

# CITY OF GROSSE POINTE WOODS PLANNING COMMISSION AGENDA

## Tuesday, December 9, 2025, at 7:00 PM

Robert E. Novitke Municipal Center - Council Chambers / Municipal Court, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 | (313) 343-2426

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. RECOGNITION OF COUNCIL REPRESENTATIVE/s
- 4. PLEDGE OF ALLEGIANCE
- 5. ACCEPTANCE OF AGENDA
- 6. RECEIPT OF FINAL APPROVED MINUTES
  - A. Planning Commission Meeting October 28, 2025

### 7. MOTION TO RECEIVE AND PLACE ON FILE

- A. Letter from Klobuchar regarding Eastside Dermatology Received November 4, 2025
- B. Letter from Lefebvre regarding Eastside Dermatology Received November 5, 2025
- C. Letter from Moe regarding 21800 Marter Received December 3, 2025

### 8. PUBLIC HEARING /s

- A. Host Public Hearing on the Rezoning Application (Map Amendment) for 1925 Vernier Road from RO-1, Restricted Office, to C, Commercial Business
- B. Host Public Hearing on the Rezoning Application (Map Amendment) for 21800 Marter Road from R-3, Planned Multiple Family Residential, to CF, Community Facilities

#### 9. **NEW BUSINESS**

- A. Consideration of the rezoning (Map Amendment) recommendation for 1925 Vernier
   Road from RO-1, Restricted Office, to C, Commercial Business
- B. Consideration of the rezoning (Map Amendment) recommendation for 21800 Marter Road from R-3, Planned Multiple Family Residential, to CF, Community Facilities

#### 10. OLD BUSINESS

- <u>A.</u> Consideration of the Site Plan Amendment for 20030 Mack Avenue (Eastside Dermatology)
- B. Consideration of the Site Plan for 20397 Mack Avenue (Platinum Oil Change)
- Consideration of the conditional rezoning (Map Amendment) recommendation for 20160 Mack Avenue from RO-1, Restricted Office, to C, Commercial Business



# CITY OF GROSSE POINTE WOODS PLANNING COMMISSION AGENDA

### 11. BUILDING OFFICIAL'S MONTHLY REPORT

A. Building Department Report – October to December 2025

## 12. COUNCIL REPORT/s

A. Last Month: November 10, November 17 - Gilezan

B. This Month: December 1, December 15 - Hamborsky

C. Next Month: January 5, January 26 – Marx

#### 13. INFORMATION ONLY

A. 2026 Planning Commission Meeting Schedule

**14. PUBLIC COMMENT** (Limited to 3-minutes per person)

**15. ADJOURNMENT** (Next Regular Meeting: January 27, 2026)

The City of Grosse Pointe Woods will provide necessary, reasonable auxiliary aids and services, such as signers for the hearing impaired, or audio tapes of printed materials being considered at the meeting to individuals with disabilities. All such requests must be made at least five days prior to a meeting. Individuals with disabilities requiring auxiliary aids or services should contact the City of Grosse Pointe Woods by writing or call the City Clerk's office, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 (313) 343-2440 or Telecommunications Device for the Deaf (TDD) 313 343-9249.

MINUTES OF THE **PLANNING COMMISSION** MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON **OCTOBER 28, 2025**, IN THE COUNCIL-COURT ROOM OF THE ROBERT E. NOVITKE MUNICIPAL CENTER, 20025 MACK PLAZA DR., GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:01 p.m. by Chair Fenton.

Roll Call: Chair Fenton

Commission Members: Fuller, Hamborsky, Marx, O'Keefe

Absent: Gilezan, Vitale

Also Present: City Planner Laura Haw

City Attorney Debra Walling

Recording Secretary Gretchen Miotto

Chair Fenton recognized Council Representative Gafa.

**MOTION** by Fuller, seconded by Hamborsky, to excuse Commissioners Gilezan and Vitale from tonight's meeting.

Motion carried by the following vote:

YES: Fenton, Fuller, Hamborsky, Marx, O'Keefe

NO: None

ABSENT: Gilezan, Vitale

The Planning Commission, staff, and the public, Pledged Allegiance to the U. S. Flag.

**MOTION** by Hamborsky, seconded by O'Keefe, to accept tonight's agenda as presented and place on file.

Motion carried by the following vote:

YES: Fenton, Fuller, Hamborsky, Marx, O'Keefe

NO: None

ABSENT: Gilezan, Vitale

**MOTION** by Marx, seconded by Fuller, that the September 23, 2025, Planning Commission meeting minutes be approved as presented.

Motion carried by the following vote:

YES: Fenton, Fuller, Hamborsky, Marx, O'Keefe

NO: None

ABSENT: Gilezan, Vitale

**MOTION** by Fuller, seconded by O'Keefe, to receive and place on file letters from Residents Against Rezoning, dated October 15, 2025; City Attorney Walling's response letter to Residents Against Rezoning dated October 21, 2025; City Attorney Tomlinson's response letter to Residents Against Rezoning dated October 22, 2025.

Motion carried by the following vote:

YES: Fenton, Fuller, Hamborsky, Marx, O'Keefe

NO: None

ABSENT: Gilezan, Vitale

The first item under **Public Hearings**, is to **host a Public Hearing on the Conditional Rezoning Application for 20160 Mack Avenue from RO-1**, **Restricted Office**, **to C – Commercial**.

**MOTION** by Marx, seconded by Fuller, to open the **public hearing**.

Motion carried by the following vote:

YES: Fenton, Fuller, Hamborsky, Marx, O'Keefe

NO: None

ABSENT: Gilezan, Vitale

Chair Fenton opened the public hearing at 7:05 pm.

No one wished to speak in support of the rezoning.

The following spoke in opposition to the rezoning:

- 1. Jon Dougherty, 1665 S. Renaud
- 2. Ellen Creager, 1281 N. Oxford
- 3. Gary Felts, 1680 Oxford
- 4. Tambre Tedesco, 1665 Ford Ct.
- 5. Joyce Janowski, 1070 N. Oxford
- 6. Patricia Dougherty, 1665 S. Renaud
- 7. Bethann Bayus, 1615 Ford Ct.
- 8. Lisa Abbey, 1620 Faircourt
- 9. Lynne Aldrich, 1501 Oxford
- 10. Christina Pitts, 1501 Oxford

MOTION by O'Keefe, seconded by Marx, to close the public hearing on Rezoning 20160 Mack Avenue.

Motion carried by the following vote:

YES: Fenton, Fuller, Hamborsky, Marx, O'Keefe

NO: None

ABSENT: Gilezan, Vitale

Chair Fenton closed the public hearing at 7:41 pm.

The next item, under **New Business**, was to **Consider the Conditional Rezoning (Map Amendment)** Application for 20160 Mack Avenue from RO-1, Restricted Office, to C – Commercial.

Planner Haw provided an overview of the application and the applicant-provided conditions.

Michael Blanek, Stucky-Vitale representative, 27172 Woodward, Royal Oak, provided an overview of the architectural changes; the smaller footprint; and the mixed-use options.

Discussion ensued on the language of the applicant-provided conditions and Attorney Walling confirmed that the Commission cannot change the language as presented and has only three options: approve, deny, or table.

MOTION by Fuller, seconded by O'Keefe, that the Planning Commission table the Proposed Conditional Rezoning of 20160 Mack Avenue from RO-1 to C and allow the applicant to modify and re-submit their conditions.

Motion carried by the following vote:

YES: Fenton, Fuller, Hamborsky, Marx, O'Keefe

NO: None

ABSENT: Gilezan, Vitale

The next item, Consideration of the Site plan for 20160 Mack Avenue was not discussed due to the preceding decision to table the conditional rezoning application.

The next item, under **New Business**, was to **Consider the Site Plan Amendment for 20030 Mack Avenue (Eastside Dermatology).** 

Planner Haw provided an overview of the proposed amended site plan which was submitted following the February 2024 Planning Commission approval to construct a one-story addition to an existing medical office and to make improvements to the parking lot and drive approaches. Since that approval, the applicant's desired scope of work has changed to include a front entrance ADA lift; ADA parking and curb cuts; and garage demolition.

Lisa Manz-Dulac, the applicant, spoke to the needs of this proposal for her patients.

Michael Derring, Lucia Landscaping, spoke to his renderings of the proposed landscaping.

The Planning Commission requested that the applicant resubmit their full proposal, including the building renovations and the new landscaping proposal, so there is a full understanding of both of these requests.

John Klobuchar, 1675 Faircourt, spoke in opposition to the renderings and plans. Lisa Abbey, 1620 Faircourt, spoke in opposition to the plans.

MOTION by Marx, seconded by Fuller, that the Planning Commission table the Site Plan for 20030 Mack Avenue (Eastside Dermatology) pending the resubmission by the applicant.

Motion carried by the following vote:

YES: Fenton, Fuller, Hamborsky, Marx, O'Keefe

NO: None

ABSENT: Gilezan, Vitale

The next item, under **New Business**, was to **Consider the Site Plan Amendment for a Walk-Up Window at 20195 Mack Avenue (Lola's Taco Bar).** 

Planner Haw provided an overview of the project to date: in 2024, the applicant received Planning Commission and City Council approval for both Special Land Use and Site Plan approval for a sit-down restaurant serving alcohol. The applicant has now submitted an Outdoor Cafe Permit, which would amend the site plan to allow a connecting, outdoor service window facing Norwood Drive.

Brenden McRill, 565 Lochmoor, and the applicant, provided additional context to the proposed window. This would not be a walk-up, point of service, counter. It has no counters, inside or out, and is strictly for the use of employees delivering food to the outdoor patrons. This service window is designed to avoid congestion in and out through their one door.

MOTION by Hamborsky, seconded by Marx, that the Planning Commission recommend the approval of the Site Plan Amendment for 20195 Mack Avenue for an "employee-only window", with appropriate signage, subject to approval by the Zoning Board of Appeals.

Motion carried by the following vote:

YES: Fenton, Hamborsky, Marx

NO: Fuller, O'Keefe ABSENT: Gilezan, Vitale

The next item was the Building Official's Report - September to October, 2025.

The next item was the City Council Reports for September and October, 2025.

Commissioner Fenton stated there were public comments related to 20160 Mack Avenue at the September 8 and 15 meetings.

Commissioner Fuller attended the October 6 and 20 meetings. City Council approved the Special Land Use for Playa Bowls.

Commissioner Gilezan will attend the November 2025 meetings.

## Under **Public Comment**, the following were heard:

- 1. Elizabeth Baergen, 1600 Ford Ct.
- 2. Tambre Tedesco, 1665 Ford Ct.
- 3. Lisa Abbey, 1620 Faircourt
- 4. Christina Pitts, 1501 Oxford
- 5. Lynne Aldrich, 1501 Oxford
- 6. Gary Felts, 1680 Oxford

**MOTION** by Marx, seconded by O'Keefe, to adjourn at 9:53 p.m.

Motion carried by the following vote:

YES: Fenton, Fuller, Hamborsky, Marx, O'Keefe

NO: None

ABSENT: Gilezan, Vitale

Respectfully Submitted, Gretchen Miotto Clerk's Confidential Administrative Assistant & Recording Secretary



November 3, 2025

To: Grosse Pointe Woods Planning Commission

I am John Klobuchar, I live at 1675 Faircourt, next door to Eastside Dermatology, 20030 Mack Ave.

First, I would like to thank you for allowing me to speak at the October 28<sup>th</sup> meeting of the Planning Commission regarding the proposed site plan revision to 20030 Mack. As I said at the meeting I have lived in my home for over 50 years and not had any issues with any of the doctors using that office until now.

The renderings and revised site plan were inconsistent and fail to tell the whole story. In order to put the proposed site plan in better context I've included two photos of 20030 Mack Ave. in this letter.

The first photo is the area being proposed for parking off Faircourt. The front yard has been in this condition since sewer repairs were done in the spring.

As you can see in the first photo that adding any parking spaces off of Faircourt is inappropriate. It would look more like someone parking on the grass in front of the house. In addition to the horrible aesthetics there is issue of people pulling into and out of any parking spot so close to the corner of Faircourt and Mack Ave.

The other item I spoke to was the concern about an adequate privacy screen between the parking off Mack Ave. and my back yard. The proposed arborvitae won't provide the same level of visual and sound security that I have not with the current privacy screen even when fully grown. All I'm requesting here is that whatever privacy screen is approved and installed that I have at least the security that I have now.

The second picture is of the current privacy screen between the 20030 Mack Ave. property and my back yard. It is very effective in shielding the lights and noise from Mack Ave.

I am not against change. But change should enhance the community and not benefit only one person. Grosse Pointe Woods should prioritize the interests of their residents over the desires of non-residents.

Thank you for your attention.

John Klobuchar





November 3, 2025 City of Grosse Pointe Woods Planning Commission

NOV 0 5 2025

Dear Grosse Pointe Woods Planning Commission,

We respectfully ask that Eastside Dermatology be required to revise its current proposal. The plan as submitted negatively impacts both the safety and appearance of our residential neighborhood on Faircourt.

Faircourt is a dead-end residential court with Mack Avenue as its only access and exit point. It's a narrow street, with a fire lane, and limited on-street parking for residents. (We cannot park in the circle, in the fire lane, and in front of the first few houses off Mack near the two businesses at the corner.) Adding business parking or access from Faircourt will increase our traffic, create congestion on the corner, and disrupt the character of our neighborhood.

Currently, their patients park illegally in the fire lane and in front of homes (sometimes they are ticketed, sometimes not.) Eastside Dermatology, seemingly, does little to discourage this. The current proposal which encourages patients to turn down Faircourt, will create more opportunities for these patients to park and drive where they should not. Cars entering and backing out of spaces so close to the corner will pose safety concerns and hinder residents.

We pride ourselves as a family-friendly, neighborly little street. The benefits of living on a dead-end court allows kids, families and residents to play freely with little traffic.

Eastside Dermatology's business activity and access should remain on Mack Avenue, where it belongs. Once a vehicle turns onto Faircourt, it is entering a residential area that should remain residential in both function and appearance.

Aesthetic concerns also matter. The side of the property facing Faircourt borders homes and should reflect a residential look. There is no reasonable space for parking between the light pole

and fire hydrant, and their existing row of trash and recycling bins already detracts from our neighborhood's appearance.

Finally, residents of Faircourt were not informed of Eastside Dermatology's proposal changes. The lack of communication from both this business and the Planning Commission is disappointing. These decisions should consider the well-being of all Faircourt residents — not just the convenience of one business. Eastside Dermatology has not acted neighborly, in our opinion. There has been little to no interaction initiated with our residents.

Please help preserve the safety, integrity, and residential character of Faircourt by keeping commercial access and parking on Mack Avenue only.

Sincerely

Jeff and Ty Lefebvre

22 year residents of Faircourt



Add a Caption

Wednesday • Nov 5, 2025 • 11:55 AM

Adjust

MG\_6672

## Elise Coyle

From:

Julie Moe <julie33185@aol.com>

Sent:

Wednesday, December 3, 2025 10:02 AM

To:

City Clerk

Subject:

Comment on 21800 Marter Rezoning



CAUTION: This email originated from outside of the organization. DO NOT click links, open attachments or reply to this message unless you recognize the sender and know the content is safe:

Hello,

I will be unable to attend the meeting on December 9th, so please submit this written comment to the city council members and zoning commission on my behalf.

I live at 21527 River Rd in GPW and strongly oppose the rezoning. As elected officials in GPW, you have a duty to your constituents. There will be no benefit to GPW residents by rezoning the land behind Assumption, but there will be a significant negative impact. GPW residents already have access to the GPW park and pickleball courts. The current field at Assumption is an amazing place for nature - one of the few green spaces we have around here that attracts wildlife. The last time I went, we saw seven different vultures. It's a critical area for bird life. My family loves backyard birdwatching and the land behind Assumption helps attract birds to the area.

Our peaceful enjoyment of our yard will be ruined by construction, not to mention the future eyesore. Assumption already hosts loud events, like Greekfest, without consideration of neighbors. We do not need more people parking in our area or using the facilities.

I come back to this - Grosse Pointe Woods residents will NOT benefit. We already have all the pickleball courts we need. It will impact our property values, create a disturbance during construction, and hurt our local wildlife. As public officials you have a duty to YOUR city and residents and not a private entity in another city.

Vote no!

Julie Moe

## **MCKENNA**



December 3, 2025

Planning Commission City of Grosse Pointe Woods 20025 Mack Plaza Grosse Pointe Woods, MI 48236

Subject: 1925 Vernier Road: Rezoning (Map Amendment)

Parcel ID: 007-99-0003-000

Current Zoning: RO-1, Restricted Office District Proposed Zoning: C, Commercial Business District

Dear Commissioners,

Chris Mannino, on behalf of Jupiter Properties LLC, proposes to rezone 1925 Vernier Road from the RO-1, Restricted Office District to the C, Commercial Business District.

The subject site includes the addresses 1927 and 1929 Vernier Road and is located at the corner of Vernier Road and Mack Avenue. The three-unit building is approximately 4,380 square feet in size. Historically, the property has had two non-conforming businesses in operation. The units at 1925 and 1927 Vernier Road operated as a non-conforming laundromat/dry-cleaning facility but have been vacant for over a year (and therefore, lost their legal non-conforming use status). The unit at 1929 Vernier operates as a non-conforming hair salon. The applicant is proposing to re-open the laundromat/dry-cleaning facility and to maintain the existing hair salon operations, no changes to the façade or to the interior of the building are proposed.





# Rezoning Review

#### #1: MASTER PLAN AND FUTURE LAND USE CLASSIFICATIONS

Will the proposed amendment further the comprehensive planning goals and policies of the City and is the proposed amendment consistent with the Future Land Use Map of the Master Plan?

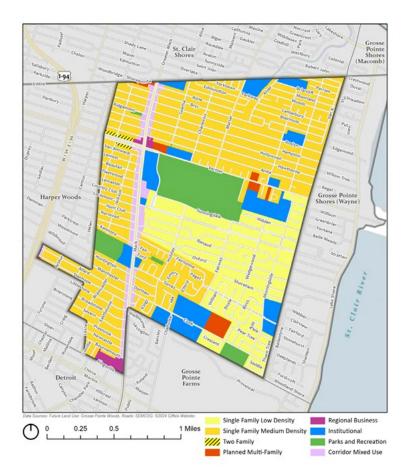
Findings: Alignment and harmony with the recently adopted Master Plan is achieved with this rezoning.

First, this rezoning is consistent with the following goal from the 2024 Master Plan: "Goal #2 – Economic Development: Elevate Mack Avenue as a thriving, vibrant commercial corridor that meets the daily needs of residents and is a destination for visitors".

The applicant proposes the continued use of small-scale personal service establishments just off of Mack Avenue, which may attract residents and other foot traffic to the Mack corridor.

Second, this rezoning is consistent with the 2024 Master Plan's Future Land Use Map (see right, page 65 of the Master Plan), which designates this area as *Corridor Mixed Use*.

This is described in the text of the Master Plan as, "This land use designation includes retail, restaurant, personal service, and office establishments which are designed for the day-to-day needs of nearby residents and are found along the Mack Avenue corridor and along its easternmost boundary of Harper Avenue that extends one-and-a-half blocks between Stanhope Street and just north of Allard Avenue. These facilities are intended to be located in close proximity to residential neighborhoods but with adequate buffering. These land uses equate to the City's C Commercial zoning district. P Parking district and some areas zoned RO-1 Restricted Office".





FUTURE LAND USE GROSSE POINTE WOODS



### #2: INTENT AND USES OF THE ZONING ORDINANCE

Is the request in accordance with the basic intent and purpose of the Zoning Ordinance?

The basic intent and purpose of the Zoning Ordinance is to provide regulations on the uses of land and structures to promote and protect the public health, safety, and general welfare of the Grosse Pointe Woods community.

The chart below details the existing land use, current zoning, and the 2024 Master Plan Future Land Use designations:

Location	Existing Land Use	Zoning Districts	Future Land Use Designation (2024 Master Plan)
Subject Site	Vacant Laundromat/Dry Cleaners and Existing Hair Salon	RO-1, Restricted Office	Corridor Mixed Use
North (Across Vernier Road)	Funeral Home	C, Commercial Business	Corridor Mixed Use
South	Single Family Residential	R-1E, One-Family Residential	Single Family Medium Density
East	Dental/Oral Surgery Medical Office	C, Commercial Business	Corridor Mixed Use
West	Vacant	RO-1, Restricted Office	Corridor Mixed Use

**Findings: Intent Statements**. The Zoning Ordinance is intended to ensure harmonious, thoughtfully planned development – and this requires an understanding of the *purpose statements* and *permitted uses* in the two applicable districts. To summarize, the C, Commercial District is intended to promote economic development in condense ways that serve neighboring communities with services as well as residential employment opportunities, and to reduce strip business development as well as any hazards of nuisances from any business operations.

Purpose Statement:	Purpose Statement:
Section 50-3.1.L: RO-1, Restricted Office	Section 50-3.1.J: C, Commercial Business
"The RO-1 restricted office district is intended to permit those office and restricted business uses which will provide opportunities for local employment close to residential areas, thus reducing travel to and from work; which will provide clean, modern office buildings in landscaped settings; which will provide, adjacent to residential areas, appropriate districts for uses which do not generate large volumes of traffic, traffic congestion and parking problems; and which will promote the most desirable use of land in accordance with the city's land use plan."	"The C commercial business district is intended to be that permitting retail business and service uses which are needed to serve the nearby residential areas. In order to promote such business development insofar as it is possible and appropriate in each area, uses are prohibited which would create hazards, offensive and loud noises, vibration, smoke, glare, heavy truck traffic or late hours of operation. The intent of this district is also to encourage the concentration of local business areas to the mutual advantage of both the consumers and merchants and thereby promote the best use of land at certain strategic locations and avoid the continuance of encouraging marginal strip business development along major streets."



**Findings: Allowable Uses.** The uses permitted in the C, Commercial Business District include a mix of retail, office, restaurant, and residential uses, which are generally compatible with the commercial nature of the corners of Mack Avenue and Vernier Road. While the property abuts a residential property in the rear, there is existing screening (fencing) along the entire parking lot and connected alleyway.

Commercial uses have been operating at this site for many years. A rezoning reduces the non-conformity of the operating hair salon and promotes the continuity of laundromat/dry-cleaning services which have served nearby residential areas for 19 years, per the applicant.

#### **#3: SPECIFIC ZONING ORDINANCE CRITERION**

Could all requirements in the proposed zoning classification be complied with on the subject parcel?

**Findings:** The table below demonstrates that the existing building and lot complies with the basic dimensional standards of the C, Commercial Business District. The site meets all of the dimensional requirements of the C, District and the proposed rezoning does not create a new non-conforming situation.

Zoning Ordinance Standards	C, District Requirement Details	Required	Existing	Notes
Max. Lot Area	None	None	0.17 acres	Complies
Max Lot Width	None	None	Vernier Road: Approximately 64.28ft	Complies
Max Lot Coverage	None	None	Approximately 33,007 sq. ft.	Complies
Min. Front Setback (West)	No front yard is permitted where the property use is for the purposes specified in section 50-4.9 retail businesses and business offices.	0 ft.	0 ft.	Complies
Min. Side Setback (North / South)	No side yard is required on the street side of corner lots.	0 ft.	0 ft.	Complies
Min. Rear Setback (East)	Rear yards are not required along interior rear lot lines for buildings or parts of buildings not used as dwellings, if all walls abutting or facing such lot lines are of fire-proof construction and wholly without windows or other openings.	8 ft.	Approximately 34 ft.	Complies
Max. Building Height	2 stories, 28 ft.	2 stories, 28 ft.	1 story	Complies



## Conclusions

#### **PROCESS**

Following consideration of public comments received during the Public Hearing, the Planning Commission has the following available motions when considering a map amendment (rezoning):

- Recommendation to the City Council for approval of the rezoning; or
- Recommendation to the City Council for denial of the rezoning; or
- Table the application.

With approval or denial, the Commission must specify the findings of fact which the decision is based upon.

## **RECOMMENDATION**

It is recommended that the rezoning (map amendment) to the C, Commercial Business District at 1925 Vernier Road be recommended for approval to City Council, based on the following findings of fact:

- a. This rezoning is consistent with 2024 Master Plan, including the goal of Economic Development: Elevate Mack Avenue as a thriving, vibrant commercial corridor that meets the daily needs of residents and is a destination for visitors.
- b. This rezoning brings the site closer to the intentions of the 2024 Master Plan's Future Land Use Plan, which designates the site as "Corridor Mixed Use".
- c. The uses permitted in the C, Commercial Business District, including a mix of retail, office, restaurant, and residential uses, are generally compatible with the commercial nature of this corner of Vernier Road and Mack Avenue. The proposed uses have been operating on the subject site for almost two decades. While the property does abut residential properties, there is currently an alley and fencing along the rear property line which will continue to serve as a buffer.
- d. The proposed site meets all Zoning Ordinance dimensional requirements of the C, Commercial Business District. The proposed rezoning does not create a non-conforming situation.
- e. The rezoning is not anticipated to significantly alter traffic generation in the area. There is no change in use proposed at this time, and the uses are anticipated to generate comparable amounts of traffic to what has existed at the site for the past two decades.

Additional site improvements will be required with the Applicant's Certificate of Occupancy. If you have further questions, please do not hesitate to contact us.

Respectfully submitted,

**McKENNA** 

Ashley Jankowski, AICP Associate Planner

Libber Janhowski

## CHARLES T. BERSCHBACK

Attorney and Counselor at Law 24053 JEFFERSON AVENUE ST. CLAIR SHORES, MICHIGAN 48080

(586) 777-0400 FAX (586) 777-0430 <u>chipberschback@gmail.com</u> \*NEW EMAIL ADDRESS

October 21, 2025

Grosse Pointe Woods Building Department 20025 Mack Plaza Grosse Pointe Woods, MI 48236

RE. Rezoning Application 1925-1929 Vernier

Dear Building Department:

I represent Chris Mannino and Jupiter Properties LLC regarding this Rezoning Application. The property in question has three separate addresses, 1925, 1927 and 1929. For 19 years, 1925-1927 was used as a dry-cleaning facility (H2O). 1929 continues to be used as a hair salon.

My client has a perspective tenant that would utilize 1925-1927 again as a dry-cleaner operation. The prior dry-cleaner use has not been in existence for over a year. Accordingly, the Building Department has advised me that a use variance is not appropriate. We are therefore submitting this Rezoning Application for all three addresses.

Rezoning to the commercial designation would be appropriate given the prior use of the building as a dry-cleaner facility. Rezoning would align with the future Land Use Plan, since the property is now designated "Corridor Mixed Use", which includes retail, restaurant, personal service and office establishments. There are no proposed changes to the existing property boundaries or building dimensions. The property has previously been used as a Dry Cleaner for 19 years, and the use was compatible with surrounding uses. The applicable fees regarding the Rezoning Application are being submitted with this application. Thank you.

Very truly yours,

CHIP BERSCHBACK

Attorney for Jupiter Properties, LLC and Chris Mannino

Chip Burchback

CTB:nmg

## CITY OF GROSSE POINTE WOODS 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 Phone (313) 343-2440

## **REZONING APPLICATION**

	Chris Manning		Grosse Pointe Farms	48236
Mailing Ac	Street		City	Zip
Daytime F	Phone: (313) 460	-7552	Fax:	
Property C	Owner: Jupiter Pr	roperties LL0		
Mailing Ad	ddress: 318 Tour	aine Ct., Gr	osse Pointe Farms, MI 4823	6
Daytime F	Phone: (313) 460	)-7552	Fax:	
Project Ma	anager: (required)	Chris Man	nino	
Mailing Ad	ddress: 318 Tour	aine Ct	Grosse Pointe Farms	48236
	Street		City	Zip
Daytime F	Phone: (313) 460	-7552	Fax:	
Other Pho	one:			·
Address o	of Property: 1925,	1927, 1929	Vernier Avenue, Grosse Poi	nte Woods, N
Address o	of Property: 1925,	1927, 1929		nte Woods, N
Address o	of Property: 1925,	1927, 1929	Vernier Avenue, Grosse Poi	nte Woods, N
Address of Legal Des	of Property: 1925,	1927, 1929 ty: _See atta	Vernier Avenue, Grosse Poi	nte Woods, N
Address of Legal Des	of Property: 1925, scription of Proper	1927, 1929 ty: See atta	Vernier Avenue, Grosse Poil	nte Woods, N
Address of Legal Des	of Property: 1925, scription of Proper a legal boundary at Parcel Number:	1927, 1929 ty: See atta  description) 40-007-99	Vernier Avenue, Grosse Poil ched legal description. Exhiber 2-0003-000	nte Woods, N
Address of Legal Des (or attach Permaner Request:	of Property: 1925, scription of Proper a legal boundary at Parcel Number:	1927, 1929 ty: See atta  description) 40-007-99 RO-1	Vernier Avenue, Grosse Poil ched legal description. Exhib	nte Woods, N

Attach a detailed written statement fully explaining your request. SEE COVER LETTER.

- 8. Present Use of Property: 1925-1927 used as dry-cleaner for 19 years, currently vacant.
- 9. Attach an Accurate Drawing of the Site Showing:
  - a) Property boundaries EX. B Overhead photo and building dimensions.
  - b) Existing buildings EX. C See Photos.
  - c) Unusual physical features of the site or building NONE
  - d) Abutting streets Vernier Road
  - e) Existing zoning on adjacent properties EX. B
  - f) Location of buildings on adjacent properties EX. B
- 10. Names and Addresses of all other Persons, Firms or Corporations having a Legal or Equitable Interest in the Property:

NONE

Applicant must provide lease, purchase agreement or written authorization from Owner.

#### **DECLARATION:**

I, the applicant, do hereby declare that I am the owner, or the authorized agent of the owner, of the above, legally described property on which the request is proposed, and that the answers given herein are true to the best of my knowledge. I understand that if the request is granted, I am in no way relieved from all other applicable requirements of the City of Grosse Pointe Woods Zoning Ordinance.

By virtue of my application, I do hereby declare that the appropriate appointed officials and City staff responsible for the review of my application are given permission to visit and inspect the property regarding my petition in order to determine the suitability of the request.

mmnd Date: 10-29-2025

Applicant Signature: (

CHRIS MANNINO

Filing Fee: \$750.00 + Public Hearing Fee \$375

## CHARLES T. BERSCHBACK

Attorney and Counselor at Law 24053 JEFFERSON AVENUE ST. CLAIR SHORES, MICHIGAN 48080

(586) 777-0400 FAX (586) 777-0430 chipberschback@gmail.com \*NEW EMAIL ADDRESS

October 28, 2025

City of Grosse Pointe Woods Building Department 20025 Mack Plaza Grosse Pointe Woods, MI 48236

## AUTHORIZATION AND APPOINTMENT OF ATTORNEY CHARLES T. BERSCHBACK

We acknowledge and confirm that we have retained attorney Charles T. Berschback to act on our behalf for purposes of the Rezoning Application that was submitted for 1925-1929 Vernier Road, Grosse Pointe Woods, Michigan.

Mr. Berschback represents us individually and Jupiter Properties, LLC, located at 1925, 1927 and 1929 Vernier Road, and related properties.

Mr. Berschback is authorized to act on our behalf and deal with the City of Grosse Pointe Woods in all respects relating to this pending Rezoning Application and any other matters relating to other properties we own or have a beneficial interest in (e.g., LLCs), located in Grosse Pointe Woods.

JUPITER PROPERTIES, LLC

**CHRIS MANNINO** 

SHARYN MANNINO

BY: CHRIS MANNINO

Its: Owner

RECEIVED

OCT 28 2025

CITY OF GROSSE PTE WOODS BUILDING DEPARTMENT



City of Grosse Pointe Woods 20025 Mack Plaza Drive Grosse Pointe Woods, MI 48236-2397 (313) 343-2435 www.gpwmi us





3265 3 AV 0.545 3265-7

JUPITER PROPERTIES LLC C/O CHRISTOPHER MANNINO 318 TOURAINE CT GROSSE POINTE FARMS MI 48236-3360

## 2024 WINTER PROPERTY TAX NOTICE

County - October 1, 2024 - September 30, 2025 School - July 1, 2024 - June 30, 2025

PAYABLE DECEMBER 1, 2024 - FEBRUARY 14, 2025 WITHOUT INTEREST OR PENALTY

Tax payments are due by 5:00 p.m. on February 14, 2025 Office hours are 8:30 a.m. - 5:00 p.m., M-F

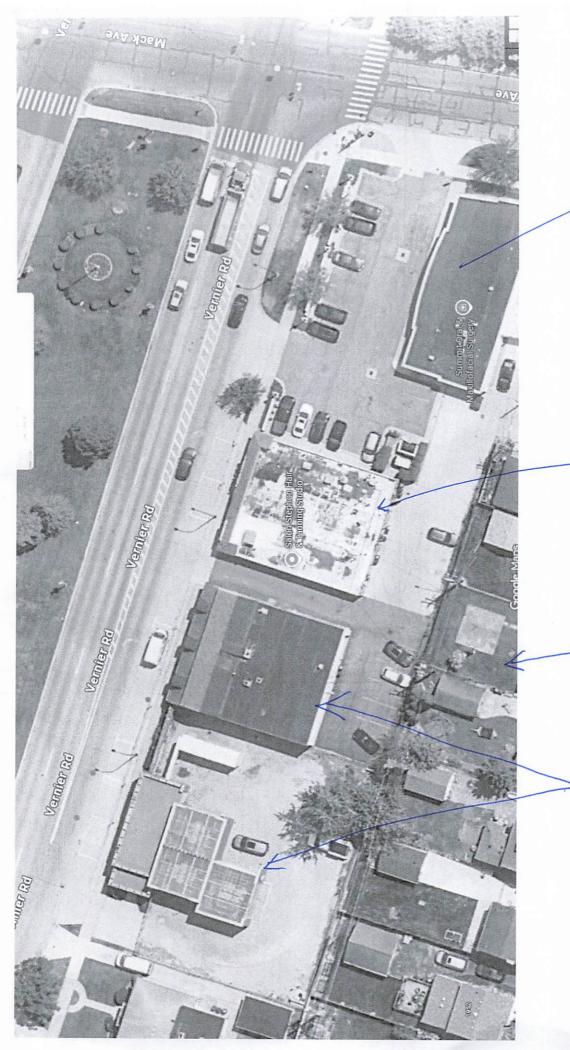
PROPERTY ADDRESS 1925 VERNIER RD

#### LEGAL DESCRIPTION

WD156A2B B2B D2 E1A F1A THE E 1/2 OF THE FOLLOWING DESCRIBED PARCEL THAT PART OF PRIVATE CLAIM 156 DESCRIBED AS BEGINNING AT A POINT ON THE SLY LINE OF VERNIER RD DISTANT S 69D 07M E 125 FT FROM THE NE CORNER OF LOT 1673 OF ARTHUR J SCULLYS EASTERN SUPER HIGHWAYS SUB NO 2 L 61 OF PLATS P44 AND PROCEEDING TH S 69D 07M E ALONG SAID S LINE 138.10 FT TH S 21D 07M W 81 FT TH S 69D 07M E 0.25 FT TH S 20D 53M W 29 FT TH N 69D 07M W 138 FT TH N 20D 53M E 110 FT TO THE POB 0.175 ACRE K

PARCEL ID No.: 40007 99 0003 000





Existing Zining

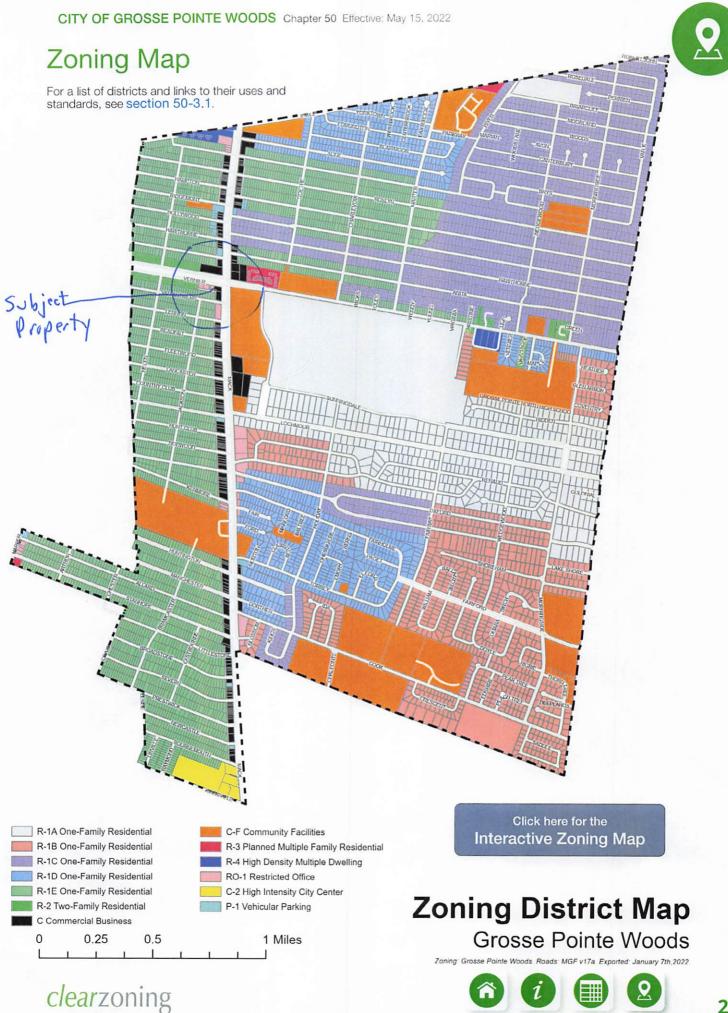
Summit: Commercial C

1925) Petitioner 19272 1929) R-01 Restricted Office

R1-E One family residential

R-01 Restricted Office

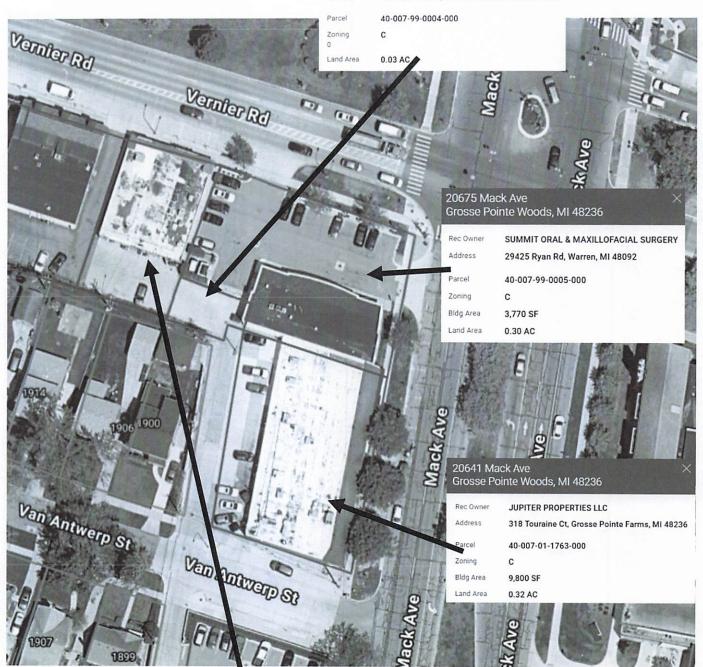




## 20655 Mack Ave Grosse Pointe Woods, MI 48236

Rec Owner SHARYN MANNINO

Address 318 Touraine Ct, Grosse Pointe Farms, MI 48236



**SUBJECT** 

Dimensions +/- 60' x 75'

## 1925 Vernier Rd Grosse Pointe Woods, MI 48236

010336 1 01116 110003, 1111 40236

Rec Owner JUPITER PROPERTIES LLC

318 Touraine Ct, Grosse Pointe Farms, MI 48236

Parcel 40-007-99-0003-000

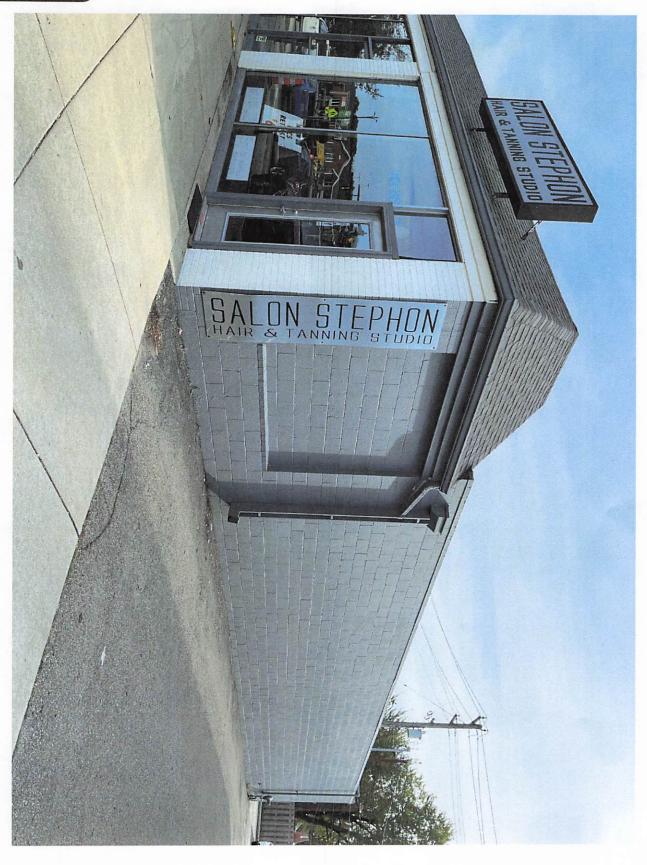
Zoning RO-1

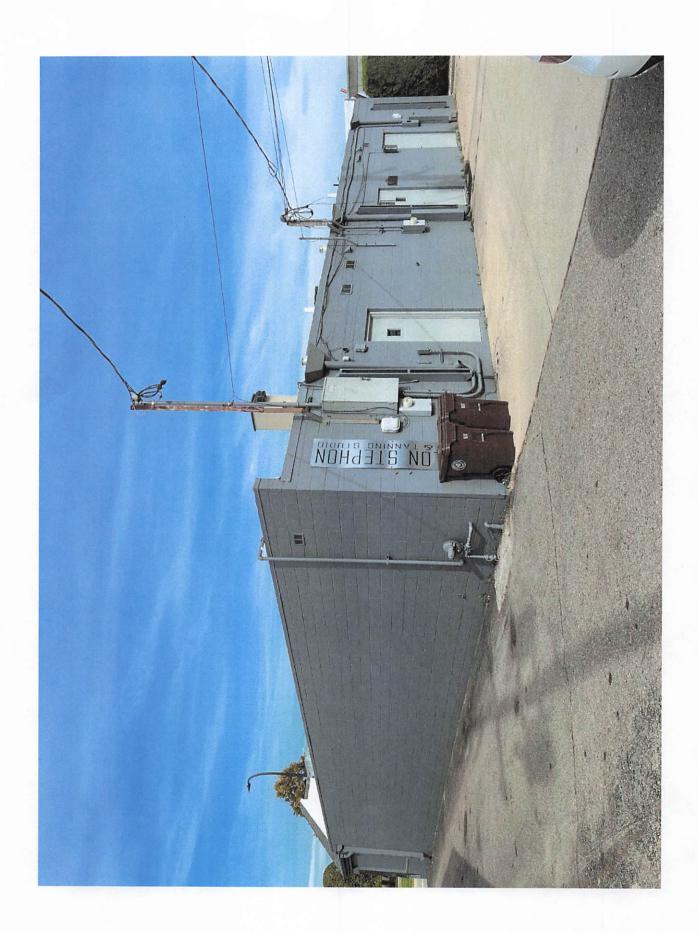
Bldg Area 4,380 SF

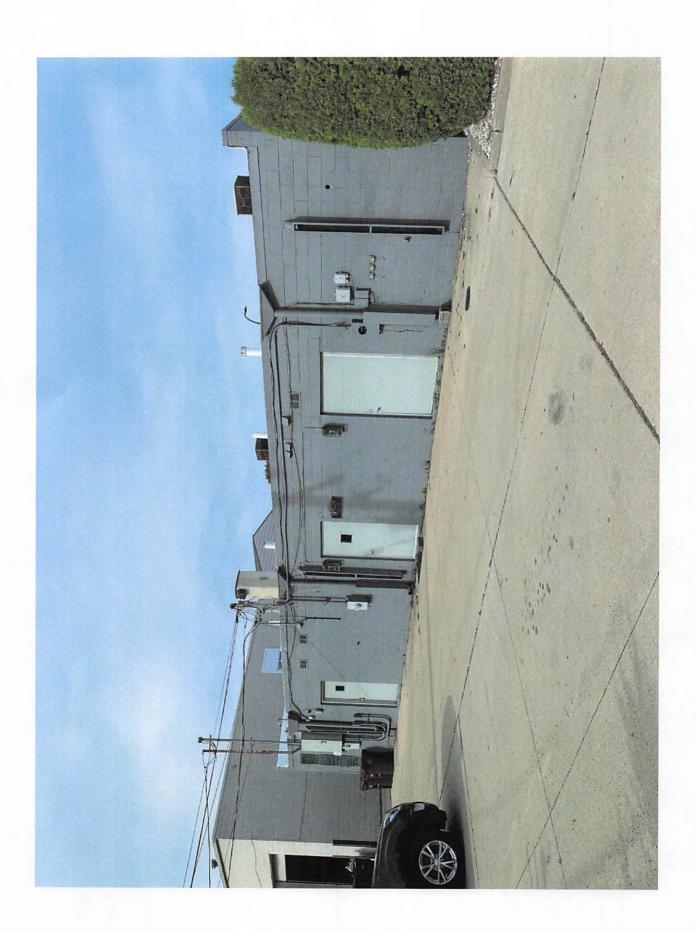
Land Area 0.17 AC

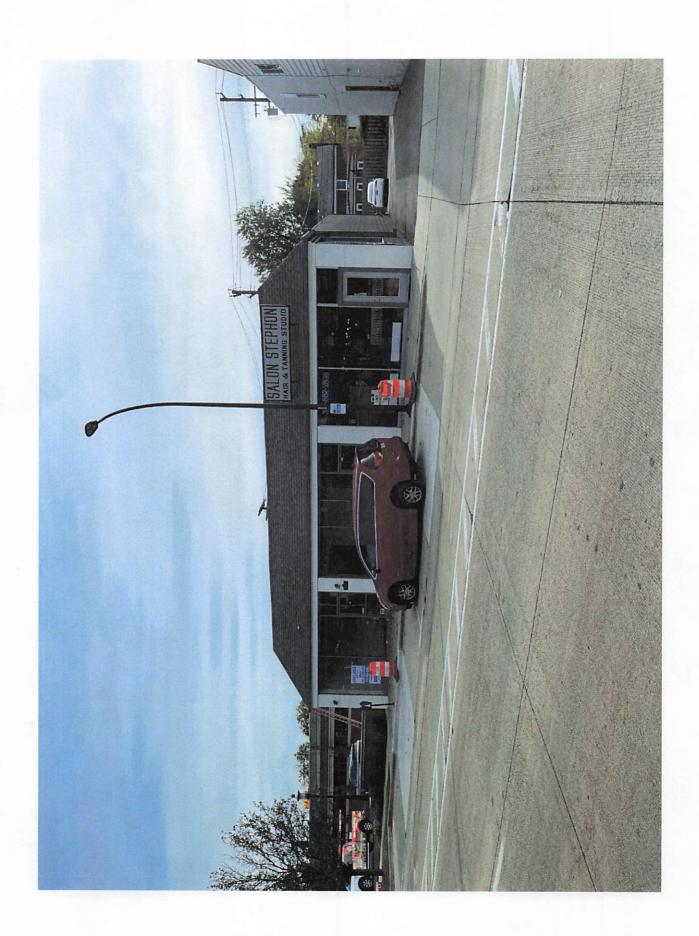
Address

TIBIHX3

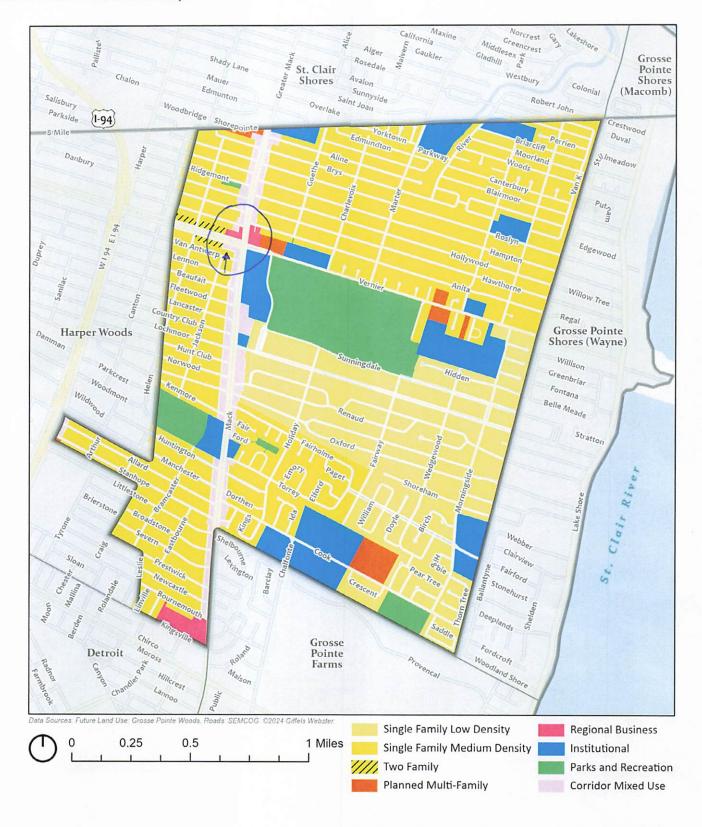








## MAP 2. Future Land Use Map









## Planned Multi-Family

This land use category includes residences of various styles at a density of approximately six (6) to eighteen (18) units an acre and corresponds to the R-3 and R-4 zoning districts.







## Corridor Mixed Use

This land use designation includes retail, restaurant, personal service, and office establishments which are designed for the day-to-day needs of nearby residents and are found along the Mack Avenue corridor and along its easternmost boundary of Harper Avenue that extends one-and-a-half blocks between Stanhope Street and just north of Allard Avenue. These facilities are intended to be located in close proximity to residential neighborhoods but with adequate buffering. These land uses equate to the City's C Commercial zoning district, P Parking district and some areas zoned RO-1 Restricted Office.









## **MCKENNA**



December 3, 2025

Planning Commission City of Grosse Pointe Woods 20025 Mack Plaza Grosse Pointe Woods, MI 48236

Subject: 21800 Marter Road: Rezoning (Map Amendment)

Parcel ID: 001-99-0001-000

Current Zoning: R-3, Planned Multiple Family Residential

Proposed Zoning: CF, Community Facilities

### Dear Commissioners,

Stucky Vitale Architects, on behalf of Assumption Greek Church, proposes to rezone 21800 Marter Road from the R-3, Planned Multiple Family Residential District to the CF, Community Facilities District. The rezoning is necessary to permit the construction of a 42,075 square foot multi-use facility with an indoor turf field and eight pickleball courts (primarily located in St. Clair Shores).

The subject site is located south of the border of St. Clair Shores, east of Marter Road and west of River Road, and is intersected by the Milk River. The multi-use facility is proposed to be constructed to the east of the existing church and accessory buildings on the site. The overall project site is highlighted below, and the specific parcel proposed for a rezoning that is within the municipal boundaries of Grosse Pointe Woods is detailed on the following page.





**Subject Site.** The Grosse Pointe Woods parcel requested for this rezoning is limited to the <u>pink triangle shaped</u> <u>parcel below</u>. The remainder of this project is located within St. Clair Shores and has been approved by their city. However, that project is dependent on the rezoning and site development approval of this subject parcel.





# Rezoning Review

## #1: MASTER PLAN AND FUTURE LAND USE CLASSIFICATIONS

Will the proposed amendment further the comprehensive planning goals and policies of the City and is the proposed amendment consistent with the Future Land Use Map of the Master Plan?

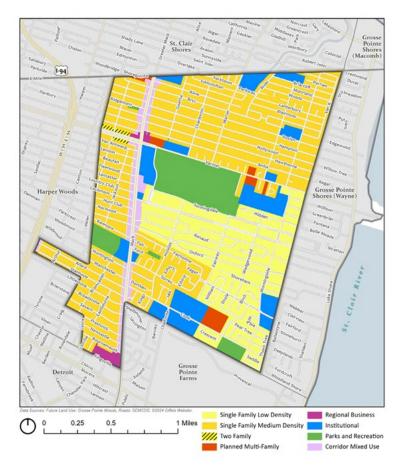
**Findings:** Alignment and harmony with the recently adopted Master Plan is achieved with this rezoning.

First, this rezoning is consistent with the following goal from the 2024 Master Plan: "Goal # 4 – Community Character: Strengthen sense of place, identity, and character throughout the City and its neighborhoods".

The proposed use will serve community members by providing an additional gathering space for both fellowship and recreation, anticipated to strengthen sense of place for Grosse Pointe Woods residents.

Second, this rezoning is consistent with the 2024 Master Plan's Future Land Use Map, which designates this area as *Institutional.* 

This is described in the text of the Master Plan as, "This land use designation is located where existing schools, places of worship, and public buildings are currently in operation within the City and fall primarily within residential neighborhoods. These land use designations align with the C-F. Community Facilities zoning designation. Should they no longer serve their original purpose, the City considers the preservation of open space to be a priority, along with other uses that support community services and fellowship. For areas along the City's major thoroughfares, exploring commercial, entertainment, and retail uses that would be advantageous to the community are preferred. Otherwise, these areas should align with a surrounding land use."









#### #2: INTENT AND USES OF THE ZONING ORDINANCE

Is the request in accordance with the basic intent and purpose of the Zoning Ordinance?

The basic intent and purpose of the Zoning Ordinance is to provide regulations on the uses of land and structures to promote and protect the public health, safety, and general welfare of the Grosse Pointe Woods community.

The chart below details the existing land use, current zoning, and the 2024 Master Plan Future Land Use designations; the surrounding property to the north and west is located within St. Clair Shores:

Location	Existing Land Use	Zoning Districts	Future Land Use Designation (2024 Master Plan)
Subject Site	Church and Accessory Buildings	R-3, Planned Multi Family Residential	Institutional
North	Single-Family Residential	RA, One-Family General Residential (St. Clair Shores)	Traditional Neighborhood (St. Clair Shores)
South	City of Grosse Pointe Woods Department of Public Works	C-F, Community Facilities	Institutional
East	Single-Family Residential	R1-C, One-Family Residential	Single Family Medium Density
West	Single-Family Residential	RA, One-Family General Residential (St. Clair Shores)	Traditional Neighborhood (St. Clair Shores)

**Findings: Intent Statements**. The Zoning Ordinance is intended to ensure harmonious, thoughtfully planned development – and this requires an understanding of the *purpose statements* and *permitted uses* in the two applicable districts. To summarize, the C-F, Community Facilities District is intended to provide land for public activities, such as public and private nonprofit recreational areas to better serve the needs of residents within the city.

Purpose Statement: Section 50-3.1.G: R-3, Planned Multi Family Residential	Purpose Statement: Section 50-3.1.I: C-F, Community Facilities
"The R-3 planned multiple-family residential development district is designed to permit residential use of land with various types of multiple dwellings and related uses. These areas would be located near major streets for good accessibility and be designed to complement adjacent single-family areas. Various types and sizes of residential accommodations for ownership or rental would thereby be provided to meet the needs of the different age and family groups in the community without causing excessive demands on existing community facilities, utilities, or services."	"The C.F. community facilities district is intended to provide suitable locations for desirable and necessary public activities, schools, continuing care retirement community, and public and private nonprofit recreational areas which serve the residents of the city, and to limit the location, size and character of such uses so that the activity which they generate does not become a nuisance and will not overburden the facilities of the city."



**Findings: Allowable Uses.** The uses permitted in the C-F, Community Facilities District include a mix of neighborhood amenities, such as schools, retirement communities, and recreational areas. The subject site's location within a residential neighborhood further aligns with the intent of the *Institutional* Future Land Use designation.

The proposed facility is to be constructed on the east side of the parcel, which borders the Milk River, and abuts single-family residential to the north, where screening is included on the St. Clair Shores site plan for buffering, in addition to an existing screening wall. We do not anticipate adverse impacts from noise or potential nuisances to impact the homes situated near the property, and additional screening and landscaping will be reviewed during the site plan development stage (should this rezoning be approved).

#### **#3: SPECIFIC ZONING ORDINANCE CRITERION**

Could all requirements in the proposed zoning classification be complied with on the subject parcel?

**Findings:** It appears that the subject site can comply with the basic dimensional standards of the C-F, Community Facilities District and that the proposed rezoning will not create a new non-conforming situation. The dimensional standards and other applicable Grosse Pointe Woods zoning requirements will be applied in the site development plan stage, should this rezoning be approved.



#### Conclusions

#### **PROCESS**

Following consideration of public comments received during the Public Hearing, the Planning Commission has the following available motions when considering a map amendment (rezoning):

- Recommendation to the City Council for approval of the rezoning; or
- Recommendation to the City Council for denial of the rezoning; or
- Table the application.

In the case of approval or denial, the Commission must specify the findings of fact which the decision is based upon.

#### RECOMMENDATION

It is recommended that the rezoning (map amendment) to the C-F, Community Facilities District at 21800 Marter Road be recommended for approval to the City Council, based on the following findings of fact:

- a. The rezoning is consistent with Goal #4 Community Character: Strengthen sense of place, identity, and character from the 2024 Master Plan.
- b. The rezoning brings the site closer to the intentions of the 2024 Master Plan's Future Land Use Plan, which designates the site as "Institutional".
- c. The uses permitted in the C-F, Community Facilities District, including space for public activities, schools, continuing care retirement communities, and public and private nonprofit recreational areas, are consistent with the proposed recreation facility that has been approved in St. Clair Shores.

If you have further questions, please do not hesitate to contact us.

Respectfully submitted,

**McKENNA** 

Paige Smith, NCI Assistant Planner

Paige Smith



October 27, 2025

City of Grosse Pointe Woods 20025 Mack Plaza Grosse Pointe Woods, MI 48236

Re:

Assumption Church Sports Facility Architects' Project No.: 2024.154

To Whom it May Concern:

Stucky-Vitale Architects, on behalf of Assumption Greek Church, are requesting a rezoning of a small portion of the property at 21800 Marter Road that lies in the City of Grosse Pointe Woods from the current zoning of Planned Multiple-Family Residential Development (R-3) to the zone of Community Facilities (C.F.), with special land use. The proposed project is the construction of a 42,075 square foot multi-use facility with an indoor turf field and 8 pickleball courts. The site contains an existing church building and accessory buildings. The rezoning to C.F., with special land use for a private noncommercial recreation center is being requested as it better fits the described use for the proposed project.

Sincerely,

John Vitale, AIA, NCARB

CEO/President

#### **CITY OF GROSSE POINTE WOODS**

#### 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 Phone (313) 343-2440

#### **REZONING APPLICATION**

Applicant: STUCK	VI VIIALL A		<del>-</del>				
Mailing Address:	27172 WOO	DWARD AV	E. RO	/AL	OAK	4806	7_
· ·	Street	_	C	ty		Zip	
Daytime Phone:	248-546-670	00	Fa	ax:	248-546-8454		
Property Owner:	ASSUMPTIO	ON GREEK	ORTHODOX	CHU	JRCH		
Mailing Address:	21800 MAR	TER ROAD,	ST CLAIR SH	IOF	IES, MI		
Daytime Phone:			Fa	ax: ˌ			
Project Manager:	(required)	JOHN VITA	LE		. –		
Mailing Address:	27172 WOO	DWARD AV	E. RO	/AL	OAK	48067	7
	Street		Ci	ty		Zip	
Daytime Phone:	248-546-670	0	Fa>	::	248-546-8454		_
Other Phone:							
Address of Prope	erty:21800	MARTER RO	DAD, ST CLA	RS	SHORES, MI		_
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	Purpose:						
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ROY Street Ci  Daytime Phone: 248-546-6700 Fa  Property Owner: ASSUMPTION GREEK ORTHODOX of Mailing Address: 21800 MARTER ROAD, ST CLAIR SH  Daytime Phone: Fa  Project Manager: (required) JOHN VITALE  Mailing Address: 27172 WOODWARD AVE. ROY Street Ci  Daytime Phone: 248-546-6700 Fax  Other Phone: 248-546-6700 Fax  Other Phone: 21800 MARTER ROAD, ST CLAIR  Legal Description of Property: WD656A2 657A2 THAT PART OF PRIVATE CLAIMS 656 AND 65 POINT ON THE N LINE OF WAYNE COUNTY DISTANT N 72D 0 LINE OF PC 657 AND N 72D 05M 09SEC W 1298.73 FT ALONG 00M 39SEC W ALONG THE N LINE OF WAYNE COUNTY 541.85 NLY LINE OF PC 657 THE ELY LINE OF THE CITY OF GROSSE 00M 39SEC W ALONG THE N LINE OF THE CITY OF GROSSE 00M 39SEC W ALONG SAID COUNTY LINE 622.90 FT THE S 72 20M 49SEC E 232.25 FT TO THE POB 1.10 ACRES K 1.10  Permanent Parcel Number: 40 001 99 0001 000	Mailing Address: 27172 WOODWARD AVE. ROYAL Street City  Daytime Phone: 248-546-6700 Fax:  Property Owner: ASSUMPTION GREEK ORTHODOX CHU Mailing Address: 21800 MARTER ROAD, ST CLAIR SHOP Daytime Phone: Fax:  Project Manager: (required) JOHN VITALE  Mailing Address: 27172 WOODWARD AVE. ROYAL Street City  Daytime Phone: 248-546-6700 Fax:  Other Phone: 21800 MARTER ROAD, ST CLAIR S  Legal Description of Property: 41800 MARTER ROAD, ST CLAIR S  Legal Description of Property: WD656A2 657A2 THAT PART OF PRIVATE CLAIMS 656 AND 657 D  POINT ON THE N LINE OF WAYNE COUNTY DISTANT N 72D 04M LINE OF PC 657 AND N 72D 05M 09SEC W 1298.73 FT ALONG THE 00M 39SEC W ALONG THE N LINE OF WAYNE COUNTY 541.83 FT NLY LINE OF PC 657 THE ELY LINE OF THE CITY OF GROSSE PC 00M 39SEC W ALONG SAID COUNTY LINE 622.90 FT THE S 72D 0 20M 49SEC E 232.25 FT TO THE POB 1.10 ACRES K 1.10  Permanent Parcel Number: 40 001 99 0001 000	Mailing Address: 27172 WOODWARD AVE. ROYAL OAK Street City  Daytime Phone: 248-546-6700 Fax: 248-546-8454  Property Owner: ASSUMPTION GREEK ORTHODOX CHURCH  Mailing Address: 21800 MARTER ROAD, ST CLAIR SHORES, MI  Daytime Phone: Fax:  Project Manager: (required) JOHN VITALE  Mailing Address: 27172 WOODWARD AVE. ROYAL OAK Street City  Daytime Phone: 248-546-6700 Fax: 248-546-8454  Other Phone: 21800 MARTER ROAD, ST CLAIR SHORES, MI  Legal Description of Property: 21800 MARTER ROAD, ST CLAIR SHORES, MI  Legal Description of Property: 21800 MARTER ROAD, ST CLAIR SHORES, MI  Legal Description of Property: 21800 MARTER ROAD, ST CLAIR SHORES, MI  Legal Description of Property: 21800 MARTER ROAD, ST CLAIR SHORES, MI  LINE OF PC 657 AND N 72D 05M 09SEC W 1298.73 FT ALONG THE NLY LINE OF PC 650 MAYNE COUNTY S1.83 FT FROM THE INTENS NLY LINE OF PC 657 THE ELY LINE OF THE CITY OF GROSSE POINTE WOODS AND FOMM 39SEC W ALONG THE N LINE OF WAYNE COUNTY S1.83 FT FROM THE INTENS NLY LINE OF PC 657 THE ELY LINE OF THE CITY OF GROSSE POINTE WOODS AND FOMM 39SEC W ALONG SAID COUNTY LINE 622.90 FT THE S 72D 01M 44SEC E 475.18 F 20M 49SEC E 232.25 FT TO THE POB 1.10 ACRES K 1.10  Permanent Parcel Number: 40 001 99 0001 000	Mailing Address:  27172 WOODWARD AVE. ROYAL OAK 4806 Street City Zip  Daytime Phone: 248-546-6700 Fax: 248-546-8454  Property Owner: ASSUMPTION GREEK ORTHODOX CHURCH  Mailing Address: 21800 MARTER ROAD, ST CLAIR SHORES, MI  Daytime Phone: Fax: Fax: Project Manager: (required) JOHN VITALE  Mailing Address: 27172 WOODWARD AVE. ROYAL OAK 4806: Street City Zip  Daytime Phone: 248-546-6700 Fax: 248-546-8454  Other Phone: Address of Property: 21800 MARTER ROAD, ST CLAIR SHORES, MI  Legal Description of Property: W0656A2 657A2 THAT PART OF PRIVATE CLAIMS 656 AND 657 DESCRIBED AS BEGINNING AT A POINT ON THE N LINE OF PWAYNE COUNTY DISTANT N 72D 04M 01SEC W 863.08 FT ALONG THE LINE OF PC 657 AND N 72D 05M 09SEC W 1298.73 FT ALONG THE NLY LINE OF PC 657 AND N 89 00M 39SEC W ALONG SAID COUNTY LINE OF THE CITY OF GROSSE POINTE WOODS AND PROC TH NE 00M 39SEC W ALONG SAID COUNTY LINE OF THE CITY OF GROSSE POINTE WOODS AND PROC TH NE 00M 39SEC E 232.25 FT TO THE POB 1.10 ACRES K 1.10  Permanent Parcel Number: 40 001 99 0001 000

Attach a detailed written statement fully explaining your request. 8. Present Use of Property: CHURCH 9. Attach an Accurate Drawing of the Site Showing: Property boundaries a) Existing buildings b) Unusual physical features of the site or building c) Abutting streets d) Existing zoning on adjacent properties e) f) Location of buildings on adjacent properties 10. Names and Addresses of all other Persons. Firms or Corporations having a Legal or Equitable Interest in the Property: ASSUMPTION GREEK CHURCH 21800 MARTER ROAD, ST CLAIR SHORES, MI Applicant must provide lease, purchase agreement or written authorization from Owner. **DECLARATION:** I, the applicant, do hereby declare that I am the owner, or the authorized agent of the owner, of the above, legally described property on which the request is proposed, and that the answers given herein are true to the best of my knowledge. I understand that if the request is granted. I am in no way relieved from all other applicable requirements of the City of Grosse Pointe Woods Zoning Ordinance. By virtue of my application, I do hereby declare that the appropriate appointed officials and City staff responsible for the review of my application are given permission to visit and inspect the property regarding my petition in order to determine the suitability of the request. Date: \0/22/2026 Applicant Signature:

Filing Fee: \$750.00 + Public Hearing Fee \$375



#### Assumption Greek Orthodox Church

21800 Marter Rd. St. Clair Shores, MI 48080 -2599 • Tel: 586.779.6x11 Fax: 586.779-8369 Web: www.goassumption.org



From the desk of

Rev. Dr. Michael Varlamos, PhD

fmichaelnv@icloud.com

October 27, 2025

City of Grosse Pointe Woods 20025 Mack Plaza Drive Grosse Pointe Woods, MI 48236

To Whom It May Concern,

This letter serves as approval by the Assumption Greek Orthodox Church to rezone the property at 21800 Marter Rd from Multifamily to Community Facilities.

Furthermore, I approve Stucky – Vitale Architects to proceed with the request for a Rezoning of the portion of the parcel that lies in Grosse Pointe Woods.

Yours truly,

Rev. Dr. Michael Varlamos

Priest

Assumption Greek Orthodox Church

## ASSUMPTION CHURCH SPORTS FACILITY

#### 21800 MARTER RD, ST CLAIR SHORES, MI 48080

ARCHITECT STUCKY VITALE ARCHITECTS

27172 WOODWARD AVENUE. (248)-546-6700

#### **PROJECT OWNER**

ASSUMPTION GREEK ORTHODOX CHURCH 21800 MARTER ST CLAIR SHORES, MI 48080

DR.	AWINGS ARE NUMBERE		
_	<b>A</b> 00	1	G TO THE FOLLOWING CONVENTIONS  AWING SEQUENCE NUMBER
	CIPLINE SIGNATOR	DR	AWING TYPE DESIGNATOR
		0	GENERAL, LEGENDS
G	GENERAL	1	PLANS
LS		2	REFLECTED CEILING PLANS
C	CIVIL	3	EXTERIOR ELEVATIONS
L	LANDSCAPE	4	SECTIONS
S	STRUCTURAL	5	ENLARGED PLANS
AD	ARCHITECTURAL	6	INTERIOR ELEVATIONS
	DEMOLITION	7	INTERIOR AND MILLWORK DETAILS
A	ARCHITECTURAL	8	DETAILS
F	FINISH INFORMATION	9	DOOR AND WINDOW SCHEDULES A
P	PLUMBING		DETAILS
M	MECHANICAL		
E	ELECTRICAL		

DETAILS DOOR AND WINDOW SCHEDULES AND

	SHEET INDEX - GENERA	L	
DWG#	DRAWING NAME	ISSUED FOR	DATE
G001	COVER SHEET, GENERAL INFORMATION, DRAWING INDEX	ZBA	10.22.25
DRAWIN	GS: 1		
	SHEET INDEX - ARCHITECTU	JRAL	
DWG#	DRAWING NAME	ISSUED FOR	DATE
A001	PRELIMINARY SITE PLAN	ZBA	10.22.25
A010	LANDSCAPE PLAN	ZBA	10.22.25
A100	COMPOSITE FLOOR PLAN	ZBA	10.22.25
A301	EXTERIOR ELEVATIONS	ZBA	10.22.25
A302	EXTERIOR ELEVATIONS- MATERIAL	ZBA	10.22.25
DRAWIN	GS: 5		

NOTE:
THESE CONSTRUCTION DRAWINGS WERE PREPARED FOR COMPLIANCE WITH THE MICHIGAN CONSTRUCTION CODES IN EFFECT AT THE TIME OF PERMIT SUBMITTAL. ALL ENGINEERS, CONTRACTORS AND SUPPLIERS INVOLVED WITH THIS PROJECT SHALL COMPLY WITH THE SAME CODES, ISSUED AND APPROVED CODE MODIFICATIONS AND/OR CITY CODE AUTHORITY CONSTRUCTION BOARDS OF APPEALS RULINGS AND WHENEVER REQUIRED SHALL PROVIDE SHOP DRAWINGS AND SUBMITTALS CLEARLY DESCRIBING COMPLIANCE TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE FOR REVIEW AND APPROVAL

#### PROJECT INFORMATION

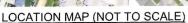
PROJECT DESCRIPTION CONSTRUCTION OF A 42,075 SQUARE FOOT MULTI-USE FACILITY WITH AN INDORT TURF FIELD AND 8 PICKLEBAL COURTS ON AN EXISTING 402,964 SQUARE FOOT STIET: THE SITE CONTAINS AN EXISTING 51,681 SQUARE FOOT CHURCH BUILDING.

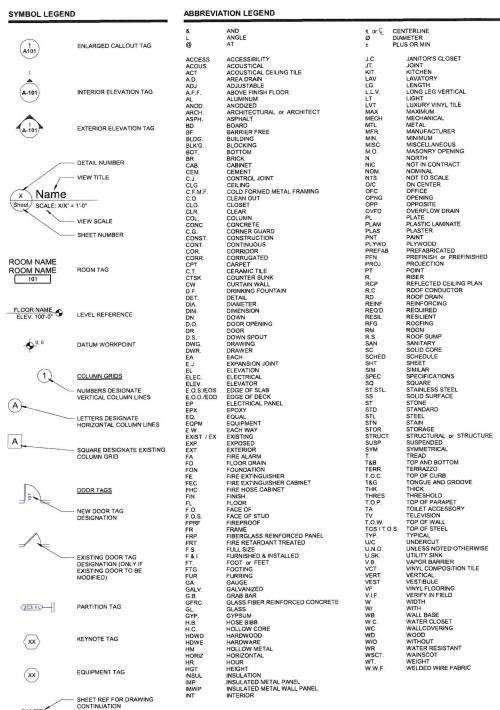
APPLICABLE CODES:
2021 MICHIGAN BUILDING CODE (MBC)
2021 MICHIGAN MECHANICAL CODE (MMC)
2021 MICHIGAN PLUMBING CODE (MPC)
2021 MICHIGAN PLUMBING CODE (MPC)
2021 MICHIGAN ENERGY CODE (MEC)
2021 MICHIGAN ENERGY CODE (MEC)
2021 MICHIGAN ENERGY CODE (MEC)
2021 ANTONA ELECTRICAL CODE (NEC)
2012 NFPA 101 LIFE SAFETY CODE

#### CHAPTER 3 - USE AND OCCUPANCY CLASSIFICATION

CHAPTER 6 - TYPES OF CONSTRUCTION



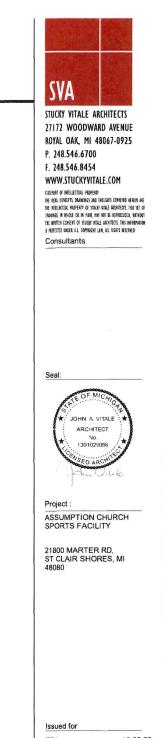




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MATCH LINE

SHEET REF FOR DRAWING CONTINUATION



ZBA 10.22.25 Drawn by Checked by JAV. MJB

WEIGHT WELDED WIRE FABRIC

Sheet Title

Project No. 2024.154 Sheet No. G001

#### LEGAL DESCRIPTION

ASSESSORS PLAT NO 3 LOTS 16, 17 LOT 18 EXC WLY 110 FT AS MEAS ALG S LOT LINE LOT 19 & ALSO PT OF LOT 20 DESC AS FOLL BEG AT NW COR LOT 20 TH ELY ALG N LINE LOT 20 76.65 FT TH S47" 20"44" 201.56 FT TH WLY ALG SLY LINE LOT 20 TO SW COR LOT 20 TH NELY TO POB

#### SITE INFO

SITE AREA:

402,964 SQFT TOTAL
(354,776 SQFT IN ST CLAIR SHORES)
(48,188 SQFT IN GROSSE POINTE WOODS)
52,661 SQFT (13,06% OF TOTAL SITE AREA)
(51,661 SQFT (14,56% OF SCS SITE AREA)
(1,000 SQFT / 2% OF GPW SITE AREA)
42,075 SQFT (19,43% OF TOTAL SITE AREA)
(34,567 SQFT / 15,564% OF SCS SITE AREA)
(7,488 SQFT / 15,54% OF GPW SITE AREA) EXISTING BUILDING AREA:

PROPOSED BUILDING AREA:

23.49% OF TOTAL SITE AREA

EXISTING PARKING SPACES: 268 SPACES (INCLUDING HANDICAP)





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Consultants



ASSUMPTION CHURCH SPORTS FACILITY

21800 MARTER RD, ST CLAIR SHORES, MI 48080

Key Plan:



ZBA

10.22.25

Drawn by :

Checked by :

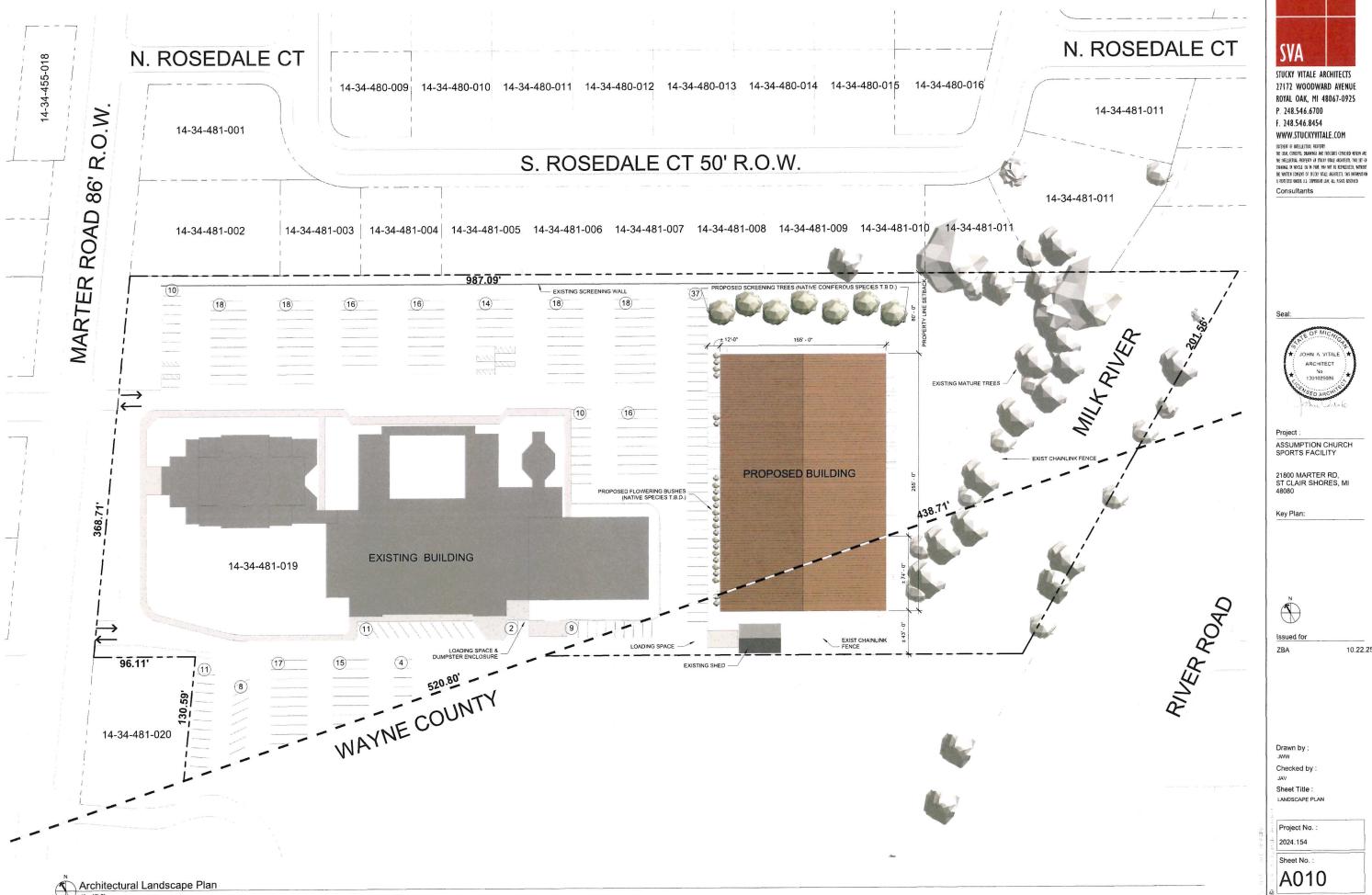
Sheet Title :

PRELIMINARY SITE PLAN

Project No. 2024.154

Sheet No. :

A001





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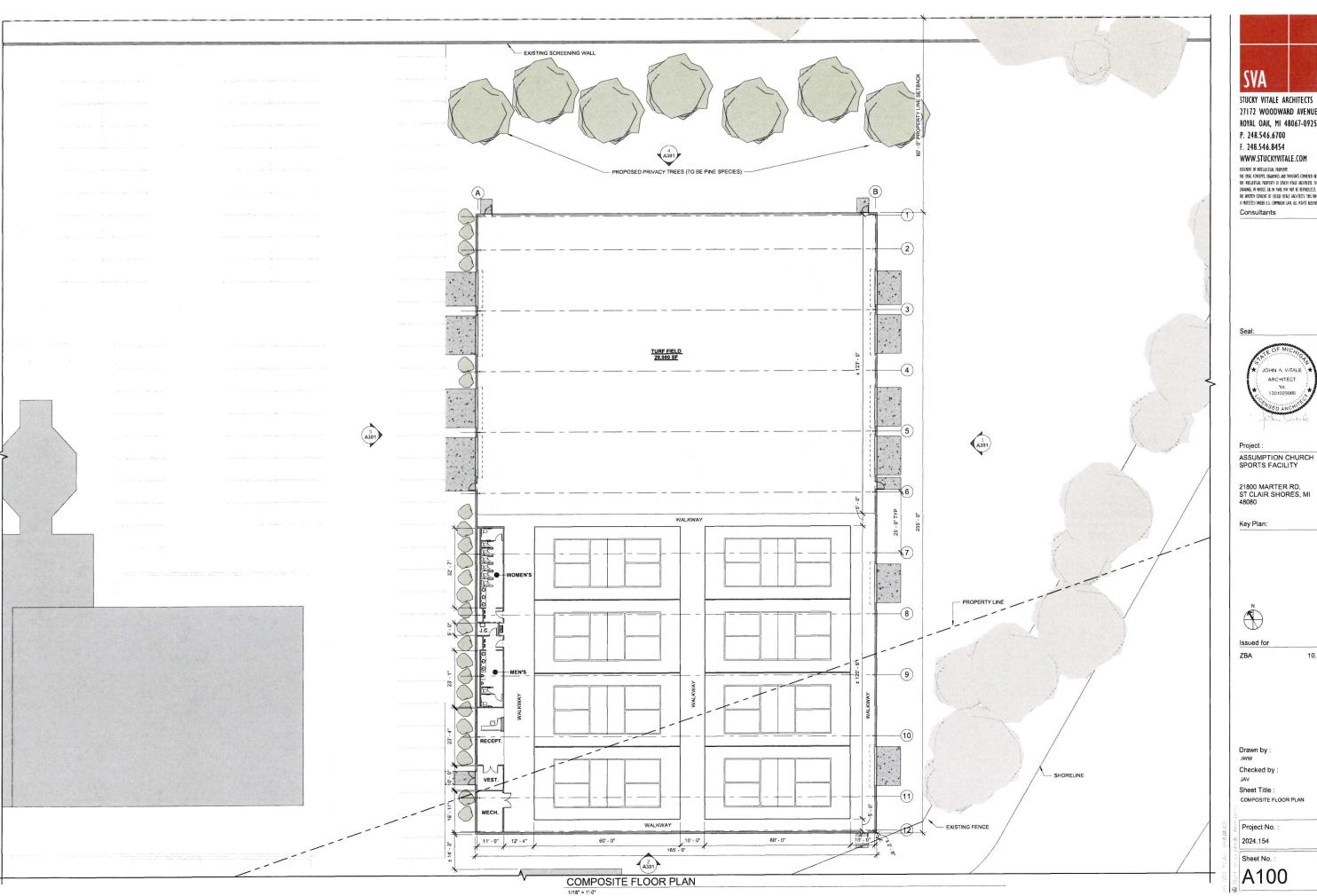
ASSUMPTION CHURCH SPORTS FACILITY

21800 MARTER RD, ST CLAIR SHORES, MI

10.22.25

LANDSCAPE PLAN

A010





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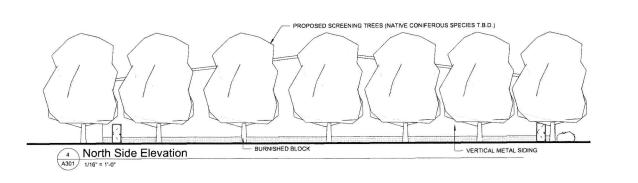
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COMPOSITE FLOOR PLAN

10.22.25



PROPOSED SCREENING TREES (NATIVE CONIFEROUS SPECIES T.B.D.)

BURNISHED BLOCK

EXISTING BUILDING

South Side Elevation

1/16" = 1'-0"

#### **BUILDING MATERIALS**

- SPLITFACE CMU SKIRT @ 24" TALL (SURROUNDING BUILDING)
   COLOR TO MATCH EXISTING BUILDING
   STANDING SEAM METAL ROOF
   COLOR TO BE LIGHT TAN
   METAL SIDING
   COLOR TO MATCH MASONRY SKIRT



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ASSUMPTION CHURCH SPORTS FACILITY

21800 MARTER RD, ST CLAIR SHORES, MI 48080

Key Plan:



Issued for

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10.22.25

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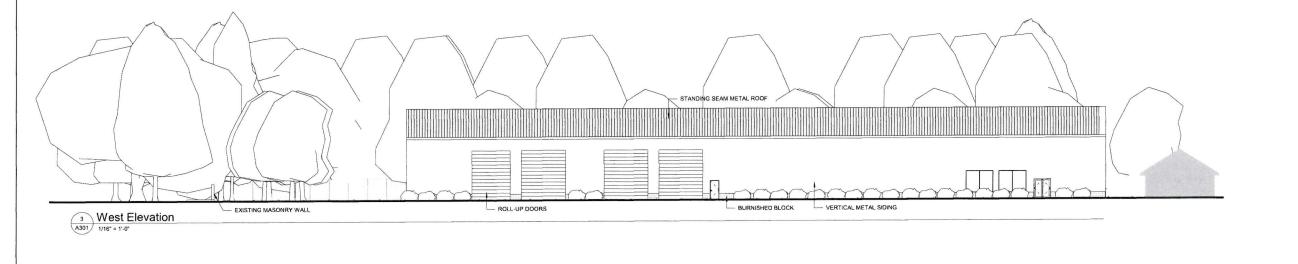
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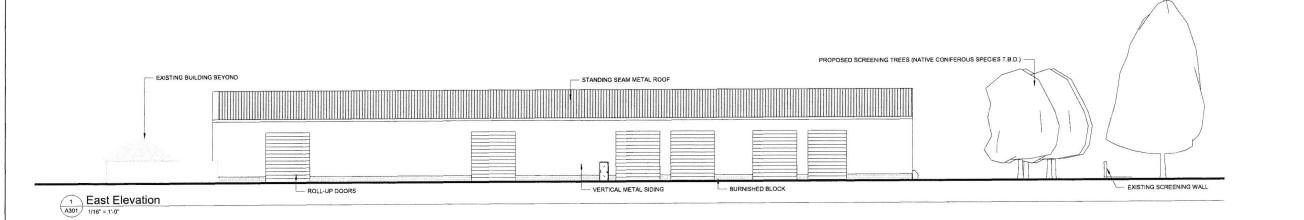
EXTERIOR ELEVATIONS

Project No. : 2024.154

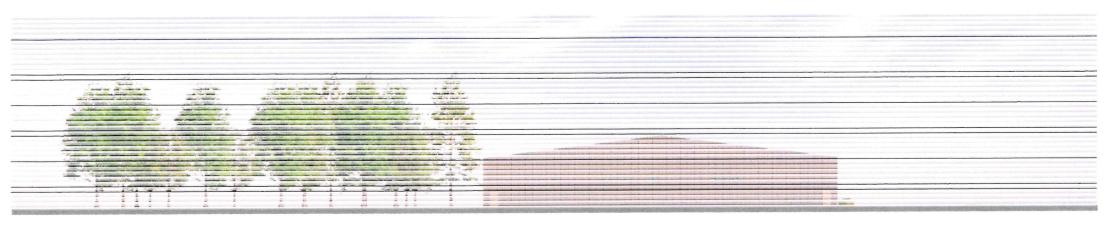
Sheet No. :

A301





VERTICAL METAL SIDING



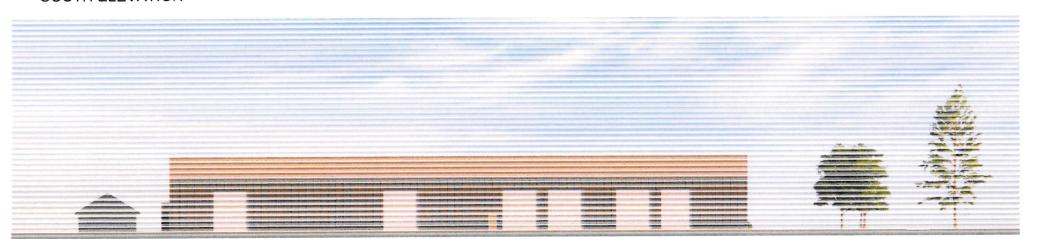
#### NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION



**EAST ELEVATION** 

#### BUILDING MATERIALS

- SPLITFACE CMU SKIRT @ 24' TALL (SURROUNDING BUILDING)
   COLOR TO MATCH EXISTING BUILDING
   COLOR TO BE LIGHT TAN
  METAL SIDING
   COLOR TO MATCH MASONRY SKIRT



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ASSUMPTION CHURCH SPORTS FACILITY

21800 MARTER RD, ST CLAIR SHORES, MI 48080

Key Plan:



Issued for ZBA

10.22.25

Drawn by : AC, JWW

Checked by : JAV, MJB

Sheet Title: EXTERIOR ELEVATIONS-MATERIAL

Project No. 2024.154

Sheet No. :

A302

#### MCKENNA



#### Memorandum

Project Name: Eastside Dermatology - Site Plan Amendment

Address / Parcel ID: 20030 Mack Avenue / 012-04-0026-000

Zoning District: RO-1, Restricted Office From: Laura Haw, AICP, NCI Date: December 3, 2025

#### PROJECT BACKGROUND

In February 2024, Eastside Dermatology received Site Plan approval from the Planning Commission to construct a one-story addition to an existing medical office building and to make improvements to the parking lot and drive approaches. At that time, the project scope also included selective demolition of the existing structure.

#### **REVISED PLANS / REQUEST**

Since this approval, the applicant's desired scope of work has changed, as outlined below. <u>No</u> changes are proposed to the interior floor plans or building façade as previously approved. The changes today are limited to the site's exterior, primarily to increase accessibility. This includes changes to the parking lot, screening and landscaping, front porch, and removal of the garage, which are further detailed below:

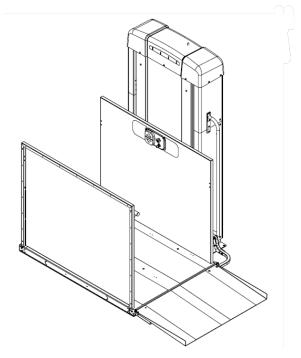
**Front Entrance ADA Lift.** The ADA ramp to the front entrance has been removed. Instead, a wheelchair lift is proposed (pictured right). The applicant anticipates a 36" x 48" platform for 48" service height or less; the lift height is 77" (6'-5") with a maximum height of 89" (7'-5"). The lift is constructed out of white aluminum.

<u>Findings</u>: The lift will be more accessible for patrons, improving their ease of access to care.

In addition, the elimination of the entrance ramp allows for greater landscaping near the front building area, which helps to soften the corner of Mack and Faircourt.

**ADA Parking and Curb Cuts.** Two new ADA parking spaces are proposed off Faircourt, with a new 25-foot-wide curb cut (ingress and egress drive).

<u>Findings</u>: The elimination of green space and the addition of more impervious surface along Faircourt is not ideal, however this will provide barrier free, ADA parking closer to the building. The width of the





pavement (of these two parking spaces) is the minimum possible by law to accommodate ADA parking, for a total width of 21-feet. To minimize the impact on Faircourt, the ADA parking spaces have been moved as close as possible to the front building entrance, 13-feet, 3-inches from the adjacent property line.

For screening of the two ADA parking spaces, a new landscape hedge (running perpendicular to Faircourt) is proposed, consisting of evergreen shrubs (42-inches in height) which will provide a year-round buffer. The site plan has also been updated to reflect the two existing trees located in this area, which are to remain and will continue to soften the site.

**Garage Demolition.** Previously, the existing detached garage was to remain. It is now proposed to be demolished and replaced with pavement, which will give additional maneuvering space in the parking area.

<u>Findings:</u> The removal of the garage allows the three parking spots directly in front of this structure to be pulled further into the site, giving greater space for reversing and maneuvering. This is an improvement to site circulation and safety.

The demolition of the garage will remove a natural screening device between the adjacent residential property and Mack Avenue. To address this, an extension of the existing 6-foot in height shadowbox privacy fence is proposed to provide a consistent screen along the property. As a 6-foot in height fence, the neighbor's approval is required; otherwise, a 4-foot in height fence could be installed.

Evergreen screening (11 arborvitae, 8-feet in height), are proposed adjacent to the fence line to further offer year-round screening. The existing mature trees in this area will also remain.

#### **NEXT STEPS**

Based on compliance with the Zoning Ordinance, it is recommended that the Amended Site Plan for 20030 Mack Avenue, Eastside Dermatology, be approved. This recommendation is contingent on the applicant updating the "Project Description" on the cover page to reference the lift and on neighbor approval for the construction of a 6-foot in height privacy fence (reduced to 4-feet in height otherwise).

The following is a draft motion for your consideration:

I move to grant amended Site Plan approval for Eastside Dermatology at 20030 Mack Avenue to incorporate minor modifications to the front entrance; the creation of two, off-street parking spaces onto Faircourt; the demolition of the existing garage; and the installation of additional landscaping and fencing, subject to the conditions outlined in the planners report.

# EASTSIDE DERMATOLOGY

## 20030 MACK AVE. **GROSSE POINTE WOODS 48236**

## **ARCHITECT**

STUCKY VITALE ARCHITECTS 27172 WOODWARD AVENUE ROYAL OAK, MICHIGAN 48067 (248) 546-6700

## MEP ENGINEER

DIN ENGINEERING 33228 W. 12 MILE RD. UNIT 227 **FARMINGTON HILLS, MI 48334** 

#### **PROJECT INFORMATION**

3 EXAM ROOM ADDITION AND INTERIOR RENOVATION OF EXISTING DERMATOLOGY OFFICE. DEMOLITION OF EXISTING ENTRY RAMP AND CONSTRUCTION OF NEW BARRIER FREE ACCESS RAMP.

EXISTING BUILDING: 1,417 GSF NEW ADDITION: 430 GSF

2010 ADA STANDARDS FOR ACCESSIBLE DESIGN (DOJ) MBC-2015, CHAPTER 11 ICC / ANSI 117.1 - 2009, EXCEPT SECTION 611 & 707

MAX LOT COVERAGE: 40%

#### CHAPTER 3 - USE AND OCCUPANCY CLASSIFICATION

BUSINESS (B) 1,864 SF / 100 SF = 19 OCCUPANTS (BUSINESS)

#### **CHAPTER 5 - GENERAL BUILDING HEIGHTS AND AREAS**

BUSINESS (B) TYPE VB (NON-SPRINKLER) ALLOWABLE AREA = 9,000 SF ALLOWABLE HEIGHT = 40 FT (2-STORIES)

#### **CHAPTER 6 - TYPES OF CONSTRUCTION**

(MBC 2015 CODE REFERENCE TABLE 601)



## SHEET DESIGNATION

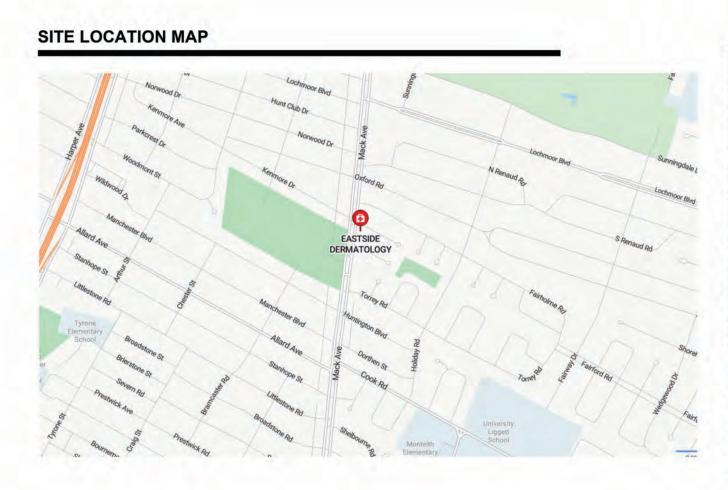
DRAWINGS ARE NUMBERED ACCORDING TO THE FOLLOWING CONVENTIONS:

DISCIPLINE DESIGNATOR

G GENERAL AD ARCHITECTURAL DEMOLITION A ARCHITECTURAL DRAWING TYPE DESIGNATOR GENERAL, LEGENDS

DRAWING SEQUENCE NUMBER

3 EXTERIOR ELEVATIONS 4 SECTIONS



	SHEET INDEX - GENERAL		
DWG#	DRAWING NAME	ISSUED FOR	DATE
G001	COVER SHEET, GENERAL INFORMATION, DRAWING INDEX	WHEELCHAIR LIFT	12.02.25
DRAWIN	GS: 1	THE STREET, STATE OF THE STATE	
	SHEET INDEX - ARCHITECTURAL D	EMOLITION	
DWG#	DRAWING NAME	ISSUED FOR	DATE
AD100	DEMO FLOOR PLAN	WHEELCHAIR LIFT	12.02.25
DRAWIN	GS: 1	444	
	SHEET INDEX - ARCHITECTU	IRAL	
DWG#	DRAWING NAME	ISSUED FOR	DATE
A001	ARCHITECTURAL SITE PLAN	WHEELCHAIR LIFT	12.02.25
A011	FLOOR PLANS	WHEELCHAIR LIFT	12.02.25
A301	EXTERIOR ELEVATIONS N/S	WHEELCHAIR LIFT	12.02.25
A302	EXTERIOR ELEVATIONS E/W	WHEELCHAIR LIFT	12.02.25
A311	EXTERIOR 3D VIEWS	WHEELCHAIR LIFT	12.02.25
DRAWIN	GS: 5	11 [1	

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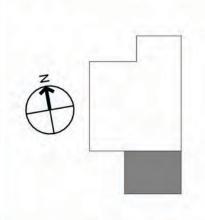
STATEMENT OF INTELLECTUAL PROPERTY: THE INTELLECTUAL PROPERTY OF STUCKY VITALE ARCHITECTS. THIS SET OF Consultants



DERMATOLOGY

20030 MACK AVE. **GROSSE POINTE** WOODS 48236

Key Plan:



Issued for

SITE PLAN REVIEW 02.20.24 BUILDING PERMIT 06.17.24 REVISED SCHEME 07.16.24 SITE PLAN 09.06.24 **APPROVAL** 

REVISED SITE PLAN 10.04.24 CITY UPDATE 01.22.25 BUILDING PERMIT 03.03.25 WHEELCHAIR LIFT 12.02.25

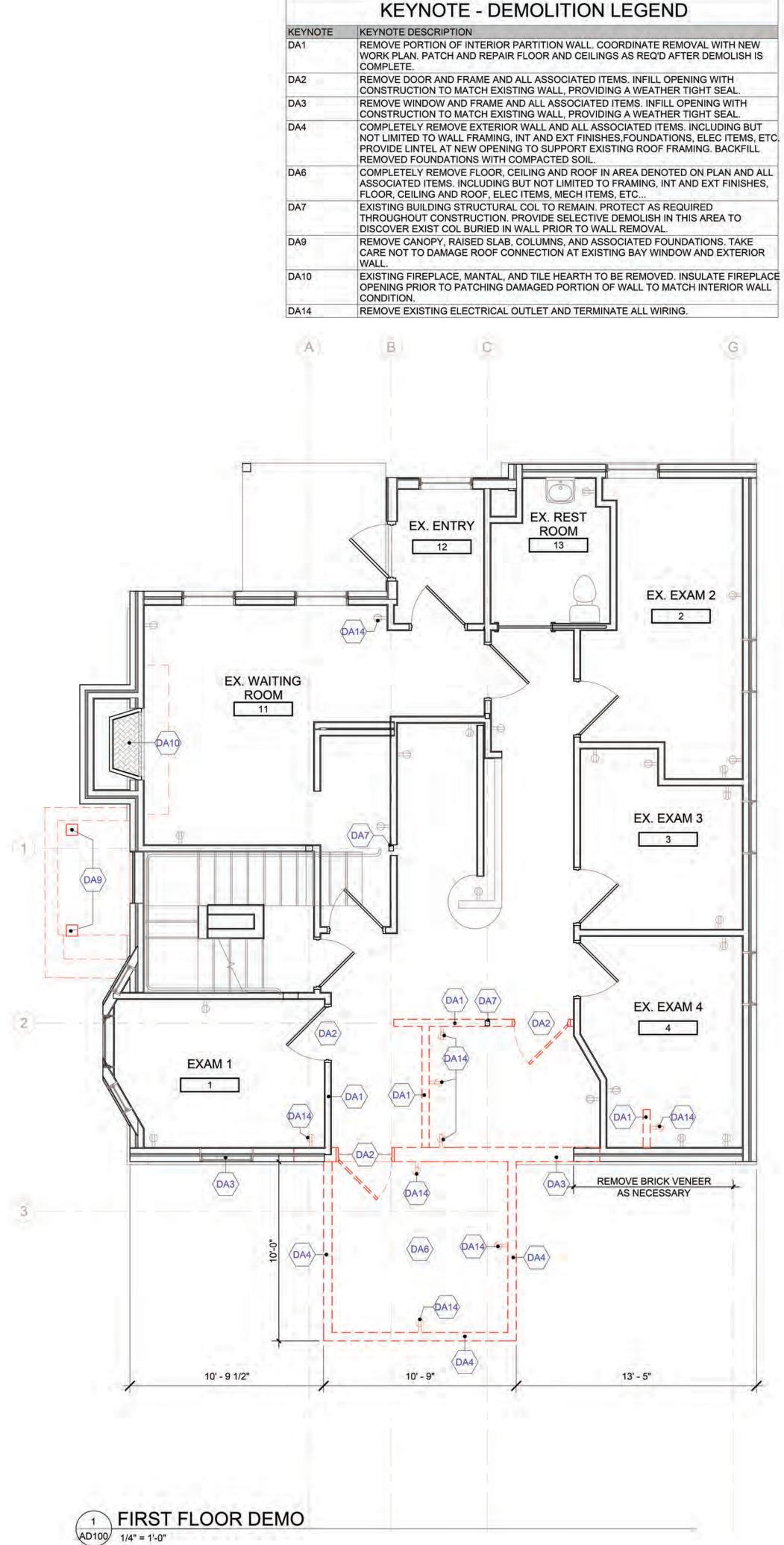
Drawn by: SK, DCM, JPM Checked by

Sheet Title:

COVER SHEET, GENERAL INFORMATION, DRAWING

Project No. :

Sheet No.:



#### END DEMOLITION PLAN NOTES

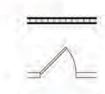
- 1. ALL DEMOLITION WORK REQUIRED IS NOT NECESSARILY LIMITED TO WHAT IS SHOWN ON THE DEMOLITION PLANS. THE INTENT IS TO REMOVE ALL MECHANICAL, ELECTRICAL, AND ARCHITECTURAL ITEMS AS REQUIRED TO FACILITATE NEW CONSTRUCTION.
- COORDINATE SCOPE AND EXTENT OF DEMOLITION WORK WITH NEW WORK PLANS AND DETAILS.
- 3. ALL WALLS, DOORS, FRAMES, AND RELATED HARDWARE ASSEMBLIES DESIGNATED AS "TO BE REMOVED" (SHOWN AS DASHED LINES) SHALL BE COMPLETELY REMOVED AND DISPOSED OF AS DESIGNATED BY OWNER/TENANT. ALL EXISTING WALLS NOT DESIGNATED FOR DEMOLITION SHALL BE PROTECTED FROM DAMAGE AND REMAIN "AS-IS".
- 4. IN OCCUPIED BUILDINGS, ANY CONSTRUCTION BEYOND 48 HOURS MUST BE ISOLATED WITH HARD BARRIER WALL (1 HR. RATED), PER BUILDING CODE.1 HOUR FIRE RATED PLASTIC BARRIER MAY BE USED, VERIFY WITH LOCAL AHJ. PROVIDE ANY/ALL DUST CONTROL AND INFECTION CONTROL MEASURES TO ISOLATE ALL WORK TO PROJECT AREA.
- PHASED CONSTRUCTION MAY BE REQUIRED, FINAL NUMBER OF PHASES
  TBD BY OWNER/ ARCHITECT/ GC PRIOR TO CONSTRUCTION.
  CONTRACTOR PROVIDE ANY/ALL TEMP. CONSTRUCTION MEASURES AS
  REQUIRED BY LOCAL AHJ (EXIT SIGNS, EMERGENCY LIGHTING,
  CONSTRUCTION LIGHTING, EGRESS SIGNAGE, ETC.)
- 6. ALL EQUIPMENT, DOORS, FRAMES, RELATED HARDWARE, AND DESIGNATED ITEMS TO BE SALVAGED SHALL BE REMOVED, PROTECTED FROM DAMAGE, AND STORED FOR REUSE.
- 7. CLEAN AND REPAIR ALL EXISTING FLOOR FINISHES AS NECESSARY.
- ALL DEMOLITION WORK SHALL BE PERFORMED IN A NEAT AND WORKMANSHIP MANNER. ALL SURFACES ADJACENT TO AND ABUTTING TO THOSE DESIGNATED "TO BE REMOVED" SHALL BE LEFT WITH A SMOOTH AND FLUSH APPEARANCE.
- 9. THE CONTRACTOR SHALL EXERCISE ALL REQUISITE CARE NECESSARY TO ENSURE THAT ALL EQUIPMENT, MATERIALS, FINISHES AND ASSEMBLIES WHICH ARE NOT BEING REMOVED ARE PROTECTED FROM DAMAGE DURING DEMOLITION AND SUBSEQUENT CONSTRUCTION OPERATIONS.
- REFER TO MECHANICAL AND ELECTRICAL DEMOLITION DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL DEMOLITION INFORMATION.

DISRUPTION, DUST, DIRT, NOISE, AND DEBRIS TO A MINIMUM.

- 11. GENERAL PRECAUTIONS SHALL BE TAKEN AS NECESSARY TO HOLD ALL
- 12. THE CONTRACTOR SHALL COORDINATE DEMOLITION WORK WITH OWNER TO ENSURE THAT IMPACTS ON THE BALANCE OF THE BUILDING ARE HELD TO A MINIMUM.
- PREPARE ALL SURFACES TO RECEIVE THE NEW WORK AND FINISHES OF THE CONTRACT.
- 14. THE CONTRACTOR SHALL DESIGN, PROVIDE, INSTALL AND MAINTAIN ANY AND ALL TEMPORARY BRACING AS REQUIRED TO ENSURE THE STABILITY OF THE BUILDING ASSEMBLY AND/OR ANY SYSTEMS AND/OR SUB-ASSEMBLIES AND/OR SYSTEMS APPURTENANT THERETO UNTIL SAID ASSEMBLY AND/OR SUB-ASSSEMBLIES ARE COMPLETE, SELF-SUPPORTING AND/OR STABLE.

#### **DEMOLITION PLAN LEGEND**

## EXISTING



EXISTING WOOD STUD PARTITION TO REMAIN

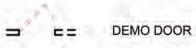


AREA NOT IN CONTRACT (NIC)

EXISTING DOOR TO REMAIN,

#### EMO

DEMO STUD PARTITION



# SVA

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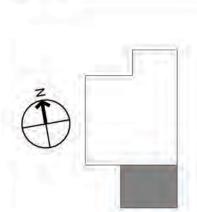


Project :

EASTSIDE DERMATOLOGY

20030 MACK AVE. GROSSE POINTE WOODS 48236

Key Plan:



Issued for

SITE PLAN REVIEW 02.20.24
BUILDING PERMIT 06.17.24
REVISED SCHEME 07.16.24
SITE PLAN 09.06.24
APPROVAL

REVISED SITE PLAN 10.04.24 CITY UPDATE 01.22.25 BUILDING PERMIT 03.03.25 WHEELCHAIR LIFT 12.02.25

Drawn by :

DCM, JPM
Checked by:

Sheet Title :
DEMO FLOOR PLAN

Project No. :

2021.169
Sheet No.

Sheet No. :

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Rendering - View from Faircourt Street



Rendering - View from Corner of Mack & Faircourt



Rendering - View from Mack Avenue

#### SITE COVERAGE STATISTICS

AREA - SITE

Plant Legend

Common

American Arborvitae

Armstrong Gold Red Maple

Bloomerang Dwarf Purple Lilac

Hydrangea paniculata Vanilla Strawberry

Italian Cypress

Little Bunny Grass

Walker's Low Catmint

Symbol Qty

SITE OVERALL

AREA - PROPOSED LOT COVERAGE (OVERALL)

EXISTING BUILDING (TO REMAIN) 1,417 SF

6,848 SF

LOT COVERAGE 271%

PROPOSED = 6,948 SF (EXISTING) LOT AREA (MIN) = 60 FT (EXISTING) LOT WIDTH (MIN) = NONE LOT DEPTH (MIN) = 100 FT = 140 FT (EXISTING) LOT COVERAGE (MAX) = 40% REQUIRED YARDS

SITE ADDRESS: 20030 MACK AVE. GROSSE POINTE WOODS MI, 48236

FRONT YARD (MIN) = NONE = EXISTING REAR YARD (MIN) = NONE = EXISTING 6'-0" INTERIOR SIDE YARD (MIN) = NONE = 9'- 4 1/2" SIDE YARD (STREET SIDE) = NONE = 28 FT / 2-STORIES = 24 FT; 2-STORIES (EXISTING) BUILDING HEIGHT

PER SECTION 50-3.1.L OF THE CITY OF GROSSE POINTE WOODS ZONING ORDINANCE

PARKING REQUIREMENTS 50-5.3
OFF-STREET LOADING 0-2,000SF = NONE

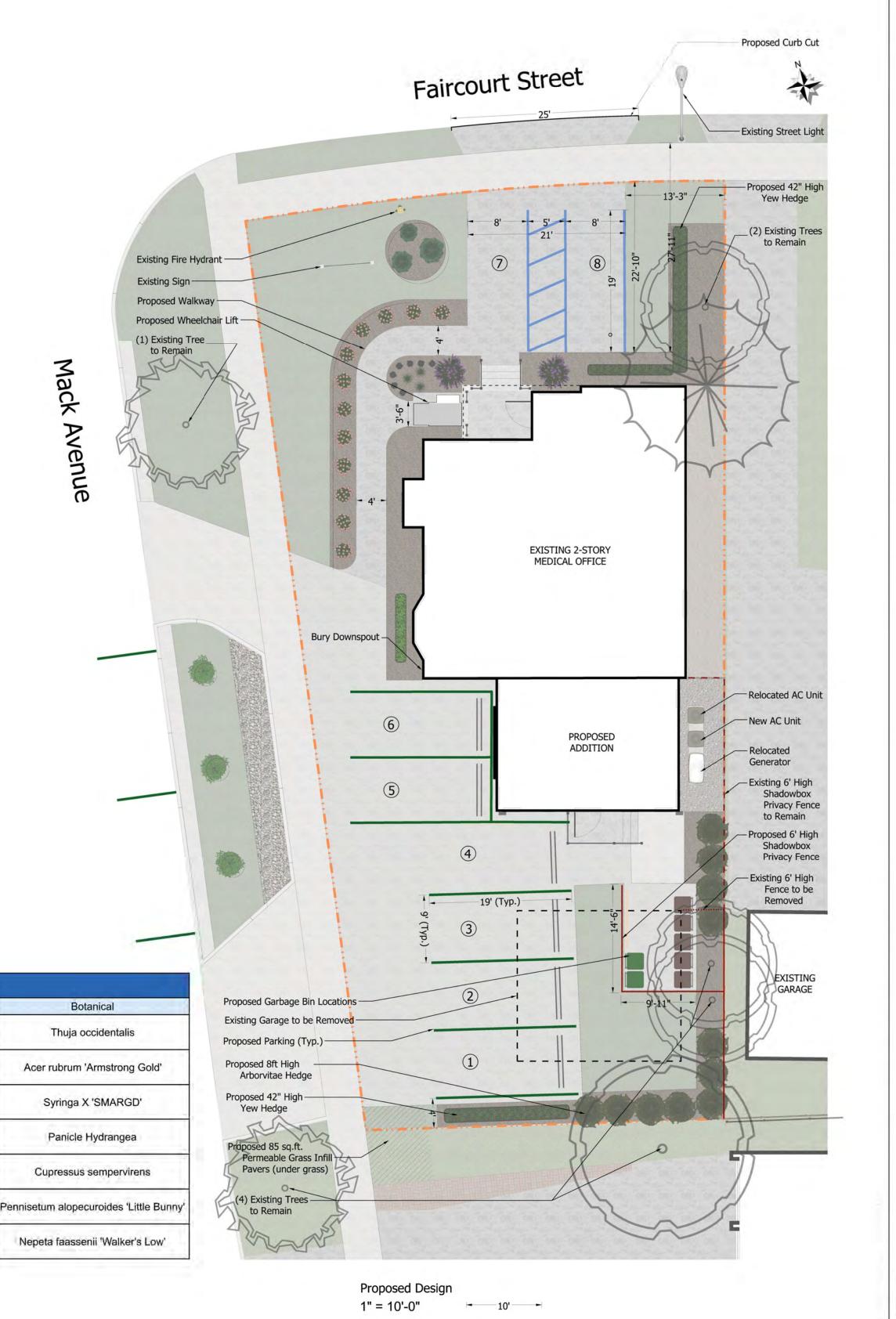
ZONING REQUIRMENTS

ZONING TYPE: R0-1 RESTRICTED OFFICE

PARCEL NUMBER: 012 04 0026 000

OFF-STREET PARKING SPACES = 7-SPACES REQ'D

= 0 SPACES = 6-SPACES PROVIDED OFF-STREET + 2 METERED STREET SPACES (EXISTING UNCHANGED)



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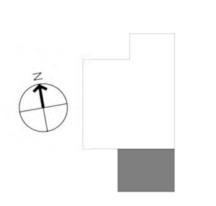
Seal:

Project: EASTSIDE

DERMATOLOGY

20030 MACK AVE GROSSE POINTE WOODS 48236

Key Plan:



Issued for

SITE PLAN REVIEW 02.20.24 BUILDING PERMIT 06.17.24 REVISED SCHEME 07.16.24 09.06.24 SITE PLAN **APPROVAL** 

REVISED SITE PLAN 09.27.24 REVISED SITE PLAN 10.04.24 CITY UPDATE 01.22.25 WHEELCHAIR LIFT 12.02.25

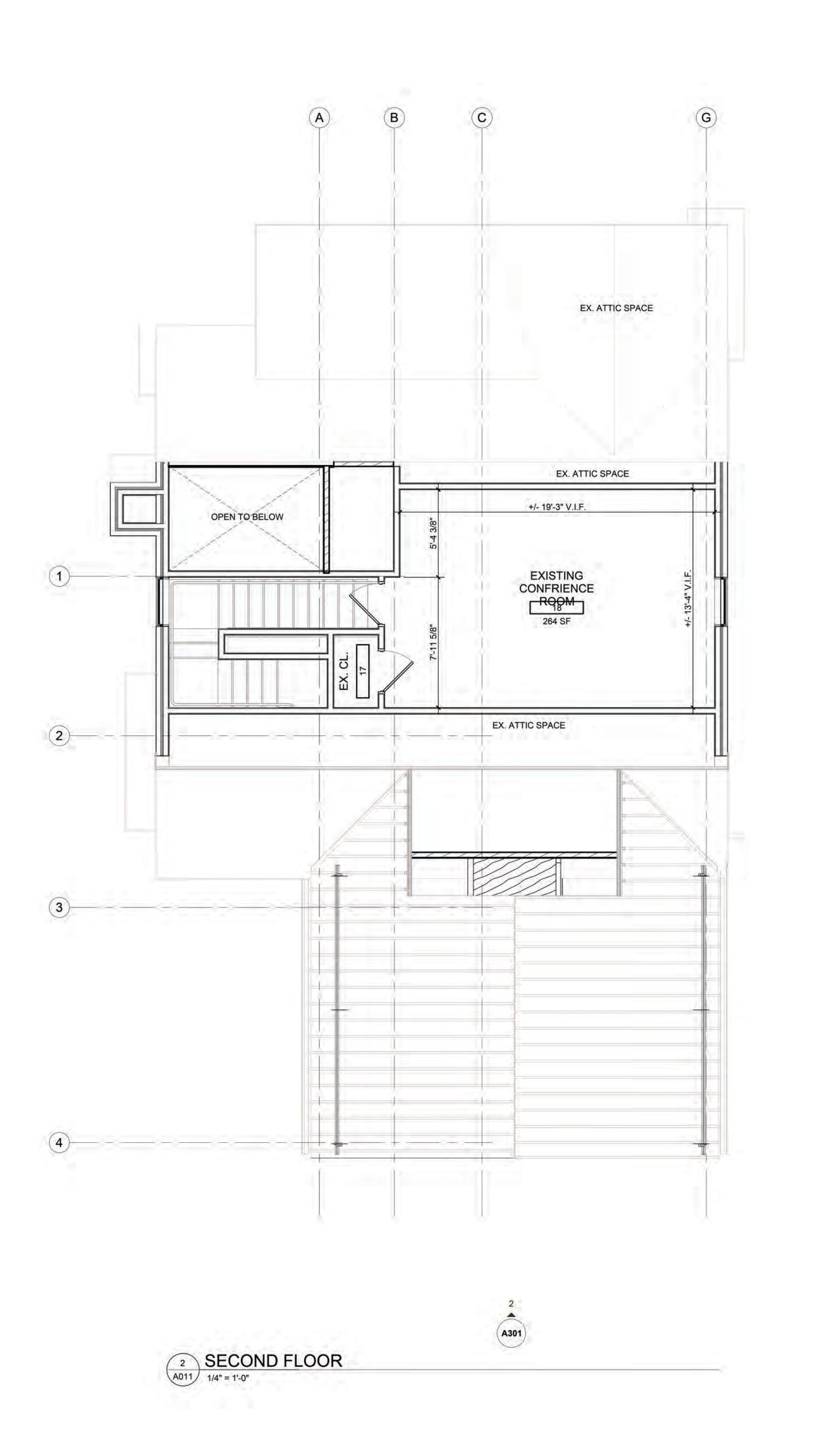
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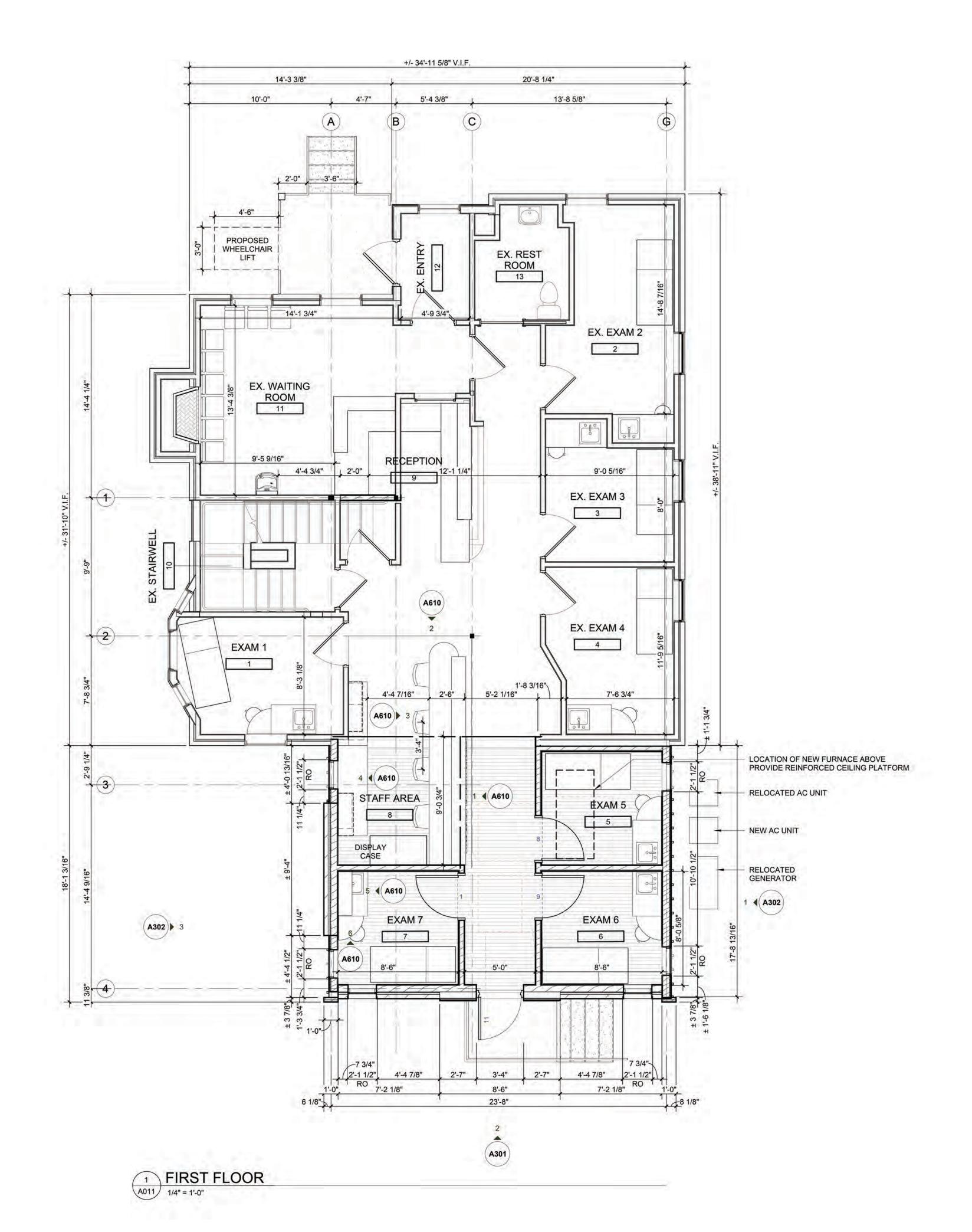
Checked by Kenito Morimanno

Sheet Title ARCHITECTURAL SITE PLAN

Project No. 2021.169

Sheet No.





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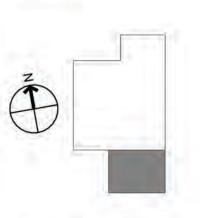


Project:

EASTSIDE DERMATOLOGY

20030 MACK AVE. GROSSE POINTE WOODS 48236

Key Plan:



Issued for

SITE PLAN REVIEW 02.20.24 BUILDING PERMIT 06.17.24 REVISED SCHEME 07.16.24 SITE PLAN 09.06.24 APPROVAL

REVISED SITE PLAN 10.04.24 CITY UPDATE 01.22.25 BUILDING PERMIT 03.03.25 WHEELCHAIR LIFT 12.02.25

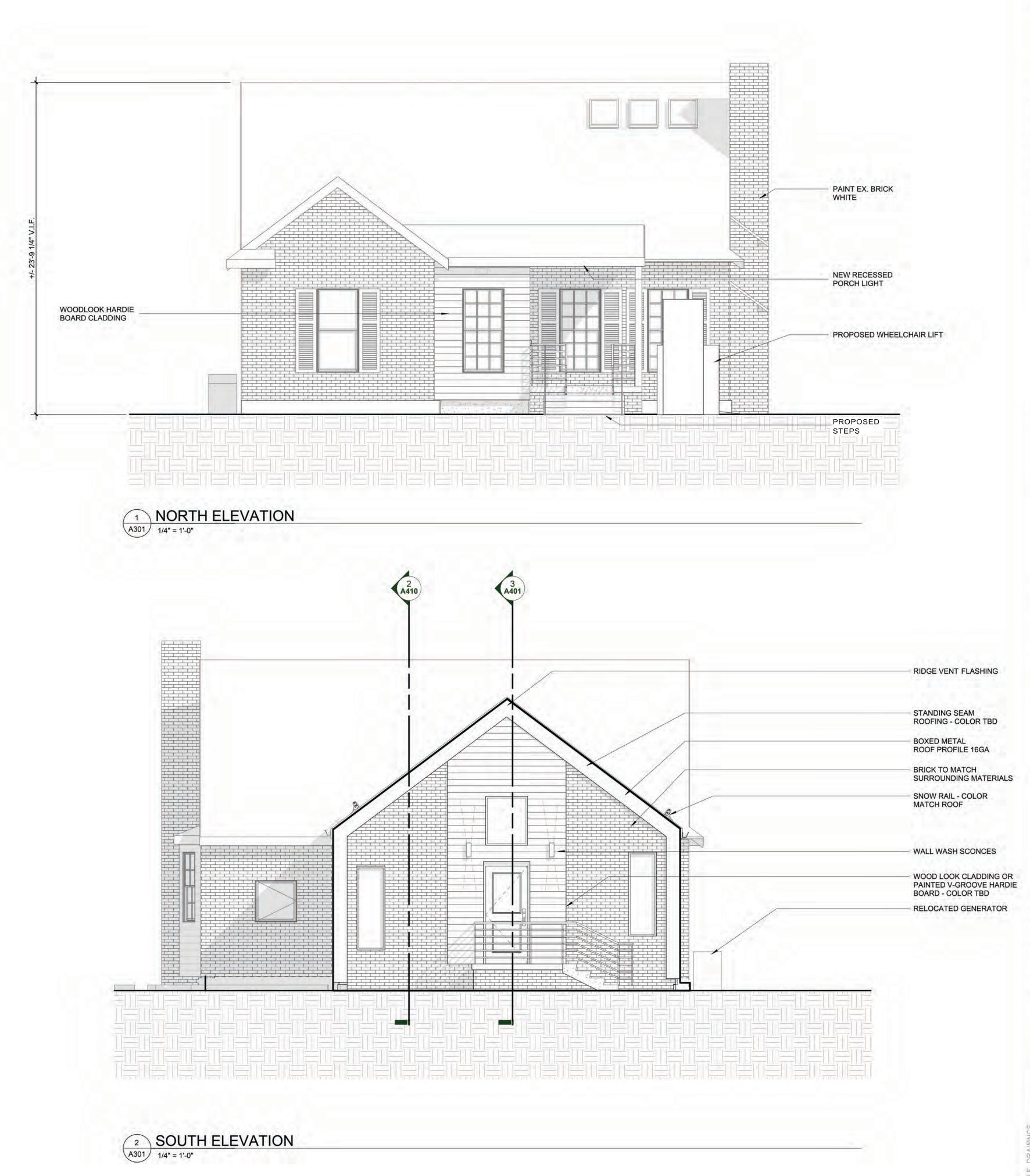
Drawn by: SK, DCM, JPM

Checked by :

Sheet Title : FLOOR PLANS

Project No.: 2021.169

Sheet No.:





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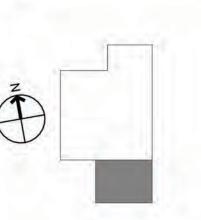


Project:

DERMATOLOGY

20030 MACK AVE. GROSSE POINTE WOODS 48236

Key Plan:



Issued for

SITE PLAN REVIEW 02.20.24 BUILDING PERMIT 06.17.24 REVISED SCHEME 07.16.24 09.06.24 SITE PLAN APPROVAL

REVISED SITE PLAN 10.04.24 CITY UPDATE 01.22.25 BUILDING PERMIT 03.03.25 WHEELCHAIR LIFT 10.02.25

Drawn by: DCM, JPM

Checked by :

Sheet Title :

EXTERIOR ELEVATIONS N/S

Project No.:

2021.169

Sheet No. : A301



3 WEST ELEVATION
1/4" = 1'-0"





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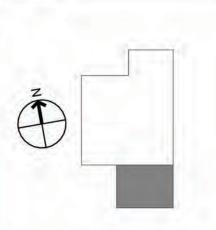
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Project: DERMATOLOGY

20030 MACK AVE. GROSSE POINTE WOODS 48236

Key Plan:



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SITE PLAN REVIEW 02.20.24 BUILDING PERMIT 06.17.24 REVISED SCHEME 07.16.24 SITE PLAN 09.06.24 APPROVAL

REVISED SITE PLAN 10.04.24 CITY UPDATE 01.22.25 BUILDING PERMIT 03.03.25 WHEELCHAIR LIFT 12.02.25

Drawn by: DCM

Checked by

Sheet Title : EXTERIOR ELEVATIONS E/W

Project No.:

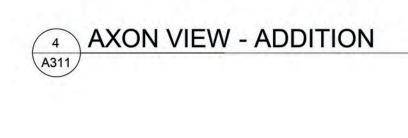
2021.169

Sheet No.:





AXON VIEW - EAST SIDE









SVA

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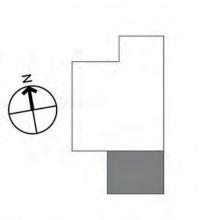


Project :

EASTSIDE DERMATOLOG

20030 MACK AVE. GROSSE POINTE WOODS 48236

Key Plan:



Issued for

SITE PLAN REVIEW 02.20.24
BUILDING PERMIT 06.17.24
REVISED SCHEME 07.16.24
SITE PLAN 09.06.24
APPROVAL

REVISED SITE PLAN 10.04.24
CITY UPDATE 01.22.25
WHEELCHAIR LIFT 12.02.25

Drawn by :

MLD

Checked by :

MLD
Sheet Title:
EXTERIOR 3D VIEWS

Project No. : 2021.169

Sheet No. :

A311

#### **MCKENNA**



## Memorandum

Project Name: Platinum Oil Change – Site Plan for Façade Improvements, Review #2

**Address / Parcel ID:** 20397 Mack Avenue / 007-04-0003-000

Zoning District: C, Commercial Business
From: Laura Haw, AICP, NCI
Date: December 3, 2025

#### **PROJECT BACKGROUND**

A façade change is proposed for the existing, one-story commercial building at 20397 Mack Avenue, which contains an auto-service station (oil change). Renovations or remodeling of an exterior building must be reviewed by the Planning Commission, unless otherwise exempt in Section 50-374(b), to ensure the proposed changes are consistent with the City's design standards.

In spring of 2025, the applicant presented their proposed façade changes to the Commission, which largely consisted of metal siding for the exterior building. The Commission tabled the application at that time, and requested greater consideration be given to the façade design, in keeping with the established character of the







#### REVISED PLANS AND THE CITY'S BUILDING DESIGN STANDARDS

The Zoning Ordinance states that design standards for C Commercial Districts encourage:

Colonial," "Williamsburg Colonial," "Georgian Colonial," "Early American," "Classic" or "Traditional" styles, which shall collectively refer to use of a pallet of materials, trim, shapes, forms, colors and details most commonly associated with the dominant architectural styles utilized during the early development of the east coast American towns and cities.

Above all, the City seeks to ensure that all new developments and façade updates are designed with high-quality, durable materials that align seamlessly with the existing community.

The applicant's revised plans now propose a brick veneer on the east (front) and north and south façades, with a matching paint applied to the rear façade. The roof line is also slightly modified to create a more modern appearance and the roof replaced with new aluminum cladding. The approved colors do consist of colonial or early American paint colors that meet the City's requirements.

The existing building is pictured below for reference. No other changes to the site are proposed at this time.



#### **NEXT STEPS**

Provided that the Planning Commission finds the revised building design and materials acceptable, it is recommended that the Site Plan for façade improvements at 20397 Mack Avenue, Platinum Oil Change, be approved.

The following is a draft motion for your consideration:

I move to grant Site Plan approval for the façade improvements at 20397 Mack Avenue, Platinum Oil Change.

## PROJECT DATA

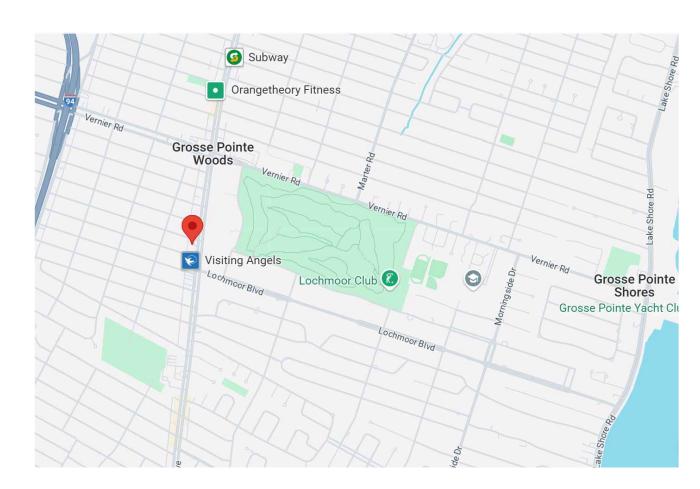
• WE ARE PROPOSING AN EXTERIOR FACADE RENOVATION OF THE EXISTING BUILDING - REMOVE MANSARD ROOF TO ACCOMMODATE NEW ACM CLADDING.

= F-1: (AUTO REPAIR AND OTHER MOTOR VEHICLES) BUILDING USE GROUP:

GROSS BUILDING AREA = 1,262 SF FIRE SPRINKLER SYSTEM: = NO

CONSTRUCTION TYPE : = TYPE 3B

# PLATINUM OIL CHANGE 20397 MACK AVE, GROSSE POINTE, MI 48236



LOCATION MAP N . T . S .

## APPLICABLE CODES

- -2015 MICHIGAN BUILDING CODE -2015 INTERNATIONAL FIRE CODE
- -2021 MICHIGAN PLUMBING CODE -2021 MICHIGAN MECHANICAL CODE
- -2023 NATIONAL ELECTRIC CODES, WITH PART 8 RULES
- -ICC/ANSI A117.1-2009 (ACCESSIBILITY) -ASHRAE 90.1 2013 ENERGY CODE
- -GROSSE POINTE ZONING ORDINANCE

## ARREVIATIONS

AC	DDKE	V I <i>F</i>		<i>V</i> 2							
ADJ. A.F.F. ALUM.	ADJUSTABLE ABOVE FINISH FLOOR ALUMINUM	DBL. DIA. DIM. DISP.	DOUBLE DIAMETER DIMENSION DISPENSER	F.G.	FLOOR DRAIN FOUNDATION FIBERGLASS FINISH GRADE	INSUL. INT. JT.	INSULATION INTERIOR JOINT	R.D. REF. REINF.	ROOF DRAIN REFERENCE REINFORCED	T. T.B.D. T.B.S.	TREAD TO BE DETERMINED TO BE
ALT. ASPH. BD. BLDG.	ALTERNATE ASPHALT BOARD BUILDING	DIST. DN. DR. DTL.	DISTANCE DOWN DOOR DETAIL		FINISH FIXTURE FLOOR FLUORESCENT	MAX. MECH. MEMB.	MAXIMUM MECHANICAL MEMBRANE	REQ'D RM. R.O.	REQUIRED ROOM ROUGH OPENING	TEL. THK. T.O.	SELECTED TELEPHONE THICK TOP OF TOP OF CURB
BM. B.O. BOT.	BEAM BOTTOM OF BOTTOM	DWG. DWR.	DRAWING DRAWER EACH EXPANSION	FRMG. FT. FTG. FURN.	FRAMING FOOT OR FEET FOOTING FURNITURE	MTL. MFR. MIR. MISC.	METAL MANUFACTURER MIRROR MISCELLANEOUS		SUPPLY AIR SOLID CORE SCHEDULE		TOP OF WALL TUBE STEEL TYPICAL
C.T. CLG.	CERAMIC TILE CEILING	E.J.	JOINT	FURR.	FURRING	NO.	NUMBER	SECT. S.F.	SECTION SQUARE FEET	UR.	URINAL
CL. C.M.U.	CLOSET CONCRETE MASONRY UNIT	ELEC. ELEV.	ELECTRICAL ELEVATION, ELEVATOR	GA. GALV. GYP. BD		N.T.S. O.A. O.C.	OVERALL ON CENTER	SH. SHR. SIM.	SHELF SHOWER SIMILAR	VERT. VTR	VERTICAL VENT-THRU ROOF
C.O. COL. CONC. CONN. CONT.	CLEAN OUT COLUMN CONCRETE CONNECTION CONTINUOUS	ENCL. EQ.	EMERGENCY ENCLOSURE EQUAL . EQUIPMENT EXISTING	H.B. HDWR. H.M.	BOARD  HOSE BIBB  HARDWARE  HOLLOW  METAL	OPP. O.S.B. PNLG. PAR.	OPPOSITE ORIENTED STRAND BOARD PANELING PARAPET	SPEC. SQ. S.S.	SPECIFICATION SQUARE STAINLESS STEEL STEEL	W/ W/O W.C. WD. WT.	WITH WITHOUT WATER CLOSI WOOD WEIGHT
	CONTRACTOR CORRIDOR CENTER COLD WATER	EXP. EXT.	EXPANSION EXTERIOR	HORZ. HT. HW.	HORIZONTAL HEIGHT HOT WATER	PAR. PART'N PLAS. P.V.C.		STOR. SUSP. SYM.	STORAGE SUSPENDED SYMMETRICAL	<b>€</b> ∅ <b>₽</b>	CENTERLINE DIAMETER PROPERTY LII AT

## GENERAL NOTES

1. CONTRACTORS SHALL BE RESPONSIBLE FOR FIELD VERIFYING ALL EXISTING CONDITIONS & DIMENSIONS & THOROUGHLY REVIEWING CONTRACT DOCUMENTS PRIOR TO DEMOLITION, ACQUIRING MATERIALS & CONSTRUCTION. IF THE CONTRACTOR FINDS DISCREPANCY BETWEEN THE EXISTING CONDITIONS & THE DRAWINGS THAT PROFESSIONAL TO REQUEST CLARIFICATION. 2. IF THE CLIENT AND/OR CONTRACTORS MAKE A DECISION TO ALTER THE DESIGN IN THESE

CONSTRUCTION DOCUMENTS, THE CLIENT / CONTRACTOR RECOGNIZE THAT ANY ISSUES ARISING FROM THESE CHANGES ARE IN NO WAY THE RESPONSIBLY OF THE DESIGN PROFESSIONAL.

3. ALL CONSTRUCTION SHALL BE ACCORDING TO CURRENT STANDARDS AND SPECIFICATIONS OF THE STATE OF MICHIGAN, THE CITY WHEREIN THIS PROJECT IF LOCATED, ALL APPLICABLE INDUSTRY STANDARDS, ASTM CLASSIFICATIONS AND

4. EACH SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THOROUGHLY CHECKING AND VERIFYING EXISTING FIELD CONDITIONS, MEASUREMENTS, CONTRACT DOCUMENTS AND CONFIRMING THAT ALL PROPOSED WORK IS BUILDABLE, AS

SHOWN ON THESE PLANS, BEFORE THE COMMENCEMENT OF WORK. 5. ALL SUBCONTRACTORS SHALL VISIT THE SITE AND RIGOROUSLY REVIEW THESE CONSTRUCTION DOCUMENTS TO CONFIRM THAT THEIR BIDS ARE ACCURATE AND THAT THEIR COSTS HAVE BEEN ADEQUATELY COVERED. THE OWNER IS NOT

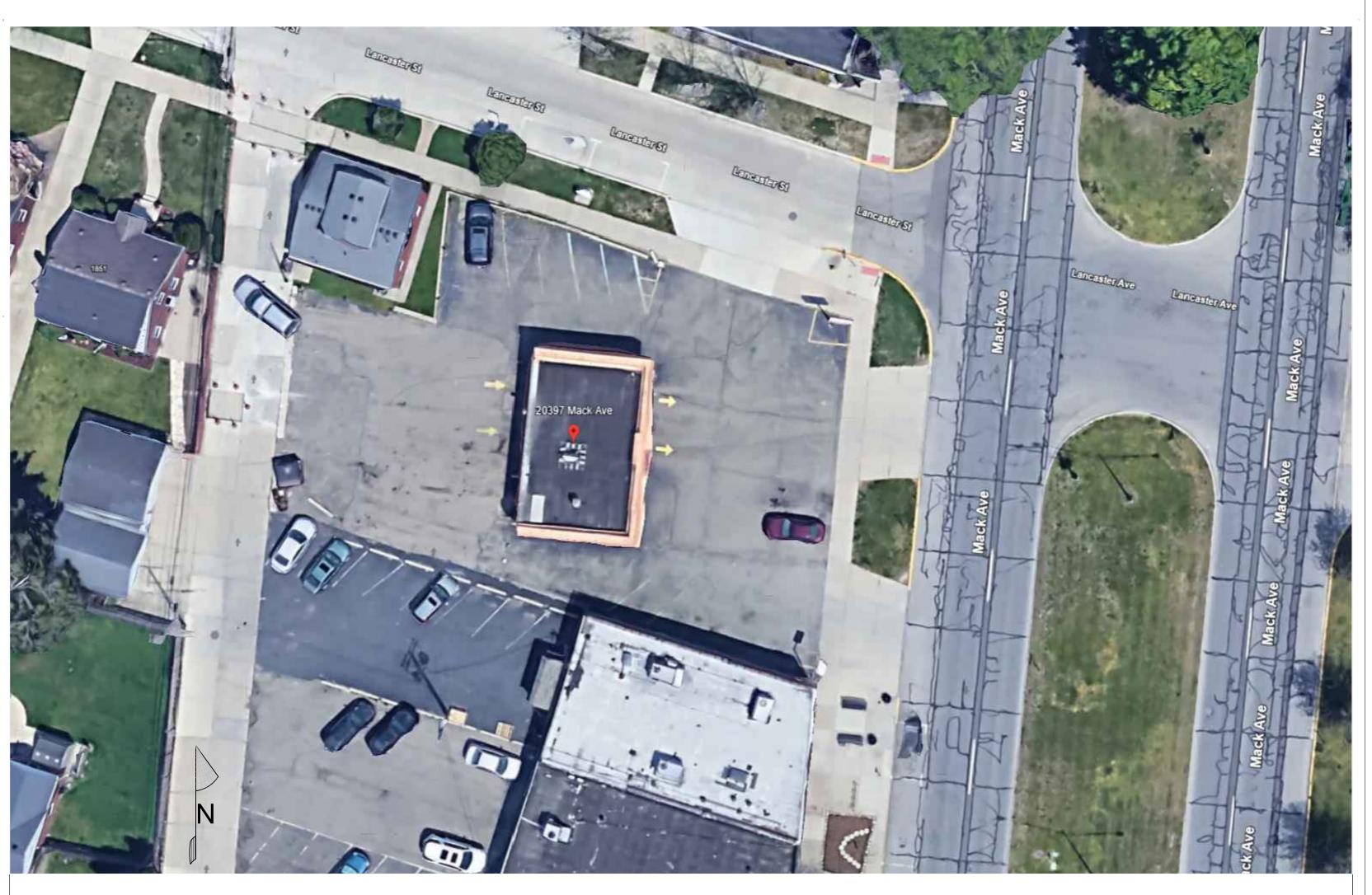
CONSTRUCTION RELATING TO THEIR WORK, AND FOR THE LACK THEREOF. 7. SUBCONTRACTORS SHALL BE RESPONSIBLE FOR ALL PERMITS, PERMIT FEES, INSPECTION FEES, AND APPROVAL OF THEIR WORK FROM THE REQUIRED LOCAL, STATE OR FEDERAL AGENCIES. SUBCONTRACTORS SHALL COORDINATE ALL WORK WITH 8. EACH SUBCONTRACTOR SHALL OBTAIN AND MAINTAIN THE REQUIRED FORMS OF INSURANCE RELATED TO THE WORK.

10. BEGINNING THE APPLICATION OF A FINISHED MATERIAL MEANS THAT THE SUBCONTRACTOR ACCEPTS THE SUB-MATERIAL AS SATISFACTORY AND TAKES RESPONSIBILITY FOR THE APPEARANCE OF THE FINISHED MATERIAL 11. ALL INSTALLATION OF FINISH MATERIALS AND EQUIPMENT SHALL MEET THE MANUFACTURERS SPECIFICATIONS AND THE

13. EACH SUBCONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING THE OWNER WITH ALL MAINTENANCE AND OPERATION

MANUALS, WARRANTIES AND GUARANTEES ON ALL EQUIPMENT AND MATERIALS. 14. THE GENERAL CONTRACTOR SHALL OBTAIN THE CERTIFICATE OF OCCUPANCY FROM THE APPROPRIATE REGULATORY

15. IF THE CLIENT AND/OR CONTRACTORS MAKE A DECISION TO ALTER THE DESIGN IN THESE CONSTRUCTION DOCUMENTS, THE CLIENT/COTRACTOR RECOGNIZE THAT ANY ISSUES ARISING FROM THESE CHANGES ARE IN NO WAY THE RESPONSIBLY OF THE DESIGN PROFESSIONAL.



SHEET INDEX ARCHITECTURAL • TITLE PAGE • DEMO - FLOOR PLAN • DEMO - ROOF PLAN • PROPOSED - FLOOR PLAN • PROPOSED - ROOF PLAN DEMO / PROPOSED - ELEVATIONS PROPOSED - BUILDING SECTION A501 • ARCHITECTURAL DETAILS

PLATINUM OIL CHANGE

ROJECT/OWNER \_\_\_\_

20397 MACK AVE, GROSSE POINTE, MI 48236

COMMISSION 💳 COMMERCIAL EXTERIOR RENOVATION



15800 Michigan Avenue Dearborn MI 48126

Phone:313-492-5347

mhadla@hadladesign.com www.hadladesign.com

Architecture Engineering Construction

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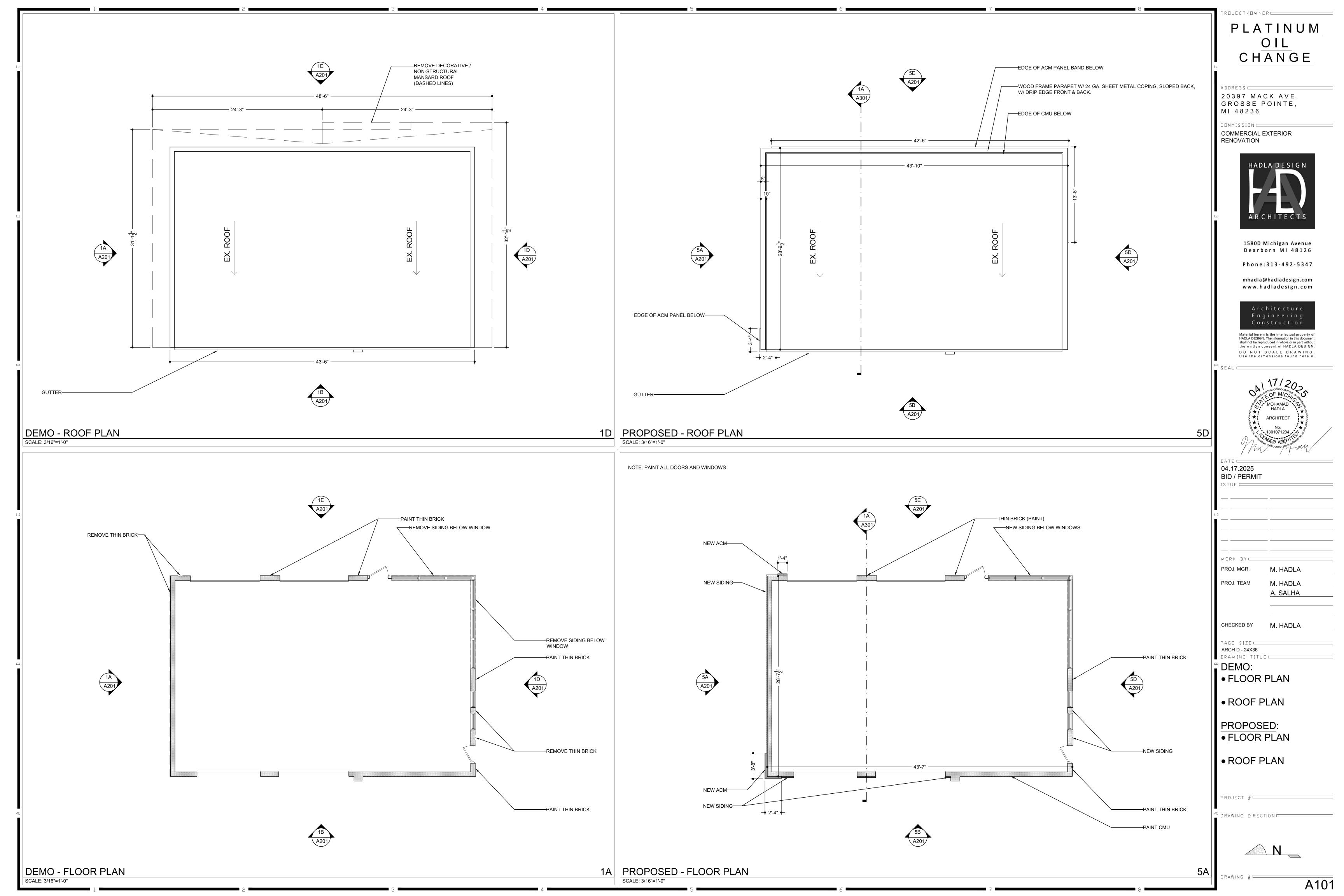
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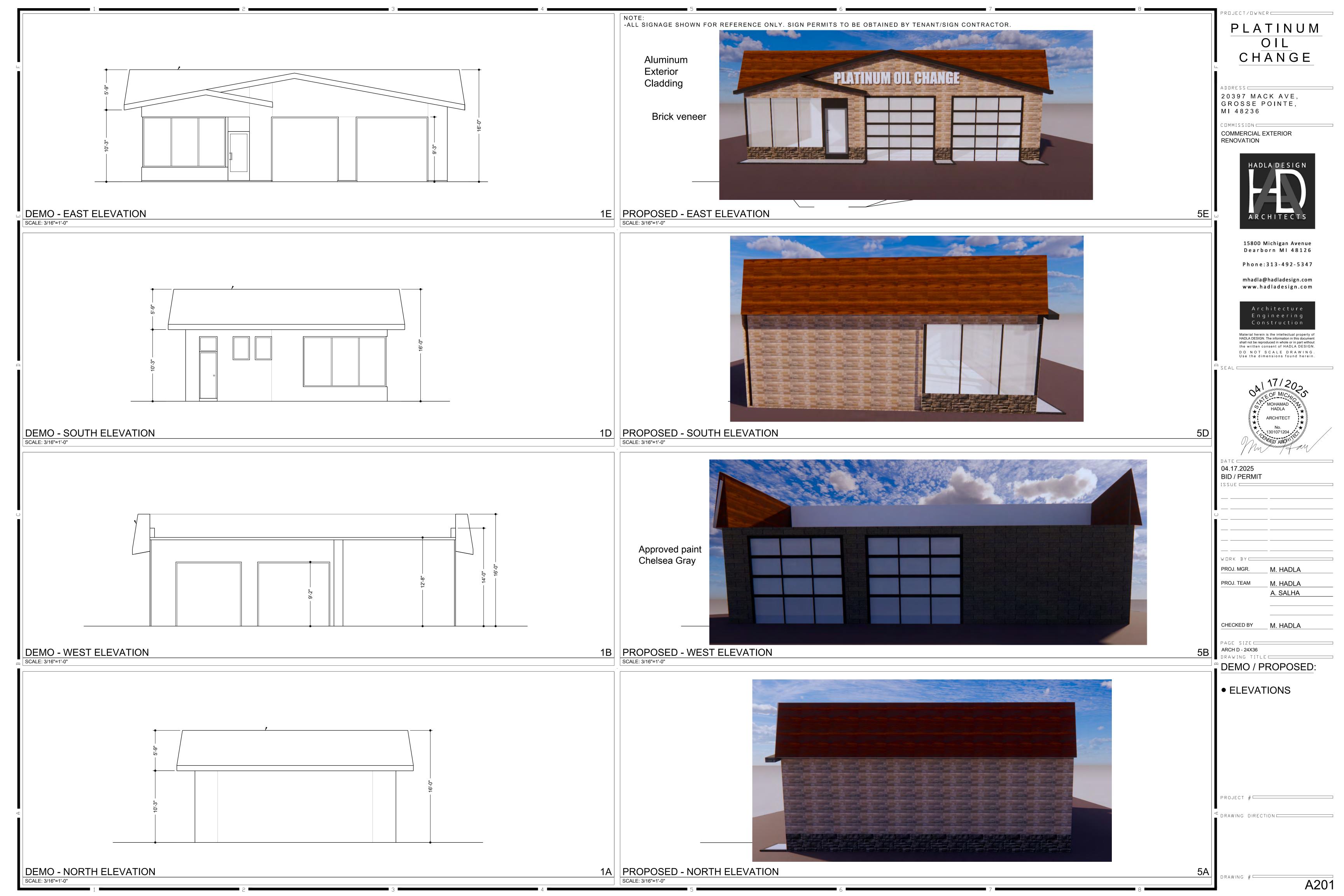
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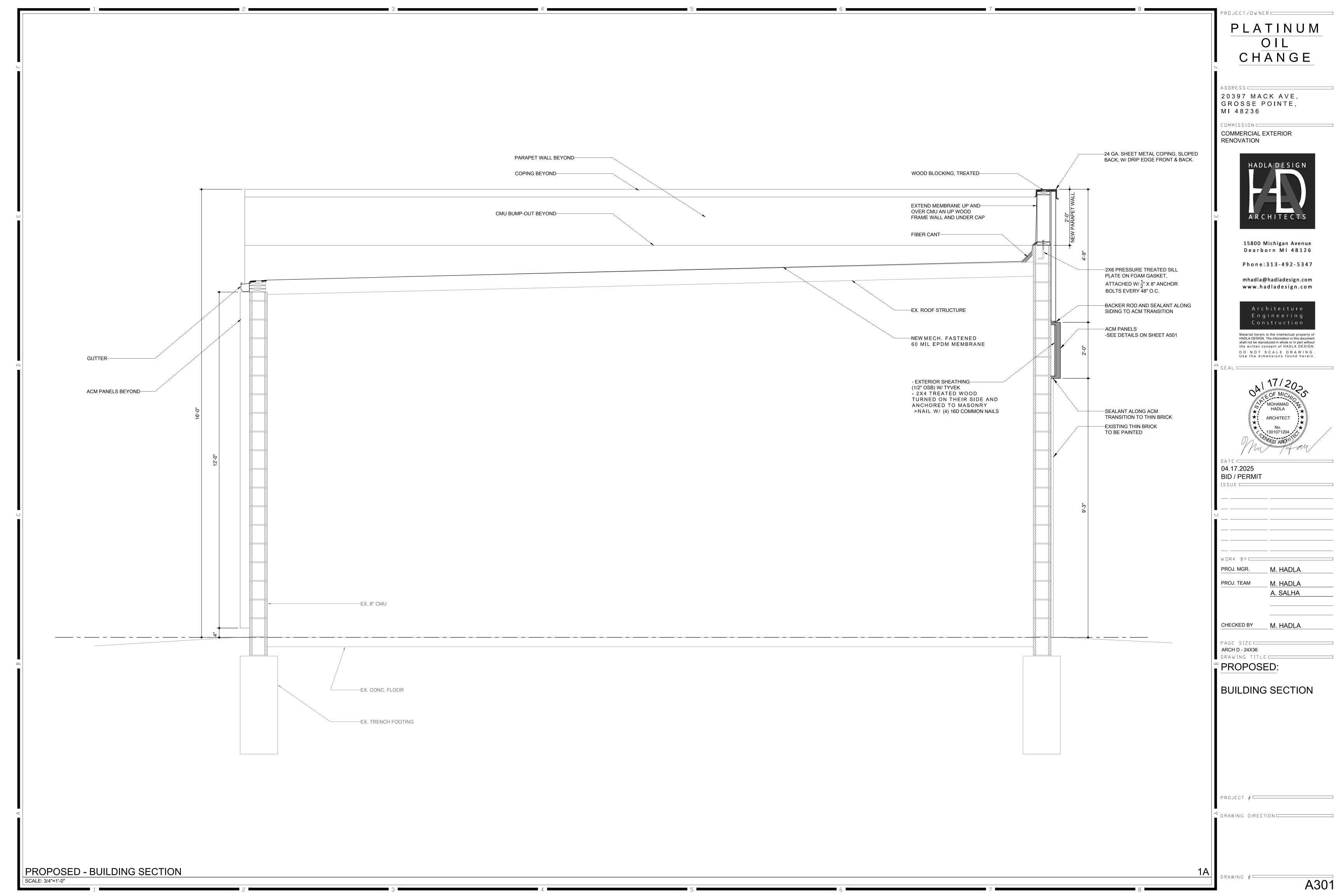
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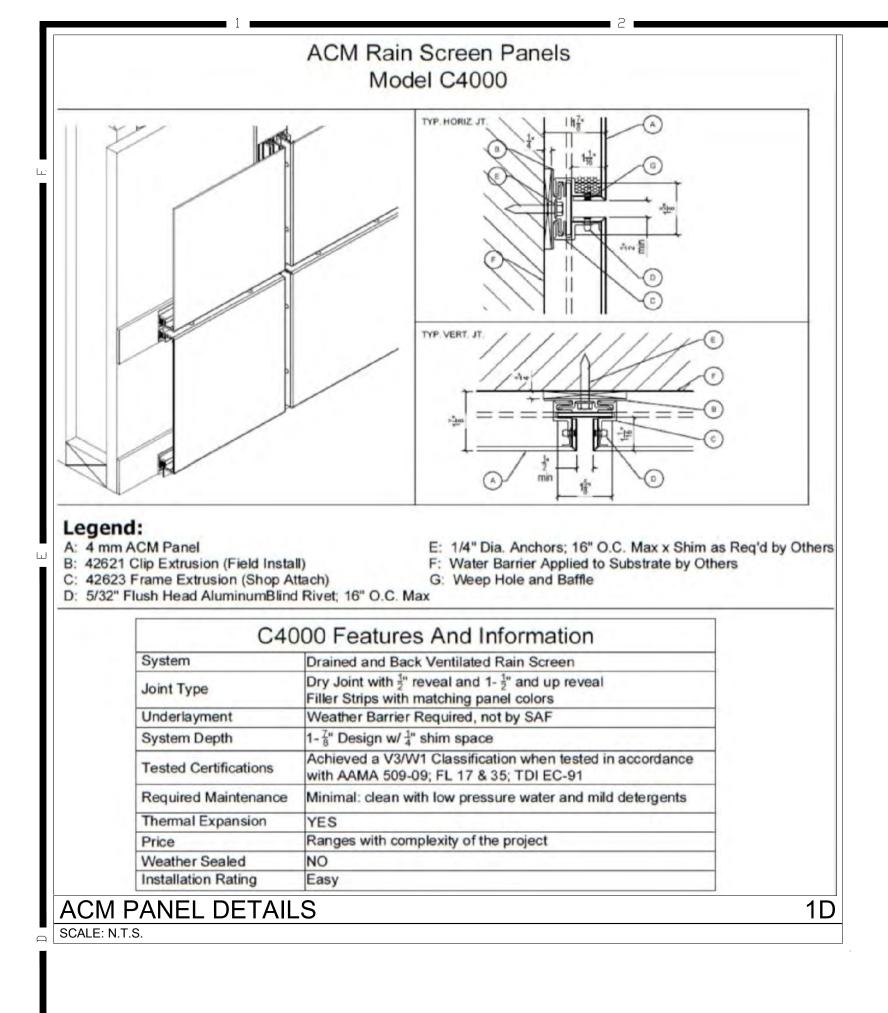
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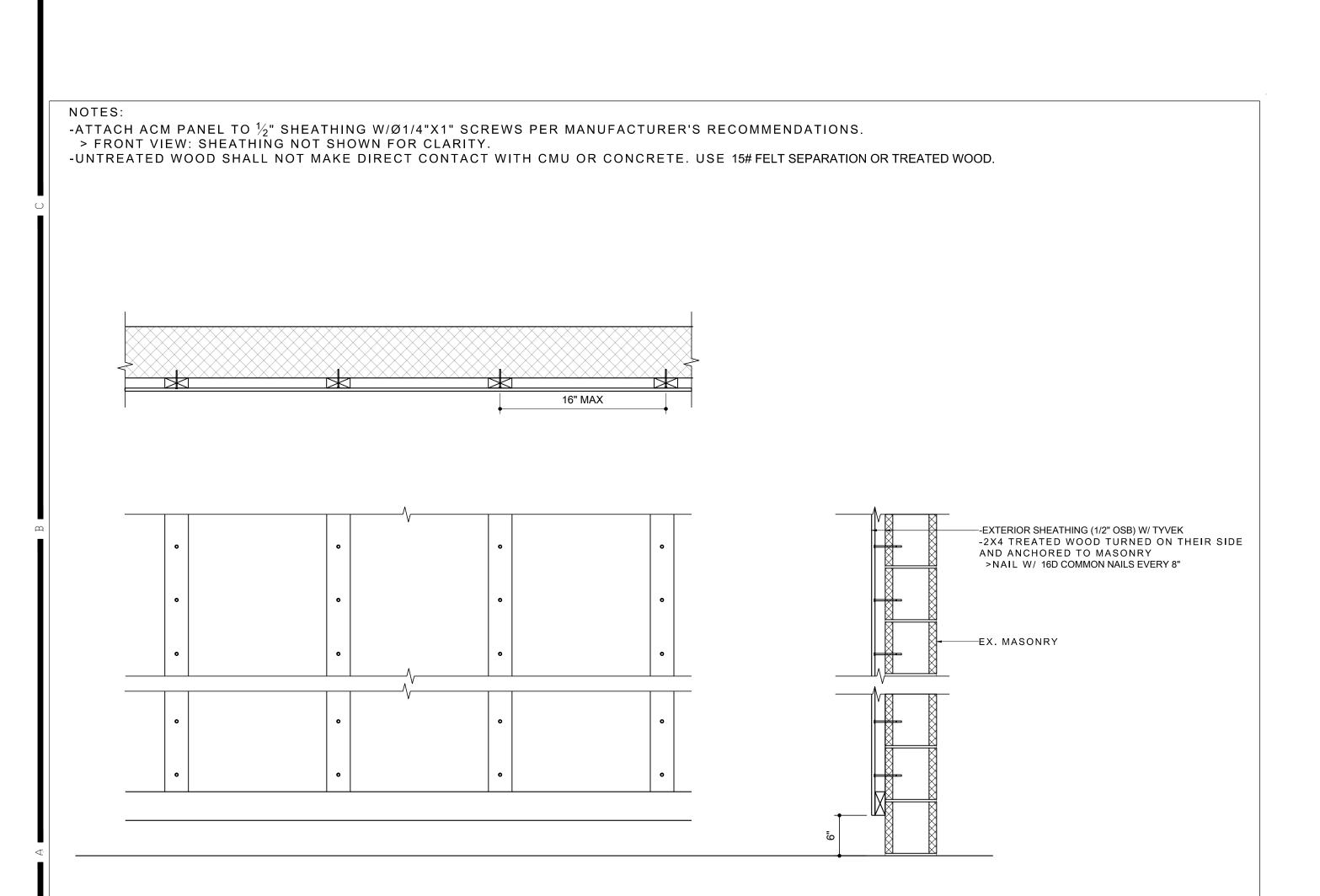
**EXISTING SITE PLAN (PHOTO)** 











PLATINUM OIL CHANGE

20397 MACK AVE, GROSSE POINTE, MI 48236

PROJECT/OWNER \_\_\_\_

COMMISSION \_\_\_\_

COMMERCIAL EXTERIOR RENOVATION



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PROJ. TEAM
M. HADLA
A. SALHA

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PAGE SIZE ARCH D - 24X36

<sup>™</sup> PROPOSED:

DRAWING TITLE \_\_\_\_

ARCHITECTURAL DETAILS

PROJECT # □

□ DRAWING DIRECTION .....

A501

#### **MCKENNA**



November 13, 2025

Planning Commission City of Grosse Pointe Woods 20025 Mack Plaza Grosse Pointe Woods, MI 48236

Subject: 20160 Mack Avenue: Conditional Rezoning (Map Amendment), Review #2

Parcel ID: 009-01-0001-000

Current Zoning: RO-1, Restricted Office District

Proposed Rezoning: C, Commercial Business District (Conditionally)

#### Dear Commissioners,

We have reviewed a Conditional Rezoning application submitted by Stucky Vitale Architects on behalf of Buccellato Development, LLC. The applicant proposes to conditionally rezone 20160 Mack from the RO-1, Restricted Office District to the C, Commercial Business District. The updated conditions proposed by the applicant are provided in their *Statement of Voluntary Conditions*.

The subject site is located on Mack Avenue between Oxford and S. Renaud. The existing building will be demolished and replaced with a two-story, mixed-use building. The first floor is approximately 8,800 sq. ft. for tenants across office, retail, or personal service establishments, and the second floor will have up to seven residential units.





## Conditional Rezoning Review

#### **#1: MASTER PLAN AND FUTURE LAND USE CLASSIFICATIONS**

Will the proposed amendment further the comprehensive planning goals and policies of the City and is the proposed amendment consistent with the Future Land Use Map of the Master Plan?

Findings: Alignment and harmony with the recently adopted Master Plan is achieved with this rezoning.

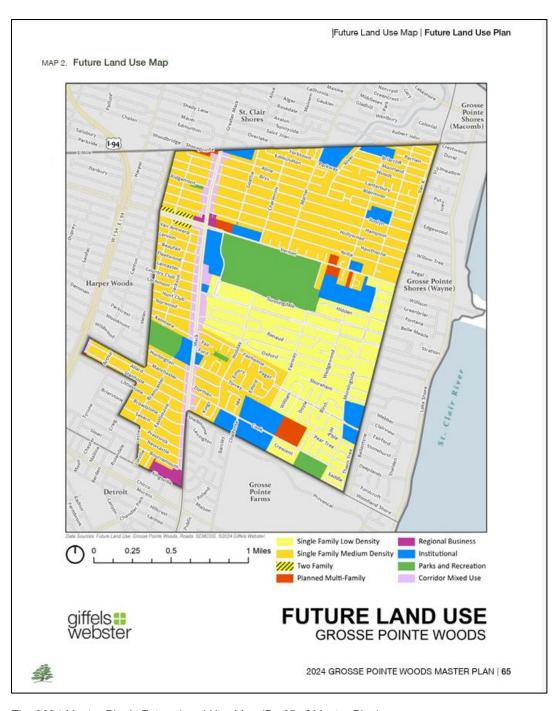
First, this rezoning is consistent with numerous goals from the 2024 Master Plan, as follows:

- Goal #1 Housing: Provide a range of housing choices for all ages, abilities, and incomes. The applicant proposes a two-story, mixed-use building with multi-family residential units on the top floor. This proposed use brings housing diversity to the heart of Grosse Pointe Woods' downtown, within walking distance to daily amenities. Offering high-quality housing options can bring young professionals and growing families to the City, who might not be ready to purchase a traditional, detached home.
- Goal #2 Economic Development: Elevate Mack Avenue as a thriving, vibrant commercial corridor that meets the daily needs of residents and is a destination for visitors. The applicant proposes a high-quality, aesthetically rich development that will attract both new businesses and foot traffic to Mack Avenue. The 2024 Master Plan specifically calls out the potential for mixed-use developments for revitalizing Mack Avenue and in promoting housing readiness. In particular, the Master Plan notes that "Mixed use developments often include greater density housing types with neighborhood scale commercial goods and services to serve the residents therein and could be an appropriate option along Mack Avenue. Mixed use developments are particularly amenable to the needs of seniors and children who often do not drive, by providing increased accessibility and opportunities for walkability that are not present in other areas of the City, further away from Mack Avenue." (pg. 28).
- Goal # 3 Community Character: Strengthen sense of place, identity, and character throughout the City and its neighborhoods. The applicant proposes to use brick and other high-quality building materials that complement existing structures on the Mack Avenue corridor and in the surrounding neighborhoods, which aligns with Goal #3's stated objective to "Maintain quality building materials and design throughout the City."

Second, this rezoning is consistent with the 2024 Master Plan's Future Land Use Map, which designates this area as *Corridor Mixed Use*.

This is described in the text of the Master Plan as, "This land use designation includes retail, restaurant, personal service, and office establishments which are designed for the day-to-day needs of nearby residents and are found along the Mack Avenue corridor and along its easternmost boundary of Harper Avenue that extends one-and-a-half blocks between Stanhope Street and just north of Allard Avenue. These facilities are intended to be located in close proximity to residential neighborhoods but with adequate buffering. These land uses equate to the City's C Commercial zoning district, P Parking district and some areas zoned RO-1 Restricted Office".





The 2024 Master Plan's Future Land Use Map (Pg 65 of Master Plan).



#### #2: INTENT AND USES OF THE ZONING ORDINANCE

Is the request in accordance with the basic intent and purpose of the Zoning Ordinance?

The basic intent and purpose of the Zoning Ordinance is to provide regulations on the uses of land and structures to promote and protect the public health, safety, and general welfare of the Grosse Pointe Woods community.

The chart below details the existing land use, current zoning, and the 2024 Master Plan Future Land Use designations:

Location	Existing Land Use	Zoning Districts	Future Land Use Designation (2024 Master Plan)
Subject Site	Neurology Office	RO-1, Restricted Office	Corridor Mixed Use
North	Bank Office	RO-1, Restricted Office	Corridor Mixed Use
South	Dentist	RO-1, Restricted Office	Corridor Mixed Use
East	Single-Family Residential	R1-D / R1-B, One-Family Residential	Single Family Low Density
West	Orthodontics Office / Fitness Facility / Jewelers	C, Commercial Business	Corridor Mixed Use

**Findings: Intent Statements**. The Zoning Ordinance is intended to ensure harmonious, thoughtfully planned development – and this requires an understanding of the *purpose statements* and *permitted uses* in the two applicable districts, as detailed below. To summarize, the C, Commercial District is intended to promote economic development in condense ways that serve neighboring communities with services as well as residential employment opportunities, and to reduce strip business development as well as any hazards of nuisances from any business operations.

Purpose Statement: Section 50-3.1.L: RO-1, Restricted Office	Purpose Statement: Section 50-3.1.J: C, Commercial Business
"The RO-1 restricted office district is intended to permit those office and restricted business uses which will provide opportunities for local employment close to residential areas, thus reducing travel to and from work; which will provide clean, modern office buildings in landscaped settings; which will provide, adjacent to residential areas, appropriate districts for uses which do not generate large volumes of traffic, traffic congestion and parking problems; and which will promote the most desirable use of land in accordance with the city's land use plan."	"The C commercial business district is intended to be that permitting retail business and service uses which are needed to serve the nearby residential areas. In order to promote such business development insofar as it is possible and appropriate in each area, uses are prohibited which would create hazards, offensive and loud noises, vibration, smoke, glare, heavy truck traffic or late hours of operation. The intent of this district is also to encourage the concentration of local business areas to the mutual advantage of both the consumers and merchants and thereby promote the best use of land at certain strategic locations and avoid the continuance of encouraging marginal strip business development along major streets."



**Findings: Allowable Uses.** The uses permitted in the C, Commercial Business District include a mix of retail, office, restaurant, and residential uses, which are generally compatible with the commercial nature of Mack Avenue surrounding this property. While the property abuts two residential properties, the applicant has noted that buffering will be provided, per the requirements of the Grosse Pointe Woods City Ordinance. The associated site plan applications details that this proposed screening includes three new trees along the east side of the site, as well as a 5-foot stepped masonry screening wall with a decorative stone cap.

Further, the applicant has offered the voluntary condition of only one ground-floor "quick service" restaurant or food service use, which will operate approximately between the hours of 6:00am and 11:00pm, and will not include any liquor sales or service. These voluntarily offered conditions are intended to mitigate any potential adverse impact from noise and other nuisances.

#### **#3: SPECIFIC ZONING ORDINANCE CRITERION**

Could all requirements in the proposed zoning classification be complied with on the subject parcel?

#### Findings: Dimensional Requirements.

The project's compliance with dimensional standards will be further explored during the site plan review stage. However, the table below demonstrates that the proposed use can feasibly comply with the basic dimensional standards of the C, Commercial Business District. The table below demonstrates the requirements under the proposed C, Commercial Business District, and the dimensions proposed by the applicant in their corresponding Site Plan application.

Zoning Ordinance Standard	C, District Requirement Details	Required	Proposed	Notes
Max. Lot Area	None	None	0.758 acres	Complies
Max Lot Width	None	None	Mack Avenue: Approximately 134.63ft	Complies
Max Lot Coverage	None	None	Approximately 33,007 sq. ft.	Complies
Min. Front Setback (West)	No front yard is permitted where the property use is for the purposes specified in section 50-4.9 retail businesses and business offices.	0 ft.	0 ft.	Complies
Min. Side Setback (North / South)	In the Commercial Business District, no side yard is required on the street side of corner lots.	0 ft.	0 ft.	Complies



Zoning Ordinance Standard	C, District Requirement Details	Required	Proposed	Notes
Min. Rear Setback (East)	Rear yards are not required along interior rear lot lines for buildings or parts of buildings not used as dwellings, if all walls abutting or facing such lot lines are of fire-proof construction and wholly without windows or other openings; provided that in all cases where the rear wall is not of fireproof construction a rear yard shall be provided, and provided further that, in all cases where the rear wall is of fireproof construction and contains windows or other openings (other than emergency exits or vents), either a rear yard or an outer court as specified in subsection I shall be provided.	8 ft.	140 ft.	Complies
Max. Building Height	2 stories, 28 ft.	2 stories, 28 ft.	2 stories, 28 ft.	Complies

The site meets all requirements of the C, Commercial Business District. Such a rezoning allows for a buildable lot and does not create a new non-conformity.

#### Findings: Parking and Circulation.

Currently the Site Plan indicates a total of 7 residential units on the second floor, as well as 4 ground floor commercial tenant spaces. At this time, one-bedroom dwelling unit parking requirements apply; however, if the residential units change in size/type, the appropriate parking requirements would apply. The specific uses of the proposed commercial tenants have not yet been identified, and the parking requirements for those specific uses will apply once specific tenants seek to lease the space. At this time, general retail parking requirements are applied.

Use Type	Number of Off-Street Spaces Required	Parking	Number of Off- Street Parking Spaces Provided	Number of Parking Spaces within 500 ft.	Total Parking Spaces Available (on- and off-site) within 500 ft.
Multi-family Residential	Two for each efficiency or one-bedroom dwelling unit = 14 spaces	Total: 58	45 anggos in let	18 parking spaces on the East side of Mack Ave.	63 parking spaces (excluding S. Renaud)
Retail	One for each 200 square feet of gross floor area = 44 spaces	spaces required	45 spaces in lot	+ 14 parking spaces on S. Renaud	77 parking spaces total (including S. Renaud)

The site, and the surrounding 500-feet parking radius, offer flexibility in the variety of uses that could ultimately be proposed on this site. Each end user will be evaluated during the site plan phase, should this conditional rezoning be approved.



As detailed on the site plan, the proposed parking spaces comply with the minimum required dimensions of 9 ft. by 19 ft., and a 12 ft. by 50 ft. loading zone is proposed (in compliance).

Lastly, Section 50-5.3(U) requires that parking lots provide traffic lane markings to indicate entrances and exits, and to provide for the safe and orderly movement of vehicles. These required traffic lane markings are depicted on the plans. This includes markings on the ingress/egress from S. Renaud Road and on Oxford Road, as well as within the parking lot itself, as well as the inclusion of signage to bar turns onto the adjoining residential streets.

The applicant also submitted a Traffic Study, as is required for Conditional Rezoning Applications. A trip generation comparison was performed, indicating that the proposed development is comparable to the current use (medical office building) of the project site. Note that while the current medical office building is vacant, a fully operational medical office building would generate traffic comparable to estimates provided in the applicant's trip generation comparison.

The Traffic Study also sought to explore questions of pedestrian safety in the context of the new development. Sidewalks are currently provided along both sides of Mack Avenue, S. Renaud Road, and Oxford Road, and are proposed internal to the site. The Study explains that "the proposed development includes the removal of one (1) of the existing driveways on Oxford Road, which will reduce the number of conflict points between motorized vehicles and pedestrian / bicycle traffic, thereby improving non-motorized safety".

#### Findings: Architecture and Building Design:

The proposed building will be primarily composed of high-quality brick with dark grey aluminum accents, with additional glass windows on the top and bottom floor facade. The design of the building follows traditional, high quality architectural design which is encouraged by the Zoning Ordinance.

The architectural design features and requirements will be further reviewed during the Site Plan Review process. At this time, the proposed architectural elements are in line with the traditional, timeless design style of the Mack Avenue corridor and of surrounding residential neighborhoods.



For landscaping, the applicant proposes ornamental grasses and grass lawns adjacent to the proposed building, as well as four new planted trees. A screening wall is proposed along the eastern side of the property, where the site abuts two residential properties. Currently, the screening wall proposed at the east side of the side exceeds maximum height restrictions. To reach compliance with the screening wall requirements, the applicant would need to reduce the masonry wall height to 4 feet or submit for and receive a variance for a taller masonry wall. The screening of the subject site will be determined during the site plan review process.



## Conclusions

### **PROCESS**

Following consideration of public comments received during the Public Hearing, the Planning Commission has the following available motions when considering a map amendment (rezoning):

- Recommendation to the City Council for approval of the rezoning; or
- Recommendation to the City Council for denial of the rezoning.
- Table the application.

In the case of approval or denial, the Commission must specify the findings of fact which the decision is based upon.

### **RECOMMENDATION**

It is recommended that the conditional rezoning (map amendment) to the C, Commercial Business District at 20160 Mack Avenue be recommended for approval to the City Council, based on the following findings of fact:

- a. This rezoning and proposed development is consistent with numerous goals from the 2024 Master Plan, including Goal #1 Housing: Provide a range of housing choices for all ages, abilities, and incomes; Goal #2 Economic Development: Elevate Mack Avenue as a thriving, vibrant commercial corridor that meets the daily needs of residents and is a destination for visitors; and Goal #3 Community Character: Strengthen send of place, identity, and character throughout the City and its neighborhoods.
- b. This rezoning brings the site closer to the intentions of the 2024 Master Plan's Future Land Use Plan, which designates the site as "Corridor Mixed Use".
- c. The uses permitted in the C, Commercial Business District, including a mix of retail, office, restaurant, and residential uses, are generally compatible with the commercial nature of Mack Avenue surrounding this property. The applicant must provide appropriate buffering between adjacent properties of dissimilar zoning, per the requirements of the Ordinance, during the site plan review process.
- d. While the Voluntary Conditions offered by the applicant place an additional limitation on the type of future occupancy, i.e.: "The property shall be limited to one potential "quick services restaurant" with no drivethrough and shall not exceed 3,200 square feet", restaurants are subject to the City's Special Land Use process. Should a restaurant be proposed in the future, an additional public hearing and review of the specific use (including maximum occupancy, square footage, available parking, loading, etc.) will be evaluated for compliance with the Zoning Ordinance.
- e. The site meets all Zoning Ordinance dimensional requirements of the C, Commercial Business District. The rezoning allows for a buildable lot and does not create a non-conformity.
- f. The rezoning is not anticipated to significantly alter traffic generation in the area. The proposed uses are anticipated to generate comparable amounts of traffic to that of an operating medical office, and



- pedestrian and non-motorized transportation safety is expected to be improved through sidewalk connectivity and the reduction of a driveway.
- g. The design of the building follows traditional, high quality architectural design which is encouraged by the Zoning Ordinance and is largely compatible with the Mack Avenue Corridor and surrounding neighborhoods.

If you have further questions, please do not hesitate to contact us.

Respectfully submitted,

**McKENNA** 

Ashley Jankowski, AICP

Phley Janhowski

Associate Planner

## **CITY OF GROSSE POINTE WOODS**

## 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 Phone (313) 343-2440

## **REZONING APPLICATION**

1.	Applicant: John Vitale		· · · · · · · · · · · · · · · · · · ·
	Mailing Address: 27172 Woodward Ave. Street	Royal Oak City	48067 Zip
	Daytime Phone: <u>248-546-6700</u>	Fax:248-546-8454	4
2.	Property Owner: Buccellato Development		
	Mailing Address: 20259 Mack Ave, Suite 2	Grosse Pointe Woods, M	11 48236
	Daytime Phone: <u>(313)</u> 300-7280	Fax:	
3.	Project Manager: (required) John Vitale		
	Mailing Address: 27172 Woodward Ave.	Royal Oak	48067
	Street	City	Zip
	Daytime Phone: <u>248-546-6700</u>	_ Fax: <u>248-546-8454</u>	
	Other Phone: 313-516-9810		· · · · · · · · · · · · · · · · · · ·
4.	Address of Property: 20160 Mack Ave, Gro	sse Pointe Woods, MI 48	3236
5.	Legal Description of Property: See attached	d Legal Description	
	(or attach a legal boundary description)		
6.	Permanent Parcel Number: 400090100010	000	
7.	Request: To Rezone From: RO-1	To:	
	For the Following Purpose: RE-DEVELOPMENT OF THE SITE FOR M	MIXED USE	

Attach a detailed written statement fully explaining your request.

8. Present Use of Property: EXISTING MEDICAL OFFICE

\_\_\_\_\_\_\_

- 9. Attach an Accurate Drawing of the Site Showing:
  - a) Property boundaries
  - b) Existing buildings
  - c) Unusual physical features of the site or building
  - d) Abutting streets
  - e) Existing zoning on adjacent properties
  - f) Location of buildings on adjacent properties
- 10. Names and Addresses of all other Persons, Firms or Corporations having a Legal or Equitable Interest in the Property:

	V	1	Δ
П	N	/	_

Applicant must provide lease, purchase agreement or written authorization from Owner.

### **DECLARATION:**

I, the applicant, do hereby declare that I am the owner, or the authorized agent of the owner, of the above, legally described property on which the request is proposed, and that the answers given herein are true to the best of my knowledge. I understand that if the request is granted, I am in no way relieved from all other applicable requirements of the City of Grosse Pointe Woods Zoning Ordinance.

By virtue of my application, I do hereby declare that the appropriate appointed officials and City staff responsible for the review of my application are given permission to visit and inspect the property regarding my petition in order to determine the suitability of the request.

Applicant Signature:

Date: 09/30/2025

**Filing Fee:** \$750.00 + Public Hearing Fee \$375

### LEGAL DESCRIPTION

Land situated in the City of Grosse Pointe Woods, County of Wayne, State of Michigan, described as follows:

All of Lot 1 and Lot 2, excepting therefrom the East 15.31 feet in Arthur J. Scully's Eastmoreland Park, being a subdivision of part of Private Claim 240, Village of Lochmoor, according to the plat thereof recorded in Liber 63, Page 42 of Plats. Also all that part of P.C. 611, Village of Grosse Pointe Woods, bounded and described as follows: Beginning at a point at the intersection of the East line of Mack Avenue, as widened, and the South line of said P.C. 611, said point being South 71 degrees East a distance of 104.43 feet from the middle line of Mack Avenue; thence along said South line of P.C. 611, South 71 degrees East a distance of 227.28 feet to the Southwest corner of Renmoor Park Subdivision; thence along the West line of said subdivision North 6 degrees, 37 minutes, 22 seconds East a distance of 124.37 feet to the South line of Renaud Road; thence along Renaud Road North 88 degrees, 22 minutes West a distance of 87.05 feet; thence turning to the left on a curve having a radius of 459.14 feet Westerly, 49.95 feet (chord bears South 88 degrees, 31 minutes West a distance of 49.93 feet); thence South 85 degrees, 24 minutes West a distance of 87.48 feet to the East side of Mack Avenue; thence along Mack Avenue South 6 degrees, 37 minutes, 22 seconds West 2 distance of 44.00 feet to the place of beginning.



Date: 9/30/2025

City Council of Grosse Pointe Woods 20025 Mack Plaza Drive Grosse Pointe Woods, MI 48236

Subject: Conditional Rezoning Request — Proposed Conditions

To Whom it May Concern,

On behalf of Buccellato Development and Mack & Oxford, LLC, we are submitting the following conditions in support of our request for conditional rezoning of the property located at 20160 Mack Ave. Grosse Pointe Woods, MI 48236.

- 1. Limitation on type of occupancy The property shall be limited to one potential "quick service restaurant" with no drive through and shall not exceed 3,200 square feet.
- 2. Residential Use We are committed to a second-story residential use consisting of up to seven (7) apartment units.
- 3. Hours of Operation The restaurant shall operate approximately between the hours of 6:00 a.m. and 10:00 p.m. Hard liquor sales or service shall not be permitted.
- 4. Setbacks Setbacks shall be as shown on Site Plan A-1.
- 5. Provide Dust Mitigation Plan at time of construction.
- 6. Construction Hours per city of GPW City Ordinances.

These conditions are proposed to ensure that the development remains compatible with the surrounding area and consistent with the intent of the GPW zoning ordinance.

Thank you for your review and consideration of this request.

Sincerely, Justin A. Buccellato Buccellato Development



09/30/2025

Building Department City of Grosse Pointe Woods 20025 Mack Plaza, Grosse Pointe Woods, MI 48236

Re: 20160 Mack Ave.

Architects' Project No.: 2025.018

To Whom it May Concern,

Please find below a detailed written statement fully explaining the request to rezone the property at 20160 Mack Ave.

The existing zoning of the parcel at 20160 Mack Ave. is RO-1 and its current use is for a medical office. The request to rezone this parcel to C Commercial is to permit re-development of the site as a mixed use two-story building. The existing building and parking lot on site are currently in poor condition. The intent of the development group is to demolish the existing building and parking lot and construct a new building approximately 8,800 square feet and parking lot suitable for the proposed commercial and residential uses. The location and layout of ingress and egress on the southern property boundary will be modified to accommodate the new parking layout. There are no proposed changes to the existing property boundaries. All necessary steps will be taken to provide appropriate buffering between adjacent properties of dissimilar zoning per Grosse Pointe Woods City Ordinance. Additional details may be found in the drawings enclosed.

Sincerely,

John A. Vitale, AIA, NCARB

**Enclosure: City Submittal Update Drawings** 

# MIXED-USE DEVELOPMENT

# 20160 Mack Ave, Grosse Pointe Woods, MI 48236

## **DEVELOPER**

BUCCELLATO DEVELOPMENT 20259 MACK AVE, SUITE 2 GROSSE POINTE WOODS, MI 48236 (313) 300-7280

## **ARCHITECT**

STUCKY VITALE ARCHITECTS 27172 WOODWARD AVENUE ROYAL OAK, MICHIGAN 48067 (248) 546-6700

## PROJECT INFORMATION

PROJECT DESCRIPTION

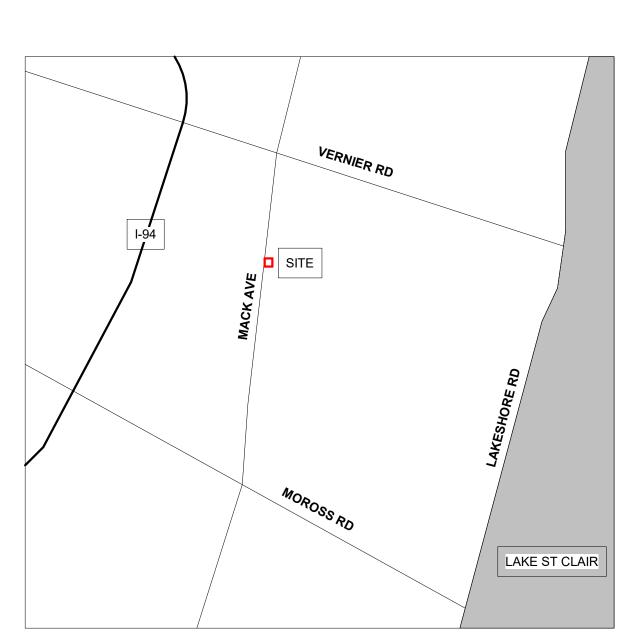
RE-DEVELOPMENT OF EXISTING SITE FOR MIXED USE, TWO-STORY.

DEMOLITION OF EXISTING STRUCTURE & CONSTRUCTION OF NEW MIXED USE DEVELOPMENT

IMPROVEMENTS TO EXISTING SITE AND PARKING LOT.

DWG#	DRAWING NAME	ISSUED FOR	DATE				
G1	COVER SHEET, GENERAL INFORMATION, DRAWING INDEX CITY SUBMITTAL						
DRAWIN	GS: 1	·	·				
	SHEET INDEX - ARCHITECTU	JRAL					
DWG#	DRAWING NAME	ISSUED FOR	DATE				
A1	SITE PLAN + LANDSCAPE PLAN + DETAILS	CITY SUBMITTAL	09.30.25				
A2	EXTERIOR ELEVATIONS + RENDERING	CITY SUBMITTAL 09.3					
A3	FLOOR PLAN - GROUND LEVEL	CITY SUBMITTAL	09.30.25				
A4	FLOOR PLAN - UPPER LEVEL	CITY SUBMITTAL	09.30.25				
DRAWIN	GS: 4						
	SHEET INDEX - REFERENCE	CE					
DWG#	DRAWING NAME	ISSUED FOR	DATE				
1 OF 1	PHOTOMETRIC PLAN	CITY SUBMITTAL	09.30.25				
	LIGHT FIXTURE SPECIFICATIONS						
1 OF 1	ALTA/NSPS LAND TITLE SURVEY	CITY SUBMITTAL	09.30.25				
DRAWIN	GS: 2						

NOTE:
THESE CONSTRUCTION DRAWINGS WERE PREPARED FOR COMPLIANCE WITH THE MICHIGAN CONSTRUCTION CODES IN EFFECT AT THE TIME OF PERMIT SUBMITTAL. ALL ENGINEERS, CONTRACTORS AND SUPPLIERS INVOLVED WITH THIS PROJECT SHALL COMPLY WITH THE SAME CODES, ISSUED AND APPROVED CODE MODIFICATIONS AND/OR CITY CODE AUTHORITY CONSTRUCTION BOARDS OF APPEALS RULINGS AND WHENEVER REQUIRED SHALL PROVIDE SHOP DRAWINGS AND SUBMITTALS CLEARLY DESCRIBING COMPLIANCE TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE FOR REVIEW AND APPROVAL.







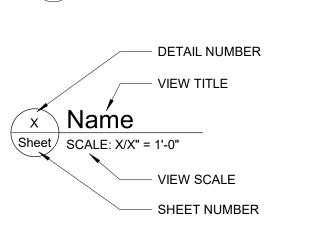
CONCEPTUAL RENDERING

## SYMBOL LEGEND



A101 INTERIOR ELEVATION TAG

EXTERIOR ELEVATION TAG



ROOM NAME
ROOM NAME
101
ROOM TAG

0, 0 DATUM WORKPOINT

A

LETTERS DESIGNATE
HORIZONTAL COLUMN LINES

HORIZONTAL COLUMN LINES

SQUARE DESIGNATE EXISTING
COLUMN GRID

DOOR TAGS

NEW DOOR TAG
DESIGNATION

EXISTING DOOR TAG
DESIGNATION (ONLY IF
EXISTING DOOR TO BE
MODIFIED)

2C3-Ys PARTITION TAG

XX KEYNOTE TAG

EQUIPMENT TAG

SHEET REF FOR DRAWING CONTINUATION

ZONE B MATCH LINE

ZONE A

## ABBREVIATION LEGEND

¢ or ← CENTERLINE ANGLE DIAMETER PLUS OR MIN **ACCESSIBILITY** ACCESS. ACOUS. ACOUSTICAL NOT IN CONTRACT ACT ACOUSTICAL CEILING TILE NOMINAL NTS AREA DRAIN NOT TO SCALE A.D. O/C OFC OPNG **ADJUSTABLE** ON CENTER A.F.F. ABOVE FINISH FLOOR **OPENING** ALUMINUM OPP ANOD. ANODIZED **OPPOSITE** OVFD ARCH. ARCHITECTURAL or ARCHITECT OVERFLOW DRAIN ASPH. **ASPHALT** PLASTIC LAMINATE PLAS BARRIER FREE PLASTER BLDG. PNT BUILDING PLYWD PLYWOOD BLK'G. BLOCKING PREFAB BOT. BOTTOM PREFABRICATED PREFINISH or PREFINISHED CAB. PROJ CABINET PROJECTION CEM. CEMENT C.J. CONTROL JOINT REFLECTED CEILING PLAN CEILING COLD FORMED METAL FRAMING R.C. **ROOF CONDUCTOR** C.O. CLEAN OUT **ROOF DRAIN** CLO. CLOSET REINF REINFORCING CLR. CLEAR REQ'D REQUIRED COL. COLUMN RESIL RESILIENT CONC. CONCRETE ROOFING CORNER GUARD CONST. CONSTRUCTION R.S. **ROOF SUMP** CONT. CONTINUOUS SAN SANITARY COR. SOLID CORE CORRIDOR SCHED CORR. CORRUGATED SCHEDULE CPT SIM C.T. CERAMIC TILE SIMILAR CTSK **COUNTER SUNK** SPEC **SPECIFICATIONS CURTAIN WALL** ST.STL STAINLESS STEEI DRINKING FOUNTAIN DET. **SOLID SURFACE** DIAMETER STD STL DIM. DIMENSION STANDARD STEEL STN DOOR OPENING STAIN D.O. STOR STORAGE STRUCTURAL or STRUCTURE DOWN SPOUT STRUCT DWG. DRAWING SUSP SUSPENDED DWR. DRAWER SYMMETRICAL **EXPANSION JOINT** T&B TOP AND BOTTOM **ELEVATION** TERRAZZO T.O.C. ELEC. ELECTRICAL TOP OF CURB **ELEVATOR** T&G TONGUE AND GROOVE ELEV. E.O.S./EOS EDGE OF SLAB THK E.O.D./EOD EDGE OF DECK THRES. THRESHOLD ELECTRICAL PANEL T.O.P. **TOP OF PARAPET** EPX **EPOXY TOILET ACCESSORY** EQ. **EQUAL** TELEVISION **EQUIPMENT** T.O.W. **EACH WAY** TOS / T.O.S. TOP OF STEEL EXIST. / EX **TYPICAL** U/C UNDERCUT EXTERIOR UNLESS NOTED OTHERWISE U.SK. V.B. FIRE ALARM UTILITY SINK VAPOR BARRIER FLOOR DRAIN VCT VERT. FOUNDATION VINYL COMPOSITION TILE FIRE EXTINGUISHER VERTICAL VEST FIRE EXTINGUISHER CABINET VESTIBULE FIRE HOSE CABINET VINYL FLOORING V.I.F. FIN VERIFY IN FIELD **FLOOR** WIDTH WALL BASE F.O.S. FACE OF STUD **FPRF FIREPROOF** W.C. WATER CLOSET WC WALLCOVERING WD FIBERGLASS REINFORCED PANEL WOOD FIRE RETARDANT TREATED WITHOUT WATER RESISTANT FULL SIZE WSCT. FOOT or FEET WAINSCOT FOOTING WT. WEIGHT W.W.F. FUR WELDED WIRE FABRIC **FURRING** GAUGE GALVANIZED **GRAB BAR** GFRC. GLASS FIBER REINFORCED CONCRETE GYP. GYPSUM HOSE BIBB H.C. **HOLLOW CORE** HDWD HARDWOOD **HDWE** HARDWARE **HOLLOW METAL** HORIZ. HORIZONTAL HGT HEIGHT INSUL INSULATION INSULATED METAL PANEL INSULATED METAL WALL PANEL INTERIOR JANITOR'S CLOSET KITCHEN LAVATORY LENGTH L.L.V. LONG LEG VERTICAL LVT LUXURY VINYL TILE MAX MAXIMUM

MECHANICAL

MINIMUM

MANUFACTURER

MISCELLANEOUS

MASONRY OPENING

MFR.

MIN.

SVA TUCKY WITHE ADCIDITECT

STUCKY VITALE ARCHITECTS
27172 WOODWARD AVENUE
ROYAL OAK, MI 48067-0925
P. 248.546.6700
F. 248.546.8454

WWW.STUCKYVITALE.COM

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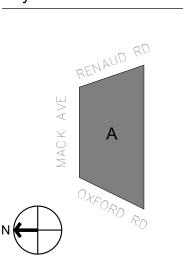
Seal:



Project :
MIXED-USE
DEVELOPMENT

20160 Mack Ave, Grosse Pointe Woods, MI 48236

Key Plan:



Issued for

CITY SUBMITTAL 09.30.25

Drawn by :

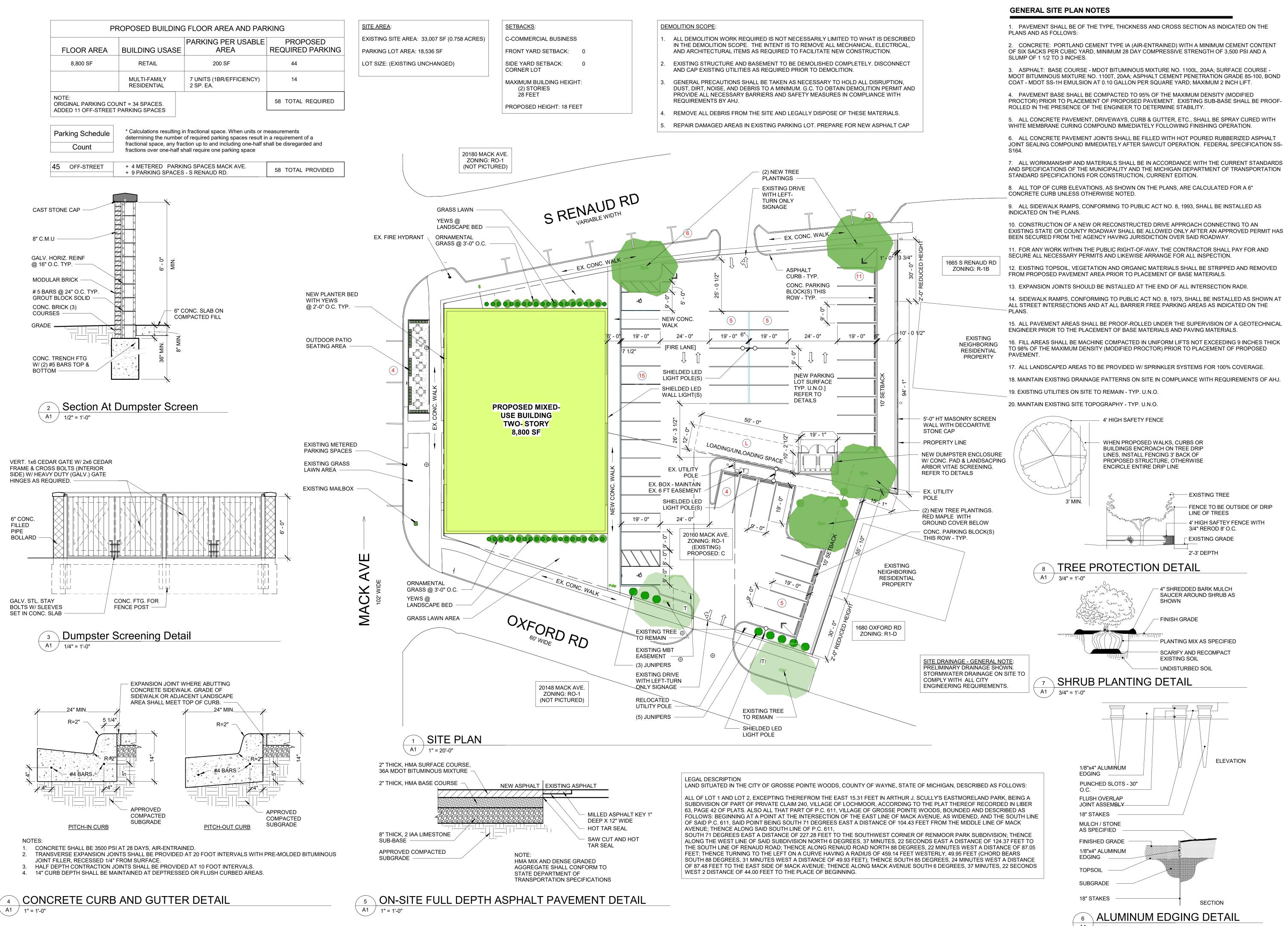
JPM
Checked by:

Sheet Title:

COVER SHEET, GENERAL
INFORMATION, DRAWING INDEX

Project No. : 2025.018

Sheet No. :



STUCKY VITALE ARCHITECTS 27172 WOODWARD AVENUE

ROYAL OAK, MI 48067-0925 P. 248.546.6700

F. 248.546.8454 WWW.STUCKYVITALE.COM

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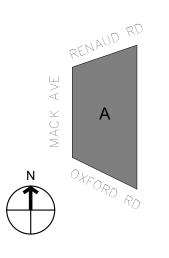
JOHN A. VITALE ARCHITECT 1301029086

Project: **MIXED-USE** 

DEVELOPMENT

20160 Mack Ave, Grosse Pointe Woods, MI 48236

Key Plan:



Issued for

CITY SUBMITTAL

09.30.25

Drawn by JGB, JPM

Checked by JPM, JAV

**DETAILS** 

Sheet Title SITE PLAN + LANDSCAPE PLAN +

Project No. 2025.018

Sheet No.

A

A1  $\int 3/4" = 1'-0"$ 

E	EXTE	RIOR FINISH SCHEDULE
MASONRY	BR-1	BRICK MFG: BELDEN BRICK OR APPROVED EQUAL COLOR: BELCREST 730 - OR SIMILAR SIZE: MODULAR
WIND.	SF-1	STOREFRONT MFG: KAWNEER OR SIMILAR COLOR: NIGHT HAWK GRAY FINISH: POWDER COATED (OR EQUAL) SIZE: (VARIES)
DOORS	DR-1	ALUMINUM ENTRANCE DOOR SYSTEM MFG: KAWNEER OR APPROVED EQUAL STYLE: 2" X 6" COLOR: TO MATCH WINDOW FRAME WITH CLEAR GLASS
GLASS	GL-1	ALL GLASS TO BE: 1", LOW-E, INSULATED GLASS MFR: VIRACON OR APPROVED EQUAL COLOR/STYLE: CLEAR
MISC.	TR-1	TRIM: FIBER CEMENT BOARD - HARDIE OR APPROVED EQUAL COLOR: DARK GRAY TO MATCH STOREFRONT
Σ	MTL-1	COPING: PREFINISHED ALUMINUM COLOR: MATCH ADJACENT MATERIALS
	MTL-2	RAILING: PREFINISHED ALUMINUM COLOR: MATCH ADJACENT MATERIALS

## SIGNAGE - GENERAL NOTE:

SIGNAGE AREAS TO COMPLY WITH CITY OF GROSSE POINTE WOODS ZONING ORDINANCE. ALL TENANT SIGNAGE TO BE PERMITTED SEPARATELY.



## CONCEPTUAL RENDERING - EXTERIOR



STUCKY VITALE ARCHITECTS 27172 WOODWARD AVENUE ROYAL OAK, MI 48067-0925 P. 248.546.6700

F. 248.546.8454 WWW.STUCKYVITALE.COM

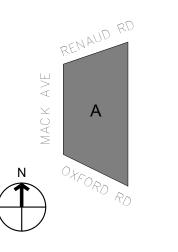
STATEMENT OF INTELLECTUAL PROPERTY: THE IDEAS, CONCEPTS, DRAWINGS AND THOUGHTS CONVEYED HEREIN ARE DRAWINGS, IN WHOLE OR IN PART, MAY NOT BE REPRODUCED, WITHOUT THE WRITTEN CONSENT OF STUCKY VITALE ARCHITECTS. THIS INFORMATION IS PROTECTED UNDER U.S. COPYRIGHT LAW, ALL RIGHTS RESERVED Consultants



Project: MIXED-USE DEVELOPMENT

20160 Mack Ave, Grosse Pointe Woods, MI 48236

Key Plan:



Issued for CITY SUBMITTAL 09.30.25

Drawn by: JGB, JPM

Checked by: JPM, JAV

Sheet Title: EXTERIOR ELEVATIONS + RENDERING

Project No. 2025.018

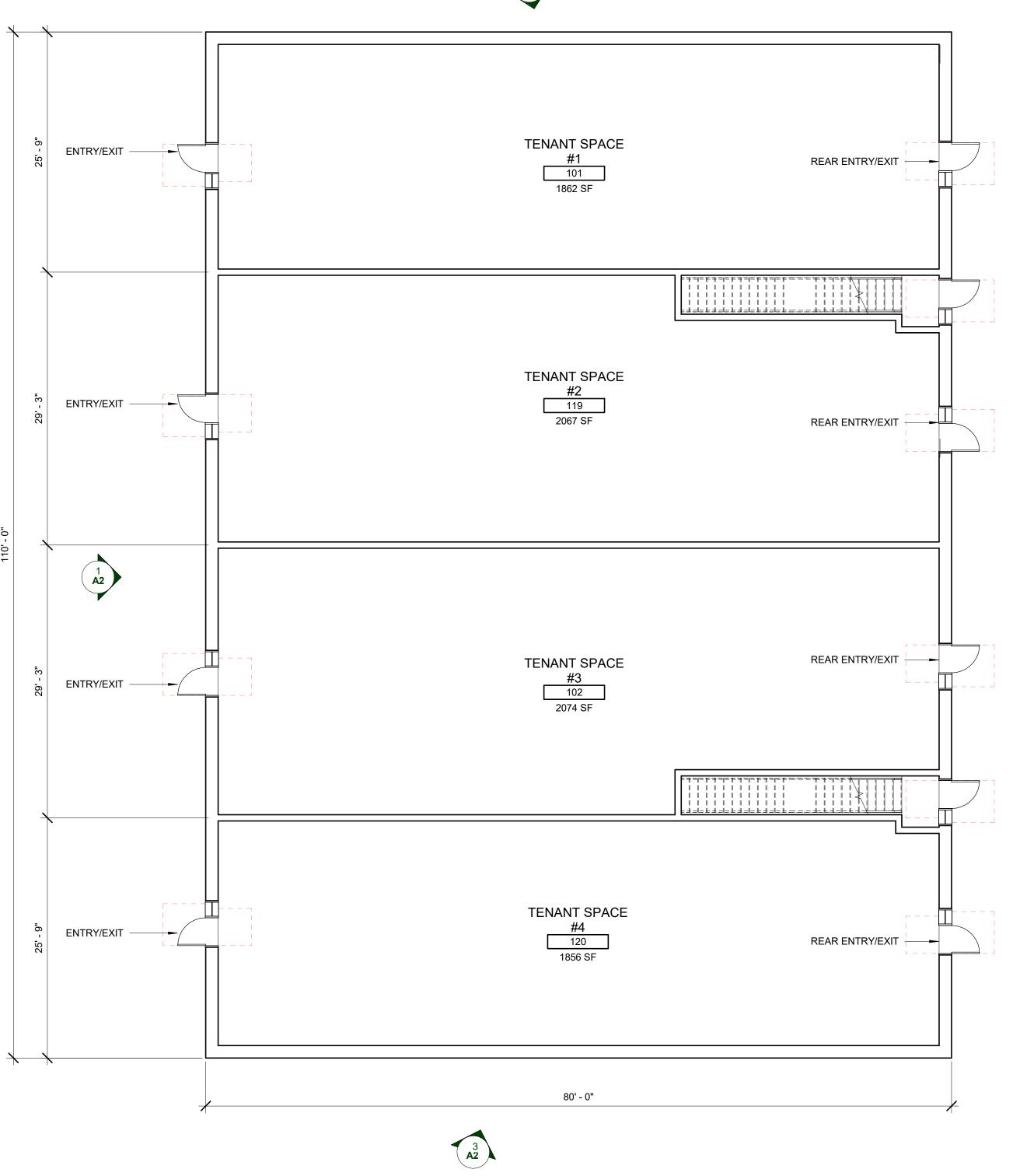
Sheet No.

**A2** 

PROPOSED MIXED-**USE BUILDING** TWO-STORY

> 8,800 SF **FOOTPRINT**





FLOOR PLAN - GROUND LEVEL

## **GENERAL FLOOR PLAN NOTES**

- 1. THIS DRAWING IS DIAGRAMMATIC AND SHOULD BE USED TO DETERMINE THE DESIGN INTENT. THE CONTRACTOR IS RESPONSIBLE FOR THE COMPLETE SET OF WORK AS INDICATED AND SHALL FIELD VERIFY ALL WORK, COORDINATE ALL DRAWINGS / NEW WORK AND SHALL NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE DOCUMENTS BEFORE PROCEEDING. FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR TAKING FULL RESPONSIBILITY AND LIABILITY FOR SAID DISCREPANCIES.
- 2. ALL DIMENSIONS ARE SHOWN FROM FINISH FACE TO FINISH FACE OF PARTITION UNLESS OTHERWISE NOTED.
- 3. WALL THICKNESS' ARE NOMINAL NOT ACTUAL DIMENSIONS. SEE WALL SCHEDULE FOR ACTUAL DIMENSIONS.
- 4. ALL WOOD, INCLUDING BLOCKING, USED ON THE PROJECT SHALL BE FIRE RETARDANT TREATED.
- 5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL LOCAL, STATE, COUNTY CODE REGULATIONS, O.S.H.A., AND THE AMERICAN WITH DISABILITIES ACT (ADA). REFER TO THE CODE PLAN FOR MORE INFORMATION.
- 6. PROVIDE POSITIVE SLOPE TO ALL FLOOR DRAINS WHILE KEEPING FLOOR LEVEL AT WALL BASE CONDITION.
- 7. PROVIDE TRANSITION STRIPS AT EACH CHANGE IN FLOOR FINISH MATERIALS.
- 8. PROVIDE CONTROL JOINTS IN GYPSUM BOARD PARTITIONS AT 30'-0" O.C. MAXIMUM AND AS INDICATED IN THE CONTRACT DOCUMENTS.
- 9. CONTRACTOR SHALL CONDUCT A ROUGH ELECTRICAL INSPECTION WITH OWNER, PRIOR TO ENCLOSING WALLS, FOR THE PURPOSE OF CONFIRMING ALL J-BOX LOCATIONS FOR POWER, DATA, VOICE, SWITCH, THERMOSTAT, ETC.
- 10. A TACTILE SIGN STATING 'EXIT' AND COMPLYING WITH ICC-A117.1 SHALL BE PROVIDED ADJACENT TO EACH DOOR TO AN 'AREA OF REFUGE', AN EXTERIOR AREA FOR ASSISTED RESCUE, AN EXIT STAIRWAY, AN EXIT RAMP, AN EXIT PASSAGEWAY, AND THE EXIT DISCHARGE.
- 11. PROVIDE PERMANENT MIN 3-INCH HIGH CONTRASTING COLOR MARKING AND IDENTIFICATION AT ALL FIRE WALLS, FIRE BARRIERS, FIRE PARTITIONS, SMOKE BARRIERS, SMOKE PARTITIONS OR ANY OTHER WALL REQUIRED TO HAVE PROTECTED OPENINGS OR PENETRATIONS WITHIN 15 FEET AT THE END OF EACH WALL, AND NOT EXCEEDING 30 FEET MAXIMUM HORIZONTAL INTERVALS, MINIMUM 2 LOCATIONS EACH WALL. TYPICAL FOR ACCESSIBLE CONCEALED FLOOR, FLOOR-CEILING, OR ATTIC SPACES PER CODE (MBC 703.7)





STUCKY VITALE ARCHITECTS

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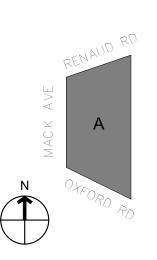
Consultants



MIXED-USE DEVELOPMENT

20160 Mack Ave, Grosse Pointe Woods, MI 48236

Key Plan:



Issued for

CITY SUBMITTAL 09.30.25

Drawn by:

Checked by:

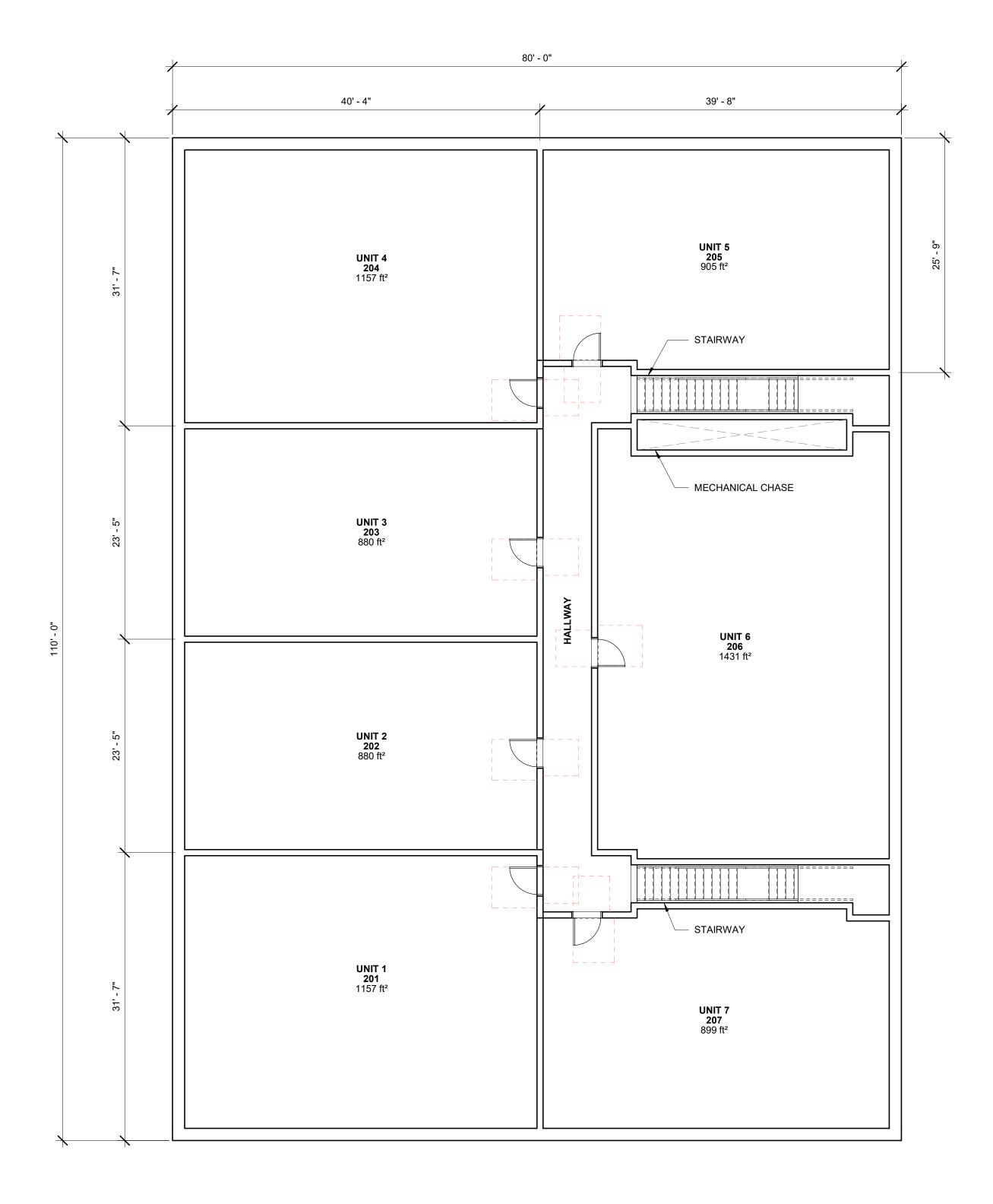
Sheet Title :

FLOOR PLAN - GROUND LEVEL

Project No.

Sheet No.

**A3** 



T FLOOR PLAN - UPPER LEVEL

## **GENERAL FLOOR PLAN NOTES**

- 1. THIS DRAWING IS DIAGRAMMATIC AND SHOULD BE USED TO DETERMINE THE DESIGN INTENT. THE CONTRACTOR IS RESPONSIBLE FOR THE COMPLETE SET OF WORK AS INDICATED AND SHALL FIELD VERIFY ALL WORK, COORDINATE ALL DRAWINGS / NEW WORK AND SHALL NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN THE DOCUMENTS BEFORE PROCEEDING. FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR TAKING FULL RESPONSIBILITY AND LIABILITY FOR SAID DISCREPANCIES.
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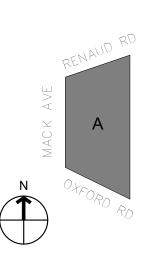


Project:

MIXED-USE DEVELOPMENT

20160 Mack Ave, Grosse Pointe Woods, MI 48236

Key Plan:



Issued for

CITY SUBMITTAL 09.30.25

Drawn by:

Checked by:

Sheet Title : FLOOR PLAN - UPPER LEVEL

Project No.

Sheet No.

A4

## **General Note**

- 1. SEE SCHEDULE FOR LUMINAIRE MOUNTING HEIGHT.
- 2. SEE LUMINAIRE SCHEDULE FOR LIGHT LOSS FACTOR.
- 3. CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: GRADE

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS

INDICATED ARE FROM GRADE AND/OR FLOOR UP. THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING

ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN

UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIRMENTS DEFINED IN ASHRAE 90.1 2019. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT CONTROLS@GASSERBUSH.COM OR 734-266-6705.

## **Alternates Note**

THE USE OF FIXTURE ALTERNATES MUST BE RESUBMITTED TO THE CITY FOR APPROVAL.

## Ordering Note

QUOTES@GASSERBUSH.COM OR 734-266-6705.

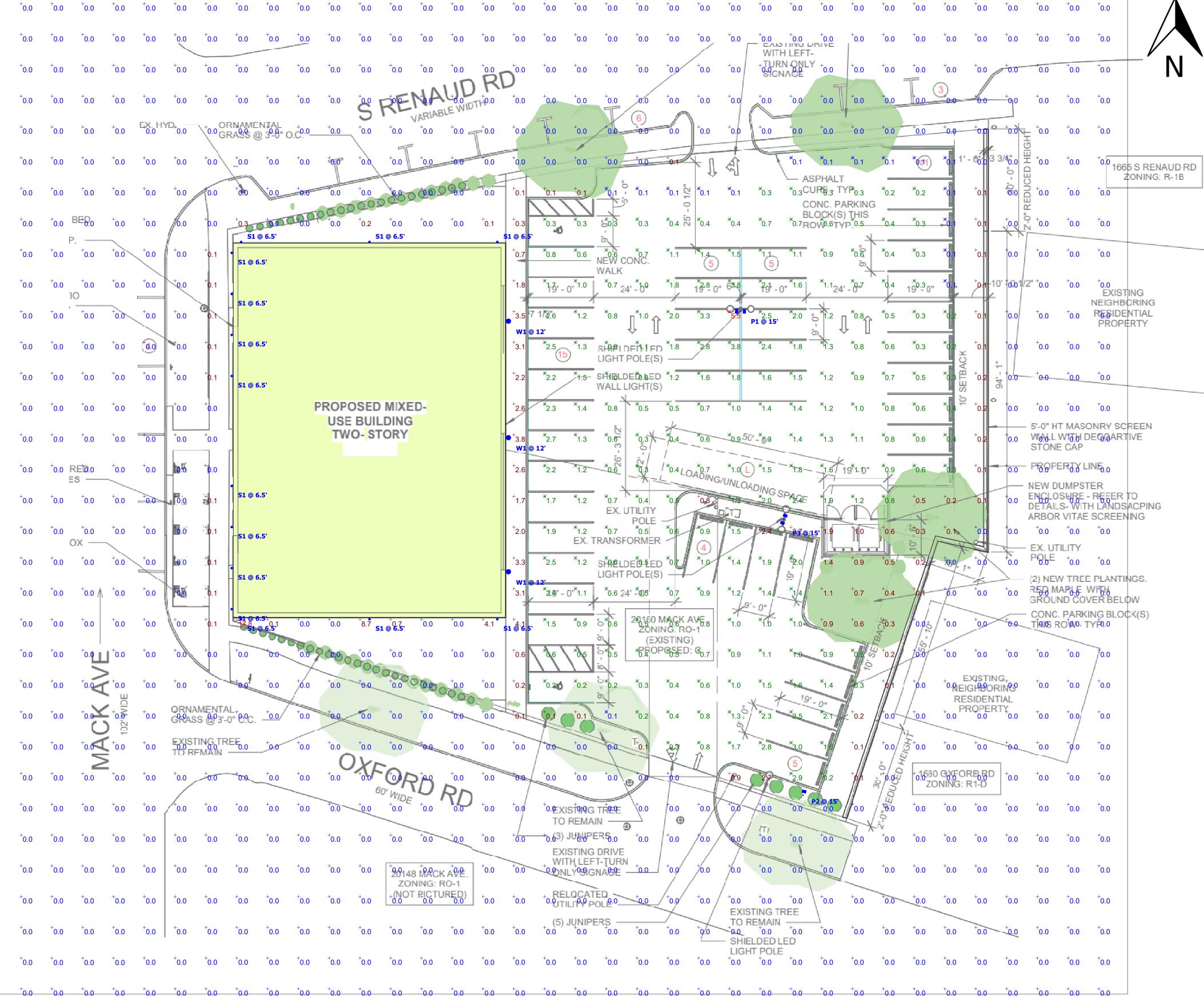
## **Drawing Note**

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

FOR INQUIRIES CONTACT GASSER BUSH AT

## **Mounting Height Note**

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



**Plan View** Scale - 1" = 16ft

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Overall/Grade	+	0.3 fc	17.8 fc	0.0 fc	N/A	N/A
Parking & Drive Lanes	Ж	1.0 fc	5.5 fc	0.1 fc	55.0:1	10.0:1

Designer Date 09/23/2025 Scale Not to Scale Drawing No. #V4

MACK / EXTERIOR PHOTC GASSER BUSH / WWW.GASSER

Lumenicon

Rotated optics

P10 P12

P117 P137

NUTAIR2 PIRHN milight AiR gen 2 emabled with

pi-my motion / ambient sensot

5-10 inquiting hight, ambies i

First Now, Intolion/arribient sensor

5-40 mounting height, ambient

NEMA twist-look receptacies of y

Five-pin receptacle only (control)

(controls entires eparate)

amnocenabled at 26, 13 0,111

urnsor enabled at 26. 0 4 3

(this section 70CR) only)

70CRI

BOCKI

80CRI

80CRI

BOCKI

PER7 Seven-pin receptable only

FAO Field adjustable output

BL30 Bi-level switched dimming

BLSO Bi-level switched dimming.

OMG 0-10/dimming wires pulled

separately)

ounde foture (for the

an external control, codered

(controls ordered separate)

30K 3000K

40K 4000K

50K 51000

27K 2700K

BOK BOOK

35K 1500M

40K 4000K

SOK SHOOK

ntrol option:

Shipped installed

Other options

Shipped installed

L90 Left totated optics1

R90 Right waterd optics

Shipped separately

SF Single fuse (120, 277, 347V)2"

DF Double fuse (208, 240, 480V)

BSDB - Bird Spikes (field install required)

H5 Houseside shield (black finish standard)

TAM Type IV medium

T4LG Type IV low glare

TFTM. Forward throw

muzium

ordered separate) \* \*\* A LITHONIA LIGHTING

COMMERCIAL OUTDOOR

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1 Acuity Way • Decatus, Georgia 30035 • Phone: 1-800-705-SERV (7378) •

EGSR External Glare Shield (reversible, field install required, matches housing finish)

D-Series Size 0 LED Area Luminaire

## Introduction

The modern styling of the D-Series features a highly refined aesthetic that blends seamlessly with its environment. The D-Series offers the benefits of the latest in LED technology into a high performance, high efficacy, long-life

The photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series outstanding photometry aids in reducing the number of poles required in area lighting applications, with typical energy savings of 70% and expected service life of over 100,000 hours.



TSM Type V median

TSLG Type V low glare

BLC3 Type II backlight

BLC4 Type IV backlight

LCCO Telt comer cutoff

RCCO Right corner cusoff

BLC4 Type IV backlight 240 M.24

TSW Type V wide.

**EXAMPLE:** DSX0 LED P6 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect. \*See ordering tree for details

MVOLT (FZIPY-277V)

HVDLT (3479-480//)

XVDLT (277V-480V)

Shipped included

Square pole mounting (#8 miling 35" min: 50 pole)

Lund pale mounting (#8

milling, 3" mon. RND pole)

chilling 3" min. 50 pale)"

stilling 3" min. RND pole)."

(#8 chilling 3" min. 5Q pole)

RPA5 Round pole mounting (#5

WBA Wall teacher

DOBXD Dari Brunze

DNAXD Natural Alternation

DDBTXD Textured dark bronze

DNATXD | Festured natural aluminum

DSX0-LED

Page 1 of 9

Rev. 08/28/25

DBLBXD Fextured black

DWHGXD Textured white:

DOLXD Hack

DWHXD White

SPASN Square narrow pole mounting

MA Masi arm adapter (mounts on 2.3/6 CD borizontal renon)

-	
	A
Α.	В.

## 8" ROUND DIRECT / ADJUSTABLE INDIRECT

ACCENTUATOR SERIES

APPLICATION

## CO816ADJUXT - WALL MOUNT

8" round x 16" high 8" diameter series direct / indirect cylinder luminaire with adjustable tilt indirect (uplight) component.

FEATURES Spectrum's Cylinder series provides traditional architectural style with high performance and energy efficient illumination. Rugged design with flexible mounting, finish and LED options make these extremely versatile fixtures. Quick change LED module with interchangeable optics for job site flexibility and fixture upgrade. Uplight LED module may be filted up to 20° from vertical and locked.

Multi-stage polyester powder-coat process applied on our dedicated paint lines. See mounting and color pages for standard finishes. All exposed materials are chromate pretreated to resist corrosion.

## ELECTRONICS

LED system features Xicato LED module with proprietary phosphor technology that provides consistent stable color with CCT control at +/- 100K over life of the light engine. Base CRI is 83 with 2-step MacAdam Ellipse binning. High CRI is 98 with 1 x 2-step MacAdam Ellipse binning. Variety of electronic 120V/277V and dimming drivers. 1 or 2 circuit operation.

## CONSTRUCTION

Fabricated seamless aluminum fixture housing. Silicone gasket seals optical chamber. Specular primary optical reflectors provide high efficiency illumination. Impact resistant tempered glass lenses. Stainless steel hardware with galvanized steel brackets to resist cotrosion. Trim formed from .063 thick high purity aluminum and finished to specification.

BAA compliant. ETL certified to meet US and Canadian standards. Suitable for dry or damp locations. Wet Location Option: Manufactured and tested to UL standards No. 1598/8750.

LUF	MENS / WAT	TAGE DATE		
PART NUMBER	SOURCE LUMENS	DELIV- ERED LUMENS*	SYSTEM WAITS*	LPW
CORRESPONDED TO THE PROPERTY OF THE PROPERTY O	2000	1846	18	90
COSIGADULD(TIBLe2	2600	2216	26	85
COB/BADJUNTZOUAZ	4000	5400	49	70

SERIES	UPLI	GHT <sup>4</sup>		DOWN	LIGH	ŧΤ	C	CT	DRIVE	R / DIMMING <sup>e</sup>	OF	TIONS'		TRIM		MOUNTING®		FINISH
CORIGADJUXT	LLIMENS!	артю	cs	LUMENS'	OP1	ncs	83	CRI	EX	Électronic Driver,	WL	Wet	TSG	Semi Diffuse Low	WM3	Wall Mount 5" Extension	MW'	Matte White
	10L 1000 Lm 13L 1300 Lm	MD 3 MD 3 WD 4 XW 5	3° 0° 2°	10L 1000 Lm 13L 1300 Lm	MD MD WD XW	22° 39° 48°	30K 35K	2700K 3000K 3500K 4000K		120V/277V 109b, 0-10V, 120W/277V 196, 0-10V, 120V/277V		Location Fuse Holder and Fuse 2 Circuit	TCY	Indescent Clear Same Color as Cylinder Clustom Color	WMS	Wall Mount 5" Extension	1.74	
	20L 2000 Lm			20L 2000 Lm			27HK 30HK 35HK	2700K 2700K 3000K 3500K 4000K	DS2W1	ELV/MLV, 120V			50	LENS Clear Glass Lens Micro Prism Solite <sup>34</sup> Lens Frosted Glass Lens	EMRM	RENCY BATTERY OPTIONS  7W Remote EM  7W Remote with Enclosure		

## EXAMPLE: CO816ADJUXT10LND20LWD35KEX/TSGS0/WM5/MW

1 Normal Source Lumens of Any CCT 2 territorial Delivered Lumens at 85 CR of Any CCT with Will Car, WIDTER SD 3 At 60 CR of 41/4 Cream Street Bry 6 15. Marchine rest excession with the CCP Option 6 Contact Factory for Additional Options 7 See Product Options Page for Details 8 Standard Lens for All Indiced and Direct #N, ND 9 Standard Lens for All Indiced Mill, NO, NW 10 See Mounting Page for Details on Companions and Freshall 11 Reference Corp. Sheet Located on Product Webpage for Full Ltd of Available Colons Consult Factory for Special Finance 12 Standard Finance 12 Standard Finance



WWW.5/30LIGHT.50M - 334 JEFF 6/50M 51/EET FALL TVET MA 02721 - 506 6/3/2003 PAX 508.676,22667

83-00044\_RC

Specification Sheet

Catalog / Part Number Side View 013 017 WO WIT Side Mount Am Plat Am Chie In STX Aim Configuration Bottom view

Distributio	ons			Desc
•	•			
Type II	Type fit.	Type IV	Type V Square	
		-		
Back gls threat	Type III Backight sheds	Type IV Hacklight should	Type v Sofulle	Feat

# Colors and Color Temperatures

2200K 2700K 3000K 3500K 4000K 5700K

ON/OFF 0-10V

IP66 (optical chamber) Certifications



	Area Medium is ready to take it to the streets (or parking lots, or building sides, or onramps, or).
Features	
Color and Color Temperature	2200K, 2700K, 3000K, 3500K, 4000K, 5700K
Distributions	Type II, Type III or Type IV (with or without backlight shield).  Type 5 square and Type V Softsite
3G Vibration Rated	Meets 3G ANSI C136.31-2010 vibration standard for bridge applications
Options	Corrosion-Resistant Coating for Hostile Environments, Surge Protector, 5-Pin Receptable With ar Without Sharling Cap; 7-Pin Receptable With or Without Sharling Cap
Mounting Options	Side Overlap (2.3/8 in Tenan)
Warranty	5-year limited warranty
Performance	
Output (Nominal Lumens)	Minimum 3000lm / Maximum 20000lm

(reported, Ta 77 °F)

temperatures, BUG rating of UO)

Die cast low capper 360 aluminum a loy

3 SDCM for CRI 70+ and 2 SDCM for CRI 80+

TM-21 L70 527,000 hrs (projected, Ta 77 °F), 36,000 hrs

DarkSky compliant (2200K, 2700K and 3000K color

The Lumanicon Area Medium creates a consistent aesthetic

while Illuminating city streets, local roads, residential streets.

parking lots and laneways. An Innovative, toolless opening

system makes the plug-and-play components easy to access.

IP66 rated with phenomenal heat dissipation: the Lumenicon

lumenpulse"	120 Acres November 200 Acres Appropriate CAN   1514 VSV 2015   1817 CAN   1514 VSV 2015   1817 CAN   1817 CAN	
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Color Rendering

DarkSky

Physical

**Housing Material** 

Lumen Maintenance

MILE ACTION TO THE PARTY.

Drawing No.

Designer Date 09/23/2025 Scale Not to Scale

- THIS SURVEY AND THE BOUNDARIES SHOWN HEREON ARE THE RESULT OF AN ACTUAL FIELD SURVEY PERFORMED DURING APRIL 22, 2025, BASED ON AVAILABLE MAPS AND DEEDS OF RECORD, AND PHYSICAL EVIDENCE. THIS SURVEY IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY AND AGREEMENTS OF RECORD THAT A TITLE SEARCH MAY
- 2. THIS SURVEY IS VALID ONLY WHEN A DIGITAL SEAL IS AFFIXED HERETO.
- 3. THE SURVEYOR IS NOT QUALIFIED TO IDENTIFY ENVIRONMENTAL CONDITIONS OR THE PRESENCE OR ABSENCE OF WETLANDS.
- 4. THE CERTIFICATION SHOWN HEREON IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- 5. ANY SUBSURFACE UTILITIES SHOWN HAVE BEEN LOCATED FROM MARKOUTS OBSERVED ON SITE DURING THE FIELD SURVEY, AND SURFACE FEATURES SUCH AS VALVES, MANHOLES AND GRATES. STORM DRAINAGE AND OR SANITARY INVERTS ARE DEPICTED BASED ON OBSERVATIONS MADE IN THE FIELD. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION USED. THE SURVEY HAS NOT PHYSICALLY LOCATED THE UTILITIES. BEFORE ANY EXCAVATIONS ARE BEGUN, THE PROPER UTILITY AGENCIES MUST BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATIONS.
- 6. BEARINGS ARE REFERENCED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM (NAD83) SOUTH ZONE. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), ESTABLISHED VIA RTK GPS OBSERVATIONS UTILIZING MICHIGAN DEPARTMENT OF TRANSPORTATION CONTINUOUSLY OPERATING REFERENCE SYSTEM (MDOT CORS).
- 7. BASEMENT OR BELOW GRADE STRUCTURES (IF ANY) ARE UNKNOWN.
- 8. BENCHMARK #I = SANITARY MANHOLE = 584.57 (NAVD88). - NORTH SIDE OF OXFORD ROAD IN SECOND DRIVE EAST OF MACK AVENUE. BENCHMARK #2 = ARROW ON FIRE HYDRANT = 586.81 (NAVD88). - SOUTHEAST CORNER OF MACK AVENUE AND SOUTH RENAUD ROAD.

## **FLOOD NOTE**

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X (UNSHADED)(AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) OF THE FLOOD INSURANCE RATE MAP, COMMUNITY NO. 260231, MAP NUMBER 26163C0141F WHICH BEARS AN EFFECTIVE DATE OF OCTOBER 21, 2021.

## **SURVEY REFERENCES:**

- DEED BETWEEN SCOTT FISHER, INC. (GRANTOR) AND REAL PROPERTIES, INC. (GRANTEE), DATED AUGUST 27, 1992 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, WAYNE COUNTY, MICHIGAN IN LIBER 25975, PAGE 47.
- "ARTHUR J. SCULLY'S EASTMORELAND PARK" A SUBDIVISION OF PART OF PRIVATE CLAIM 240, VILLAGE OF LOCHMOOR, WAYNE COUNTY, MICHIGAN, DATED OCTOBER 6, 1928 AND RECORDED IN THE WAYNE COUNTY REGISTER OF DEEDS OFFICE IN LIBER 63 OF
- "RENMOOR PARK" A SUBDIVISION OF PART OF PRIVATE CLAIM 611, VILLAGE OF GROSSE POINTE WOODS, WAYNE COUNTY, MICHIGAN, DATED AUGUST 25, 1945 AND RECORDED IN THE WAYNE COUNTY REGISTER OF DEEDS OFFICE IN LIBER 70 OF PLATS, PAGES 35 AND 36.
- 4. A TITLE COMMITMENT FOR TITLE INSURANCE PREPARED BY TITLE CONNECT LLC AS ISSUING AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY, ISSUING OFFICE FILE NUMBER TC13-117308, COMMITMENT DATE JANUARY 22, 2025 AT 8:00 AM.

## PARCEL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF WAYNE, STATE OF MICHIGAN AND IS DESCRIBED AS FOLLOWS:

LAND SITUATED IN THE CITY OF GROSSE POINTE WOODS, COUNTY OF WAYNE, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

ALL OF LOT I AND LOT 2, EXCEPTING THEREFROM THE EAST 15.31 FEET IN ARTHUR J. SCULLY'S EASTMORELAND PARK, BEING A SUBDIVISION OF PART OF PRIVATE CLAIM 240, VILLAGE OF LOCHMOOR, ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 63, PAGE 42 OF PLATS, ALSO ALL THAT PART OF P.C. 611, VILLAGE OF GROSSE POINTE WOODS. BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT AT THE INTERSECTION OF THE EAST LINE OF MACK AVENUE, AS WIDENED, AND THE SOUTH LINE OF SAID P.C. 611, SAID POINT BEING SOUTH 71 DEGREES EAST A DISTANCE OF 104.43 FEET FROM THE MIDDLE LINE OF MACK AVENUE: THENCE ALONG SAID SOUTH LINE OF P.C. 611, SOUTH 71 DEGREES EAST A DISTANCE OF 227.28 FEET TO THE SOUTHWEST CORNER OF RENMOOR PARK SUBDIVISION; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION NORTH 6 DEGREES, 37 MINUTES, 22 SECONDS EAST A DISTANCE OF 124.37 FEET TO THE SOUTH LINE OF RENAUD ROAD; THENCE ALONG RENAUD ROAD NORTH 88 DEGREES, 22 MINUTES WEST A DISTANCE OF 87.05 FEET: THENCE TURNING TO THE LEFT ON A CURVE HAVING A RADIUS OF 459.14 FEET WESTERLY, 49.95 FEET (CHORD BEARS SOUTH 88 DEGREES, 31 MINUTES WEST A DISTANCE OF 49.93 FEET); THENCE SOUTH 85 DEGREES, 24 MINUTES WEST A DISTANCE OF 87.48 FEET TO THE EAST SIDE OF MACK AVENUE; THENCE ALONG MACK AVENUE SOUTH 6 DEGREES, 37 MINUTES, 22 SECONDS WEST 2 DISTANCE OF 44.00 FEET TO THE PLACE OF BEGINNING.

BEING THE SAME PROPERTY AS DESCRIBED IN A TITLE COMMITMENT FOR TITLE INSURANCE PREPARED BY TITLE CONNECT LLC AS ISSUING AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY, ISSUING OFFICE FILE NUMBER TC13-117308, COMMITMENT DATE JANUARY 22, 2025 AT 8:00 AM.

## **SCHEDULE B - PART II EXCEPTIONS**

A TITLE COMMITMENT FOR TITLE INSURANCE PREPARED BY TITLE CONNECT LLC AS ISSUING AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY, ISSUING OFFICE FILE NUMBER TC13-117308, COMMITMENT DATE JANUARY 22, 2025 AT 8:00 AM.

ITEMS I THROUGH 7, INCLUSIVE, AND 9 THROUGH 16, INCLUSIVE, ARE NOT SURVEY RELATED.

- 8. SUBJECT TO THE EASEMENTS, RESTRICTIONS AND RESERVATIONS CONTAINED IN THE ARTHUR J. SCULLY'S EASTMORELAND PARK SUBDIVISION PLAT RECORDED AT LIBER 63, PAGE(S) 42, WAYNE COUNTY RECORDS. (SHOWN)
- 17. EASEMENT IN FAVOR OF MICHIGAN BELL TELEPHONE COMPANY, AND THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN, RECORDED IN LIBER 22079, PAGE 915. **(SHOWN)**

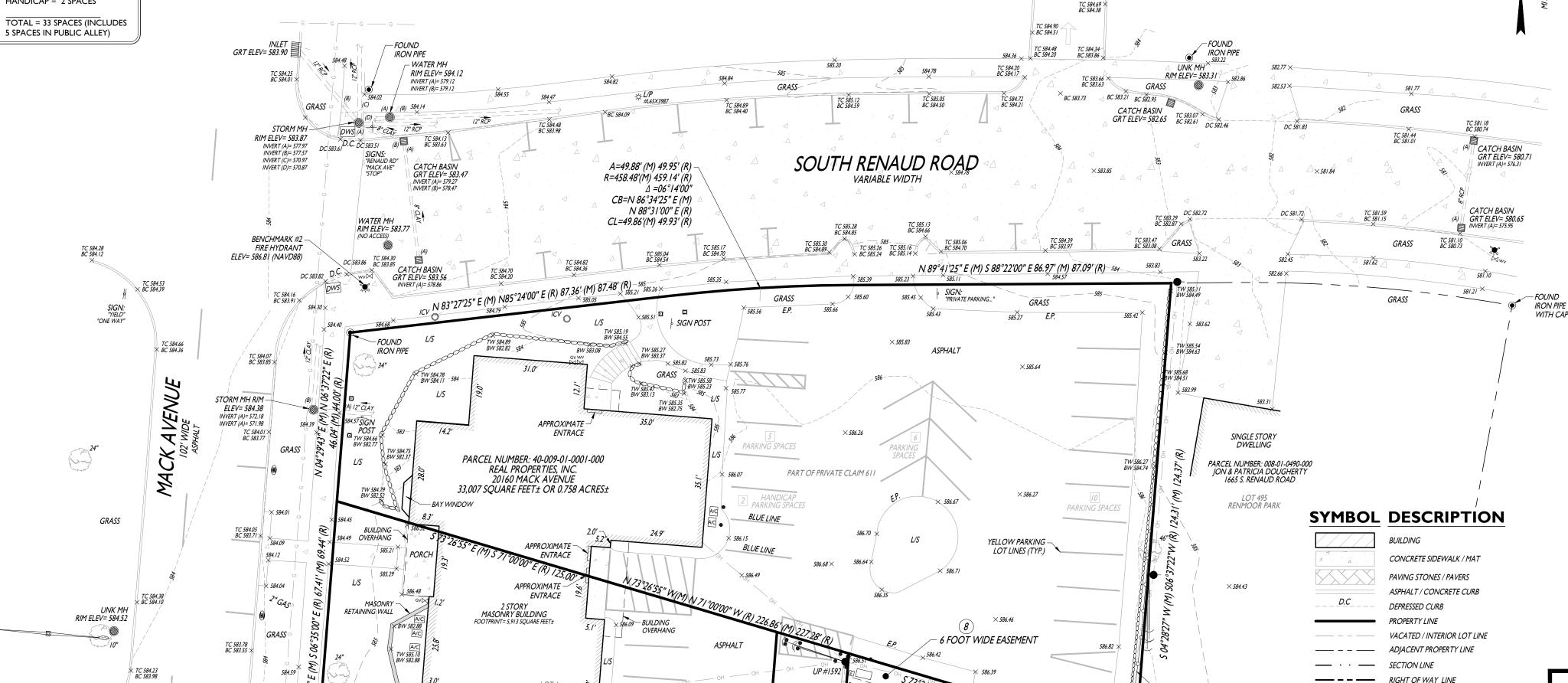
AREA NOTES TOTAL LAND AREA

33.007 SOUARE FEET± OR 0.758 ACRES± **EXISTING STRIPED PARKING** 

HANDICAP = 2 SPACES TOTAL = 33 SPACES (INCLUDES

REGULAR = 31 SPACES

WATER MH RIM ELEV= 583.66



imes 586.22

**BENCHMARK** #I -

SAN MH RIM ELEV= 584.57

GRAPHIC SCALE IN FEET

I" = 20'

ASPHAL 7

MBT EASEMENT

GRASS

TELECOM/ELEC MH -

RIM ELEV= 585.05

TC 585.21 BC 584.77

TC 585.13 BC 585.10<

L.22079, P.915

FOUND

RIM ELEV = 583.79 (WATER FILLED)

SINGLE STORY MASONRY BUILDING

TC 583.87× BC 583.58

DC 583.63 ×

DC 583.64

CONCRETE

- WOOD FENCE

- WOOD FENCE

PARCEL NUMBER: 009-01-0002-002

GARY FELTS 1680 OXFORD ROAD

PART OF LOT 2

585.15 ×

GRASS

× 585.26

\_\_\_\_\_ - \_\_\_\_ CENTERLINE --- EASEMENT

— ОН —

BOARD-ON-BOARD FENCE

MAST ARM LIGHT POLE

UTILITY POLE

GUY WIRE

LIGHT POLE

SIGNS

LIGHT FIXTURE

WATER VALVE

GAS VALVE

MAN HOLE

**BOLLARDS** 

PAY METER

FIRE HYDRANT

BOX (ELEC, GAS, ETC.)

EDGE OF PAVEMENT

OVERHEAD WIRE

MAJOR CONTOUR

MINOR CONTOUR

DETECTABLE WARNING STRIP

HANDICAP PARKING

PAVEMENT STRIPING

CLEAN OUT

MAILBOX IRON ROD

**TYPICAL** 

GRATE UNKNOWN BUILDING **LANDSCAPING** 

MANHOLE

**MEASURED** DEED

POINT OF BEGINNING

**ELEVATION** CONCRETE

**ELEV** 

GRT.

P.O.B.

TELEPHONE PEDESTAL

SURVEY MONUMENT SECTION CORNER

AIR CONDITIONING UNIT

IRRIGATION CONTROL VALVE

DECIDUOUS TREE - DIAMETER NOTED

STORM PIPE

100.00 GRADE SPOT SHOT

X TC 100.50 TOP OF CURB SHOT

STONE WALL

→ BC 100.00 BOTTOM OF CURB SHOT TW 102.00 TOP OF WALL SHOT

→ BW 100.00 BOTTOM OF WALL SHOT

DRAIN

INLET



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

NOT TO SCALE

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## **ALTA/ NSPS LAND TITLE SURVEY**

## MAP OF SURVEY OF:

I	05/12/25	MVZ	AG	04/22/25	JU	FOR ISSUE
ISSUE	DATE	DRAFT BY	CHECK BY	FIELD DATE	FIELD CREW	DESCRIPTION

THIS IS TO DECLARE THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE

THE FIELDWORK WAS COMPLETED ON APRIL 22, 2025

ROBERT E. HORNYAK, PS

PROJECT ID: DET-250182 SHEET: I OF I

SOURCE: GOOGLE MAPS

PARCEL NUMBER: 009-01-0001-000 20160 MACK AVENUE **CITY OF GROSSE POINTE WOODS COUNTY OF WAYNE, STATE OF MICHIGAN** 

I	05/12/25	MVZ	ĀG	04/22/25	JU	FOR ISSUE
ISSUE	DATE	DRAFT BY	CHECK BY	FIELD DATE	FIELD CREW	DESCRIPTION

IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 7, 8, 9 & 13 OF TABLE A THEREOF.

MICHIGAN PROFESSIONAL SURVEYOR No. 4001044286

**SCALE:** I"=20'



9/30/2025

### **To Whom It May Concern:**

This letter is provided in response to the City's request for the "Names and Addresses of all other Persons, Firms or Corporations having a Legal or Equitable Interest in the Property."

Please be advised that the entity having legal or equitable interest in the property 20160 Mack Ave Grosse Pointe Woods mi 48236 is as follows:

Entity Name: Mack & Oxford, LLC

Address: 20259 Mack Avenue, Suite 2 Grosse Pointe Woods, MI 48236

If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

**Buccellato Development, LLC** 

313-432-8190 ex 1001

### AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

(20160 Mack Ave.)

THIS AGREEMENT ("Agreement") is made and entered into as of the Effective Date by and between Buccellato Development LLC ("Buyer"), and Real Properties, Inc. ("Seller").

In consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

- 1. **Terms and Definitions**. The terms listed below shall have the respective meaning given them as set forth adjacent to each term.
- (a) "Broker" shall mean Landmark Commercial Real Estate Services acting as Buyer's agent.
- (b) "Closing" shall mean the consummation of the transaction contemplated herein, which shall occur, subject to any applicable extension periods set forth in this Agreement, on the date that is thirty (30) days after the last day of the Financing Period (as defined herein) unless the Buyer waives the full Financing Period and elects to close earlier by providing written notice thereof to Seller. The date of Closing is sometimes hereinafter referred to as the "Closing Date." Unless otherwise agreed by Seller and Buyer, Closing shall occur at the Title Company.
- (c) "<u>Financing Period</u>" shall mean the period beginning upon the Effective Date and extending until 11:59 PM EST on the date that is sixty (60) days thereafter.
- (d) "Earnest Money" shall mean Twenty Thousand and 00/100 Dollars (\$20,000.00). The Earnest Money shall be delivered to Escrow Agent within five (5) business days after the Effective Date. The Earnest Money shall be deposited by Buyer in escrow with Escrow Agent, to be applied as part payment of the Purchase Price at the time the sale is closed, or disbursed as agreed upon in accordance with the terms of this Agreement.
- (e) "<u>Effective Date</u>" This Agreement shall be signed by both Seller and Buyer. The date that is one (1) business day after the date of execution and delivery of this Agreement by both Seller and Buyer shall be the "Effective Date" of this Agreement.
- (f) "Escrow Agent" shall mean Title Connect LLC of 28470 W. 13 Mile Road, Suite 325, Farmington Hills, MI 48334 (Attention: Jeff Gunsberg, (248) 642-3256 (jgunsberg@title-connect.com) ("Title Company"). The parties agree that the Escrow Agent shall be responsible for (x) organizing the issuance of the Commitment and Title Policy, (y) preparation of the closing statement, and (z) collections and disbursement of the funds.
- (g) "Property" shall mean (a) that certain real property located at 20160 Mack Ave. in Grosse Pointe Woods, Michigan (Parcel No.: 009-01-0001-00) being more particularly described on Exhibit A, attached hereto and incorporated herein (the "Real Property") together with all buildings, facilities and other improvements located thereon (collectively, the "Improvements"); (b) all right, title and interest of Seller in all machinery, equipment and items of personal property of Seller attached to or appurtenant to the Real Property or the Improvements, but specifically excluding the office equipment and trade fixtures in the Real Property (collectively, the "Personal Property"); (c) all right, title and interest of Seller, if any, to any unpaid award for (1) any taking or condemnation of the Property or any portion thereof, or (2) any damage to the Property or the Improvements by reason of a change of grade of any street or highway; (d) all easements, licenses, water rights, air rights, minerals and mineral rights, development rights, land division rights, rights-of-way, roadways, any right, title, and interest of Seller in and to the adjacent streets, alleys, and any adjacent strips or gores of real estate, and all other rights hereditaments, privileges and appurtenances relating to any of the foregoing; that belong to Seller; (e) all plans and

reports, specifications, drawings, photographs, survey materials, engineering studies, environmental audits and assessments, wetland or woodland surveys, site plans, mineral searches or other materials pertaining to the condition, planning, development, construction, operation, use and enjoyment of the Property that are in Seller's possession or control, including "working drawings" and "as-built drawings and surveys" (collectively the "Plans"), and (f) all right, title and interest of Seller in and to any warranties with respect to the Real Property and/or the Improvements, (the "Intangible Property"). Property does not include any business assets and Personal Property of Pointe Neurology PC, (the "Tenant") who is the Tenant at the Property. All business assets and the personal property of Seller and the Tenant shall be removed within 120 days after Closing ("Post Closing Term"). Any assets and personal property not removed at the expiration of the Post Closing Term shall be deemed abandoned by Seller.

- (h) "Purchase Price" shall mean One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000.00).
  - (i) Seller and Buyer's Notice address
- (i) "Seller's Notice Address" shall be as follows, except as same may be changed pursuant to the Notice section herein:

Real Properties Inc.
And to: Ryan P. McNeil
Attn: Haranath Policherla
Giarmarco, Mullins & Horton, P.C.
101 W. Big Beaver, Suite 1000

Grosse Pointe Shores, MI 48236 Troy, MI 48084 Tel. No.: (248) 722-2189 Tel. No.: (248) 457-7207

Email: policherla@gmail.com Email: rpm@disinherit-irs.com

(ii) "<u>Buyer's Notice Address</u>" shall be as follows, except as same may be changed pursuant to the Notice section herein:

Buccellato Development LLC And to: Michael J. Thomas

Attn: Justin A. Buccellato
Shaheen, Jacobs & Ross, P.C.
20259 Mack Ave
Grosse Pointe Woods, 48067
Shaheen, Jacobs & Ross, P.C.
615 Griswold Street, Suite 1425
Detroit, Michigan 48226

Tel. No.: (313) 432-8190 Tel. No.: (313) 963-1301 Email: jbuccellato@buccdevelopment.com Email: mthomas@sjrlaw.com

- 2. **Purchase and Sale of the Property.** Subject to the terms of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property for the Purchase Price.
- 3. **Payment of Purchase Price.** The Purchase Price to be paid by Buyer to Seller shall be paid by wire transfer of immediately available funds in the amount of the Purchase Price plus or minus prorations, credits and adjustments as provided in Section 4 and elsewhere in this Agreement to Escrow Agent, at the time of Closing, or as otherwise agreed to between Buyer and Seller.

### 4. Proration of Expenses and Payment of Costs and Recording Fees.

- (a) Seller shall pay all real property taxes, rollback taxes, personal property taxes, water and sewer use charges and any other charges and assessments that are due and payable by the date of the Closing, without proration. Seller shall pay all assessments that are levied against the Property on or before the date of the Closing, whether due in installments or otherwise, at or before the Closing, without proration. Current real property taxes shall be prorated on a due date basis according to the local custom.
- (b) Seller shall pay or be charged with the following costs and expenses in connection with this transaction which costs shall be referred to as "Seller's Closing Costs":
  - (i) Transfer taxes and conveyance fees on the sale and transfer of the Property;

- (ii) Broker's commission payments, in accordance with Section 23 of this Agreement; and,
- (iii) All fees relating to the granting and executing of the Deed for the Property and for any costs incurred in connection with the release of existing debt, including, but not limited to, prepayment penalty fees and recording fees for documents providing for the release of the applicable Property from the existing debt, but not including the recording fee for the deed.
- (c) Buyer shall pay or be charged with the following costs and expenses in connection with this transaction, which costs shall be referred to as "Buyer's Closing Costs":
- (i) Title Insurance policy premiums for any endorsements issued in connection with such policies other than endorsements that Seller elects to purchase to cover title issues, if any, and other than a survey endorsement; and
- (ii) Buyer shall pay for the cost of its own survey, Phase 1 environmental study and investigations.
  - (iii) the recording cost for the deed; and
- (iv) 100% of all Owner's Title Insurance policy premiums, but excluding any endorsements that Seller elects to purchase to cover title issues; and
  - (v) the Lender's Title Policy, if any
- (d) Each party shall pay its own legal fees incidental to the negotiation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and one-half of the Escrow Agent fees to close the transaction.
- 5. **Title/Possession**. At Closing, Seller agrees to convey to Buyer fee simple marketable title to the Property by warranty deed, free and clear of all liens, defects of title, conditions, easements, assessments, restrictions, and encumbrances except for Permitted Exceptions (as hereinafter defined). Four months after Closing, Buyer shall receive exclusive possession of the Property free and clear of all occupants and/or tenants, including but not limited to, Tenant with all of Tenant's personal property and trade fixtures removed. Tenant may, at its sole discretion, terminate this Lease at any time prior to the date that is four months after the Closing and give exclusive possession of the Property to Buyer. Upon the expiration of the Post Closing Term, Buyer shall receive possession of the Property free and clear of all occupants and/or tenants. Seller, Tenant and Buyer shall enter into the Post Closing Occupancy Agreement setting forth the parties expectations. In addition, \$27,000.00 of the Purchase Price at closing shall be placed in escrow with the Title Company as security for the Post Closing Occupancy Agreement.

### 6. **Examination of Property**. Seller and Buyer hereby agree as follows:

Buyer shall order a title commitment (the "Title Commitment") from Escrow Agent and may order a survey for the Property promptly after the date hereof. The Title Commitment shall also commit, at Seller's expense, to delete the so called standard exceptions relative to possession, construction liens and boundary claims and provide title endorsements, to remove the same, at Seller's cost. At Closing Seller shall cause Title Company to issue a current ALTA owner's form of title insurance policy without standard exceptions, for the Real Property in the amount of the Purchase Price, dated, or updated to, the date of the Closing, insuring, or committing to insure Buyer's good and marketable title in fee simple to the Real Property and otherwise in such form and with such endorsements as provided in the title commitment approved by Buyer and subject only to the Permitted Exceptions (the "Title Policy"). All matters shown in the Title Commitment, survey or zoning report ("Title Matters") with respect to which Buyer fails to object prior to the expiration of the Financing Period, as may be extended, shall be deemed "Permitted Exceptions". However, Permitted Exceptions shall not include any mechanic's lien or any monetary lien, or any deeds of trust, mortgage, or other loan documents secured by the Property, (collectively, "Liens"). Seller shall be required to cure or remove all Liens (by payment, bond deposit or indemnity acceptable to Escrow Agent and Buyer). Seller agrees to remove or cure any objections of Buyer which are of a nature that are capable of being cured with reasonable efforts prior to Closing. Seller shall have no obligation to cure any Title Matter objected to, except as aforesaid, provided Seller notifies Buyer of any objections which Seller elects not to remove or cure within five (5) business days following receipt of Buyer's objections. In the event that Seller refuses to remove or cure any objections, Buyer shall have the right upon written notice to Seller given within ten (10) business days after receipt of Seller's notice, to either: (1) terminate this Agreement and promptly receive a return of the Earnest Money without further action of the parties (thereafter the rights and obligations of the parties hereunder shall terminate); or (2) waive the objections and accept title to the Property subject to the objected items and deducting from the Purchase Price the reasonable expense to clear or correct such defects or exceptions which are in the nature of a lien or encumbrance of an ascertainable amount. Notwithstanding anything herein to the contrary, Seller shall pay at closing from the Purchase Price all mortgages and encumbrances recorded against the Property together with its pro-rata share of taxes. In the event that Buyer has failed to elect, in writing, either option under subsections (1) and (2) above, then Buyer shall be deemed to have elected option 2. If any matter not revealed in the Title Commitment is discovered by Buyer or by the Escrow Agent and is added to the Title Commitment by the Escrow Agent at or prior to Closing, Buyer shall have until the date of Closing, to provide Seller with written notice of its objection to any such new title exception. Subject to the warranties contained in the deed, Buyer's act of accepting the deed provided at Closing shall constitute acceptance of the form of title provided by Seller.

- Within three (3) business days following the Effective Date, Seller shall provide to (b) Buyer copies of the documents and materials set forth on Exhibit C pertaining to the Property to the extent within Seller's possession or reasonably obtainable by Seller or Seller's counsel (all of said documents and materials (the "Seller Materials"). Seller shall deliver any other documents relating to the Property reasonably requested by Buyer, to the extent within Seller's possession or reasonably obtainable by Seller or Seller's counsel, within three (3) business days following such request. Additionally, during the term of this Agreement, Buyer, its agents and designees, shall have the right to perform whatever inspections and tests and take other actions that Buyer deems necessary, including but not limited to, seeking site plan and other governmental approvals for Buyer's proposed development, financial feasibility and the right to enter the Property for the purposes of inspecting the Property, conducting soil tests, and making surveys, inspecting construction, and conducting any other investigations and inspections as Buyer may reasonably require, at Buyer's sole cost (collectively, "Buyer's Diligence"). Buyer shall and does hereby agree to indemnify and hold Seller harmless from and against any and all liabilities, claims, losses or damages, including, but not limited to, court costs and reasonable attorneys' fees, which may be incurred by Seller as a direct result of Buyer's Diligence and Buyer shall repair any and all damage caused, in whole or in part, by Buyer and return the Property to its condition prior to such damage, which obligation shall survive Closing or any termination of this Agreement. Notwithstanding the foregoing, Buyer may not perform any physically invasive testing (including without limitation, any Phase II environmental audit) without obtaining Seller's written consent, which consent may be withheld in Seller's sole and absolute discretion. Seller shall reasonably cooperate with the efforts of Buyer and the Buyer's representatives to inspect the Property. Upon signing this Agreement, Seller shall provide Buyer with the name of a contact person(s) for the purpose of arranging site visits. Seller agrees to cooperate with Buyer and use Seller's reasonable efforts in furtherance of and in connection with any and all applications of Buyer relating in any manner whatsoever to the development of the Property. Seller agrees to sign, execute and deliver to Buyer upon the Buyer's request any and all documents that may be reasonably necessary or appropriate in Buyer's judgment to gain any governmental approvals desired or required by Buyer (provided, however, Seller shall not be obligated to incur any costs or expenses as a result of any such documents).
- (c) Seller shall use good faith efforts to obtain estoppel certificates, in substantially the forms prepared by the Purchaser (provided the same are acceptable to Seller, in Seller's reasonable discretion), with respect to reciprocal easement agreements, <u>if any</u>, as may be reasonably requested by Buyer.
- 7. **Risk of Loss/Condemnation**. Upon an occurrence of a casualty, condemnation or taking, Seller shall notify Buyer in writing of same. Until Closing, the risk of loss or damage to the Property, except as otherwise expressly provided herein, shall be borne by Seller. In the event all or any portion of the Property is damaged in any casualty or condemned or taken (or notice of any condemnation or taking is issued), then, Buyer may elect to terminate this Agreement by providing written notice of such termination to Seller within ten (10) business days after Buyer's receipt of notice of such condemnation, taking or damage, upon which termination the Earnest Money shall be returned to the Buyer and neither party hereto shall have any further rights, obligations or liabilities under this Agreement, except as otherwise expressly set forth herein. With respect to any condemnation or taking (of any notice thereof), if Buyer does not elect to cancel this Agreement as aforesaid, there shall be no abatement of the

Purchase Price and Seller shall assign to Buyer at the Closing the rights of Seller to the awards, if any, for the condemnation or taking, and Buyer shall be entitled to receive and keep all such awards. With respect to a casualty, if Buyer does not elect to terminate this Agreement or does not have the right to terminate this Agreement as aforesaid, there shall be no abatement of the Purchase Price and Seller shall assign to Buyer at the Closing the rights of Seller to the proceeds under Seller's insurance policies covering such Property with respect to such damage or destruction (or pay to Buyer any such proceeds received prior to Closing) and pay to Buyer the amount of any deductible with respect thereto, and Buyer shall be entitled to receive and keep any monies received from such insurance policies.

8. **Financing Contingency**. The obligations of the Buyer hereunder are subject to Buyer obtaining financing under terms and conditions acceptable to Buyer in its sole discretion prior to the expiration of the Financing Period. It is anticipated that as part of seeking financing, Buyer will need to perform certain examinations and appraisal of the Property. In the event Buyer is unable to obtain said loan commitment and notifies Seller in writing of the same prior to the expiration of the Financing Period, then this Agreement shall be deemed terminated, the Earnest Money shall be returned to the Buyer and neither party hereto shall have any further rights, obligations or liabilities under this Agreement, except for provisions that expressly survive termination. However, if Buyer elects to terminate this Agreement based on the results of any inspections or examinations of the Property, Buyer shall forfeit the Earnest Money to Seller as liquidated damages, and Seller shall have no further obligations to Buyer under this Agreement, except for provisions that expressly survive termination.

### 9. **Default**

- (a) In the event Buyer defaults in any of its obligations undertaken in this Agreement, Seller shall be entitled to, as its sole and exclusive remedy to, after written notice of default to Buyer specifying the nature of such default(s) and the failure of Buyer to cure such default(s) within ten (10) days after such notice, declare this Agreement to be terminated, and Seller shall be entitled to immediately receive the Earnest Money, as liquidated damages as and for Seller's sole remedy. Upon such termination, neither Buyer nor Seller shall have any further rights, obligations or liabilities hereunder, except as otherwise expressly provided herein. Seller and Buyer agree that actual damages due to Buyer's default hereunder would be difficult and inconvenient to ascertain and that such amount is not a penalty and is fair and reasonable in light of all relevant circumstances. Seller hereby waives any right to recover the balance of the Purchase Price, or any part thereof, and the right to pursue any other remedy permitted at law or in equity against Buyer.
- (b) In the event of a default by Seller after written notice and Seller's failure to cure within ten (10) days after such notice, Buyer may, as its sole and exclusive remedy, either: (i) waive any unsatisfied conditions and proceed to Closing in accordance with the terms and provisions hereof; (ii) terminate this Agreement by delivering written notice thereof to Seller no later than Closing, upon which termination the Earnest Money shall be refunded to Buyer, Seller shall pay to Buyer all of the out-of-pocket costs and expenses incurred by Buyer in connection with this Agreement, which return and payment shall operate to terminate this Agreement and release Seller and Buyer from any and all liability hereunder, except those which are specifically stated herein to survive any termination hereof; or (iii) enforce specific performance of Seller's obligations hereunder.

Notwithstanding the foregoing, in the event of a willful or intentional default of Seller hereunder which would prevent specific performance, Buyer shall, in addition to the foregoing remedies, be permitted to pursue any and all rights and remedies available to Buyer at law or in equity; provided, however, in no event shall Seller be liable to Buyer for any punitive damages.

- 10. **Closing**. The Closing shall consist of the execution and delivery of documents by Seller and Buyer, as set forth below, and delivery by Buyer to Seller of the Purchase Price in accordance with the terms of this Agreement. Seller shall deliver to Escrow Agent for the benefit of Buyer at Closing the following executed documents:
- (a) A Warranty Deed in form attached on Exhibit B, with an accompanying Real Estate Transfer Tax Valuation Affidavit subject only to the Permitted Exceptions;

- (b) A settlement statement setting forth the Purchase Price, all prorations and other adjustments to be made pursuant to the terms hereof, and the funds required for Closing as contemplated hereunder and a paid receipt for water from the municipal authority responsible for water bills together with a water escrow agreement funded at closing by Seller in the amount of \$1,000;
- (c) All transfer tax statements, declarations and filings as may be necessary or appropriate for purposes of recordation of the deed;
- (d) Good standing certificates and corporate resolutions or member or partner consents, as applicable, and such other documents as reasonably requested by Escrow Agent;
- (e) A certificate pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, or the regulations issued pursuant thereto, certifying the non-foreign status of Seller;
- (f) An owner's title affidavit as to mechanics' liens and possession and other matters in customary form reasonably acceptable to Buyer and Escrow Agent in order to issue the Title Policy without standard exceptions, including oil and gas exceptions;
  - (g) Post-Closing Occupancy Agreement executed by Seller, Tenant and Buyer;
- (h) Escrow Agreement for Occupancy funding the occupancy escrow amount in the Post-Closing Occupancy Agreement; and
- (i) Such other instruments as are reasonably required by Escrow Agent to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

At Closing, Buyer shall instruct Escrow Agent to deliver the Earnest Money to Seller which shall be applied to the Purchase Price, shall deliver the balance of the Purchase Price to Seller and shall execute and deliver execution counterparts of the applicable closing documents. Buyer shall have the right to advance the Closing upon ten (10) days prior written notice to Seller; provided that all conditions precedent to both Buyer's and Seller's respective obligations to proceed with Closing under this Agreement have been satisfied (or, if there are conditions to a party's obligation to proceed with Closing that remain unsatisfied, such conditions have been waived by such party). The Closing shall be held through the mail by delivery of the closing documents to the Escrow Agent on or prior to the Closing or such other place or manner as the parties hereto may mutually agree.

- 11. **Representations by Seller**. For the purpose of inducing Buyer to enter into this Agreement and to consummate the sale and purchase of the Property in accordance herewith, Seller makes the following representations and warranties to Buyer as of the date hereof and as of the Closing Date:
- (a) Seller is duly organized (or formed), validly existing and in good standing under the laws of its state of organization, and to the extent required by law, the State in which the Property is located. Seller, and the person executing on behalf of Seller, has the power and authority to execute and deliver this Agreement and all closing documents to be executed by Seller, and to perform all of Seller's obligations hereunder and thereunder. Neither the execution and delivery of this Agreement and all closing documents to be executed by Seller, nor the performance of the obligations of Seller hereunder or thereunder will result in the violation of any law or any provision of the organizational documents of Seller or to the best of Seller's knowledge will conflict with any order or decree of any court or governmental instrumentality of any nature by which Seller is bound;
- (b) Seller has not received any written notice of any current or pending litigation, condemnation proceeding or tax appeals affecting Seller or the Property and Seller does not have any knowledge of any pending litigation or tax appeals against Seller or the Property; Seller has not initiated, nor is Seller participating in, any action for a change or modification in the current subdivision, site plan, zoning or other land use permits for the Property;
- (c) Seller has not entered into any contracts, subcontracts or agreements affecting the Property which will be binding upon Buyer after the Closing. To the best of Seller's knowledge, the Property is not subject to any claim of lien or special assessment, either recorded or unrecorded, and no improvements to or upon the Property have been made within 120 days prior to the Effective Date which could give rise to a claim of lien or special assessment;
- (d) Except for violations cured or remedied on or before the date hereof, Seller has not received any written notice from (or delivered any notice to) any governmental authority regarding any violation of any law applicable to the Property and Seller does not have knowledge of any such violations;
- (e) Seller has fee simple title to the Property, and as of the Closing. To Seller's knowledge and except as shown on the Title Commitment such title will be free and clear of all liens and encumbrances except for

Permitted Exceptions. To the best of Seller's knowledge, the Property constitutes one or more separate tax parcels for purposes of ad valorem taxation;

- (f) To Seller's knowledge, the Property is not subject to any unrecorded liens, assessments, encumbrances, restrictions, easements, boundary disputes, or agreements or other maters not of record. There are no occupancy rights, leases or tenancies affecting the Property and none have been granted by Seller (other than the existing lease to Tenant and post closing possession to Tenant). Neither this Agreement nor the consummation of the transactions contemplated hereby is subject to any first right of refusal or other purchase right in favor of any other person or entity; and apart from this Agreement, Seller has not entered into any written agreements for the purchase or sale of the Property, or any interest therein which has not been terminated;
- (g) To Seller's knowledge, except as set forth in the environmental reports delivered by Seller to Buyer, no hazardous substances have been generated, stored, released, or disposed of on or about the Property in violation of any law, rule or regulation applicable to the Property which regulates or controls matters relating to the environment or public health or safety (collectively, "Environmental Laws"). Seller has not received any written notice from (nor delivered any notice to) any federal, state, county, municipal or other governmental department, agency or authority concerning any petroleum product or other hazardous substance discharge or seepage. For purposes of this Subsection, "hazardous substances" shall mean any substance or material which is defined or deemed to be hazardous or toxic pursuant to any Environmental Laws. To Seller's knowledge, there are no underground storage tanks located on the Property; and
- (h) Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as defined in the Internal Revenue Code) and Seller will so certify on the date of Closing; and
- (i) The Property is serviced by a municipal sewer and municipal water system, which system serving the Property are, to the best of Seller's knowledge, free from defects, and are adequate in size and performance to properly serve the needs of the Property.

The representations and warranties of Seller shall survive Closing for a period of one year.

- 12. **Representations by Buyer**. Buyer represents and warrants to, and covenants with, Seller as of the date hereof and as of the Closing Date as follows:
- (a) Buyer is authorized to consummate the transaction set forth herein and fulfill all of its obligations hereunder and under all closing documents to be executed by Buyer, and has all necessary power to execute and deliver this Agreement, and to perform all of Buyer's obligations hereunder and thereunder. This Agreement has been duly authorized by all requisite corporate or other required action on the part of Buyer and is the valid and legally binding obligation of Buyer, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement, nor the performance of the obligations of Buyer hereunder or thereunder will result in the violation of any law or any provision of the organizational documents of Buyer or will conflict with any order or decree of any court or governmental instrumentality of any nature by which Buyer is bound.

Buyer shall and does hereby indemnify against and hold Seller harmless from any loss, damage, liability and expense, together with all court costs and attorneys' fees, if awarded by a court of law, which Seller may incur, by reason of any material misrepresentation by Buyer or any material breach of any of Buyer's warranties or covenants.

The representations and warranties of Buyer shall survive Closing for a period of one year.

- 13. **Conditions Precedent to Buyer's Obligations.** Buyer's obligation to pay the Purchase Price, and to accept title to the Property, shall be subject to compliance by Seller of all of Seller's obligations herein on and as of the date of Closing, which may be waived in writing in Buyer's sole discretion and Buyer obtaining financing acceptable to Buyer in at sole and absolute discretion.
- 14. **Conditions Precedent to Seller's Obligations.** Seller's obligation to deliver title to the Property shall be subject to compliance by Buyer of all of Buyer's obligations herein.

- 15. **Notices.** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date: (i) delivered by electronic mail (e.g. email), (ii) delivered in person, (iii) deposited in the United States mail, registered or certified, return receipt requested, or (iv) deposited with a nationally recognized overnight courier, to the addresses set out in Section 1, or at such other addresses as specified by written notice delivered in accordance herewith. Notwithstanding the foregoing, Seller and Buyer agree that notice may be given on behalf of each party by the counsel for each party and notice by such counsel in accordance with this Section 15 shall constitute notice under this Agreement.
- 16. **Operation of Property Pending Closing.** Seller agrees that it: (a) shall continue to operate and manage the Property in the same manner in which Seller has previously operated and managed the Property; (b) shall, subject to Section 7 hereof and subject to reasonable wear and tear, maintain the Property in the same (or better) condition as exists on the date hereof; and (c) shall not, without Buyer's prior written consent, in Buyer's sole discretion: (i) enter into any lease, license agreement or other agreement with respect to the Property; and/or (ii) cause, permit or consent to an alteration of the premises demised thereunder (unless such consent is non-discretionary). Seller shall promptly inform Buyer in writing of any material event adversely affecting the ownership, use, occupancy or maintenance of the Property, whether insured or not.
- 17. **Performance on Business Days.** As used herein, the phrase "business days" shall be deemed to mean all days other than Saturdays, Sundays and legal holidays in the state in which the Property is located and those days on which banking institutions in such state are authorized by law to close for business. To the extent a time period set forth in this Agreement expires on any day other than a business day, then expiration of such time period shall be deemed to have been extended to the next business day and all future dates will be adjusted accordingly.
- 18. **Entire Agreement.** This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. No prior agreement or understanding pertaining to the subject matter hereof (including, without limitation, any letter of intent executed prior to this Agreement) shall be valid or of any force or effect from and after the date hereof.
- 19. **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable, at any time or to any extent, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law
- 20. AS-IS Purchase. Buyer hereby acknowledges, understands and agrees that it has an opportunity to inspect the Property as set forth in Section 6 herein, and except as set forth in this Agreement, the Property shall be conveyed at Closing to Buyer in "as-is" condition with no representation or warranties whatsoever.
- 21. **Applicable Law.** This Agreement shall be construed under the laws of the State of Michigan, without giving effect to any state's conflict of laws principles.
- 22. **Tax-Deferred Exchange.** Either party may consummate this transaction as part of a tax free exchange in accordance with Section 1031 of the Internal Revenue Code of 1986, as amended. Both parties shall reasonably cooperate with each other in connection therewith provided there shall be no cost or liability to the party not effectuating the tax free exchange.
- 23. **Broker's Commissions.** Buyer and Seller each hereby represent that, except for the Broker listed herein, there are no other brokers involved or that have a right to proceeds in this transaction. Seller shall be responsible for payment of a flat commission to the Broker in the amount of \$50,000.00 to be paid at Closing. Seller and Buyer each hereby agree to indemnify and hold the other harmless from all loss, cost, damage or expense (including reasonable attorneys' fees at both trial and appellate levels) incurred by the other as a result of any claim arising out of the acts of the indemnifying party (or others on its behalf) for a commission, finder's fee or similar

compensation made by any broker, finder or any party who claims to have dealt with such party (except that Buyer shall have no obligations hereunder with respect to any claim by Broker). The representations, warranties and indemnity obligations contained in this section shall survive the Closing or the earlier termination of this Agreement. If the Transaction contemplated by this Agreement does not close, no commission will be owed or paid.

- 24. **Assignment.** Buyer may freely assign its rights under this Agreement, provided, however, that no such assignment shall relieve Buyer of any of its obligations hereunder until Closing is complete.
- 25. **Attorneys' Fees.** In any action between Buyer and Seller as a result of failure to perform or a default under this Agreement, the prevailing party shall be entitled to recover from the other party, and the other party shall pay to the prevailing party, the prevailing party's reasonable attorneys' fees and disbursements and court costs incurred in such action.
- 26. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other party. Signatures on this Agreement which are transmitted by electronically shall be valid for all purposes, however any party shall deliver an original signature on this Agreement to the other party upon request.
- 27. **Termination of Occupancy/Lease Rights**. Buyer agrees to allow Pointe Neurology, PC. ("Tenant") to occupy the Premises for a period of up to four months following the Closing. The parties shall enter into a separate post-closing possession agreement as provided in Exhibit D attached hereto. Tenant hereby agrees any right to occupy the Property under any agreement with Seller or otherwise, whether in writing or verbal, shall automatically terminate four months after the Closing and Tenant agrees it shall have no rights in and to the Property and shall have vacated the Property as of four months after the Closing. Tenant agrees to execute all documents reasonably required by the Title Company or Buyer to terminate its rights in the Property as of four months after the closing. A breach of this provision by Tenant shall be a breach of this Agreement by Seller. Tenant may, at its sole discretion, terminate this occupancy at any time prior to the date that is four months after the Closing.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

BUYER:	SELLER:	
Buccellato Development LLC, a Michigan limited liability company  By:  Justin A. Buccellato, Member  3/24/2025	Real Properties, Inc.  By: Name: Title:	
Waren 2023	March 2025 TENANT:	
	Pointe Neurology PC  By:  Name:	
	Title: 2025	3/24/2025

## **EXHIBITS**

Exhibit A - Real Property

Exhibit B - Warranty Deed

Exhibit C - Seller Materials

Exhibit D - Post-Closing Occupancy Agreement

### **EXHIBIT A**

## LEGAL DESCRIPTION OF PROPERTY SUBJECT TO VERIFICATION BY CERTIFIED SURVEY AND TITLE COMMITMENT

Land situated in the city of Grosse Pointe Woods, Wayne County Michigan, more particularly described as:

WDAA1 2A WD611C2 LOT 1 ALSO LOT 2 EXC ELY 15.30 FT THEROF ALSO ADJ VAC ALLEY 20 FT WIDE OF ARTHUR J SCULLYS EASTMORELAND PARK SUB L 63 OF P C 611 DES AS BEG AT NW COR OF SAID LOT 1 TH N 6D 37M 22SEC E 44 FT. TH N 85D 24M E 87.48 FT. TH ELY ON A CURVE CONCAVE TO S RAD 459.14 FT ARC 49.95 FT. TH S 88D 22M E 87.09 FT. TH S 6D 37M 22SEC W 124.37 FT. TH N 71D 00M W 227.28 FT POB 0.44 ACRE K 183.22

## EXHIBIT B

## FORM OF WARRANTY DEED

, conveys and warrants to the	igan limited liability company], whose address is Grantee,, LLC, a Michigan limited, the following described premises in the township of nty, Michigan:
	RIPTION MARKED EXHIBIT "A" AND MADE A PART HEREOF
commonly known as,	
for the sum of See Real Estate Transfer Tax Valuat	tion Affidavit filed herewith
	d upon or located in or on the premises, and all associated ges and existing easements belonging or in any way tted Exceptions set forth on Exhibit B.
division(s) under section 108 of the land division act, property may be located within the vicinity of farmla	BLE)The Grantor grants to the Grantee the right to make <b>all</b> Act No. 288 of the Public Acts of 1967, MCL 560.108 This and or a farm operation. Generally accepted agricultural and odors, and other associated conditions may be used and are
Dated:	GRANTOR:
	[a Michigan limited liability company]
	By: Name: Its:

	nt was acknowledged before me on	, the
, a Michi	gan limited liability company, on the li	(title of authorized signer) of mited liability company 's behalf.
(Name of notary, typed or pr Notary Public, Acting in My commission expires	County	
When recorded return to: Grantee Tax Parcel #	Grantee	Drafted by: Grantor
[Attach Exhibit A – Legal descri	-	

### **EXHIBIT C**

### **SELLER MATERIALS**

- A copy of all surveys and site plans of the Property, including without limitation any as-built survey obtained or delivered to tenants of the Property in connection with its construction;
- A copy of all architectural plans and specifications and construction drawings and contracts for improvements located on the Property;
- A copy of Seller's title insurance commitments and prior policies relating to the Property;
- A copy of the certificate of occupancy (or local equivalent) and zoning reports for the Property; and of all governmental permits/approvals;
- A copy of all environmental, engineering and physical condition reports for the Property;
- Copies of the Property's real estate tax bills for the current and prior two (2) tax years or, if the Property has been owned by Seller for less than two (2) tax years, for the period of ownership;
- Copies of all service contracts, utility bills and insurance policies which affect the Property, if any;
- A copy of all warranties relating to the improvements constructed on the Property, including without limitation any roof warranties; and

### **EXHIBIT D**

### POST-CLOSING OCCUPANCY AGREEMENT

THIS POST-CLOSING OCCUPANCY A	AGREEMENT (the "Agreement") is made this day of
, 2025, by and between	, a Michigan limited liability company, whose
	("Buyer"), and Pointe Neurolgy PC a Michigan
professional corporation ("Pointe"), and Real I	Properties, Inc. a Michigan corporation ("Seller") whose
registered address is	_ jointly and severally (Pointe and Seller are collectively
"Occupant").	
WHEREAS, Seller and Buyer have ent	tered into an Agreement For Purchase And Sale Of Real
Property with an Effective Date of	(the "Contract") for certain property set forth in
the Contract (the "Property") providing that the cle	osing is to occur on the date set forth in the Contract; and
	nd Buyer has agreed to permit Occupant to have, possession
of the Property subsequent to the Closing upon the	e terms and conditions herein described.
NOW THEREPORE C 1 1 1 1	
, &	able consideration, Occupant and Buyer covenant and agree
as follows:	

- 1. <u>No Landlord-Tenant Relationship</u>. This Agreement does not create a Landlord-Tenant relationship between Occupant and Buyer.
- 2. <u>Possession</u>. Upon full execution of this Agreement, Occupant shall be permitted to remain in possession of the Property ("Possession") from the actual date of closing (the "Closing Date"), until one hundred (120) days thereafter (the "Termination Date"). In no event shall the Termination Date be advanced by the Buyer to provide Occupant less than thirty (30) days' notice to vacate the Property. The period of time from the Closing Date until the date that Occupant turns over possession of the Property shall be referred to as the "Term". Nothing contained herein shall impose any duty on Buyer, whether express or implied, to permit Occupant to remain in Possession after the Termination Date. Occupant shall have no right to remain in Possession after the Termination Date. Occupant may, at its sole discretion, terminate this occupancy at any time prior to the Termination Date.
- 3. Escrow Deposit. Occupant shall deposit the sum of \$27,000.00 (the "Escrow Deposit") upon Closing which amount shall be withheld from the Purchase Price and which shall be held by Title Connect LLC (the "Escrow Agent"). Occupant shall pay Buyer, as compensation for occupying the Property, a post-closing occupancy fee ("PCOF") at the rate of \$0.00 during the first seventy-five (75) days and then thereafter at the rate of \$600.00 per day during balance of the Term. Any amount of the Escrow Deposit which shall exceed the total post-closing occupancy fee actually used by Occupant based upon the actual length of the Term shall be refunded to the Occupant by the Escrow Agent within five (5) days of the date the Occupant vacates the Property.
- 4. Escrow Payment/Buyer's Right of Inspection. Occupant shall vacate the Property on or before the Termination Date. For all the purposes of this Agreement, Occupant shall not be deemed to have vacated the Property until Occupant: (1) delivers the Property to Buyer in substantially the same condition as existed on the Closing Date, reasonable wear and tear excepted; (2) deliver all keys to Buyer; and (3) removes all of Occupant's personal property from the Property including but not limited to all equipment, trade fixtures and all medical records. Buyer shall have the right to inspect the Property to ensure compliance with this Agreement (the "Final Inspection"). The Final Inspection shall take place on the Termination Date. If Tenant fails to vacate and provide the Premises to Buyer in the condition required herein by the Termination Date, Tenant shall be

charged Two Thousand Dollars (\$2,000) per day for each day until such surrender and shall also be liable for any and all damages incurred by Buyer due to its failure to provide possession to its replacement tenant, including attorney fees and costs.

- 5. <u>Utilities and Other Expenses Ordinary Maintenance and Repair</u>. Until Occupant vacates the Property, Occupant shall be responsible for and pay all utility charges and service contracts, including but not limited to all refuse collection, lawn, landscaping, snow removal, gas, electricity, telephone, water, and security system charges. Buyer shall not be liable for any loss or damage resulting from outages, interruptions or fluctuations in utilities.
- 6. <u>Compliance with Laws</u>. Occupant shall comply with the requirements of all laws, orders, ordinances and regulations of any competent authority imposing any duty of Occupant with respect to Occupant's use or occupancy of the Property.

### 7. Insurance.

- (a) Buyer shall obtain and maintain casualty insurance coverage on the Property. Occupant acknowledges that its personal property is not insured under Buyer's insurance coverage and Occupant accepts full responsibility for any loss incurred.
- (b) During the Term, Occupant shall obtain and maintain comprehensive personal liability insurance against bodily injury and property damage with minimum limits of \$2,000,000. Occupant shall deliver evidence of the foregoing coverage, and receipts evidencing payment of the premium for such coverages, to Buyer. The insurance policy required under this Section shall name Buyer as additional insured or as having an additional interest. The representations and obligations contained in this Section shall not merge and shall survive the transfer of title to the Property.
- 8. Indemnification. To the fullest extent permitted by applicable law, without regard to the lapse, cancellation, failure or disclaimer of the insurance policy(ies) referred to in Section 7 above, Occupant shall indemnify Buyer from and against any and all liability and shall hold Buyer harmless from and shall pay any claims, damages, loss, cost or expense (including without limitation, reasonable legal fees and disbursements, court costs, the cost of appellate proceedings and any other reasonable costs of litigation) which Occupant incurs arising out of or in connection with bodily injury or property damage occurring to any person or persons, including but not limited to Occupant, its guests, licensees and invitees, occurring during the Term and within or on any portion of the Property, regardless of the cause, excepting only events of injury or damage caused by the willful misconduct or negligence of Buyer, Buyer's agents, contractors, employees, invitees, guests and permittees. Occupants obligations under this Section shall survive termination of this Agreement.
- 9. <u>Occupant's Obligations</u>. Occupant's obligations hereunder shall continue until they vacate the Property.
- 10. Waiver of July Trial; No counterclaims or setoffs. The parties mutually waive trial by jury in any action or proceeding commenced by them concerning the terms of this Agreement. In any proceeding by Buyer to obtain possession of the Property, Occupant shall have no right to assert any counterclaims or setoffs. In any action between Buyer and Occupant as a result of failure to perform or a default under this Agreement, the prevailing party shall be entitled to recover from the other party, and the other party shall pay to the prevailing party, the prevailing party's reasonable attorneys' fees and disbursements and court costs incurred in such action.

### 11. Miscellaneous.

- (a) This Agreement represents the complete agreement of the parties concerning the granting of post-closing occupancy of the Property to Occupant. No oral agreements or promises will be binding. If any of the terms or conditions of this Agreement are for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any of the other terms or conditions of this Agreement.
- (b) The Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to principles of conflicts of laws.
- (c) This Agreement shall inure to the benefit of the parties hereto and bind their respective heirs, successors and assigns, except as otherwise provided herein. The rights of possession hereunder are personal to Occupant and may not be assigned, nor may the Property be sublet. Any assignment shall be absolutely null and void and constitute a breach of this Agreement such that Buyer shall, at Buyer's option, have the right to terminate this Agreement.
- (d) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be transmitted electronically and the parties intend that electronically or facsimile transmitted signatures constitute original signatures and are binding on the parties.

**IN WITNESS WHEREOF**, the parties have hereunder set their hands as of the date(s) set forth below.

		"Occupant" and "Pointe":
		Pointe Neurolgy PC, a Michigan Professional corporation
		By:
		Its:
Dated:	, 2025	
		"Occupant" and "Seller"
		Real Properties, Inc. a Michigan corporation
		By:
		Its:
Dated:	, 2025	"Buyer":
		LLC, a Michigan limited liability company
		By:
Dated:	, 2025	Its:

**BUYER**:

## AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Amendment") is entered into as of May <u>22nd</u>, 2025, by and between **REAL PROPERTIES**, **INC.** ("Seller"), **POINTE NEUROLOGY** ("Tenant"), and **BUCCELLATO DEVELOPMENT LLC** ("Buyer").

### **RECITALS**

- A. Seller, Tenant and Buyer entered into that certain Agreement for Purchase and Sale of Real Property with an Effective Date of March 25, 2025 ("Purchase Agreement"), relative to the sale and purchase of the real property located at 20160 Mack Ave., Grosse Pointe Woods, MI, and as more particularly described in the Purchase Agreement.
- B. The parties have agreed to amend the Purchase Agreement, as herein provided, to extend the Financing Period and to make the other changes, if any, as hereinafter provided.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, the adequacy of which is acknowledged by all parties, the parties agree as follows:

- 1. **<u>Defined Terms</u>**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.
- 2. **Financing Period**. The parties hereby agree to amend paragraph 1.(c) of the Purchase Agreement to provide that the Financing Period shall run until and expire at 11:59 PM EST on June 26, 2025 (instead of 60 days after the Effective Date).
- 3. <u>Controlling Agreement</u>. Except as expressly modified by this Amendment, the Purchase Agreement is hereby ratified and affirmed and continues in full force and effect. In the event of any conflict or inconsistency between the terms and conditions of the Purchase Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.
- 4. <u>Counterparts; Electronic Copies</u>. This Amendment may be executed in any number of counterparts, each of which shall be deemed to constitute an original hereof. Any such counterparts may be delivered to the parties by facsimile or e-mail and shall be deemed to constitute originals of such counterparts for all purposes of this Amendment

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the day and year first written above.

SELLER:

BUCCELLATO DEVELOPMENT LLC, a Michigan limited liability company  By:  Justin A. Buccellater, Member	REAL PROPERTIES, INC., a Michigan corporation Docusioned by:  By:  Dr. Harananto Policeneria, President
	TENANT:
	HARANATH POLICHERLA, M.D., P.C.,
	a Michigan professional corporation, d/b/a Pointe Neurology
	By:
	Dr. Haraffætti <sup>7</sup> Polfetierla, President

### SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Second Amendment") is entered into as of June 26th, 2025, by and between REAL PROPERTIES, INC. ("Seller"), POINTE NEUROLOGY ("Tenant"), and BUCCELLATO DEVELOPMENT LLC ("Buyer").

### **RECITALS**

- A. Seller, Tenant and Buyer entered into that certain Agreement for Purchase and Sale of Real Property with an Effective Date of March 25, 2025 as amended by an Amendment to Agreement for Purchase and Sale of Real Estate dated May 22, 2025 ("First Amendment") (collectively, the "Purchase Agreement"), relative to the sale and purchase of the real property located at 20160 Mack Ave., Grosse Pointe Woods, MI, and as more particularly described in the Purchase Agreement.
- B. The parties have agreed to further amend the Purchase Agreement, as herein provided, to extend the Financing Period and to make the other changes, if any, as hereinafter provided.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, the adequacy of which is acknowledged by all parties, the parties agree as follows:

- 1. <u>Defined Terms</u>. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.
- 2. **Financing Period.** The parties hereby agree to amend paragraph 1.(c) of the Purchase Agreement to provide that the Financing Period shall run until and expire at 11:59 PM EST on September 30, 2025 (instead of June 26, 2025).
- 3. Extension Fee. Within three (3) business days following the full execution of this Second Amendment and Buyer's receipt of Seller's wire instructions, Buyer shall pay the sum of Fifteen Thousand Dollars (\$15,000.00) (the "Extension Fee") to the Seller. The Extension Fee shall be non-refundable to Buyer, except in the event of a Seller default, but applicable to the Purchase Price at Closing.
- 4. <u>Controlling Agreement</u>. Except as expressly modified by this Second Amendment, the Purchase Agreement is hereby ratified and affirmed and continues in full force and effect. In the event of any conflict or inconsistency between the terms and conditions of the Purchase Agreement and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall control.
- 5. <u>Counterparts</u>; <u>Electronic Copies</u>. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to constitute an original hereof. Any such counterparts may be delivered to the parties by e-mail and shall be deemed to constitute originals of such counterparts for all purposes of this Second Amendment.

1 '	ginals of such counterparts for all purposes of this Second Amendment.
IN WITNESS WHEREOF, the partwritten above.	rties have executed this Second Amendment as of the day and year first
BUYER:	SELLER:
BUCCELLATO DEVELOPMENT LLC, a Michigan limited liability company  By:  Justin Ale Baccae Mato, Member	REAL PROPERTIES, INC., a Michigan corporation  By:  Dr. Haganath Policherla, President
	HARANATH POLICHERLA, M.D., P.C., a Michigan professional corporation, d/b/a Pointe Neurology  By: Dr. Haranath Policherla, President

## THIRD AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS THIRD AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Third Amendment") is entered into as of September 26/2025, 2025, by and between REAL PROPERTIES, INC. ("Seller"), POINTE NEUROLOGY ("Tenant"), and BUCCELLATO DEVELOPMENT LLC ("Buyer").

#### RECITALS

- A. Seller, Tenant and Buyer entered into that certain Agreement for Purchase and Sale of Real Property with an Effective Date of March 25, 2025 as amended by an Amendment to Agreement for Purchase and Sale of Real Estate dated May 22, 2025 and by the Second Amendment to Agreement for Purchase and Sale of Real Estate dated June 26, 2025 (collectively, the "Purchase Agreement"), relative to the sale and purchase of the real property located at 20160 Mack Ave., Grosse Pointe Woods, MI, and as more particularly described in the Purchase Agreement.
  - B. The parties have agreed to further amend the Purchase Agreement, as herein provided.

#### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, the adequacy of which is acknowledged by all parties, the parties agree as follows:

- 1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.
- 2. <u>Waiver of Financing Contingency</u>. Notwithstanding anything in the Purchase Agreement to the contrary, Buyer hereby waives its Financing Contingency under the Purchase Agreement and the Financing Period shall be deemed to have expired as of the date of this Third Amendment. Buyer hereby acknowledges and agrees that the \$20,000.00 Earnest Money and the \$15,000.00 Extension Fee set forth in the Second Amendment shall be non-refundable to Buyer, but applicable to the Purchase Price at Closing, unless otherwise provided in the Purchase Agreement.
- 3. **Purchase Price.** Notwithstanding anything to the contrary in the Purchase Agreement, the Purchase Price shall be, and hereby is, decreased from \$1,850,000.00 to \$1,700,000.00. Any reference in the Purchase Agreement to Purchase Price shall mean One Million Seven Hundred Thousand and NO/100 Dollars (\$1,700,000.00). Furthermore, the Purchase Agreement is amended to provide that Buyer shall pay the Broker commission instead of Seller.
- 4. <u>Title Objections</u>. Notwithstanding anything to the contrary in the Purchase Agreement, Buyer acknowledges that it has reviewed and approves of the title commitment and the survey prepared by Stonefield, dated May 12, 2025 (the "Survey"). Buyer has no objections to the title commitment and Survey and has confirmed with the Title Company that an Owner's Policy of Title Insurance will be issued without the standard exceptions.
- 5. <u>Closing.</u> Section 1.(b) of the Purchase Agreement is hereby amended to provide that the Closing Date shall be within thirty (30) days of the date of this Third Amendment on a date to be selected by Buyer upon reasonable advanced notice to the Seller.
- 6. <u>Controlling Agreement</u>. Except as expressly modified by this Third Amendment, the Purchase Agreement is hereby ratified and affirmed and continues in full force and effect. In the event of any conflict or inconsistency between the terms and conditions of the Purchase Agreement and the terms and conditions of this Third Amendment, the terms and conditions of this Third Amendment shall control.
- 7. <u>Counterparts; Electronic Copies</u>. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed to constitute an original hereof. Any such counterparts may be delivered to the parties by e-mail and shall be deemed to constitute originals of such counterparts for all purposes of this Third Amendment.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the day and year first written above.

**BUYER**:

BUCCELLATO DEVELOPMENT LLC, a Michigan limited liability company

**SELLER:** 

REAL PROPERTIES, INC., a Michigan corporation

By: Dr. Haranath Policherla
Dr. FTalfanath Policherla, President

TENANT:

HARANATH POLICHERLA, M.D., P.C., a Michigan professional corporation, d/b/a Pointe Neurology

By: Dr. Haranath folicherla
Dr.ºFTäfäñäñäth Policherla, President



## **IMPACT STATEMENT**

PROPOSED RETAIL DEVELOPMENT
PARCEL ID: 40009010001000
20160 MACK AVE
GROSSE POINTE WOODS
WAYNE COUNTY, MICHIGAN

PREPARED BY:

STONEFIELD ENGINEERING & DESIGN, LLC
NIK BAUER
SED DET-250182

SIGNED

**DEVELOPER / APPLICANT:** 

NibBan

BUCCALLETO DEVELOPMENT 20259 MACK AVENUE, SUITE 2 GROSSE POINTE WOODS, MI 48236 (313) 300-7280

stonefieldeng.com



REPORT CONTENTS					
1.1	PROPERTY DESCRIPTION	3			
1.2	Existing Conditions	3			
1.3 1.4	Proposed Conditions	3			
	CURRENT ZONING	3			
1.5	UTILITY & RIGHT-OF-WAY IMPACTS	4			
1.6	ENVIRONMENTAL IMPACTS	4			
APP	ENDICIES				
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FEMA	4 FIRM MAP	В			
NRC	S SOIL SURVEY MAP	C			
EGL	E RIDE MAPPER	D			



#### I.I Property Description

Legal Description

Land situated in the City of Grosse Pointe Woods, County of Wayne, State of Michigan, described as follows:

All of lot 1 and lot 2, excepting therefrom the east 15.31 feet in Arthur J. Scully's Eastmoreland Park, being a subdivision of part of private claim 240, Village of Lochmoor, according to the plat thereof recorded in liber 63, page 42 of plats. also all that part of P.C. 611, village of Grosse Pointe Woods, bounded and described as follows: beginning at a point at the intersection of the east line of Mack Avenue, as widened, and the south line of said P.C. 611, said point being south 71 degrees east a distance of 104.43 feet from the middle line of Mack Avenue; thence along said south line of P.C. 611, south 71 degrees east a distance of 227.28 feet to the southwest corner of Renmoor Park Subdivision; thence along the west line of said subdivision north 6 degrees, 37 minutes, 22 seconds east a distance of 124.37 feet to the south line of Renaud Road; thence along Renaud road north 88 degrees, 22 minutes west a distance of 87.05 feet; thence turning to the left on a curve having a radius of 459.14 feet westerly, 49.95 feet (chord bears south 88 degrees, 31 minutes west a distance of 49.93 feet); thence south 85 degrees, 24 minutes west a distance of 87.48 feet to the east side of Mack Avenue; thence along Mack Avenue south 6 degrees, 37 minutes, 22 seconds west 2 distance of 44.00 feet to the place of beginning.

#### 1.2 Existing Conditions

The project site is a 0.76 acres commercial lot, home of the 'Pointe Neuroscience Center'. The area of improvements is limited to the building & its accessory asphalt parking area. No environmental hazards have been identified on the site per EGLE's Ride Mapper system, and the site falls outside of any local wellhead protection areas. Access to the site is provided by driveways to the S Renaud Road & Oxford Road systems.

#### 1.3 Proposed Conditions

The scope of the proposed improvements includes demolition of the existing building and parking lot, and construction of a 2-story 8,900 SF Mixed Use Building and accessory parking lot containing 56 vehicle parking spaces.

#### 1.4 CURRENT ZONING

The Current Zoning is (RO-I) Restricted Office with a proposed rezone to (C) Commercial Business, and the master plan's Future Land Use identifies the site as 'Corridor Mixed Use', which fits the characteristics of the proposed development. Refer to the current Grosse Pointe Woods Zoning Map & Master Plan for more information.



#### 1.5 UTILITY & RIGHT-OF-WAY IMPACTS

No negative impacts to public utilities such as stormwater, sanitary waste, domestic water, natural gas, or electrical services are anticipated. Though the proposed Commercial & Residential uses will have a slightly greater demand on public utilities than the existing medical office use, the existing city infrastructure has adequate capacity for the proposed development. No impacts to fire or police services are anticipated.

Landscaping improvements are proposed along the right-of-way frontages, as well as an outdoor seating area along Mack Avenue. The existing right-of-way sidewalks will remain and be repaired as necessary. The existing on-street parking spaces abutting the subject property will remain.

#### 1.6 ENVIRONMENTAL IMPACTS

No environmental impacts are anticipated. The amount of green space on-site shall remain relatively unchanged with enhanced landscaping proposed along the right-of-way frontages and the rear lot line. The existing landscaping (trees, plantings, etc.) shall remain to the greatest extent possible.

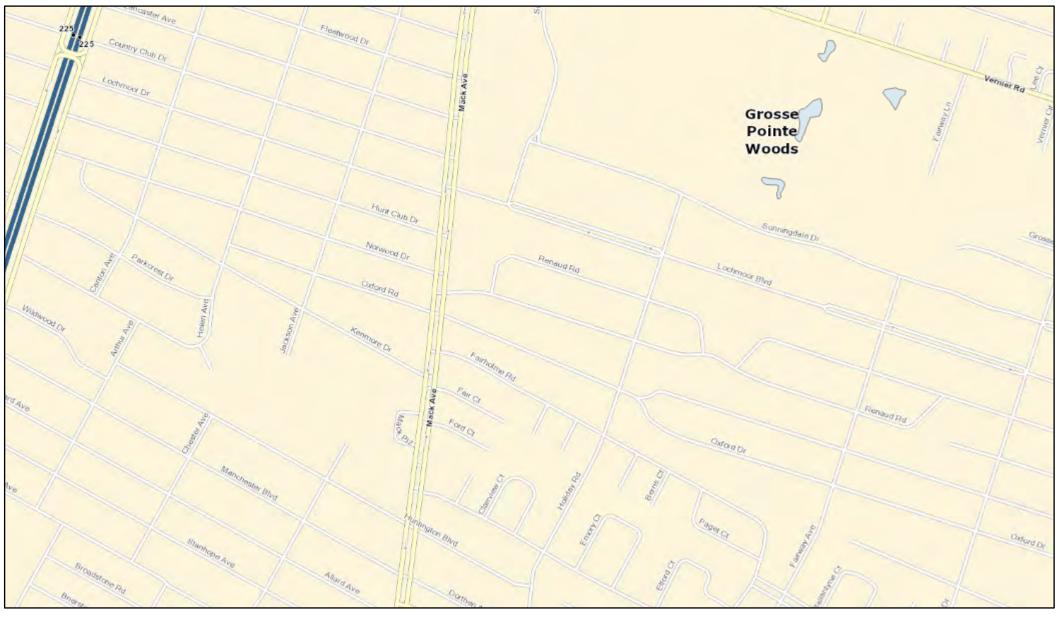
The subject property is not located within a mapped floodplain (Zone 'X', area of minimum flood hazard) nor mapped wetlands. Refer to the FEMA map (Number 26163C0141F eff. 10/21/2021) USFWS National Wetlands Inventory Map, and EGLE Wetlands Map.

The subject site's soils are comprised of mainly 'Urban Land-Fortress Family Complex' (UrbapB per NRCS Soil Survey maps, refer to Appendix C) which carries a low permeability (HSG 'D'). Groundwater depth is not expected to be a conflict.

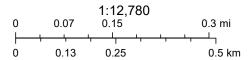


# APPENDIX A WETLAND MAPS

## Wetlands Map Viewer



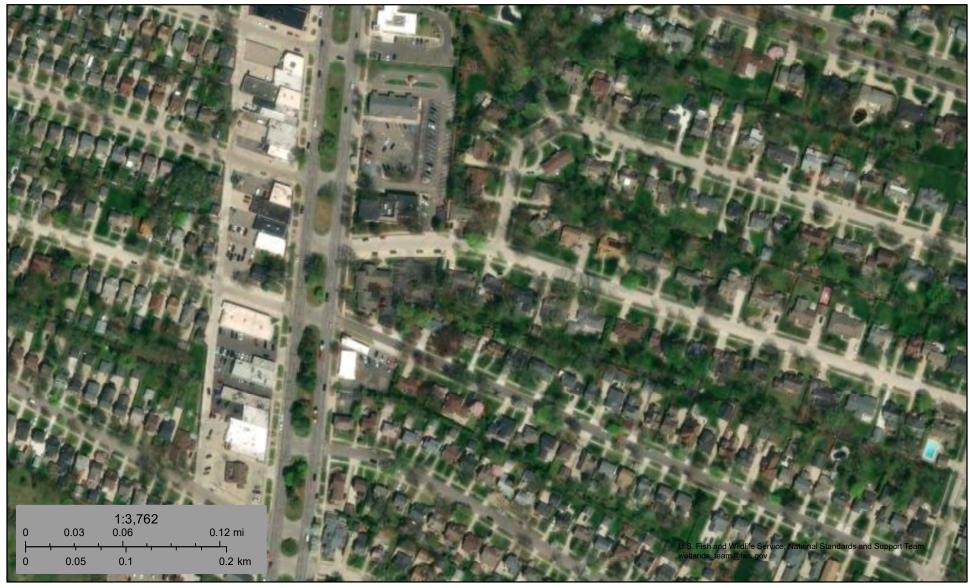
September 19, 2025



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

## U.S. Fish and Wildlife Service National Wetlands Inventory

#### 20160 Mack Ave Wetlands



September 19, 2025

#### Wetlands

Estuarine and Marine Deepwater

Estuarine and Marine Wetland

Freshwater Emergent Wetland

Freshwater Forested/Shrub Wetland

Freshwater Pond

Lake

Other

Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.



## APPENDIX B FEMA FIRM MAP

## National Flood Hazard Layer FIRMette

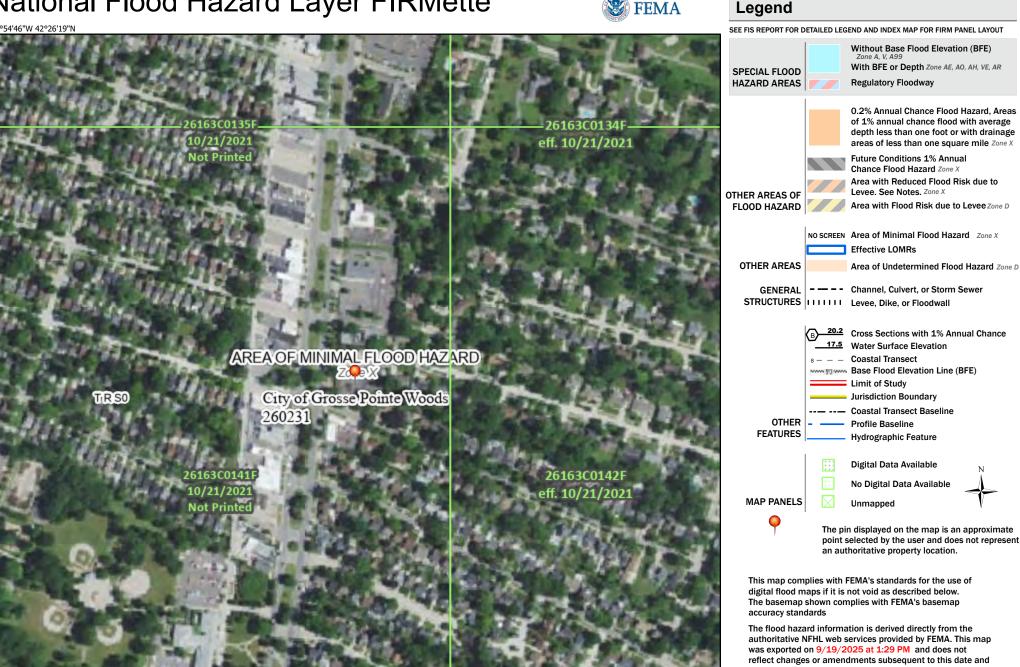
250

500

1,000

1,500





1:6,000

2,000

digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap

authoritative NFHL web services provided by FEMA. This map was exported on 9/19/2025 at 1:29 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



# APPENDIX C NRCS SOIL SURVEY MAPS



#### **Wayne County, Michigan**

## UrbapB—Urban land-Fortress family complex, dense substratum, 0 to 4 percent slopes

#### **Map Unit Setting**

National map unit symbol: 2whsw

Elevation: 570 to 670 feet

Mean annual precipitation: 28 to 38 inches Mean annual air temperature: 45 to 52 degrees F

Frost-free period: 135 to 210 days

Farmland classification: Not prime farmland

#### **Map Unit Composition**

Urban land: 80 percent

Fortress family, dense substratum, and similar soils: 19 percent

Minor components: 1 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

#### **Description of Urban Land**

#### **Properties and qualities**

Slope: 0 to 1 percent

Depth to restrictive feature: 0 inches to manufactured layer

Runoff class: High

Capacity of the most limiting layer to transmit water (Ksat): Very low (0.00 to 0.00

in/hr)

#### Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 8

Hydrologic Soil Group: D Hydric soil rating: No

#### Description of Fortress Family, Dense Substratum

#### Setting

Landform: Water-lain moraines, wave-worked till plains

Down-slope shape: Linear

Across-slope shape: Convex, linear, concave

Parent material: Sandy human-transported material over clayey lodgment till

#### Typical profile

^Au - 0 to 9 inches: loamy sand

^Cu - 9 to 68 inches: gravelly-artifactual sand

2Cd - 68 to 80 inches: clay

#### Properties and qualities

Slope: 0 to 4 percent

Depth to restrictive feature: 54 to 78 inches to densic material

Drainage class: Moderately well drained

Runoff class: Very low

Capacity of the most limiting layer to transmit water (Ksat): Very low (0.00 to 0.00

in/hr)

Depth to water table: About 30 to 54 inches

Frequency of flooding: None

#### Custom Soil Resource Report

Frequency of ponding: None

Calcium carbonate, maximum content: 28 percent

Gypsum, maximum content: 1 percent

Maximum salinity: Nonsaline (0.1 to 1.5 mmhos/cm)

Available water supply, 0 to 60 inches: Low (about 3.3 inches)

#### Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 8

Hydrologic Soil Group: A

Ecological site: F099XY003MI - Warm Moist Sandy Depression

Hydric soil rating: No

#### **Minor Components**

#### Riverfront, dense substratum, steep

Percent of map unit: 1 percent

Landform: Deltas, water-lain moraines, wave-worked till plains

Down-slope shape: Linear

Across-slope shape: Convex, linear

Ecological site: F099XY007MI - Lake Plain Flats

Hydric soil rating: No

## UrbarB—Urban land-Riverfront complex, dense substratum, 0 to 4 percent slopes

#### **Map Unit Setting**

National map unit symbol: 2whsx

Elevation: 560 to 720 feet

Mean annual precipitation: 28 to 38 inches Mean annual air temperature: 45 to 52 degrees F

Frost-free period: 135 to 210 days

Farmland classification: Not prime farmland

#### **Map Unit Composition**

Urban land: 80 percent

Riverfront, dense substratum, and similar soils: 19 percent

Minor components: 1 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

#### **Description of Urban Land**

#### **Properties and qualities**

Slope: 0 to 1 percent

Depth to restrictive feature: 0 inches to manufactured layer

Runoff class: High

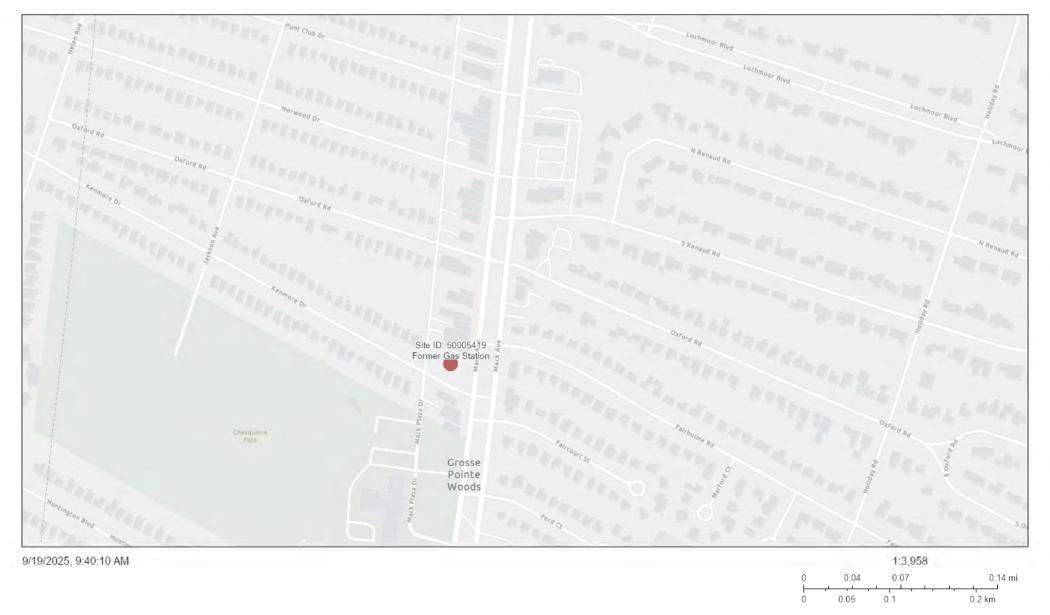
Capacity of the most limiting layer to transmit water (Ksat): Very low (0.00 to 0.00

in/hr)



# APPENDIX D EGLE RIDE MAPPER

### ArcGIS Web Map



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community





VIA EMAIL: buccellato @buccdevelopment.com

To: Justin Buccellato

Julie Kroll, PE, PTOE

From: Massara Khalid

Fleis & VandenBrink

Date: August 11, 2025

Revised September 11, 2025

20160 Mack Avenue - Retail Development

Re: Grosse Pointe Woods, Michigan

**Trip Generation Analysis** 

#### 1 Introduction

This memorandum presents the results of the Trip Generation Analysis (TGA) for the proposed mixed-use development in Grosse Pointe Woods, Michigan. The project site is located at 20160 Mack Avenue, between Oxford Road and S. Renaud Road, as shown in **Exhibit 1**. The proposed development includes the construction of a mixed-use development that includes multi-family residential and retail land uses, on property that was previously occupied by a medical office. The project site will close one (1) of the existing driveways on Oxford Road; the proposed access to the project site will maintain one (1) driveway on Oxford Road and one (1) driveway on S. Renaud Road, both of which are under the jurisdiction of the City. A TGA has been required for this project, as part of the site plan approval process.



EXHIBIT 1: SITE LOCATION MAP

The scope of work for this study was prepared based upon Fleis & VandenBrink's (F&V) knowledge of the study area, understanding of the development program, accepted traffic engineering practice, professional experience, and the methodologies published by the Institute of Transportation Engineers (ITE). Sources of data for this study include the Michigan Department of Transportation (MDOT), the Michigan Traffic Crash Facts (MTCF) database, and ITE.

#### 2 SITE TRIP GENERATION

#### 2.1 SITE TRIP GENERATION

The number of weekday peak hour (AM and PM) and daily vehicle trips that would be generated by the development were calculated based on information published by the Institute of Transportation Engineers (ITE) in the *Trip Generation Manual, 12th Edition*. The proposed development includes the construction of a mixed-use development that includes multi-family residential and retail land uses. The vehicular trips generated by the proposed development are summarized in **Table 1**.

Land Use	ITE Amount	Units		Average Daily Traffic	AM F	Peak Hou	ur (vph)	PM Pe	ak Hour	(vph)
	Code			(vpd)	ln	Out	Total	ln	Out	Total
Multi-Family Housing (Low-Rise)	220	8	DU	50	1	2	3	2	2	4
Strip Retail Plaza (<40k SF)	822	8,900	SF	605	19	16	35	36	35	71
Pass-By (0% AM, 40% PM)		121	0	0	0	14	14	28		
New Trips			New Trips	484	19	16	35	22	21	43
Total Trips			655	20	18	38	38	37	75	
Total Pass-By			121	0	0	0	14	14	28	
Total New Trips			534	20	18	38	24	23	47	

**Table 1: Vehicular Trip Generation Summary** 

As is typical of commercial developments, a portion of the trips generated are from vehicles that are already on the adjacent roadways and will pass the site on their way from an origin to their ultimate destination. Therefore, not all traffic at the site driveways is necessarily new traffic added to the street system. This percentage of the trips generated by the development are considered either "pass-by" or "diverted link" trips, which are already present within the adjacent street system. These trips are therefore reduced from the total external trips generated by a study site. The pass-by and diverted link trips impact on the study intersections are shown in Exhibit 1. The percentage of pass-by trips used in this analysis was determined based on the rates published by ITE in the *Trip Generation Manual*, 12<sup>th</sup> Edition.

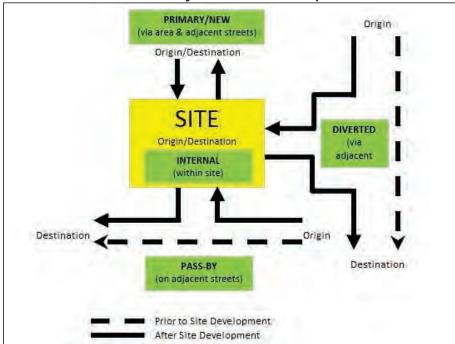


Exhibit 1: Pass-By & Diverted Link Trips Defined



#### 2.2 TRIP GENERATION COMPARISON

The existing building on the project site is currently being utilized as a medical office. The number of weekday peak (AM and PM) and daily vehicle trips that are generated by the existing use of the project site were calculated based on the data published by ITE in the *Trip Generation Manual*, 12<sup>th</sup> Edition. The trip generation forecast for the existing use was compared to the proposed development, as shown in **Table 2**.

AM Peak Hour PM Peak Hour ITE Average Daily (vph) (vph) Amount Units Scenario Land Use Code Traffic (vpd) Out Total Out Total In ln Medical-Dental Office Building **Existing Site** 720 11,826 SF 405 28 7 35 11 27 38 2 2 Multi-Family Housing (Low-Rise) 220 8 DU 50 2 3 4 1 SF Proposed Use | Strip Retail Plaza (<40k SF) 822 8,900 605 19 16 35 36 35 71 35 71 Total 655 19 16 35 36 -9 9 Difference 250 0 25 8 33

**Table 2: Trip Generation Comparison** 

The results of the trip generation comparison indicate that the proposed development is comparable to the existing use of the project site.

#### 3 SITE TRIP DISTRIBUTION

The vehicular trips that would be generated by the proposed development were assigned to the study roadway network based on existing peak hour traffic patterns in the adjacent roadway network, the proposed site access points, and the methodologies published by ITE. Current traffic volume along Mack Avenue was obtained from the MDOT Traffic Count Database System (TCDS) website, for use in determining the project site distribution.

Additionally, traffic volume data was not available along Oxford Road and S. Renaud Road. It is expected that some residents of the adjacent neighborhoods on Oxford Road and S. Renaud Road will access the proposed retail development to/from the east of the site. However, it is expected that the majority of traffic generated by the proposed development will be to/from Mack Ave.

The ITE trip distribution methodology assumes that vehicle trips will enter the network and access the development, then leave the development, and return to their direction of origin. However, in order to provide a conservative analysis, the pass-by trips were not considered for the purpose of this TGA. The site trip distributions utilized in this analysis are summarized in **Table 3**.

Residential Commercial To/From Via AM AM PM PM North Mack Ave 43% 38% 47% 38% 52% South Mack Ave 47% 43% 52% 5% 5% 5% East S Renauld Road 5% East Oxford Road 5% 5% 5% 5% Total 100% 100% 100% 100%

**Table 3: Site Trip Distribution** 

The site-generated vehicular traffic volumes shown in **Table 1** were distributed to the study roadway network according to the site trip distribution shown in **Table 3**. The project site trip distribution volumes are shown in the attached **Figure 1**.



#### 4 SAFETY REVIEW

#### 4.1 CRASH ANALYSIS

A crash analysis was conducted at the intersections of Mack Avenue & S. Renauld Road and Mack Avenue & Oxford Road. The crash data used in the analysis was obtained from the Michigan Traffic Crash Facts (MTCF) website, for the most recent **five years** (January 1, 2020, to December 31, 2024) of available data.

The results of the crash analysis indicate that a total of 17 crashes occurred within the study area, based on the five years of available crash data. There 13 crashes reported at the Mack Avenue & Oxford Road intersection and four (4) crashes reported at the Mack Avenue & S. Renauld Road intersection.

- The majority (94%) of the crashes were due to failure to yield to traffic on Mack Ave. within the bidirectional crossovers.
- Three (3) crashes resulted in "Type-B" injuries and three (3) crashes resulted in "Type-C" injuries.

#### 4.2 MULTI-MODAL REVIEW

The existing non-motorized facilities and the interconnectivity to the project site are shown in the attached **Figure 2**, indicating possible points of conflict between motorized traffic and pedestrian / bicycle traffic on the adjacent study roadways. Below is a summary of the existing non-motorized facilities:

- Sidewalk is currently provided along both sides of Mack Avenue, S. Renaud Road, and Oxford Road, within proximity of the project site.
- There are two (2) bus stops located within close proximity to the project site, including one (1) bus stop adjacent to the property frontage on Mack Avenue.
- Bike lanes are not provided along any of the study roadways, within close proximity of the project site.

The proposed development includes the removal of one (1) of the existing driveways on Oxford Road, which will reduce the number of conflict points between motorized vehicles and pedestrian / bicycle traffic, thereby improving non-motorized safety. Additionally, existing sidewalks are provided along all of the adjacent study roadways and is proposed internal to the site; therefore, pedestrian connectivity will be provided in all directions between the project site and the adjacent roadway network.

#### 5 CONCLUSIONS

The conclusions of this TGA are as follows:

- The trips generated by the proposed development will access the property via driveways on S. Renaud Road and Oxford Road. The majority of traffic is expected to travel to/from Mack Avenue.
- A trip generation comparison was performed, indicating that the proposed development is comparable to the previous use (medical office building) of the project site.
- A crash analysis was conducted at the adjacent intersections of Mack Avenue & S. Renauld Road and Mack Avenue & Oxford, based on the most recent five (5) years of available data in the MTCF database.
   Detailed review of the crash reports (UD-10s) indicates that the majority (94%) of the crashes at the study intersections involved vehicles within the bi-directional crossovers.
- The proposed development plan includes the removal of one (1) of the existing site driveways on Oxford Road, which will reduce the number of conflict points between motorized vehicles and pedestrian / bicycle traffic, thereby improving non-motorized safety.
- Sidewalk is provided along all the adjacent study roadways and is proposed internal to the site; therefore, pedestrian connectivity will be provided in all directions between the project site and the adjacent roadway network.



Any questions related to this memorandum, study, analysis, and results should be addressed to Fleis & VandenBrink.



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Michigan.

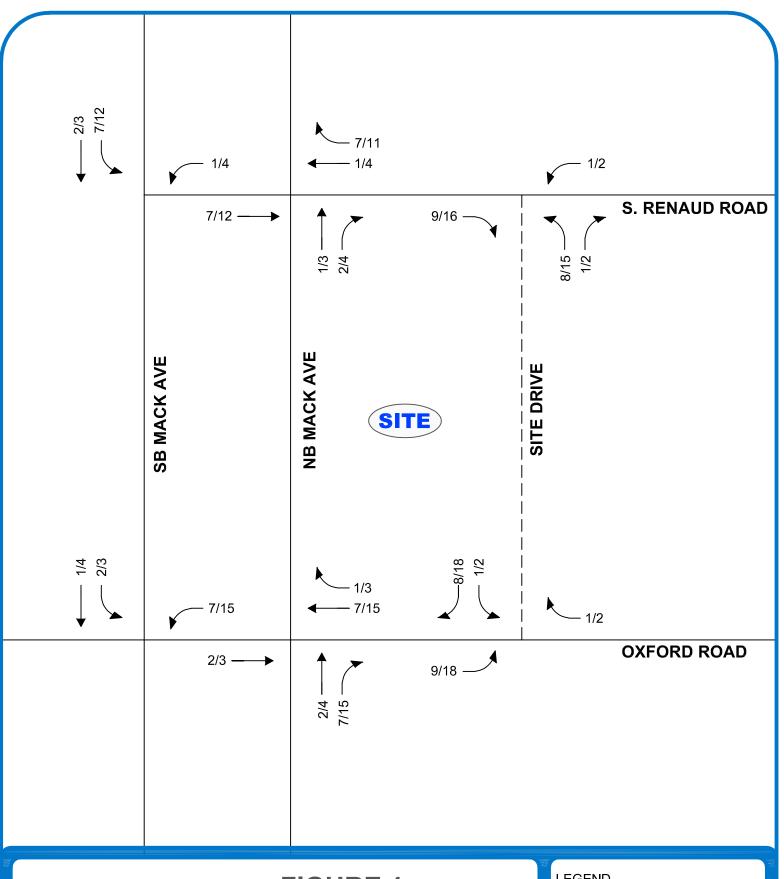
Julie M. Kroll Julie M. Kuell 2025.09.11 14:46:47-04'00'

**Attachments:** Figures 1-2

Site Plan

Traffic Volume Data







## FIGURE 1 SITE-GENERATED TRAFFIC VOLUMES

**BUCCELLATO RETAIL TGA - GROSSE POINTE WOODS, MI** 

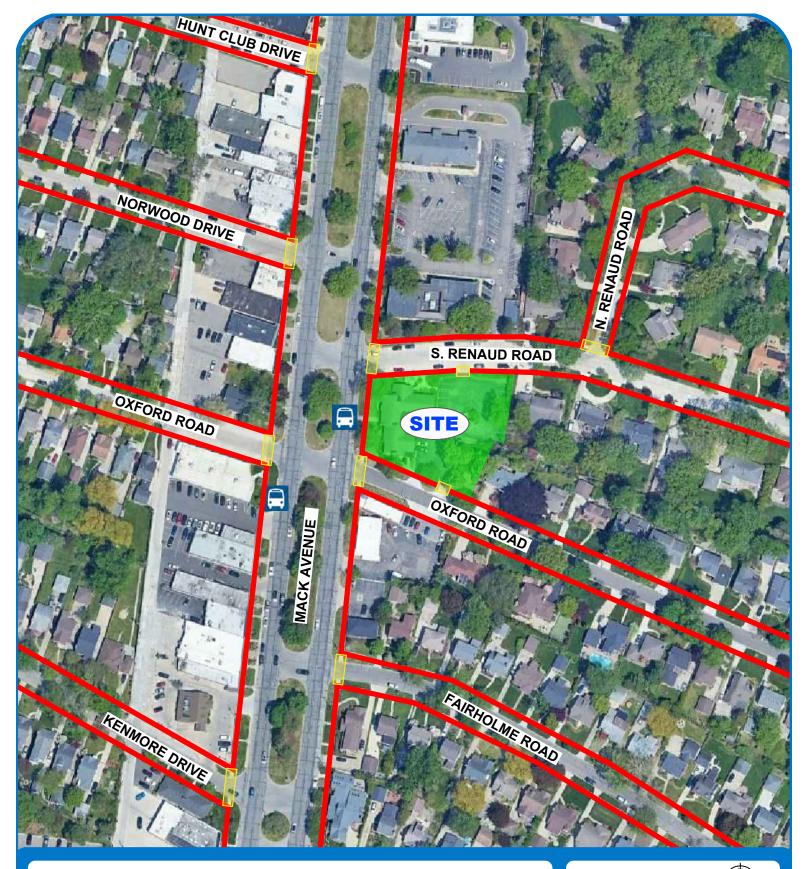


ROADS



TRAFFIC VOLUMES (AM/PM)







# FIGURE 2 MULTI-MODAL CIRCULATION PLAN

**BUCCELLATO RETAIL TGA - GROSSE POINTE WOODS, MI** 







SITE LOCATION NORTH SCALE: NOT TO SCALE

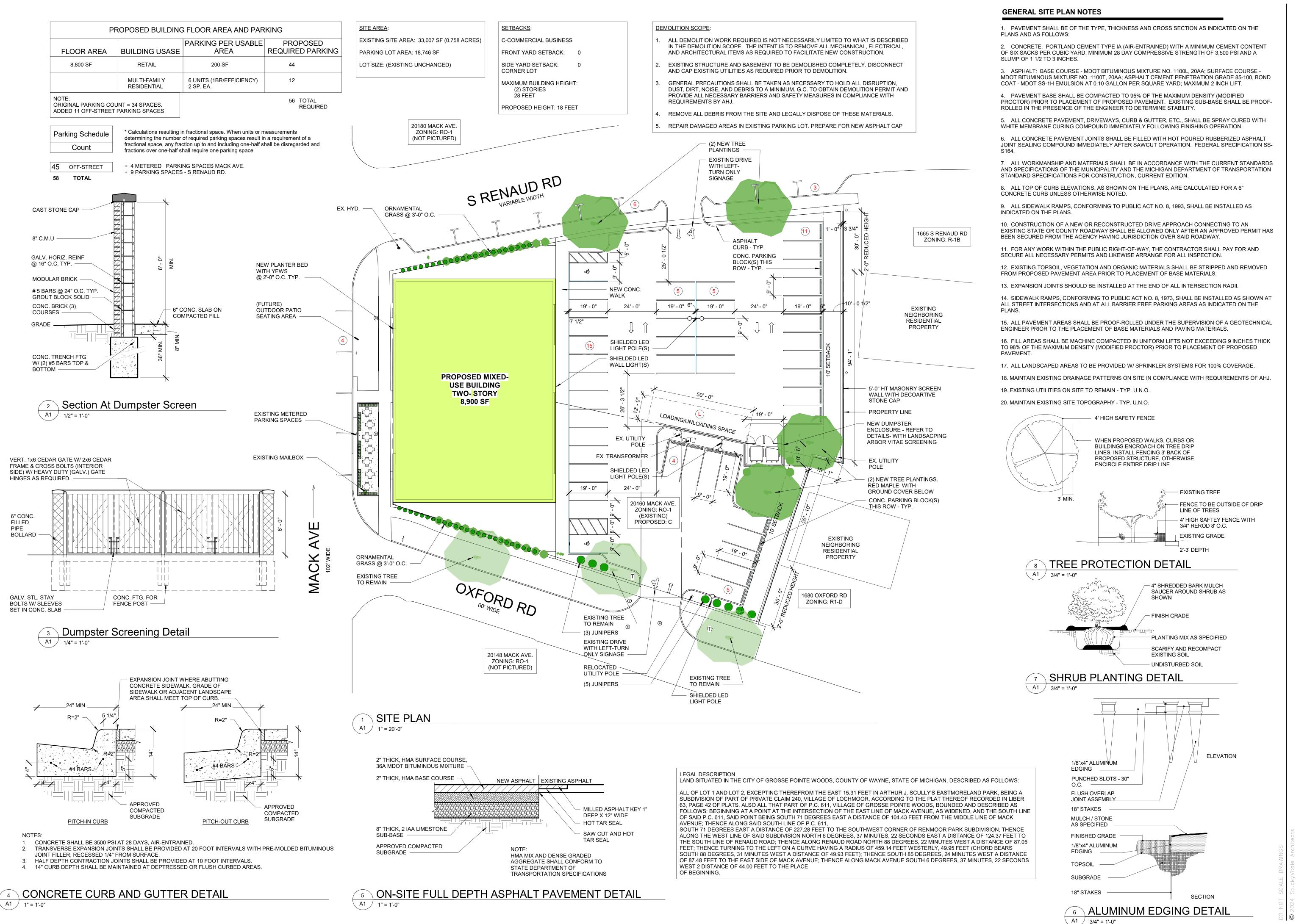


EXISTING SIDEWALK

BIKE LANE



EXISTING CROSSWALK / CONFLICT POINT BUS STOP



SVA

STUCKY VITALE ARCHITECTS
27172 WOODWARD AVENUE

ROYAL OAK, MI 48067-0925 P. 248.546.6700

F. 248.546.8454 WWW.STUCKYVITALE.COM

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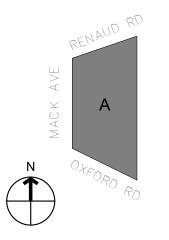
Consultants

Project :

RETAIL DEVELOPMENT

20160 Mack Ave, Grosse Pointe Woods, MI 48236

Key Plan:



Issued for

CITY SUBMITTAL 03.14.25
CITY SUBMITTAL 04.17.25
UPDATE
CITY SUBMITTAL 05.14.25

UPDATE

Drawn by : JGB, JPM

Checked by : JPM, JAV

Sheet Title : SITE PLAN + LANDSCAPE PLAN + DETAILS

Project No. : 2025.018

Sheet No. :

**A1** 



## Traffic Count (TCDS)





## **Volume Count Report**

LOCATION INFO		
Location ID	50-5362	
Туре	SPOT	
Fnct'l Class	4	
Located On	Greater Mack Ave	
BETWEEN	Avalon St AND Maxine St	
Direction	2-WAY	
County	Macomb	
Community	St Clair Shores	
MPO ID	51633	
HPMS ID		
Agency	MDOT	

COUNT DATA INFO		
Count Status	Accepted	
Holiday	No	
Start Date	Wed 7/9/2025	
End Date	Thu 7/10/2025	
Start Time	12:00:00 AM	
End Time	12:00:00 AM	
Direction	2-WAY	
Station		
Study		
Speed Limit		
Description		
Sensor Type	Video (Length-based)	
Source	CombineVolumeCountsIncremental	
Latitude,Longitude		

INTERVAL:15-MIN					
	19	15-min Interval Ho			
Time	1st	2nd	3rd	4th	Count
0:00-1:00	17	13	7	11	48
1:00-2:00	6	7	2	3	18
2:00-3:00	6	2	2	2	12
3:00-4:00	0	3	2	3	8
4:00-5:00	4	9	14	18	45
5:00-6:00	14	26	44	36	120
6:00-7:00	48	57	90	114	309
7:00-8:00	118	101	197	189	605
8:00-9:00	191	198	210	249	848
9:00-10:00	206	213	227	241	887
10:00-11:00	237	265	251	273	1,026
11:00-12:00	296	314	319	316	1,245
12:00-13:00	330	315	359	368	1,372
13:00-14:00	334	344	318	346	1,342
14:00-15:00	302	302	262	333	1,199
15:00-16:00	365	322	332	299	1,318
16:00-17:00	360	367	370	345	1,442
17:00-18:00	362	348	386	364	1,460
18:00-19:00	306	329	331	289	1,255
19:00-20:00	247	222	221	208	898
20:00-21:00	197	157	161	119	634
21:00-22:00	126	129	106	96	457
22:00-23:00	60	52	43	42	197
23:00-24:00 📵	36	26	28	14	104
Total				16,849	
AADT	16,849				
AM Peak	11:45-12:45 1,320			-	
PM Peak	17:00-18:00 1,460				:00-18:00 1,460

NOTES/FILES				
	Note	Date		



## Traffic Count (TCDS)





## **Volume Count Report**

LOCATION INFO	
Location ID	50-5362_NE
Туре	SPOT
Fnct'l Class	4
Located On	Greater Mack Ave
Loc On Alias	
BETWEEN	Avalon St AND Maxine St
Direction	NE
County	Macomb
Community	St Clair Shores
MPO ID	51633
HPMS ID	
Agency	MDOT

COUNT DATA INFO		
Count Status	Accepted	
Holiday	No	
Start Date	Wed 7/9/2025	
End Date	Thu 7/10/2025	
Start Time	12:00:00 AM	
End Time	12:00:00 AM	
Direction		
Station		
Study		
Speed Limit		
Description		
Sensor Type	Video (Length-based)	
Source		
Latitude,Longitude		

INTERVAL:15-MIN					
	15-min Interval				Hourly
Time	1st	2nd	3rd	4th	Count
0:00-1:00	10	5	4	7	26
1:00-2:00	4	3	1	3	11
2:00-3:00	3	2	0	1	6
3:00-4:00	0	1	0	1	2
4:00-5:00	2	5	5	5	17
5:00-6:00	6	9	14	10	39
6:00-7:00	20	24	28	38	110
7:00-8:00	55	48	97	81	281
8:00-9:00	81	105	94	126	406
9:00-10:00	115	121	114	122	472
10:00-11:00	125	121	128	141	515
11:00-12:00	156	187	174	160	677
12:00-13:00	189	169	211	178	747
13:00-14:00	168	185	155	172	680
14:00-15:00	153	142	135	178	608
15:00-16:00	216	179	189	166	750
16:00-17:00	192	199	198	197	786
17:00-18:00	206	210	216	205	837
18:00-19:00	176	172	196	143	687
19:00-20:00	115	109	112	100	436
20:00-21:00	100	72	85	53	310
21:00-22:00	66	69	44	44	223
22:00-23:00	24	30	18	23	95
23:00-24:00 📵	14	13	16	7	50
Total	8,771			8,771	
AM Peak	11:45-12:45 729			45-12:45 729	
PM Peak	17:00-18:00 837				

NOTES/FILES				
		Note	Date	



## Traffic Count (TCDS)





## **Volume Count Report**

LOCATION INFO	
Location ID	50-5362_SW
Туре	SPOT
Fnct'l Class	4
Located On	Greater Mack Ave
Loc On Alias	
BETWEEN	Avalon St AND Maxine St
Direction	SW
County	Macomb
Community	St Clair Shores
MPO ID	51633
HPMS ID	
Agency	MDOT

COUNT DATA INFO		
Count Status	Accepted	
Holiday	No	
Start Date	Wed 7/9/2025	
End Date	Thu 7/10/2025	
Start Time	12:00:00 AM	
End Time	12:00:00 AM	
Direction		
Station		
Study		
Speed Limit		
Description		
Sensor Type	Video (Length-based)	
Source		
Latitude,Longitude	_	

INTERVAL:15-MIN							
	15-min Interval Hourly						
Time	1st	2nd	3rd	4th	Count		
0:00-1:00	7	8	3	4	22		
1:00-2:00	2	4	1	0	7		
2:00-3:00	3	0	2	1	6		
3:00-4:00	0	2	2	2	6		
4:00-5:00	2	4	9	13	28		
5:00-6:00	8	17	30	26	81		
6:00-7:00	28	33	62	76	199		
7:00-8:00	63	53	100	108	324		
8:00-9:00	110	93	116	123	442		
9:00-10:00	91	92	113	119	415		
10:00-11:00	112	144	123	132	511		
11:00-12:00	140	127	145	156	568		
12:00-13:00	141	146	148	190	625		
13:00-14:00	166	159	163	174	662		
14:00-15:00	149	160	127	155	591		
15:00-16:00	149	143	143	133	568		
16:00-17:00	168	168	172	148	656		
17:00-18:00	156	138	170	159	623		
18:00-19:00	130	157	135	146	568		
19:00-20:00	132	113	109	108	462		
20:00-21:00	97	85	76	66	324		
21:00-22:00	60	60	62	52	234		
22:00-23:00	36	22	25	19	102		
23:00-24:00 📵	22	13	12	7	54		
Total	8,078						
AM Peak	11:45-12:45 591						
PM Peak	12:45-13:45 678						

NOTES/FILES			
	Note	Date	



# CITY OF GROSSE POINTE WOODS BUILDING DEPARTMENT REPORT

**TO:** PLANNING COMMISSION

FROM: JEREMY COLLINS, BUILDING OFFICIAL

**DATE:** OCTOBER 2025, NOVEMBER 2025, DECEMBER 2025

**SUBJECT:** BUILDING DEPARTMENT REPORT

#### **Building Projects**

- **19483 Mack Ave. My Nails Salon** Building plans have been approved and the building permit has been issued.
- **19770 Mack Ave. Behavioral Frontiers** Work is progressing. There is an anticipated occupancy date of December 15<sup>th</sup>, 2025.
- 21003 Mack Ave. Little Nest Coffee Roasters- Renovations are progressing towards completion.
- **20195 Mack Ave. Lola's Tacos** Permits issued for the commercial kitchen exhaust hood. Final inspections scheduled for the first week of December 2025.
- 20331 Mack Ave. Nino Salvaggio's Market Café Interior demolition has been completed.
   The building department has met with the contractor to discuss next steps. Awaiting plans for the interior build out for review.
- **20647 Mack Ave. Playa Bowls** Building plans have been approved. Building permit issued. A plumbing permit has been submitted.



# 2026 Planning Commission Meeting Schedule and Submission Deadlines

<b>MEETING DATE</b> Typically, the 4 <sup>th</sup> Tuesday of the month	APPLICATION SUBMISSION DEADLINE
January 27, 2026	December 18, 2025
February 24, 2026	January 22, 2026
March 24, 2026	February 19, 2026
April 28, 2026	March 26, 2026
May 26, 2026	April 23, 2026
June 23, 2026	May 21, 2026
July 28, 2026	June 25, 2026
August 25, 2026	July 23, 2026
September 22, 2026	August 20, 2026
October 27, 2026	September 24, 2026
November 17, 2026*	October 15, 2026
December 8, 2026*	November 5, 2026
January 26, 2027	December 17, 2026

<sup>\*</sup>November meeting is the third Tuesday of the month; December meeting is held on the second Tuesday of the month.