it becomes formalized, and anything that needs to be incorporated is brought into the agreement, any changes that might be applicable as a matter of the final PUD plan approval, also, any engineering

changes, because the PUD includes infrastructure requirements, and so that's where it's at right now, it's a draft until the final PUD site plan is approved.

Also attached are the minutes of City Council and the Samurai Steakhouse final site plan, although it does say preliminary it is the final and that will be changed. It includes both the Samurai Sushi which is now open and the new Samurai Steakhouse building. The Samurai Sushi is in former Grand Café, former Grand Cleaners originally built for that purpose and now it is the Samurai Sushi restaurant and the residential upstairs. This property will be together in concert with the new Samurai Steakhouse and you see the new, which is a four-story building, so it is a restaurant on the first level and three levels of apartment units up above and the new parking. They share access on Grand River and share parking facilities. They also share support facilities including storm water management, other infrastructure, you'll see circulation throughout the site and you'll also see between the existing Samurai Sushi and the new Samurai Steakhouse, the outdoor seating area which will be shared by both businesses.

The overview was put on the screen and Christiansen stated that one of the things that were of issue during the initial discussions which goes back to the initial conceptual presentation by the owners, was how parking was going to be accommodated on the site. There has been quite a bit of dialogue about parking in the downtown in the Central Business District, that parking that may not be able to be accommodated on site, can be provided for and accommodated off site via public parking opportunities. You'll note there are a total of 33 off-site parking spaces that have been identified that are being utilized as part of the parking for Samurai Sushi and Samurai Steakhouse which again is part of the provision for parking and a permitted opportunity for parking in the Central Business District. Also, too, the City Parking Regulations specify this is something that is provided for and is also an opportunity as part of the PUD process as well. So, this is what is being provided for Samurai Sushi and Steakhouse, is on-site parking and then also utilizing 33 off-site parking spaces along Grand River, along School Street, and you'll note there is public parking the Groves Street area and also part of the Downtown Farmington Center as well. The graphic also shows a possible crosswalk location which is something that still would have to be coordinated between the City of Farmington and MDOT with their jurisdiction on Grand River and still something that they're looking to have discussions with them about in terms of the infrastructure improvement and improvement along Grand River and also that connectivity which they are looking to achieve throughout the community. This is an opportunity that is identified in prior situations and is proposed in the 2017 Grand River resurfacing project, but it was not realized at that time and they certainly would like to see connectivity to the north side and work towards that end with MDOT again.



Christiansen also pointed out the PUD parallel plan, the alternative plan with parking, the utility and landscape plan, with landscaping along Grand River being added, and landscaping throughout the site, landscaping along the rear of the property and adjacent to the access point on Grand River and then to the parking areas, engineering, preliminary grading, storm water management and drainage, the existing infrastructure provided to the site which is reviewed in OHM's engineering review letter. There is a demolition plan, the house will be removed, and the barn has been removed and has been put in storage for its eventual re-assemblage in Pontiac as an historic barn. The existing house is planned to be demolished and the owner of the property has been working with the City on the required permits to do that and will do that once the final PUD plan is approved and as they move forward through the construction and engineering planning process and all the permits are issued they will move forward with that demolition.

He indicated the review letter from OHM as it relates to the site plan talks about the building, the restaurant, the number of seats, the apartment units, the building itself, the PUD. It talks about site elements, lighting, signage and other items as well as the building design. OHM indicates the proposed design supports all plans and meets the requirements and the general objectives of the City's long-range plans in the downtown. The existing site is identified and the matrix that addresses land use compliance, the site is in the Central Business District, it talks about compliance with the PUD requirements in meeting three of the elements in the PUD which it did as a matter of the preliminary conceptual and recommended for approval by the Planning Commission to City Council which City Council approved in October. The parking requirements call for two spaces per dwelling unit and then one space for every three indoor restaurant seats. It also talks about parking for the outdoor seating area as well. It identifies the number of parking spaces that are provided on site, that there are a total of 91 parking spaces required and that the plan provides 72 spaces on site and that there are spaces provided off site, 39 off street parking spaces, and 33 on street parking spaces provided as identified on the plans. OHM states that although the proposed plan does not meet parking requirements, utilization of the surrounding lots are considered and parking on street is considered as well. The building design is discussed in the letter and all the plans and reports that are part of the City's downtown development and redevelopment are discussed here, the Downtown Farmington Parking Study, the Farmington Downtown Master Plan are referenced as the tools that were used in reviewing this PUD project as well.

OHM has done their planning review and is supporting the final PUD site plan as proposed. They've indicated they did not have any major issues or items in their planning review.

The engineering review discusses the infrastructure, storm water management, paving, grading, parking lot layout, soil erosion, site utilities, a few general items related to the

entrance to the building, some clarification items and some changes to a couple of the plan sheets. OHM in their engineering review letter does discuss outside agency reviews and permits that are necessary for the project including the final PUD Agreement that has to be completed and executed, the building permits that are required from the City of Farmington, soil erosion, storm water management, sanitary, sewer, and any other permits that are required including any permits that might be required by MDOT. There is not another curb cut so that is something that will not have to be pursued. They just have to make sure that the parking spaces that are identified, that everything is striped accordingly and made available along Grand River to serve the community and will be available to serve for this site.

Christiansen stated what is being recommended is approval of the final PUD Preliminary Plan as indicated in the OHM review letter and then compliance with the items that listed in the OHM's planning review letter and then specifically their engineering review letter, both letters being dated December 7, 2018.

Chairperson Crutcher inquired about elevations and Christiansen replied they are the same elevations that were provided previously and no changes have been made to them.

He then stated the Applicants are present at the meeting to answer any questions.

Chairperson Crutcher opened the floor for questions from the Commissioners.

Chiara asked what the status of the building to the east of this property is and Christiansen responded that that building is currently for sale. He went on to reply that there was some dialogue between the owners of Samurai Sushi and Steakhouse properties, that they had an interest in looking to see if they could acquire that property and that to date they have not been able to work out that acquisition and he does not know if there's been any recent activity that has transpired.

Chairperson Crutcher invited the Applicant to the podium.

Michael Kelmsey came to the podium and stated that they are excited to be in Farmington and thanked the Commission for their support and help on the project. He stated they did try to purchase the property to the east but it was unfortunate that they couldn't reach that objective.

Director Christiansen then put the plan set on the screen that was presented to the Planning Commission and also the City Council which includes a topographic survey, a floor plan for the Samurai Steakhouse, the patio area, the existing building which is shown to the right, Samurai Sushi, the proposed second through fourth floor residential, along with the elevations of both buildings with color renderings and the outdoor seating area and the connectivity between the two buildings.

Gronbach asked if the plan as submitted would have four stories and the Applicant replied yes. He then asked Administration if everything was in compliance with Fire Codes and other requirements and Christiansen responded that all of the elements and the plan set that was approved by City Council and consistent with the PUD Agreement regarding those type of elements, building and construction, code requirements, permits which have to then be issued based upon compliant plans, things like fire access, suppression, everything else, all has to be part of their construction plan set and permits will not be issued until it is and those requirements are satisfied with their construction plans.

Gronbach then stated in previous discussions there were some comments about the existing fence that was along the apartment property line, that it was noted that it either needs to be repaired or removed or whatever and asked if that is included in the site plan.

Christiansen responded that it is in the plan set.

Kelmsey then stated that he has been in communication with Tammy Schmidt from Farmington West Apartments and they had gotten quotes for a fence a few years back and she was going to be reaching out to those same contractors to see if the price is still the same as they are going to split the costs with the apartment owners. They had proposed a brick partition wall matching what's dividing them between the building to the east and Mother Mary's Toffee and he wasn't sure that that was within their budget. He then indicated the principal of Farmington West will be in town within the next couple weeks and that matter will be discussed.

Christiansen stated that the details of what is agreed upon between the two parties will be included in the plan set in the PUD Agreement.

Chairperson Crutcher then inquired about previous discussion held on shared parking with the apartments and Kelmsey stated that that is currently not on the table.

Christiansen stated that the pedestrian connection may be able to be realized when the fence design is put into place which is still being worked on.

Chairperson Crutcher stated that parking will be a challenge and Chiara replied if the food is good, they will find a place to park.

Chairperson called for a motion by the Commissioners.

MOTION by Waun, supported by Chiara, to move to approve the Final Planned Unit Development Site Plan for Samurai Steakhouse located at 32905 Grand River, subject to compliance with requirements as noted in the December 7, 2018 site plan review and engineering review letters by OHM Advisors.

Motion carried, all ayes.

**SITE PLAN REVIEW FOR SECOND BUILDING ADDITION – PROFESSIONAL PAVILION (ORCHARD TRAIL MEDICAL), 23133 ORCHARD LAKE ROAD**

Chairperson Crutcher introduced this item and turned it over to staff.

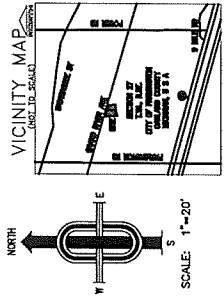
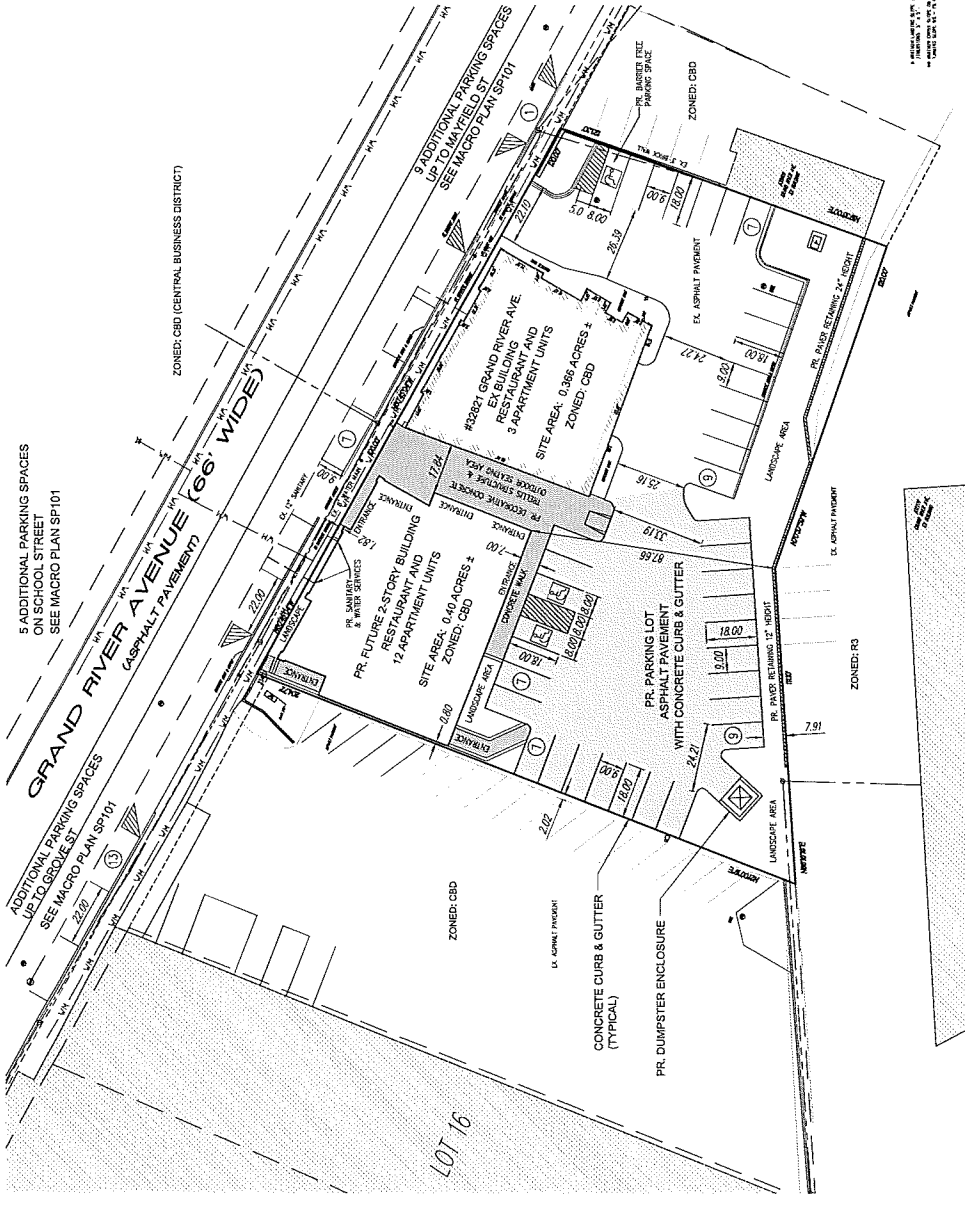
Director Christiansen stated that the City has been working with the new property owner of Professional Pavilion, now Orchard Trail Medical, located at 23133 Orchard Lake Road regarding a proposed second building addition to the existing site. The proposed addition would be a 5,500 square foot one-story medical office building, an urgent care facility, and additional changes to the existing site including parking lot improvements. The existing site is located in the C-2 Community Commercial District, which requires review and approval by the Grand River Corridor Improvement Authority and the Planning Commission.

The recently approved 13,500 square foot two-story medical office building addition is currently under construction on the site. The Applicant has submitted a site plan for the proposed new one-story medical office building and additional proposed site improvements. An aerial photograph of the existing site is attached with the staff packet as well as a site plan and engineering review letters from OHM Advisors dated December 7, 2018.

The Grand River Corridor Improvement Authority is scheduled to review the proposed site plan at their December 13<sup>th</sup> meeting. From the aerial photo of the site you can see Shiawassee Street to the north, Mooney Street to the left or to the west, and Orchard Lake Road to the east.

The existing building is an existing two-story building, approximately 22,000 square feet. The Planning Commission approved the two-story 13,500 square foot addition to the east of the existing building and that is currently under construction. There is an amended site plan showing the new 5,500 square foot one-story addition and what is also shown on the

# "SAMURI STEAKHOUSE" PRELIMINARY SITE PLAN - PUD



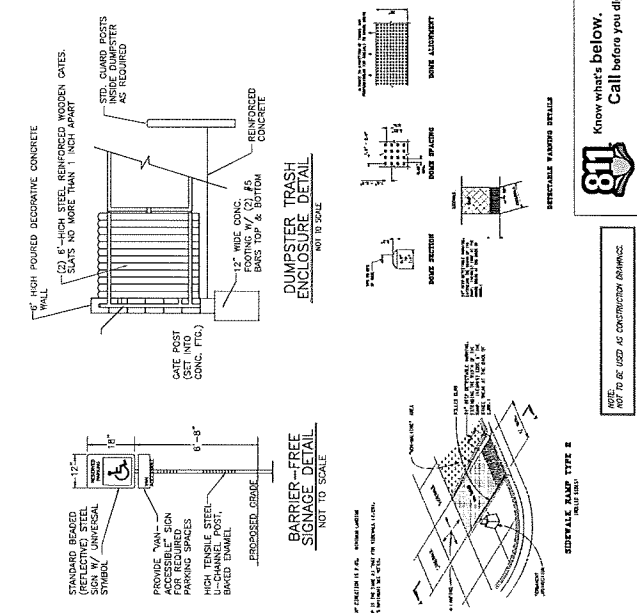
**SITE DATA:**  
 EXISTING ZONING: CBD  
 COMBINED SITE AREA: 10.76 AC.  
**PARKING:**  
 #32821 GRAND RIVER AVE (EXISTING) APART: 1/3 SEATS @ 81 SEATS = 21 SPACES  
 #32821 GRAND RIVER AVE (EXISTING) RESTAURANT: 1/3 SEATS @ 81 SEATS = 24 SPACES  
 TOTAL SPACES REQUIRED: 45 SPACES  
 #32905 GRAND RIVER AVE (PROPOSED FUTURE) RESTAURANT: 1/3 SEATS @ 100 SEATS = 34 SPACES  
 APARTMENTS: 1 UNIT @ 12 UNITS = 12 SPACES  
 TOTAL SPACES REQUIRED: 46 SPACES  
 TOTAL SPACES PROVIDED: 70 SPACES  
 SPACES PROVIDED: 30 SPACES  
 PARKING PROVIDED: 13 SPACES  
 STREET PARKING: 27 SPACES  
 (GRAND RIVER GROVE TO HARFELD: 28, SCHOOL STREET: 9)  
 TOTAL SPACES PROVIDED: 72 SPACES  
 (BARRIER FREE PARKING: 2 SPACES ON-SITE)  
**RESIDENTIAL DENSITY**  
 EXISTING APARTMENT UNITS: 3  
 PROPOSED APARTMENT UNITS: 12  
 DENSITY: 15 UNITS PER 0.766 ACRES = 20 UNITS/ACRE

**PUD REQUIREMENT ELEMENTS:**  
 A: THIS PROJECT UTILIZES MIXED-USE DEVELOPMENT  
 B: THE PROPOSED BUILDING IS ORIENTED TOWARDS GRAND RIVER AVENUE SIDEWALK WALKWAY AREA BETWEEN BUILDINGS AND PARKING IS LOCATED IN THE REAR OF THE PROPOSED BUILDING  
 C: THE PROPOSED BUILDING WILL BE BEYOND THE MINIMUM REQUIREMENTS OF THE PUD REQUIREMENTS  
 D: THE SITE IS EVIDENTLY DESIGNED WITH RESPECT TO THE PROPERTY SIZE, SHAPE AND TOPOGRAPHY SLOPE  
 E: PARKING AND VEHICULAR REAR ACCESS WILL BE SHARED BETWEEN THE PROPOSED BUILDING AND EXISTING BUILDING

**#32821 Grand River Avenue, City of Farmington, MI, 48335**  
 Part of the W 1/2 of Section 27, Town 1 North, Range 9 East, City of Farmington, Oakland County, Michigan, being more particularly described in Parcel Identification Number # 23-27-151-001.  
 Lot 19 of "Assessor's Plat No. 2", as being recorded in Liber 54 of Plats, on Page 5, Oakland County Records.  
 Containing 17,435 Square Feet—0.400 Acres, more or less.  
 Subject to the rights of a public and any assessments and/or restrictions of record or otherwise.  
 Note: Since our survey DOES NOT include a Title Search there could be assessments and/or encumbrances upon the subject property that are not shown on this plan.

**LEGAL DESCRIPTION**  
**#32905 Grand River Avenue, City of Farmington, MI, 48335**  
 Part of the W 1/2 of Section 27, Town 1 North, Range 9 East, City of Farmington, Oakland County, Michigan, being more particularly described in Parcel Identification Number # 23-27-151-001.  
 Lot 18 of "Assessor's Plat No. 2", as being recorded in Liber 54 of Plats, on Page 5, Oakland County Records.  
 Containing 17,435 Square Feet—0.400 Acres, more or less.  
 Subject to the rights of a public and any assessments and/or restrictions of record or otherwise.  
 Note: Since our survey DOES NOT include a Title Search there could be assessments and/or encumbrances upon the subject property that are not shown on this plan.

**"SAMURI STEAKHOUSE"**  
 PRELIMINARY SITE PLAN - PUD  
 PART OF THE SW 1/4 OF SECTION 28, T. 1N., R. 9E.,  
 CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN.

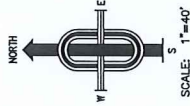
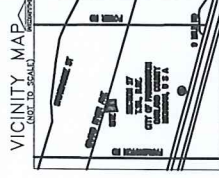
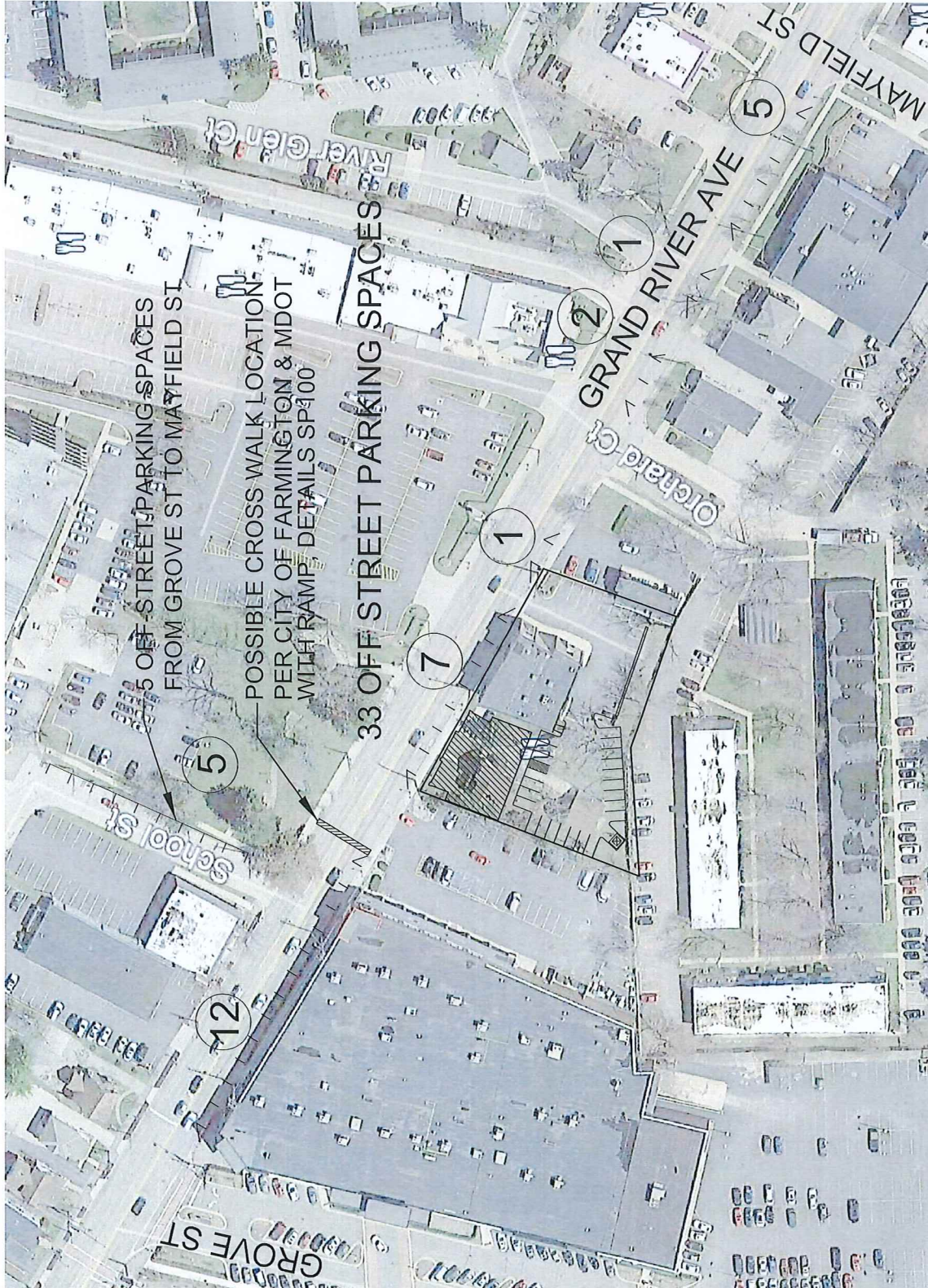


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**Dana Associates**  
 Architects/Engineers  
 1655 SOUTHFIELD, E. SUITE 200  
 ROCHESTER HILLS, MI 48307  
 P 248-852-7102 F 248-852-7101  
 danaassoc.com

DATE	07/02/2018
REV. DATE	11/9/2018
REVISIONS PER CITY	
SCALE	1"=20'
PROJECT NO.	SP100

**"SAMURI STEAKHOUSE"  
MACRO SITE PLAN WITH STREET PARKING**



DATE	07/20/2018	DESCRIPTION	
REV DATE	11/9/2018	DESCRIPTION	REVISIONS PER CITY
DRWING BY	SL		
CHECKED BY	SD		

**"SAMURI STEAKHOUSE"**  
PART OF THE SW 1/4 OF SECTION 28, T. 2N., R. 11E.,  
CITY OF ROCHESTER HILLS, OKLAHOMA COUNTY, OKLAHOMA.  
MACRO SITE PLAN WITH STREET PARKING

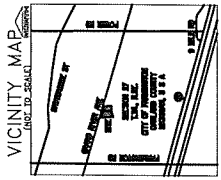
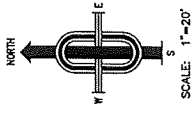
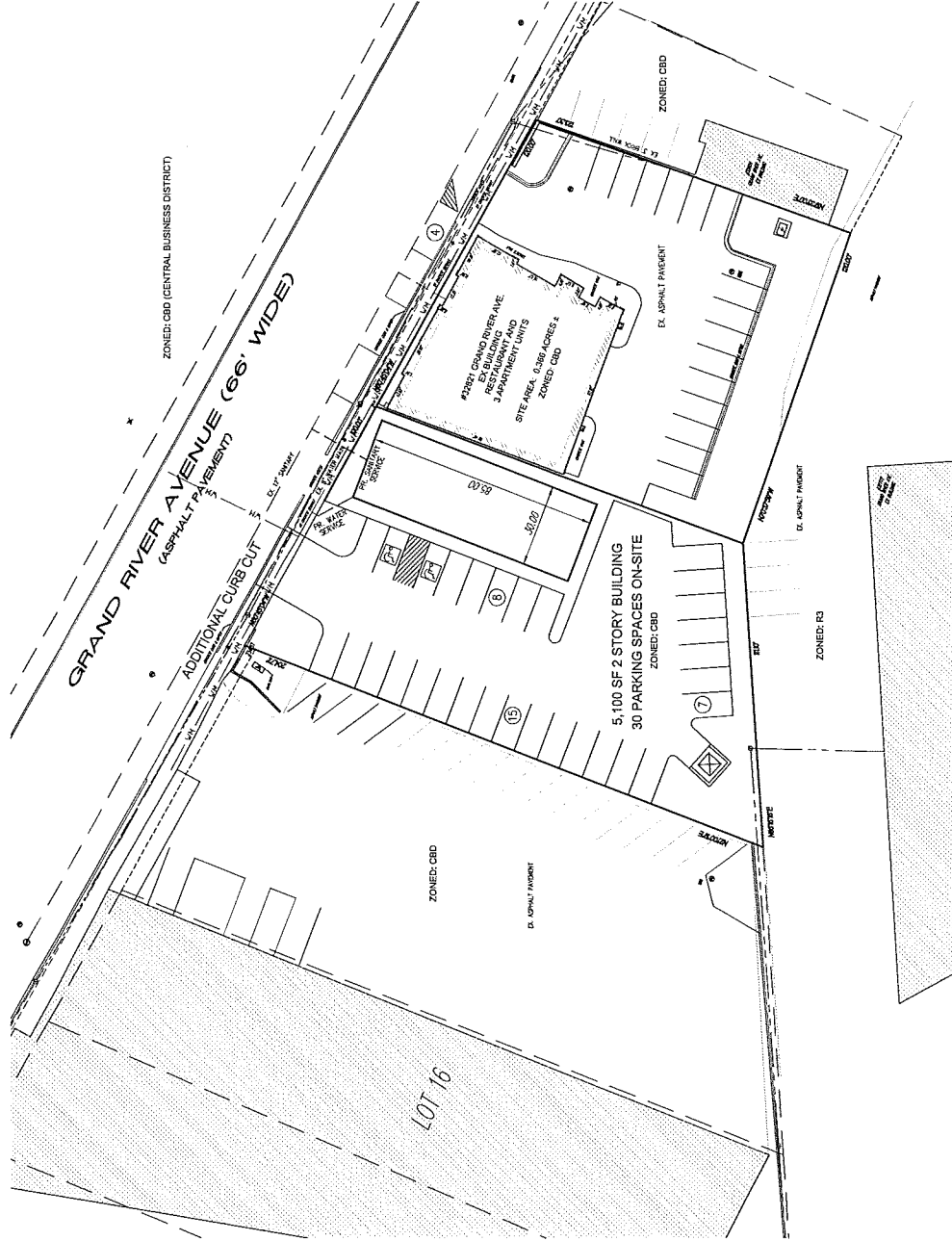
SCALE 1"=40'  
SP101

D'Ana Associates  
Architectural Engineering  
1655 SOUTH BLVD., E. SUITE 200  
ROCHESTER HILLS, MI 4807  
P 248-552-7102 F 248-552-7107  
danaassociates.com

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# "SAMURI STEAKHOUSE" ALTERNATIVE PLAN WITH PARKING



DATE 07/20/2018	REV DATE 11/9/2018	REVISIONS PER CITY	D'Ana Associates Architectural Engineering 1655 SOUTH BLDG. E. SUITE 200 ROCHESTER HILLS, MI 48067 P 248-52-7102 F 248-52-7107 danaassoc.com
	SECTION	DESCRIPTION	

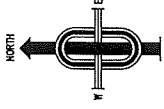
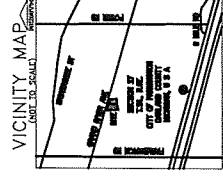
**"SAMURI STEAKHOUSE"**  
ALTERNATIVE PLAN WITH PARKING

PART OF THE SW 1/4 OF SECTION 28, T. 2N., R. 11E.,  
CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN.

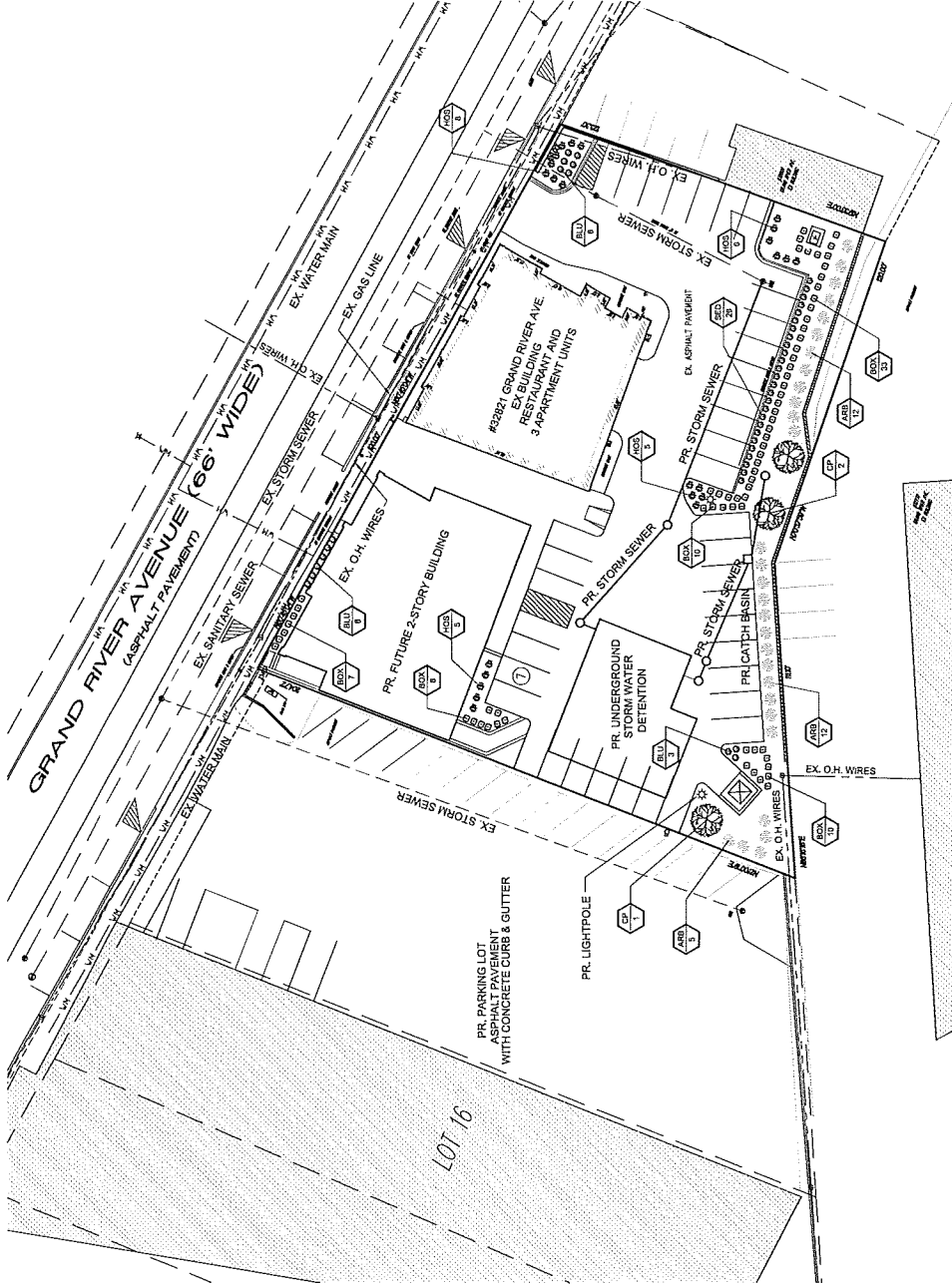
SCALE 1"=20'  
**SP 102**

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# "SAMURI STEAKHOUSE" UTILITY AND LANDSCAPE PLAN



SCALE: 1"=20'



PLANT LIST:	NO.	COMMON NAME	BOTANICAL NAME	SIZE	SYMBOL
10	RESINA RESINOSA	RESIN SHrub	RESINA RESINOSA	7'-10' HIG	AR10
2	GALLERY FEAR	THUSA OCCIDENTALS TECHNY	THUSA OCCIDENTALS TECHNY	2'-1/2' CAL. B&B	CP
<b>PERENNIALS:</b>					
13	PATRIOT HOSTA	HOSTA PATRIOT	HOSTA PATRIOT	6" POT	HRS
9	BLUE CAT GRASS	HELOCTRICHUM SEMPERVIRENS	HELOCTRICHUM SEMPERVIRENS	6" POT	BLU
26	AUTUMN JOY SEDUM	HYLOTELEPHIUM HERBSTREUDE	AUTUMN JOY	6" POT	SED

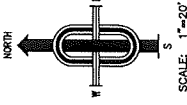
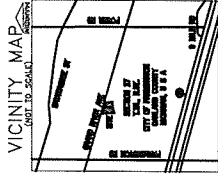
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**D'Anna Associates**  
 Architecture | Engineering  
 1655 SOUTH BLDG. E. SUITE 200  
 ROCHESTER HILLS, MI 48307  
 P 248-852-7102 F 248-852-7107  
 dan@dasoc.com

SCALE: 1"=20'  
**SP103**



# "SAMURI STEAKHOUSE" PRELIMINARY GRADING, STORM WATER, DRAINAGE AREA MAP



## STORM WATER NARRATIVE

**DRAINAGE BACKGROUND:**  
THE SITE WAS PREVIOUSLY A COMMUNITY HOUSE, CONSISTING OF STRUCTURES, PAVEMENT AND GRASS AREAS. THE TOPOGRAPHY SLOPES FROM NORTHWEST TO SOUTHEAST APPROXIMATELY 4-5 FEET IN ELEVATION DIFFERENCE. THERE IS NOT CURRENTLY A STORM WATER SYSTEM IN PLACE.

**GOALS:**  
TO IMPLEMENT A STORM WATER SYSTEM AND DESIGN THE SITE TO ACCOMMODATE THE ELEVATION DIFFERENCE ALONGWITH MATCHING EXISTING CONDITIONS ON ALL SIDES.

**DESIGN SUMMARY:**  
THE PROPOSED LOT IS PRELIMINARILY DESIGNED TO COORDINATE WITH THE EXISTING BUILDINGS TO THE EAST AND WEST. THE SLOPE OF GRAND RIVER AVENUE AND THE ELEVATION DIFFERENCE OF THE PROPOSED TO THE SOUTH, RETAINING WALLS, STEPS AND SLOPED PAVEMENT HAVE BEEN PROPOSED. THERE IS A PAVEMENT CATCH BASIN AT THE SOUTH END OF THE PROPOSED PARKING LOT TO COLLECT STORM WATER RUN-OFF. THERE IS A PROPOSED UNDERGROUND DETENTION SYSTEM ALONG WITH A PRE-TREATMENT STRUCTURE. AN ADDITIONAL REAR YARD CATCH BASIN STRUCTURE IS PROPOSED AT THE SOUTH LANDSCAPE AREA TO COLLECT STORM WATER BEFORE SHEDDING ON THE ADJACENT PROPERTY TO THE SOUTH.

**DETENTION CALCULATIONS**  
REQUIRED STORAGE PER O.C.D.C. STANDARDS: (25 YEAR STORM)

DEVELOPED AREA: 0.42 AC. C = 0.79

EQUIVALENT AREA: (0.42 AC)(0.79) = 0.334c

$Q_2 = (0.42 AC)(0.20 CPS)(A_2) = 0.084 CFS$

$Q_1 = (0.42 AC)(0.20 CPS)(A_1) = 0.084 CFS$

$T = \frac{Q_2 - Q_1}{(12,000)(0.54 MIN)} = \frac{0.084 - 0.084}{6,480} = 0.0000154 MIN$

$V_1 = (0.334 CFS)(0.32 AC) = 0.1069 CF$

**DETENTION CALCULATIONS**  
REQUIRED STORAGE PER O.C.D.C. STANDARDS: (100 YEAR STORM)

DEVELOPED AREA: 0.42 AC. C = 0.79

EQUIVALENT AREA: (0.42 AC)(0.79) = 0.334c

$Q_2 = (0.42 AC)(0.20 CPS)(A_2) = 0.084 CFS$

$Q_1 = (0.42 AC)(0.20 CPS)(A_1) = 0.084 CFS$

$T = \frac{Q_2 - Q_1}{(12,000)(0.54 MIN)} = \frac{0.084 - 0.084}{6,480} = 0.0000154 MIN$

$V_1 = (0.334 CFS)(0.32 AC) = 0.1069 CF$

$V_2 = (0.288 CFS)(0.32 AC) = 0.0921 CF$

## WEIGHTED C FACTOR CALCULATION

AREA: 0.42 ACRES

AREA OF ROAD, WALK, BUILDING: 0.34 ACRES

GRASS AREA / OPEN SPACES: 0.08 ACRES

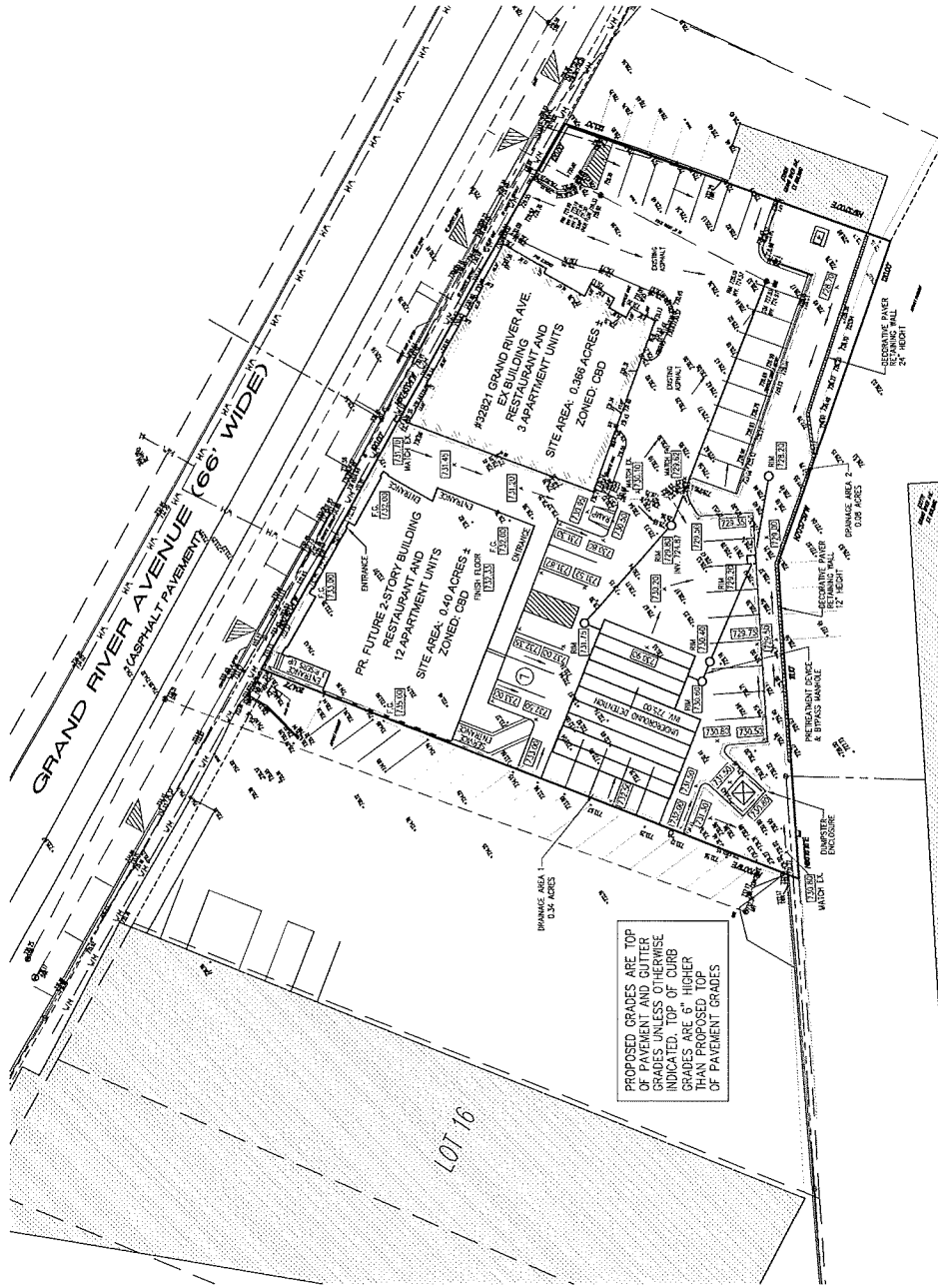
C BUILDING & PAVEMENT = 0.80

C GREEN AREAS = 0.30

$[(0.34)(0.80) + (0.08)(0.30)] / 0.42 = 0.81$

USE C FACTOR 0.81

PRE-TREATMENT: AQUA SWIRL CONCENTRATOR AS-7



PROPOSED GRADES ARE TOP GRADES UNLESS OTHERWISE INDICATED. TOP OF CURB GRADES ARE 6" HIGHER THAN PROPOSED TOP OF PAVEMENT GRADES

### UNDERGROUND DETENTION OPTION 1:

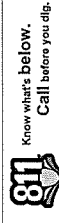
SUBJECT TO MANUFACTURER DESIGN  
DETENTION WITH 42 INCH ADS HOPE  
25 YEAR STORM REQUIREMENT:  
3,089 CF / 9,816 SF = 319 LF OF 42 INCH ADS HOPE  
100 YEAR STORM REQUIREMENT:  
4,900 CF / 9,816 SF = 493 LF OF 42 INCH ADS HOPE  
PPE INVERT 725.00

### UNDERGROUND DETENTION OPTION 2:

SUBJECT TO MANUFACTURER DESIGN  
STORM SEWER MANAGEMENT SYSTEM ELEVATIONS  
794.57  
UNDERGROUND SYSTEM OUTLET INVERT: 725.00  
1' BELOW LOWEST C&E RM (STORAGE): 728.20  
TOP OF PAVEMENT (I.G. AREA): 726.5-728.5  
STORM WATER SYSTEM: CONTECH CHAMBERMAX  
CHAMBER HEIGHT: 30.3 INCH

### PIPE OUTFLOW RESTRICTOR DESIGN

TO BE LOCATED WITHIN A CONTROL MANHOLE  
GRAVITY HEAD: 3.5'  
ALLOWABLE OUTFLOW: 0.08 CFS  
AREA = 0.09 / (0.02) = (2.02)(3.5)(7.5) = 0.0088 SF  
RESTRICTOR PPE AREA: 0.009 SF  
DIAMETER = (4 x 0.009 / pi)(.5) = 0.107 FT  
RESTRICTOR PIPE DIAMETER: 1.32 INCH



SCALE 1"=20'  
SP104

"SAMURI STEAKHOUSE"  
PART OF THE SW 1/4 OF SECTION 28, T. 39N, R. 11E,  
CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN.  
PRELIM. GRADING, STORM WATER, D.A.M.

DATE	07/20/2018
REVISION	11/9/2018
REVISIONS PER CITY	

D'Anna Associates  
Architecture | Engineering  
1655 SOUTH BLVD., E. SUITE 200  
ROCHESTER HILLS, MI 48307  
P 248-521-7102 F 248-521-7107  
damassoc.com









Q  
 ARCHITECTURE & INTERIORS  
 10000 WOODBURN AVE. SUITE 100  
 FARMINGTON, MI 48334  
 P: 248.467.7777 F: 248.467.7777  
 www.qarchitect.com

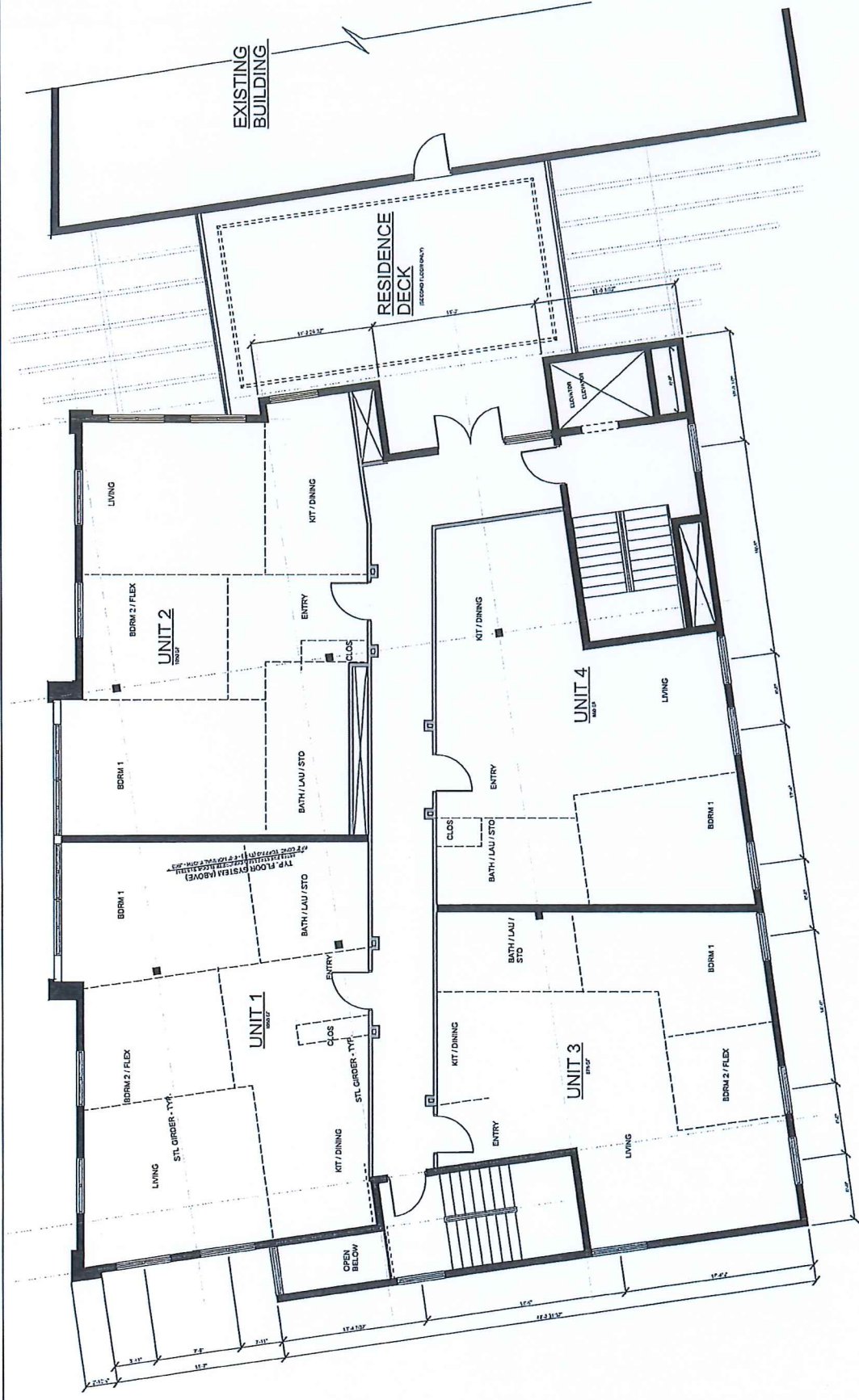
Farmington, MI



PROPOSED BUILDING

SEQUENCE: 1. EXISTING BUILDING 2. PROPOSED BUILDING 3. FINISHES 4. MECHANICAL 5. ELECTRICAL 6. PLUMBING 7. INTERIORS 8. LANDSCAPE 9. SIGNAGE 10. FURNITURE 11. LIGHTING 12. ACCESSORIES

DATE	7-20-10
BY	JAL
CD	
SCALE	
SHEET	A102
PROJECT NO.	18021



PROPOSED SECOND - FOURTH FLOOR PLAN







PROPOSED  
BUILDING  
FOR THE  
PROJECT AT 1000 W. WASHINGTON ST., ANN ARBOR, MI 48106



PROJECT: 1000 W. WASHINGTON ST., ANN ARBOR, MI 48106  
DATE: 08/14/2021  
DRAWN BY: [REDACTED]  
CHECKED BY: [REDACTED]

ISSUANCE:  
1. INITIAL ARCHITECTURAL  
DRAWING  
2. LUMP SUM SUBMITTAL  
3. PERMITS  
4. SITE PLAN REVIEW  
5. CONSTRUCTION PERMITS  
6. AS-BUILT DRAWINGS  
7. FINAL ARCHITECTURAL  
DRAWING

NO.	DATE	DESCRIPTION
1	08/14/2021	ISSUED FOR PERMITS
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

TOTAL DATE: 7/30/21  
BY: [REDACTED]  
SCALE: 3/4"  
S.D.

SHEET: A202  
PROJECT NO: 180021



GRAND RIVER AVENUE ELEVATION



PATIO SPACE VIEWS