



CITY OF GROSSE POINTE WOODS
PLANNING COMMISSION AGENDA
Tuesday, October 28, 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 – September 23, 2025
- 7. MOTION TO RECEIVE AND PLACE ON FILE**
 - A. Letters from Residents Against Rezoning, Dated October 15, 2025
 - B. City Attorney Walling Response to Letter from Residents Against Rezoning, Dated October 21, 2025
 - C. City Attorney Tomlinson Response to Letter from Residents Against Rezoning, Dated October 22, 2025
- 8. PUBLIC HEARING /s**
 - A. Host Public Hearing on the Conditional Rezoning Application for 20160 Mack Avenue from RO-1, Restricted Office, to C, Commercial Business.
- 9. NEW BUSINESS**
 - A. Consider the conditional rezoning recommendation for 20160 Mack Avenue from RO-1, Restricted Office, to C, Commercial Business.
 - B. Consideration of the Site Plan for 20160 Mack Avenue.
 - C. Consideration of the Site Plan Amendment for 20030 Mack Avenue (Eastside Dermatology).
 - D. Consideration of the Site Plan Amendment for the Walk-Up Window at 20195 Mack Avenue (Lola's Taco Bar).
- 10. OLD BUSINESS - NONE**
- 11. BUILDING OFFICIAL'S MONTHLY REPORT**
 - A. Building Department Report – September to October 2025



CITY OF GROSSE POINTE WOODS PLANNING COMMISSION AGENDA

12. COUNCIL REPORT/s

- A. Last Month: September 8, September 15 – Fenton
- B. This Month: October 6, October 20 – Fuller
- C. Next Month: November 10, November 17 - Gilezan

13. INFORMATION ONLY - NONE

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

15. ADJOURNMENT *(Next Regular Meeting: November 18, 2025)*

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 **SEPTEMBER 23, 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 7:00 p.m. by Chair Fenton.

Roll Call: Chair Fenton

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

Absent: None

Also Present: City Planner Ashley Jankowski
City Attorney Debra Walling
Recording Secretary Gretchen Miotto

Council Member Gafa was unable to attend tonight.

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

MOTION by Fuller, seconded by Vitale, to accept tonight's agenda as presented and place on file.

Motion carried by the following vote:

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

NO: None

ABSENT: None

MOTION by Marx, seconded by Fuller, that the August 26, 2025, Planning Commission meeting minutes be approved as presented.

Motion carried by the following vote:

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

NO: None

ABSENT: None

The first item, under **Old Business**, was **Consideration of the Site Plan for 19271 Mack Avenue (Churchills Cigar Bar)**.

Planner Jankowski provided an overview of the applicant's proposal to construct a screened-in awning and welded frame around the existing outdoor patio area for year-around outdoor dining (396 total square feet). Since the last time the applicant submitted a site plan for review, they have modified the plan to have the outdoor space operational from March to November, without

heating or cooling. After review of the revised site plan the City Planner recommends the Planning Commission consider conditional approval with the understanding that final approval on the following items is granted:

1. Planning Commission approval that the 90-degree turn on the sidewalk around the proposed awning does not cause pedestrian safety and accessibility concerns;
2. Planning Commission approval of the color and design are compatible with design standards;
3. Public Safety/Fire officials' approval that the proposed awning does not pose any safety concerns and has proper ventilation, materials, and ingress/egress on the site.
4. The awning siding will be removed in the warmer summer months;
5. Final approval by Wayne County is received;
6. The continued use abides by the conditions of outdoor cafes set forth in Section 50-6.5 E of the Ordinance.

Applicant John Gumma provided additional information about the project including that the proposed structure is exactly the same size as it has been for 11 years; the side panels would be clear; the final construction plan will contain all the engineering details; there will be no additional signage of the exterior of the building. He shared material samples and the updated site plan.

MOTION by Fuller, seconded by Marx, that the Planning Commission provide conditional approval of the **Site Plan for 19271 Mack Avenue (Churchills Cigar Bar)** with the understanding all the above required approvals are obtained.

Motion carried by the following vote:

YES: Fenton, Fuller, Gilezan, Hamborsky, Marx, O'Keefe, Vitale
NO: None
ABSENT: None

The next item was the **Building Official's Reports August 2025 to September 2025.**

Planner Jankowski provided an overview of current projects and permits.

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

Commissioner Fenton apologized for being unable to attend the September 8 and 15 meetings and will provide an update at a later date.

Commissioner Fuller will attend the October meetings.

Under **Information Only**, Planner Jankowski provided an update on a current Phishing Scam which appear to be emails/bills from the Building Department to applicants, but are not. All fees happen up front and any emails would only come from the @gpwmi.us domain. Commissioner

Gilezan also advised recipients to look closely at the sender's domain for any received emails.

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

1. Margaret Potter, 1834 Allard, commented on Churchills past history with non-compliance to Building Department directives, and said that she thought the City Administrator's, Frank Schulte, letter to the Grosse Pointe News was well stated.
2. Lynne Aldrich, 1501 Oxford, read a prepared statement in opposition to the rezoning of 20160 Mack Avenue, criticizing the developer, City Council, and Frank Schulte's letter to the Grosse Pointe News.
3. John McLellan, 1617 S. Renaud, asked the Planning Commission to restrict any food/beverage service at the 20160 Mack Avenue property. He also thanked City Planner Jankowski for her work.
4. Joyce Janowski, 1070 N. Oxford, spoke in opposition to any food service at 20160 Mack Avenue.
5. Jon Dougherty, 1665 S. Renaud, wants to be on the Planning Commission agenda to discuss rezoning and have input to any decisions.
6. Patricia Casey, business owner of 20099 Mack Avenue, spoke in opposition to any food service at 20160 Mack Avenue as she feels the site cannot support delivery truck traffic.

MOTION by O'Keefe, seconded by Vitale, to adjourn at 7:39 p.m.

Motion carried by the following vote:

YES: Fenton, Fuller, Hamborsky, Marx, O'Keefe, Vitale
NO: None
ABSENT: Gilezan

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

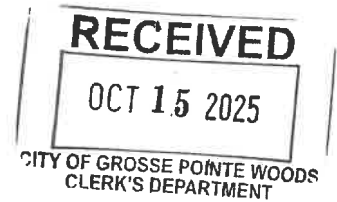
DATE: October 15, 2025

FROM: Lynne Aldrich and Christina Pitts - 2 pages

TO: City Clerk

CC: Mayor and City Council, City Administrator

RE: October 20 2025 Council Meeting Agenda Request - New Business



In a meeting October 13, 2025, among a resident concerned about zoning practices, and City Administrator, Assistant City Administrator and City Planner, questions were raised and discussed about the following:

1. MSHDA Grant and grant-writing process
2. Sign Code Violations issued in September 10 2025
3. Planning Commission Public Hearing scheduled for October 28, 2025.

Item 1: We have requested that the City be transparent about the content, intent, types of changes and progress of "redrafting the zoning ordinance." The City Administrator stated that he will consider publishing an article in the Grosse Pointe News to accommodate this request.

Items 2 and 3: These matters were discussed with City Administration and not satisfactorily resolved.

We request that the following be placed on the City Council Agenda as New Business at the public meeting to be held October 20, 2025:

New Business

(A) Lawn Sign Code Enforcement

This is a subjective action, intentionally directed at certain residents against rezoning, resulting in discrimination and violation of 1st Amendment right to free speech.

- The Law (Michigan and Federal)
 - Yard signs are protected under the First Amendment (City of Ladue v. Gilleo, 1994).
 - Content-based restrictions are barred by Reed v. Town of Gilbert (2015).
 - Time-based bans ('only up for 30 days') have been struck down by the Sixth Circuit.
- Discrimination/Violation of 1st Amendment Rights
 - Violation letters strongly suggest that residents exercising free speech in defense of their neighborhood are being targeted by people in positions of power who favor rezoning. Targeting these signs while allowing others (realtor signs, contractor placards, student graduates, theater presentations, etc.) creates indicates biased enforcement.
 - The Code cited does not apply to miscellaneous signs placed on resident private property to share information and ideas. It is directed at signs of a commercial nature.
 - We have not been provided with any written proof that complaint(s) have been filed; we have only the word of city staff.
 - The citations were sent to a selected group of residents displaying signs.
 - This is a slap-dash maneuver, timed within 24 hours of the withdrawal of rezoning application. The citation letter referred to enforcing rights in Grosse Pointe (not Grosse Pointe Woods), which strongly suggests this letter originated in the city of Grosse Pointe and has been a cut-and-paste effort. Additionally, referenced violation 32-11-D-1 does not exist in the Code. This alone renders the violation letter inappropriate and inapplicable.

New Business

(B) Unlawful Notice of Public Hearing

Scheduling this public hearing for October 28 is unlawful, and the decision process to convene a public hearing violates due process and the Open Meetings Act.

Due Process: Past Practice On March 25, 2025, the Planning Commission held a public meeting to "Consider Rezoning Application and set a date for Public Hearing." The Public Hearing was scheduled and convened on April 22, 2025. **This practice must be replicated as a matter of due process.**

Decision to Convene a Public Hearing

- **If this decision was made by the City Administrator, he has exceeded his authority.** Such a decision must be made by a **legislative body**. The administrator is an employee who implements policy, not a decision-maker on zoning matters. Any such decision must be made at a public meeting in compliance with the Open Meetings Act.
- **If the Administrator did not make this decision** to convene a public hearing, then **how was the decision made and involving whom?** The likely answer is that it came about via discussion among members of the Planning Commission, and City Administrator; perhaps even some Council members. This decision process is in **direct violation of the Open Meetings Act.**

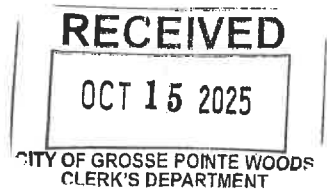
We appreciate these 2 items being placed on the Council Agenda October 20 2025.

Thank you. Please advise immediately any action taken.

Lynne Aldrich

Christina Pitts

DATE: October 15, 2025
TO: Planning Commission, City Administrator, City Clerk
CC: Mayor and City Council
RE: Protest - Planning Commission Public Hearing October 28 2025 for
Conditional Rezoning of 20160 Mack



The City disseminated notice for a "Public Hearing on Conditional Rezoning." This is the **first announcement** to the public that the subject property is under application for rezoning.

In a meeting Monday October 13, 2025, among a resident and City Administrator, Assistant City Administrator and City Planner, a direct question was asked by the resident about the process for scheduling a public hearing for October 28. Per the resident's notes: *It appears that the Administration believes there have been no process violations in issuing this public notice, with no difference between a public meeting and a public hearing. Rather, applications are automatically put on the next PC meeting agenda to avoid applicants having to wait months before knowing the status of their application. It appears that City Administrators are deciding to put items on public meeting agendas, an action they feel does not violate any Open Meeting Act provisions.*

Such a response by The City is alarming, demonstrating lack of conscientious research and analysis of critical public meeting requirements. Scheduling this public hearing for October 28 is unlawful, and the decision process to convene a public hearing violates due process and the Open Meetings Act.

Due Process: Past Practice On March 25, 2025, the Planning Commission held a public meeting to "Consider Rezoning Application and set a date for Public Hearing." The Public Hearing was scheduled and convened on April 22, 2025.

Decision to Convene a Public Hearing

- **If this decision was made by the City Administrator, he has exceeded his authority.** Such a decision must be made by a **legislative body**. The administrator is an employee who implements policy, not a decision-maker on zoning matters. Any such decision must be made at a public meeting in compliance with the Open Meetings Act.
- If the **Administrator did not make this decision** to convene a public hearing, then **how was the decision made and involving whom?** The likely answer is that it came about via discussion among members of the Planning Commission, and City Administrator; perhaps even some Council members. This decision process is in **direct violation of the Open Meetings Act.**

The public expects compliance with the law. **In this case, specifically: that the same process for rezoning consideration via public meeting, followed by a public hearing with 15 days' advance notice --as conducted March-April 2025-- be codified and followed for ANY and EVERY application for rezoning.** Thus, a public meeting must be held to "consider rezoning application and set a date for public hearing" to comply with the practice established on March 25, 2025. This public meeting might be held October 28. Any public hearing on rezoning must take place on a date following the public meeting (e.g. after October 28), and comply with the 15-day notice requirement.

YOUR CITIZENS INSIST that the City immediately retract the Public Notice on Conditional Rezoning, such retractions to appear in all "notice vehicles:" newspapers, internet and mailings. Thank you.

Lynne Aldrich Beth Ann Bayus Kristen Buccellato Jon Dougherty Patti Dougherty Gary Felts
Terrence Kosky Colleen McIver Christina Pitts Helen Taylor Joanne Shenstone

1) Public Hearing - Decision MUST derive from a Public Meeting

Based on the Michigan Attorney General's Open Meetings Act Handbook, a **public body is NOT allowed to make a private decision on whether to hold a public hearing.**

- **All decisions must be made in public meetings.** The OMA provides that "all decisions of a public body shall be made at a meeting open to the public," and defines "decision" to mean "a determination, action, vote, or disposition upon a motion, proposal, recommendation, resolution, order, ordinance, bill, or measure on which a vote by members of a public body is required and by which a public body effectuates or formulates public policy".
- **Decisions cannot be made in closed session.** Section 3(2) of the OMA requires that all decisions of a public body shall be made at a meeting open to the public, and the purposes of closed sessions must be strictly limited to specific exceptions - no decision making is permitted in closed session.
- Therefore, the decision of whether or not to hold a public hearing is itself a "decision" that must be made publicly during an open meeting. The public body cannot:
 - Discuss and decide this in a closed session
 - Use "round-robin" voting (passing around a sign-off sheet)
 - Make the decision through private communications among members
 - Use any other method that avoids public deliberation and voting

The vote on whether to schedule a public hearing must occur during a properly noticed open meeting where the public can observe the deliberation and the vote.

Based on Michigan case law, the most significant case addressing whether decisions can be made privately is **Booth Newspapers, Inc. v. University of Michigan Board of Regents, 444 Mich. 211; 507 N.W.2d 422 (1993)**. This landmark case directly addresses the question of lawful decision-making to convene a public hearing.

Key Principles from Booth Newspapers:

1. All decisions must be public, not just the final vote: The Michigan Supreme Court held that the OMA requires "all decisions of a public body" and "all deliberations of a public body constituting a quorum of its members" to occur at meetings open to the public.

2. "Consensus building" is decision-making: The Court rejected the University's argument that its "consensus building" process was different from decision-making, stating: "any alleged distinction between the committee's consensus building and a determination or action, as advanced in the OMA's definition of 'decision,' is a distinction without a difference".

3. Round-robin decision-making violates the OMA: The Court found that when board members used telephone calls or sub-quorum meetings "to achieve the same intercommunication that could have been achieved in a full board meeting," this violated the OMA because it achieved "the same effect as if the entire board had met publicly and formally cast its votes".

4. Announcing a decision publicly is not the same as making it publicly: The Court stated: "The Presidential Selection Committee did not make the decision to appoint Dr. Duderstadt publicly, it merely announced the decision publicly".

Under Booth Newspapers, a **public body cannot make a private decision on whether to hold a public hearing.** The decision about whether to hold a hearing is itself a "decision" that effectuates public policy and must be made through deliberation and voting at an open meeting. Any attempt to reach consensus privately—whether through closed sessions, phone calls, emails, or sub-quorum meetings—would violate the OMA.

2) A city administrator does NOT have the authority to decide on a public hearing for rezoning.

Under the Michigan Zoning Enabling Act, "the legislative body of a local unit of government may provide by ordinance for the manner in which the regulations and boundaries of districts or zones shall be determined and enforced or amended or supplemented". The legislative body (city council) has the authority to approve or deny rezoning requests, typically after receiving a recommendation from the planning commission.

Before submitting recommendations for a proposed zoning ordinance to the legislative body, the zoning commission shall hold at least one public hearing.

Administrative officials (like city administrators) typically have enforcement authority, not decision-making authority on rezonings. The city council, upon a recommendation from the planning commission, has the authority to approve or deny rezoning requests.

The decision to hold a public hearing on a rezoning is a legislative decision that must be made by the city council (or other legislative body), not by a city administrator. The administrator is an employee who implements policy, not a decision-maker on zoning matters. Any such decision would need to be made at a public meeting in compliance with the Open Meetings Act.

In *Herald Co v Bay City*, 463 Mich 111, 129-133; 614 NW2d 873 (2000), the Michigan Supreme Court held that a city manager is not subject to the Open Meetings Act. This is significant because it establishes that **a city manager (or administrator) is NOT a "public body"** under the OMA. The court distinguished between:

- **Collective bodies** (councils, boards, commissions) that ARE subject to the OMA
- **Individual officials** (city managers, administrators) who are NOT "public bodies"

While this case addresses the OMA specifically, it **reinforces the broader principle that city administrators are individual administrative officials, not decision-making bodies.**

The distinction is critical because:

1. **Legislative decisions** (like rezoning and whether to hold public hearings) must be made by the **legislative body** (city council)
2. **Administrative officials** implement and enforce decisions but don't make legislative policy decisions
3. Under the Michigan Zoning Enabling Act, rezoning is explicitly a **legislative function** requiring action by the legislative body

The case law reviewed earlier, **Booth Newspapers v. University of Michigan Board of Regents**, reinforces that all **decisions** must be made by the public body at open meetings. Since a city administrator is not a "public body," they cannot make zoning decisions like whether to hold a public hearing on rezoning. The authority comes from the statutory framework and the general principle that legislative decisions must be made by legislative bodies, not administrative staff.

Response to October 15, 2025 Correspondences

From Debra Walling <dwalling@rsjalaw.com>

Date Tue 10/21/2025 8:26 PM

To 'lynnemaldrich@outlook.com' <lynnemaldrich@outlook.com>; 'Christina Pitts' <christinacpitts@outlook.com>

Cc 'CityCouncilInt@gpwmil.us' <CityCouncilInt@gpwmil.us>; Arthur W. Bryant <arthurwbryant@gmail.com>; 'Frank Schulte' <fschulte@gpwmil.us>; Susan Como <SComo@gpwmil.us>; Ashley Jankowski <ajankowski@mcka.com>; Laura Haw <LHaw@mcka.com>; Tim Tomlinson <ttomlinson@yorkdolanlaw.com>; Paul Antolin <pantolin@gpwmil.us>

Hello Ms. Aldrich & Ms. Pitts:

My response to your written communications to the Planning Commission and to the City Clerk, dated October 15, 2025, and your verbal comments during the October 20, 2025, City Council meeting, concerning alleged OMA violations and recent FOIA response is below. City Attorney Tomlinson will address your lawn sign enforcement complaints separately.

State law and the Grosse Pointe Woods Zoning Ordinance require the Planning Commission to conduct public hearings for certain matters, such as rezoning requests, but those laws and ordinances do not require a vote of the Planning Commission to set the date of the public hearing. The Planning Commission Bylaws state that the Chair and the Building Official set the agenda for the meeting. The fact that the Planning Commission set a public hearing date at its meeting in March 2025 for April 2025 for a rezoning matter due to certain circumstances does not change the law or the Planning Commission Bylaws, nor does it establish a pattern or practice, nor does failure to repeat that isolated instance constitute a denial of due process. Moreover, contrary to your assertion, the Planning Commission is not a legislative body; but, it is a public body subject to the Open Meetings Act. As such, there is still no requirement that the Planning Commission must vote to set a date for a public hearing or to place any other item on its agenda. As you know, the public hearing notice provisions contained in state law, which are mirrored in the Grosse Pointe Woods Zoning ordinance, are being followed concerning the conditional zoning request on Mack Avenue.

As to your Open Meetings Act (OMA) violation accusation, please understand that Frank Schulte, Susan Como, and the City Planner are not a “public body”—either individually or collectively—subject to the OMA. Therefore, their meetings are not subject to the OMA. If a quorum of a public body is present for a meeting, then the OMA applies. I have no reason to believe that there was a quorum of any public body present during the Planning Commission agenda preparation by the Building Official, the City Planner, and the Chair of the Planning Commission. Inasmuch as setting a meeting agenda is not a “decision” of the public body, your recitation of OMA appellate opinions and principles are not applicable. Consequently, your collective concerns about these matters have been noted and reviewed, but they are unfounded.

Similarly, it is my understanding that your concerns about a delayed response to your recent FOIA request for a MSHDA Grant application are also unfounded and, as of today, moot because the responsive documents were made available within five (5) business days.

Sincerely,



Debra Walling

27555 Executive Drive, Suite 250

Farmington Hills, MI 48331

P 248.489.4100 | F 248.489.1726

Email: dwalling@rsjalaw.com

Website: rsjalaw.com

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Linda M. McGrail (lmcgrail@yorkdolanlaw.com)

Fred A. York (1930-1989)

October 22, 2025

Via Email, only (lynnemaldrich@outlook.com)

Lynne Aldrich

Via Email, only (christinacpitts@outlook.com)

Christina Pitts

RE: Grosse Pointe Woods – Lawn Sign Code Enforcement

Dear Ms. Aldrich and Ms. Pitts:

We handle municipal prosecutions on behalf of the City of Grosse Pointe Woods. I am in receipt of your correspondence dated October 15, 2025, raising a number of issues with the City Administration, including: lawn sign code enforcement. I respectfully disagree with your legal review and analysis as presented within your correspondence. You reference law relative to yard signs being protected under the First Amendment, (*City of Ladue v Gilleo* - 1994) and (*Reed v Town of Gilbert* - 2015), and reference to time based bans being struck down by the Sixth Circuit (no citations).

Seminal and underlying any arguments presented by you is the decision of *Reed v Township of Gilbert*, 576 US 155 (2015) which has resulted in municipalities not only across the State of Michigan, but of the United States of America, reviewing and taking significant measures to revise their sign ordinances to comply with the dictates therein. The Supreme Court explained that content-based laws are “those that target speech based on its communicative content.” In *Reed* the Court established two tests to determine whether the sign regulation is content based: first, “a regulation is content based if the individual must read the sign to understand how the regulation applies (e.g. to distinguish a political sign from an advertising sign).” *Id* at 156. Second, a regulation is content based if the underlying purposes of the sign regulation is to regulate certain subject matters. *Id*. The goal of these tests is to protect “viewpoints and ideas from government censoring and favoritism.” *Id* at 168.

With regard to the City of Grosse Pointe Woods, the case law relied upon by you with regard to time limitations on temporary signs (political signs) are all pre-*Reed*. As noted, *Reed* was a challenge to temporary signs that were treated differently based upon their content. The cases relied upon by you are dependent upon a content based analysis. When striking down durational limitations, the Court had repeatedly done so based upon the content of the sign (i.e. political) prior to *Reed*. With regard to the City of Grosse Pointe Woods, the ordinance does not completely ban temporary signs, does not rely upon content whatsoever, and is completely

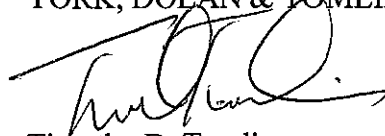
content neutral to the type of sign and the messages indicated on the sign. Your analysis requires one to read, understand, and take into consideration what type of sign it is and the content thereof in determining whether or not a durational restriction should be struck down. It is the position of the City that one cannot have it both ways. We cannot base our regulations on the content of the sign pursuant to *Reed*, hence, any analysis of durational restrictions should not rely on the content of the sign. Regardless of whether it is a temporary realtor sign, garage sale sign, or other type of temporary sign, the analysis should only entail a content neutral analysis, and not be with regard to what the messages are. Therefore, the City is of the position that its sign ordinance would withstand constitutional muster as it relates to its time duration.

Second, you assert that there is discrimination/violation of First Amendment rights due to the language of the violation letters relative to other types of signs. The code is clear and applies to all signs that are temporary in nature whether they are realtor signs, contractor placards, student graduates, etc. The time limitations are applicable based upon any complaints that the City receives. Enforcement actions have been taken in the past with the issuance of violation letters, as well as, municipal court prosecutions for same.

Based upon the foregoing, hopefully this response is adequate for you to understand the City's position with regard to the law and the enforcement of its sign ordinance. Should you have any questions regarding this correspondence, please do not hesitate to contact me. We remain,

Very truly yours,

YORK, DOLAN & TOMLINSON, P.C.

A handwritten signature in black ink, appearing to read 'Timothy D. Tomlinson', written over a horizontal line.

Timothy D. Tomlinson
Attorneys for Grosse Pointe Woods

TDT/jabh

CC via email:

Frank Schulte, City Administrator
Sue Como, Asst. City Administrator
Debra Walling, City Attorney

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:

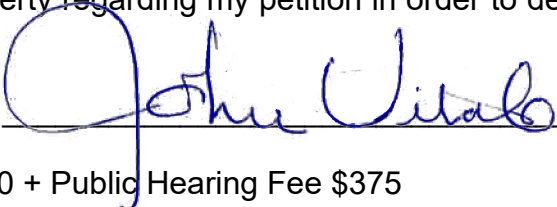
N/A

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 a 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.”
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 11:00 p.m. Liquor sales or service shall not be permitted.
4. Building Height — The maximum height of the building shall not exceed twenty eight feet (28'-0”).
5. Setbacks — Setbacks shall be as shown on Site Plan A-1.
6. Standard timelines for planning approvals in the city and standard extension processes if needed.

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

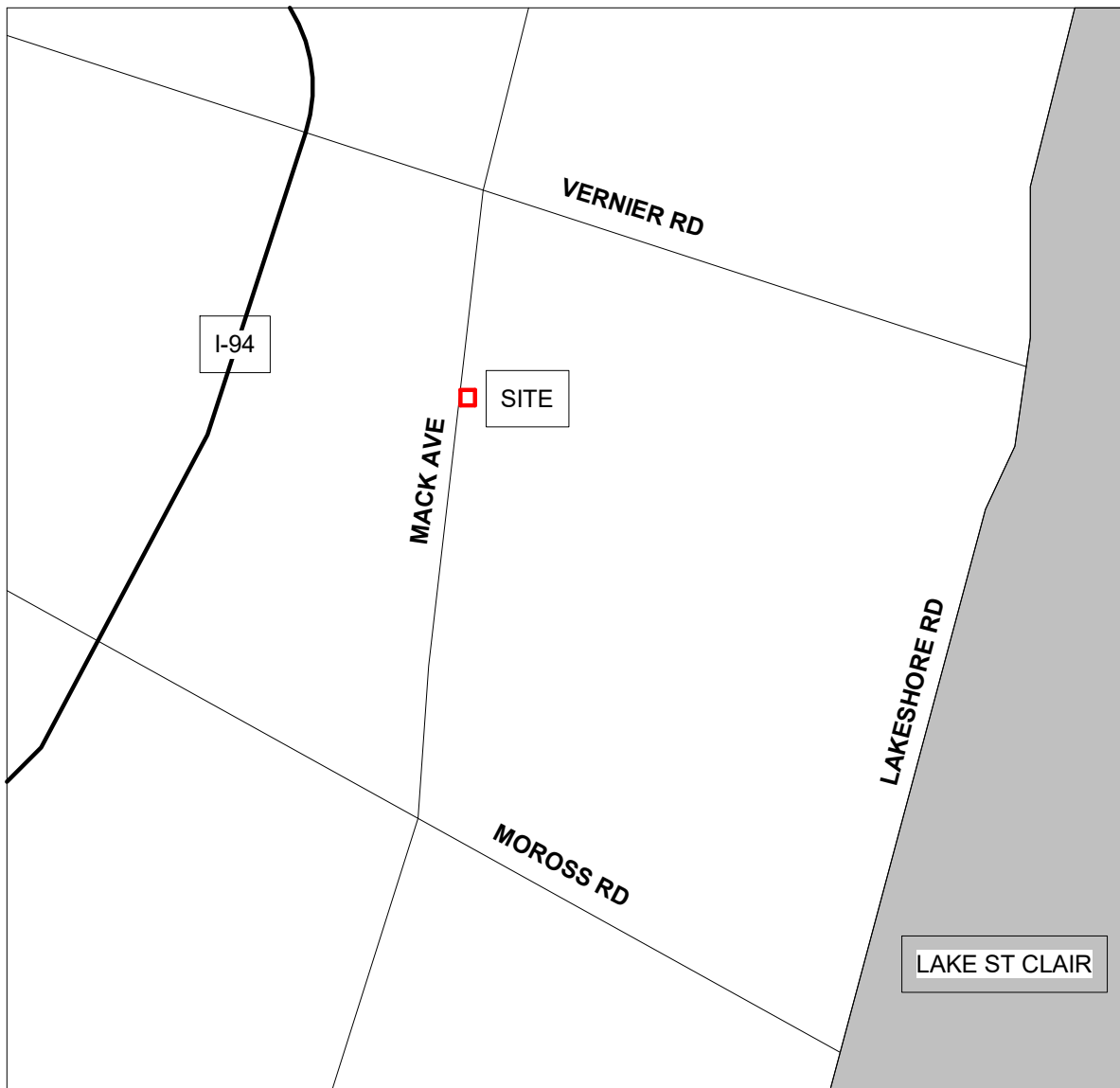
RE-DEVELOPMENT OF EXISTING SITE FOR MIXED USE, TWO-STORY.

DEMOLITION OF EXISTING STRUCTURE & CONSTRUCTION OF NEW MIXED USE DEVELOPMENT.

IMPROVEMENTS TO EXISTING SITE AND PARKING LOT.

SHEET INDEX - GENERAL			
DWG #	DRAWING NAME	ISSUED FOR	DATE
G1	COVER SHEET, GENERAL INFORMATION, DRAWING INDEX	CITY SUBMITTAL	09.30.25
DRAWINGS: 1			
SHEET INDEX - ARCHITECTURAL			
DWG #	DRAWING NAME	ISSUED FOR	DATE
A1	SITE PLAN + LANDSCAPE PLAN + DETAILS	CITY SUBMITTAL	09.30.25
A2	EXTERIOR ELEVATIONS + RENDERING	CITY SUBMITTAL	09.30.25
A3	FLOOR PLAN - GROUND LEVEL	CITY SUBMITTAL	09.30.25
A4	FLOOR PLAN - UPPER LEVEL	CITY SUBMITTAL	09.30.25
DRAWINGS: 4			
SHEET INDEX - REFERENCE			
DWG #	DRAWING NAME	ISSUED FOR	DATE
1 OF 1	PHOTOMETRIC PLAN	CITY SUBMITTAL	09.30.25
1 OF 1	ALTAINSPS LAND TITLE SURVEY	CITY SUBMITTAL	09.30.25
DRAWINGS: 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.

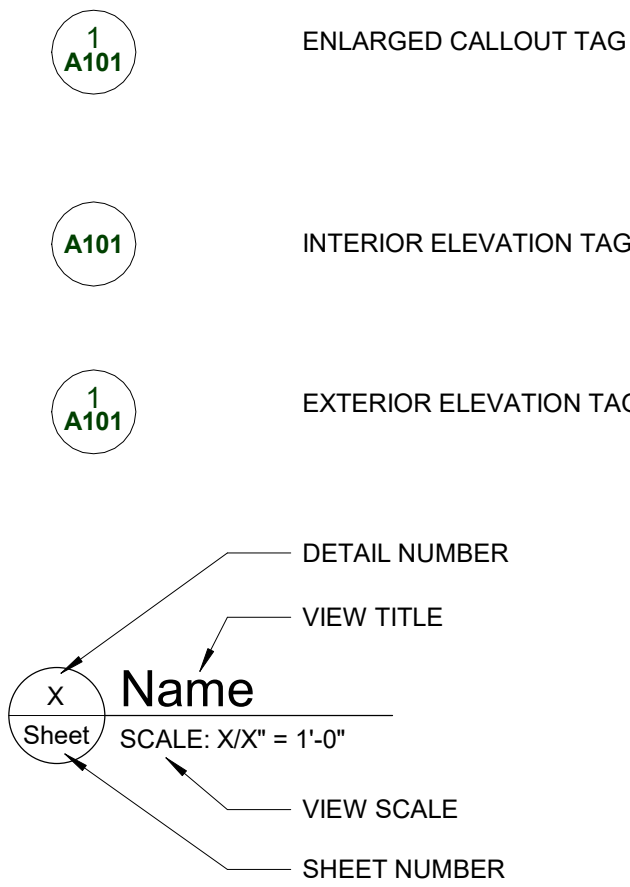


N
VICINITY MAP
SCALE: N.T.S



CONCEPTUAL RENDERING

SYMBOL LEGEND



ROOM NAME

ROOM TAG

101

FLOOR NAME

ELEV. 100'-0"

LEVEL REFERENCE

0, 0

DATUM WORKPOINT

1

COLUMN GRIDS

NUMBERS DESIGNATE VERTICAL COLUMN LINES

A

LETTERS DESIGNATE HORIZONTAL COLUMN LINES

A

SQUARE DESIGNATE EXISTING COLUMN GRID

DOOR TAGS

101

NEW DOOR TAG DESIGNATION

101

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

<203-Ys>

PARTITION TAG

XX

KEYNOTE TAG

XX

EQUIPMENT TAG

X / A-XXX

SHEET REF FOR DRAWING CONTINUATION

ZONE B

ZONE A

MATCH LINE

ABBREVIATION LEGEND

& L @	AND ANGLE AT	± or ∅ Ø ±	CENTERLINE DIAMETER PLUS OR MIN
ACCESS.	ACCESSIBILITY	N	NORTH
ACOUS.	ACOUSTICAL	NIC	NOT IN CONTRACT
ACT	ACOUSTICAL CEILING TILE	NOM	NOMINAL
A.D.	AREA DRAIN	NTS	NOT TO SCALE
ADJ	ADJUSTABLE	O/C	ON CENTER
A.F.F.	ABOVE FINISH FLOOR	OFC	OFFICE
AL	ALUMINUM	OPNG	OPENING
ANOD.	ANODIZED	OPP	OPPOSITE
ARCH.	ARCHITECTURAL or ARCHITECT	OVFD	OVERFLOW DRAIN
ASPH.	ASPHALT	PL	PLATE
BD.	BOARD	PLAM	PLASTIC LAMINATE
BF	BARRIER FREE	PLAS	PLASTER
BLDG.	BUILDING	PNT	PAINT
BL'G.	BLOCKING	PLYWD	PLYWOOD
BOT.	BOTTOM	PREFAB	PREFABRICATED
BR	BRICK	PFN	PREFINISH or PREFINISHED
CAB.	CABINET	PROJ	PROJECTION
CEM.	CEMENT	PT	POINT
C.J.	CONTROL JOINT	R.	RISER
CLG	CEILING	RCP	REFLECTED CEILING PLAN
C.F.M.F.	COLD FORMED METAL FRAMING	R.C.	ROOF CONDUCTOR
C.O.	CLEAN OUT	RD	ROOF DRAIN
CLO.	CLOSET	REINF	REINFORCING
CLR	CLEAR	REQ'D	REQUIRED
COL	COLUMN	RESIL	RESILIENT
CONC.	CONCRETE	RFG	ROOFING
C.G.	CORNER GUARD	RM	ROOM
CONST.	CONSTRUCTION	R.S.	ROOF SUMP
CONT.	CONTINUOUS	SAN	SANITARY
COR.	CORRIDOR	SC	SOLID CORE
CORR.	CORRUGATED	SCHED	SCHEDULE
CPT	CARPET	SHT	SHEET
C.T.	CERAMIC TILE	SIM	SIMILAR
CTSK.	COUNTER SUNK	SPEC	SPECIFICATIONS
CW	CURTAIN WALL	SQ	SQUARE
D.F.	DRINKING FOUNTAIN	ST-STL.	STAINLESS STEEL
DET.	DETAIL	SS	SOLID SURFACE
DIA.	DIAMETER	ST	STONE
DIM.	DIMENSION	STD	STANDARD
DN.	DOWN	STL	STEEL
D.O.	DOOR OPENING	STN	STAIN
DR.	DOOR	STOR	STORAGE
D.S.	DOWN SPOUT	STRUCT	STRUCTURAL or STRUCTURE
DWG.	DRAWING	SUSP	SUSPENDED
DWR.	DRAWER	SYM	SYMMETRICAL
EA	EACH	T.	TREAD
E.J.	EXPANSION JOINT	T&B	TOP AND BOTTOM
EL.	ELEVATION	TERR.	TERRAZZO
ELEC.	ELECTRICAL	T.O.C.	TOP OF CURB
ELEV.	ELEVATOR	T&G	TONGUE AND GROOVE
E.O.S./EOS	EDGE OF SLAB	THK	THICK
E.O.D./EOD	EDGE OF DECK	THRES.	THRESHOLD
EP	ELECTRICAL PANEL	T.O.P.	TOP OF PARAPET
EPX	EPOXY	TA	TOILET ACCESSORY
EQ.	EQUAL	TV	TELEVISION
EQPM	EQUIPMENT	T.O.W.	TOP OF WALL
E.W.	EACH WAY	TOS / T.O.S.	TOP OF STEEL
EXIST. / EX	EXISTING	TYP.	TYPICAL
EXP.	EXPOSED	U/C	UNDERCUT
EXT.	EXTERIOR	U.N.O.	UNLESS NOTED OTHERWISE
FA	FIRE ALARM	U.S.K.	UTILITY SINK
FD	FLOOR DRAIN	V.B.	VAPOR BARRIER
FON	FOUNDATION	VCT	VINYL COMPOSITION TILE
FIRE EXTINGUISHER	FIRE EXTINGUISHER	VERT.	VERTICAL
FEC	FIRE EXTINGUISHER CABINET	VEST	VESTIBULE
FHC	FIRE HOSE CABINET	VF	VINYL FLOORING
FIN	FINISH	V.I.F.	VERIFY IN FIELD
FLOOR	FLOOR	W	WIDTH
F.O.	FACE OF	W/	WITH
F.O.S.	FACE OF STUD	WB	WALL BASE
FIREPROOF	FIREPROOF	W.C.	WATER CLOSET
FR	FRAME	WC	WALLCOVERING
FRP	FIBERGLASS REINFORCED PANEL	WD	WOOD
FRT	FIRE RETARDANT TREATED	WO	WITHOUT
F.S.	FULL SIZE	WR	WATER RESISTANT
FT.	FOOT or FEET	WSCOT	WAINSCOT
FTG.	FOOTING	WT.	WEIGHT
FUR	FURRING	W.W.F.	WELDED WIRE FABRIC
GA.	GAUGE		
GALV.	GALVANIZED		
G.B.	GRAB BAR		
GFRC.	GLASS FIBER REINFORCED CONCRETE		
GL.	GLASS		
GYP.	GYP-SUM		
H.B.	HOSE BIBB		
H.C.	HOLLOW CORE		
HDWD	HARDWOOD		
HDWE	HARDWARE		
HM	HOLLOW METAL		
HORIZ.	HORIZONTAL		
HR	HOUR		
HGT	HEIGHT		
INSUL	INSULATION		
IMP	INSULATED METAL PANEL		
IMWP	INSULATED METAL WALL PANEL		
INT	INTERIOR		
J.C.	JANITOR'S CLOSET		
JOINT	JOINT		
KIT.	KITCHEN		
LAV	LAVATORY		
LG	LENGTH		
L.L.V.	LONG LEG VERTICAL		
LT	LIGHT		
LVT	LUXURY VINYL TILE		
MAX	MAXIMUM		
MECH	MECHANICAL		
MTL	METAL		
MFR.	MANUFACTURER		
MIN.	MINIMUM		
MISC.	MISCELLANEOUS		
M.O.	MASONRY OPENING		



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27172 WOODWARD AVENUE
ROYAL OAK, MI 48067-0925

P. 248.546.6700

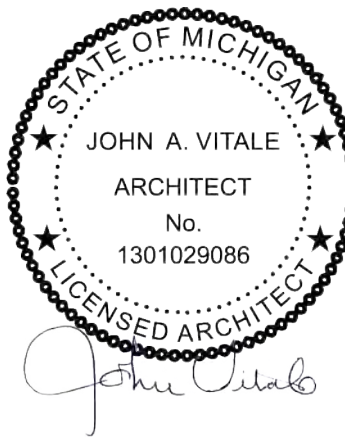
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Consultants

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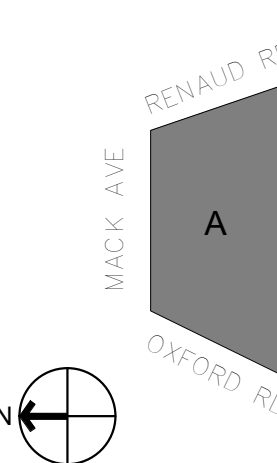


Project :

MIXED-USE
DEVELOPMENT

20160 Mack Ave, Grosse
Pointe Woods, MI 48236

Key Plan:



Issued for

CITY SUBMITTAL 09.30.25

Drawn by :

JPM

Checked by :

JAV

Sheet Title :

COVER SHEET, GENERAL
INFORMATION, DRAWING INDEX

Project No. :

2025.018

Sheet No. :

G1

PROPOSED BUILDING FLOOR AREA AND PARKING			
FLOOR AREA	BUILDING USASE	PARKING PER USABLE AREA	PROPOSED REQUIRED PARKING
8,800 SF	RETAIL	200 SF	44
	MULTI-FAMILY RESIDENTIAL	7 UNITS (1BR/EFFICIENCY) 2 SP. EA.	14
NOTE: ORIGINAL PARKING COUNT = 34 SPACES. ADDED 11 OFF-STREET PARKING SPACES			58 TOTAL REQUIRED

Parking Schedule		
Count		
45	OFF-STREET	+ 4 METERED PARKING SPACES MACK AVE. + 9 PARKING SPACES - S RENAUD RD.
		58 TOTAL PROVIDED

* Calculations resulting in fractional space. When units or measurements determining the number of required parking spaces result in a requirement of a fractional space, any fraction up to and including one-half shall be disregarded and fractions over one-half shall require one parking space

SITE AREA:
EXISTING SITE AREA: 33,007 SF (0.758 ACRES)
PARKING LOT AREA: 18,536 SF
LOT SIZE: (EXISTING UNCHANGED)

SETBACKS:
C-COMMERCIAL BUSINESS
FRONT YARD SETBACK: 0
SIDE YARD SETBACK: 0
CORNER LOT
MAXIMUM BUILDING HEIGHT:
(2) STORIES
28 FEET
PROPOSED HEIGHT: 18 FEET

DEMOLITION SCOPE:

- ALL DEMOLITION WORK REQUIRED IS NOT NECESSARILY LIMITED TO WHAT IS DESCRIBED IN THE DEMOLITION SCOPE. THE INTENT IS TO REMOVE ALL MECHANICAL, ELECTRICAL, AND ARCHITECTURAL ITEMS AS REQUIRED TO FACILITATE NEW CONSTRUCTION.
- EXISTING STRUCTURE AND BASEMENT TO BE DEMOLISHED COMPLETELY. DISCONNECT AND CAP EXISTING UTILITIES AS REQUIRED PRIOR TO DEMOLITION.
- GENERAL PRECAUTIONS SHALL BE TAKEN AS NECESSARY TO HOLD ALL DISRUPTION, DUST, DIRT, NOISE, AND DEBRIS TO A MINIMUM. G.C. TO OBTAIN DEMOLITION PERMIT AND PROVIDE ALL NECESSARY BARRIERS AND SAFETY MEASURES IN COMPLIANCE WITH REQUIREMENTS BY AHJ.
- REMOVE ALL DEBRIS FROM THE SITE AND LEGALLY DISPOSE OF THESE MATERIALS.
- REPAIR DAMAGED AREAS IN EXISTING PARKING LOT. PREPARE FOR NEW ASPHALT CAP

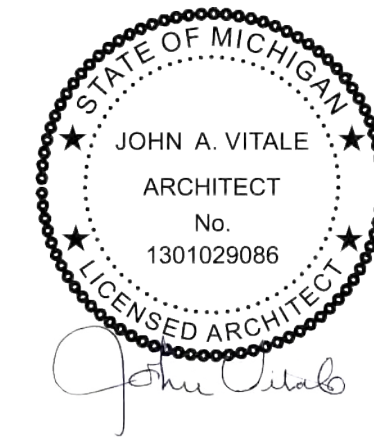
GENERAL SITE PLAN NOTES

- PAVEMENT SHALL BE OF THE TYPE, THICKNESS AND CROSS SECTION AS INDICATED ON THE PLANS AND AS FOLLOWS:
- CONCRETE: PORTLAND CEMENT TYPE IA (AIR-ENTRAINED) WITH A MINIMUM CEMENT CONTENT OF SIX SACKS PER CUBIC YARD, MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI AND A SLUMP OF 1 1/2 TO 3 INCHES.
- ASPHALT: BASE COURSE - MDOT BITUMINOUS MIXTURE NO. 1100L, 20AA; SURFACE COURSE - MDOT BITUMINOUS MIXTURE NO. 1100T, 20AA; ASPHALT CEMENT PENETRATION GRADE 85-100, BOND COAT - MDOT SS-1H EMULSION AT 0.10 GALLON PER SQUARE YARD; MAXIMUM 2 INCH LIFT.
- PAVEMENT BASE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT. EXISTING SUB-BASE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE ENGINEER TO DETERMINE STABILITY.
- ALL CONCRETE PAVEMENT, DRIVEWAYS, CURB & GUTTER, ETC., SHALL BE SPRAY CURED WITH WHITE MEMBRANE CURING COMPOUND IMMEDIATELY FOLLOWING FINISHING OPERATION.
- ALL CONCRETE PAVEMENT JOINTS SHALL BE FILLED WITH HOT POURED RUBBERIZED ASPHALT JOINT SEALING COMPOUND IMMEDIATELY AFTER SAWCUT OPERATION. FEDERAL SPECIFICATION SS-S164.
- ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, CURRENT EDITION.
- ALL TOP OF CURB ELEVATIONS, AS SHOWN ON THE PLANS, ARE CALCULATED FOR A 6" CONCRETE CURB UNLESS OTHERWISE NOTED.
- ALL SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1993, SHALL BE INSTALLED AS INDICATED ON THE PLANS.
- CONSTRUCTION OF A NEW OR RECONSTRUCTED DRIVE APPROACH CONNECTING TO AN EXISTING STATE OR COUNTY ROADWAY SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE AGENCY HAVING JURISDICTION OVER SAID ROADWAY.
- FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL INSPECTION.
- EXISTING TOPSOIL, VEGETATION AND ORGANIC MATERIALS SHALL BE STRIPPED AND REMOVED FROM PROPOSED PAVEMENT AREA PRIOR TO PLACEMENT OF BASE MATERIALS.
- EXPANSION JOINTS SHOULD BE INSTALLED AT THE END OF ALL INTERSECTION RADII.
- SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1973, SHALL BE INSTALLED AS SHOWN AT ALL STREET INTERSECTIONS AND AT ALL BARRIER FREE PARKING AREAS AS INDICATED ON THE PLANS.
- ALL PAVEMENT AREAS SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER PRIOR TO THE PLACEMENT OF BASE MATERIALS AND PAVING MATERIALS.
- FILL AREAS SHALL BE MACHINE COMPACTED IN UNIFORM LIFTS NOT EXCEEDING 9 INCHES THICK TO 98% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.
- ALL LANDSCAPED AREAS TO BE PROVIDED W/ SPRINKLER SYSTEMS FOR 100% COVERAGE.
- MAINTAIN EXISTING DRAINAGE PATTERNS ON SITE IN COMPLIANCE WITH REQUIREMENTS OF AHJ.
- EXISTING UTILITIES ON SITE TO REMAIN - TYP. U.N.O.
- MAINTAIN EXISTING SITE TOPOGRAPHY - TYP. U.N.O.

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27172 WOODWARD AVENUE
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Consultants

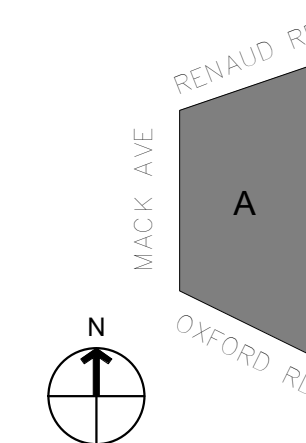
Seal:



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

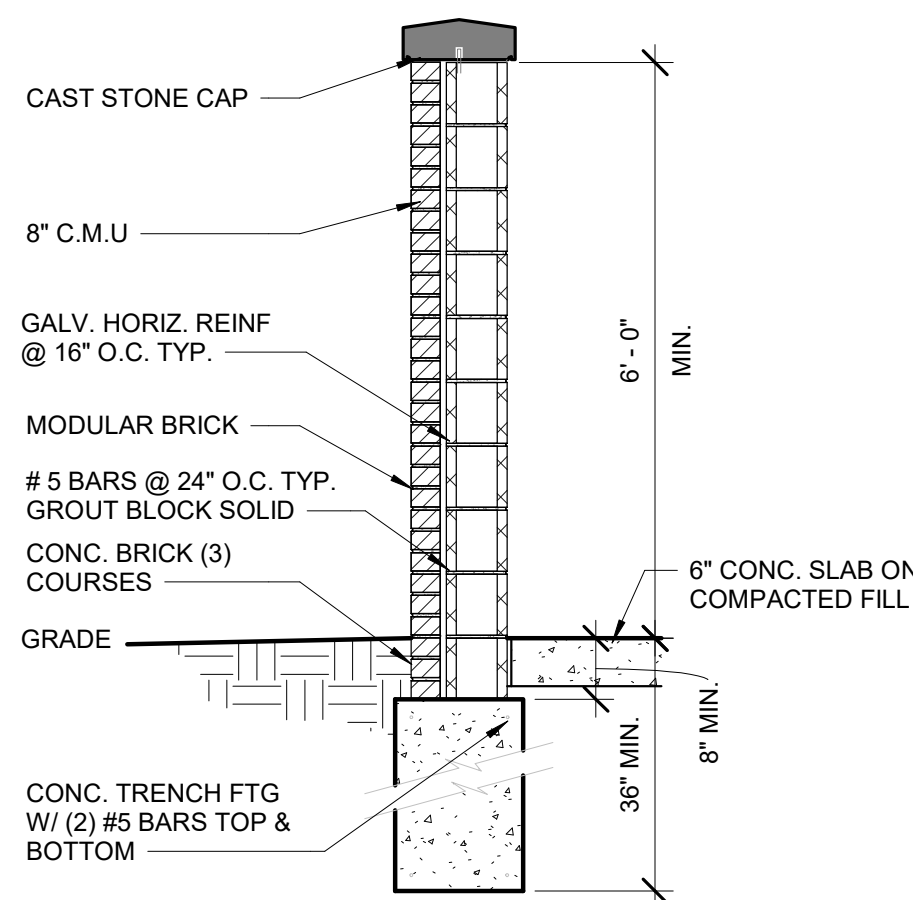
Sheet Title :
SITE PLAN + LANDSCAPE PLAN +
DETAILS

Project No. :
2025.018

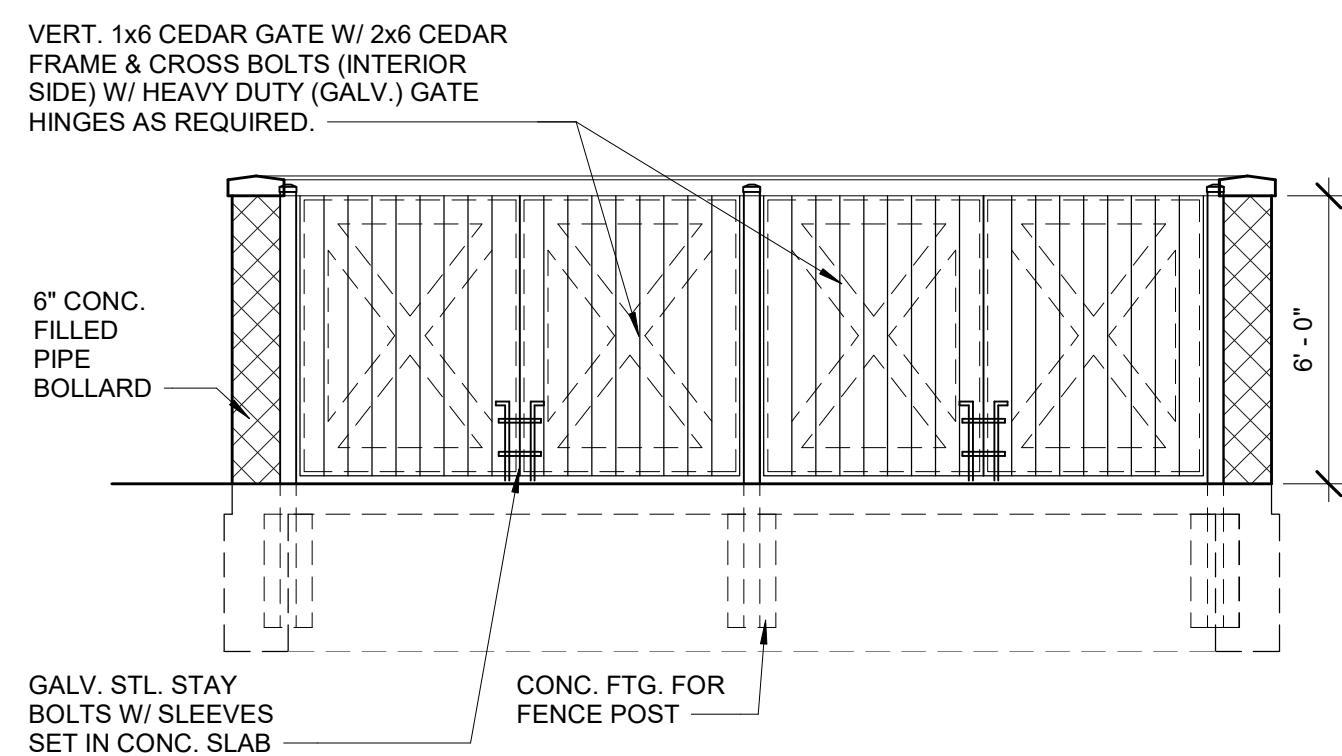
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A1

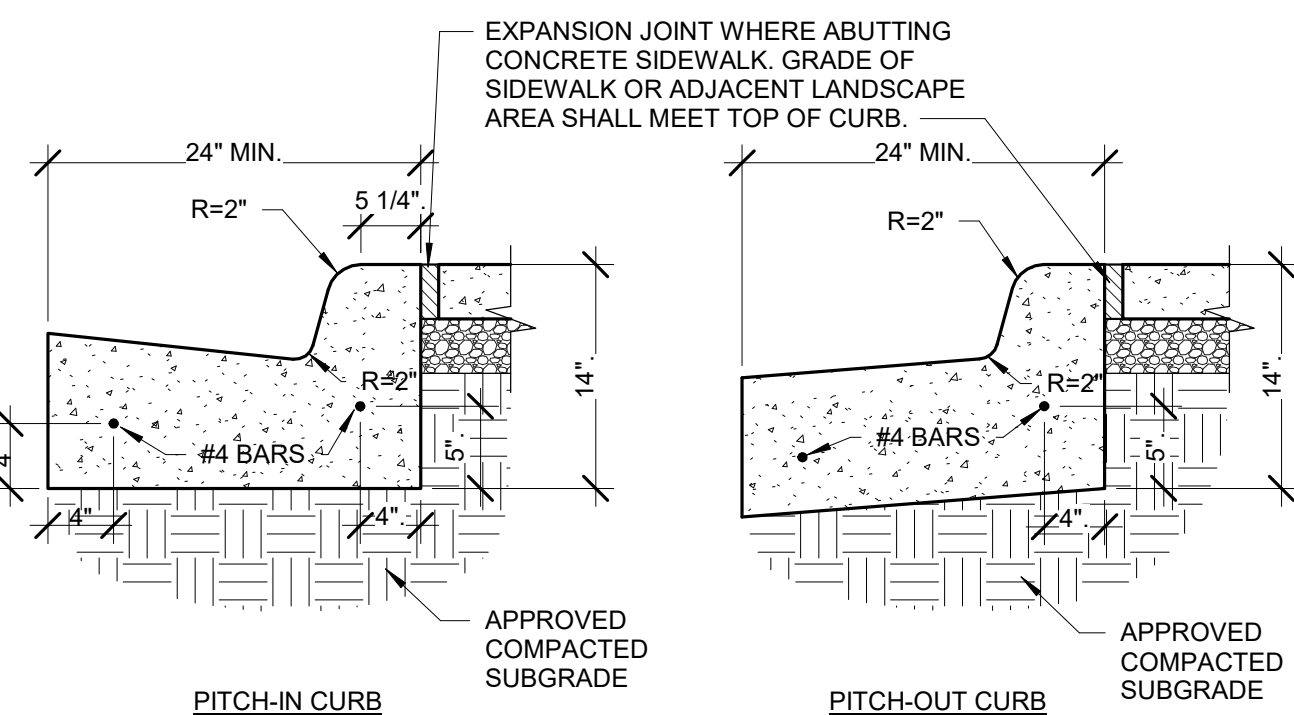
DO NOT SCALE DRAWINGS © 2024 Stucky Vitale Architects



2 Section At Dumpster Screen
A1 1/2" = 1'-0"

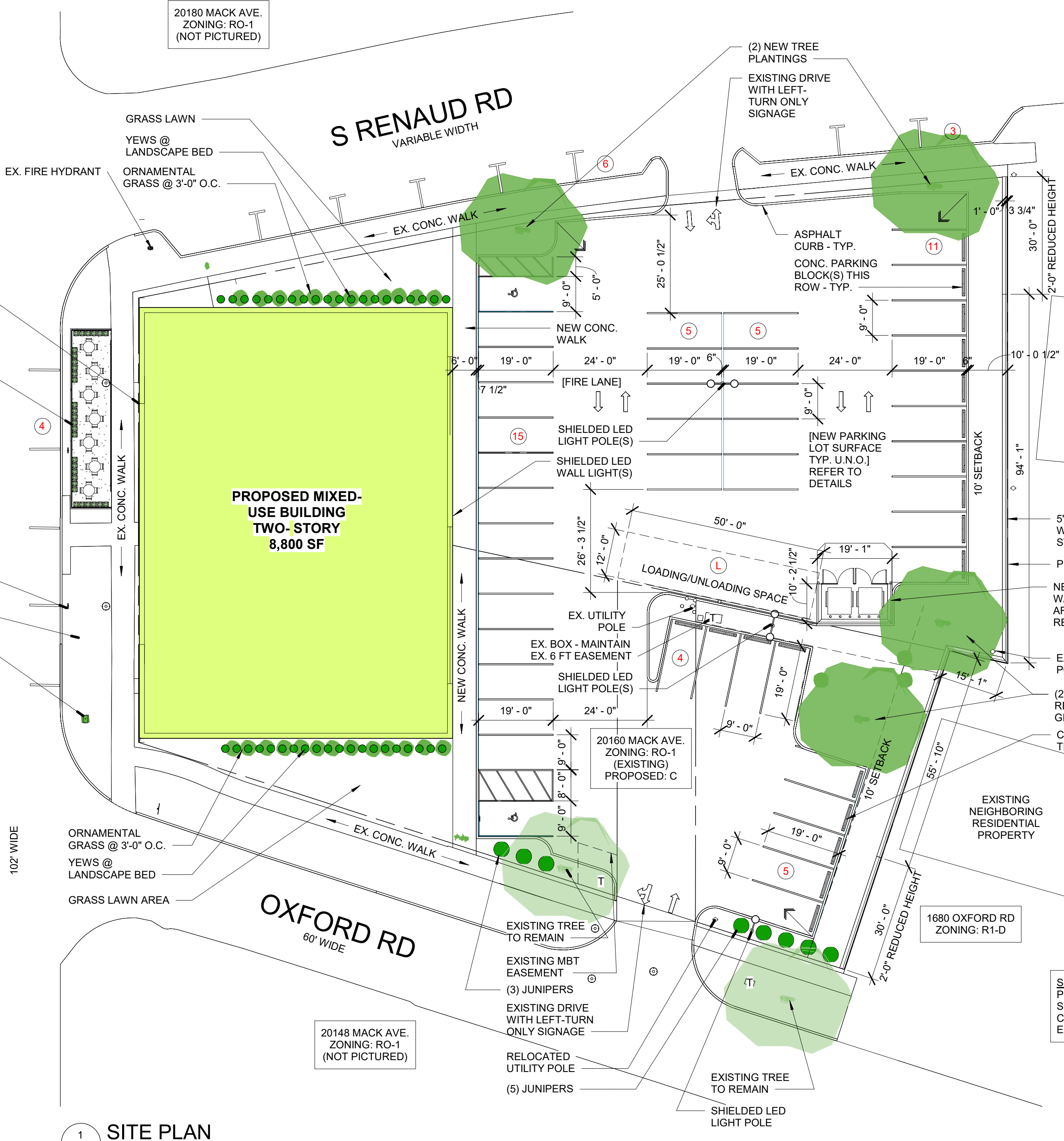


3 Dumpster Screening Detail
A1 1/4" = 1'-0"

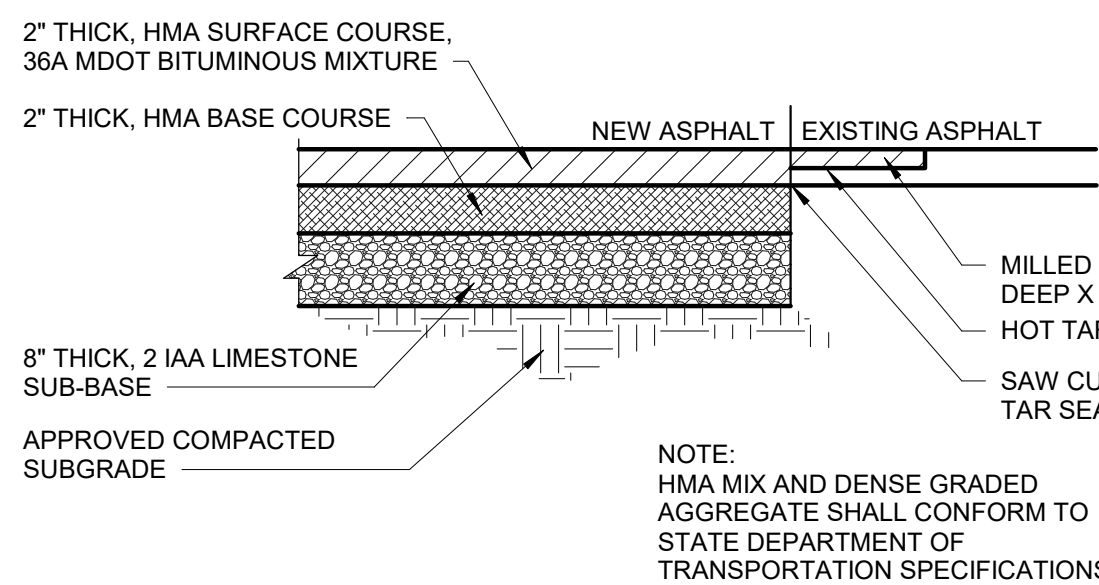


- NOTES:
- CONCRETE SHALL BE 3500 PSI AT 28 DAYS, AIR-ENTRAINED.
 - TRANSVERSE EXPANSION JOINTS SHALL BE PROVIDED AT 20 FOOT INTERVALS WITH PRE-MOLDED BITUMINOUS JOINT FILLER, RECESSED 1/4" FROM SURFACE.
 - HALF DEPTH CONTRACTION JOINTS SHALL BE PROVIDED AT 10 FOOT INTERVALS.
 - 14" CURB DEPTH SHALL BE MAINTAINED AT DEPRESSED OR FLUSH CURBED AREAS.

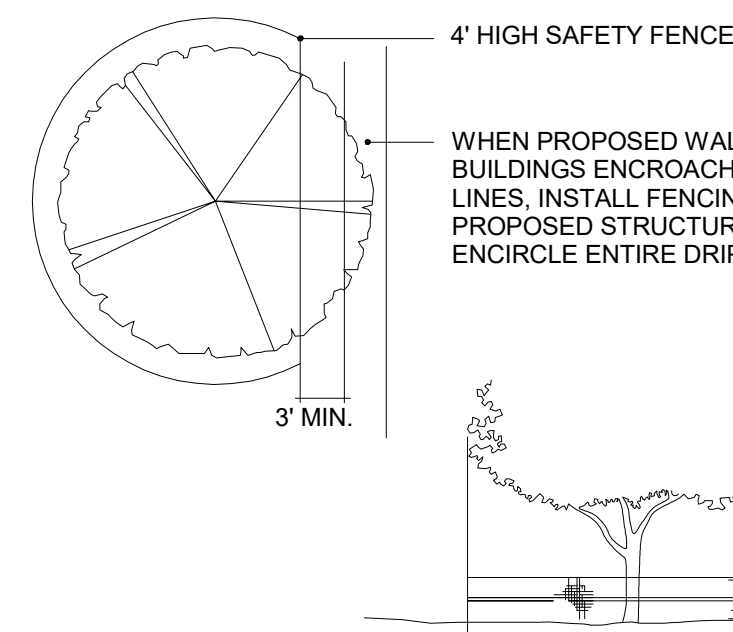
4 CONCRETE CURB AND GUTTER DETAIL
A1 1" = 1'-0"



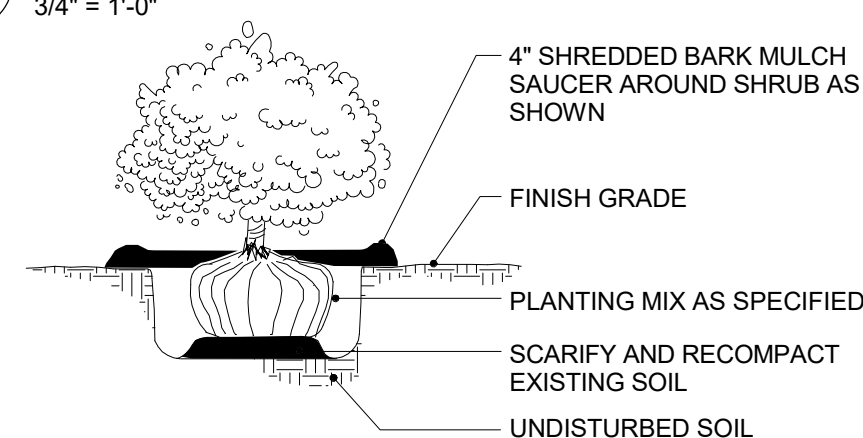
1 SITE PLAN
A1 1" = 20'-0"



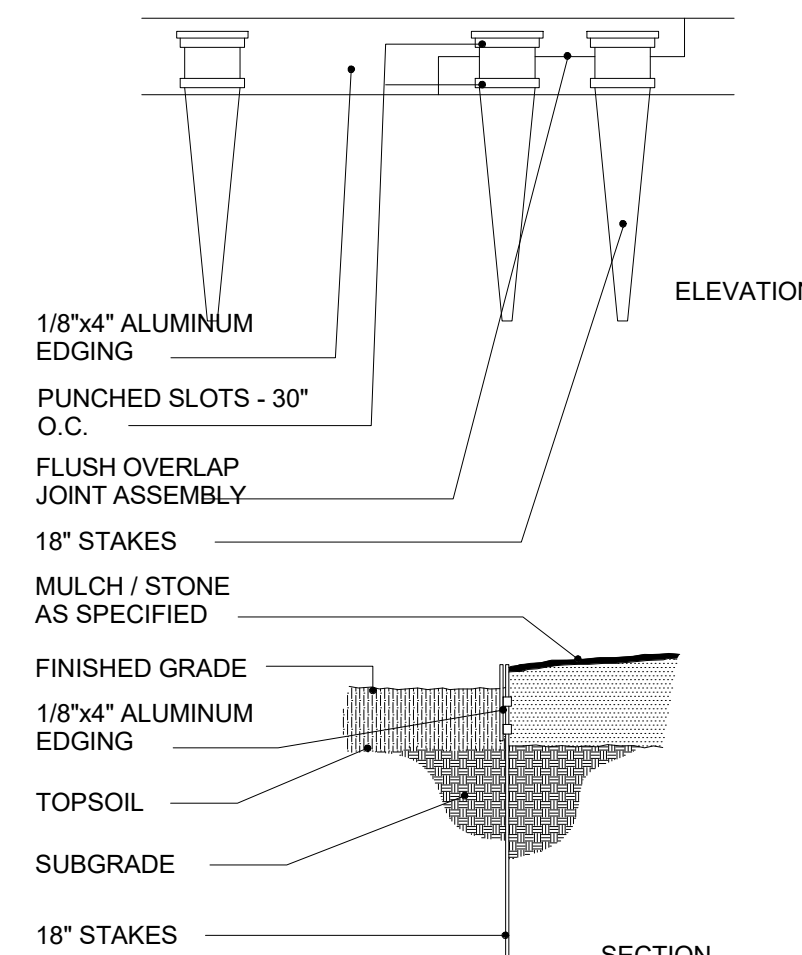
5 ON-SITE FULL DEPTH ASPHALT PAVEMENT DETAIL
A1 1" = 1'-0"



8 TREE PROTECTION DETAIL
A1 3/4" = 1'-0"



7 SHRUB PLANTING DETAIL
A1 3/4" = 1'-0"



6 ALUMINUM EDGING DETAIL
A1 3/4" = 1'-0"

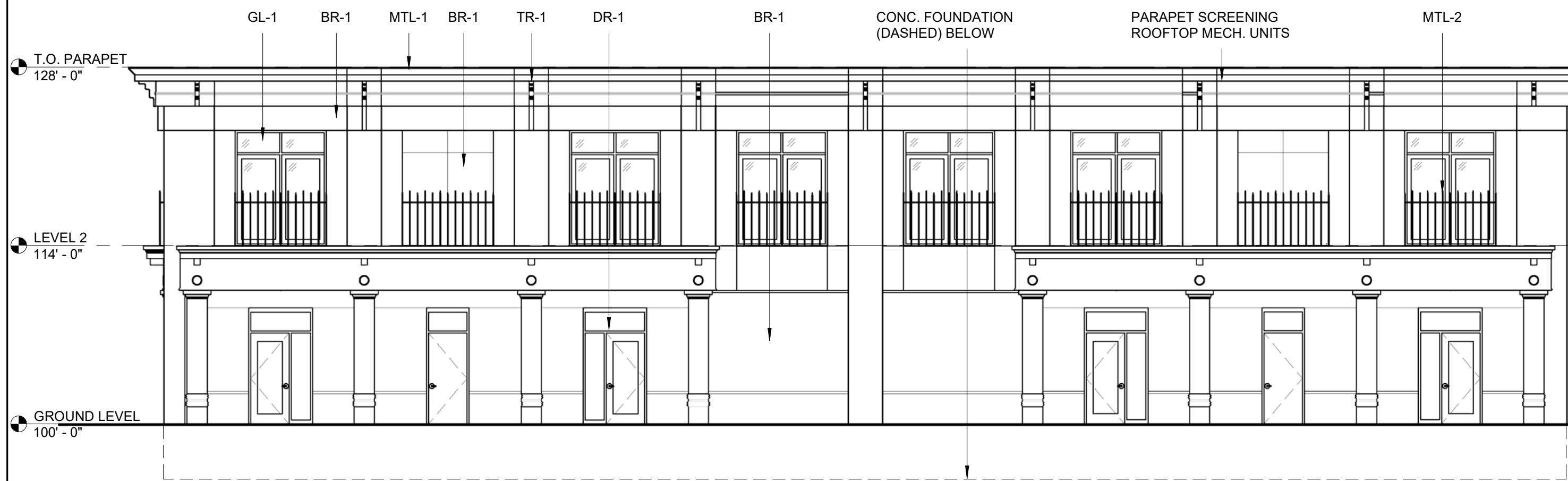
LEGAL DESCRIPTION
LAND SITUATED IN THE CITY OF GROSSE POINTE WOODS, COUNTY OF WAYNE, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:
ALL OF LOT 1 AND LOT 2, EXCEPTING THEREFROM THE EAST 15.31 FEET IN ARTHUR J. SCULLY'S EASTMORELAND PARK, BEING A SUBDIVISION OF PART OF PRIVATE CLAIM 240, VILLAGE OF LOCHMOOR, 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 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.

EXTERIOR 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
	MTL-1	COPING: PREFINISHED ALUMINUM COLOR: MATCH ADJACENT MATERIALS
	MTL-2	RAILING: PREFINISHED ALUMINUM COLOR: MATCH ADJACENT MATERIALS

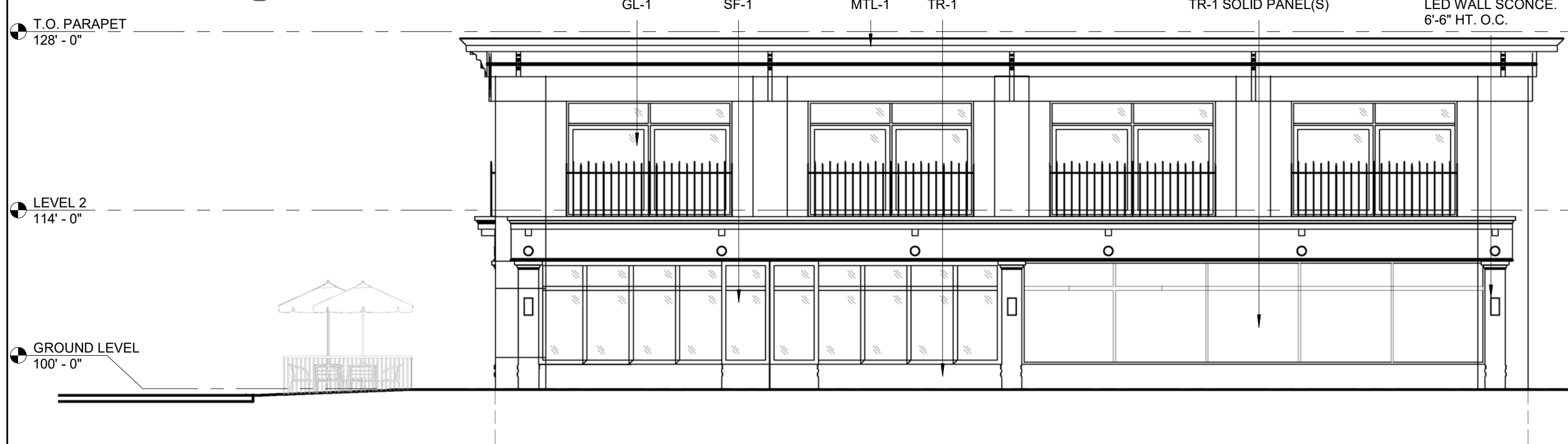
SIGNAGE - GENERAL NOTE:
SIGNAGE AREAS TO COMPLY WITH CITY OF GROSSE
POINTE WOODS ZONING ORDINANCE. ALL TENANT
SIGNAGE TO BE PERMITTED SEPARATELY.



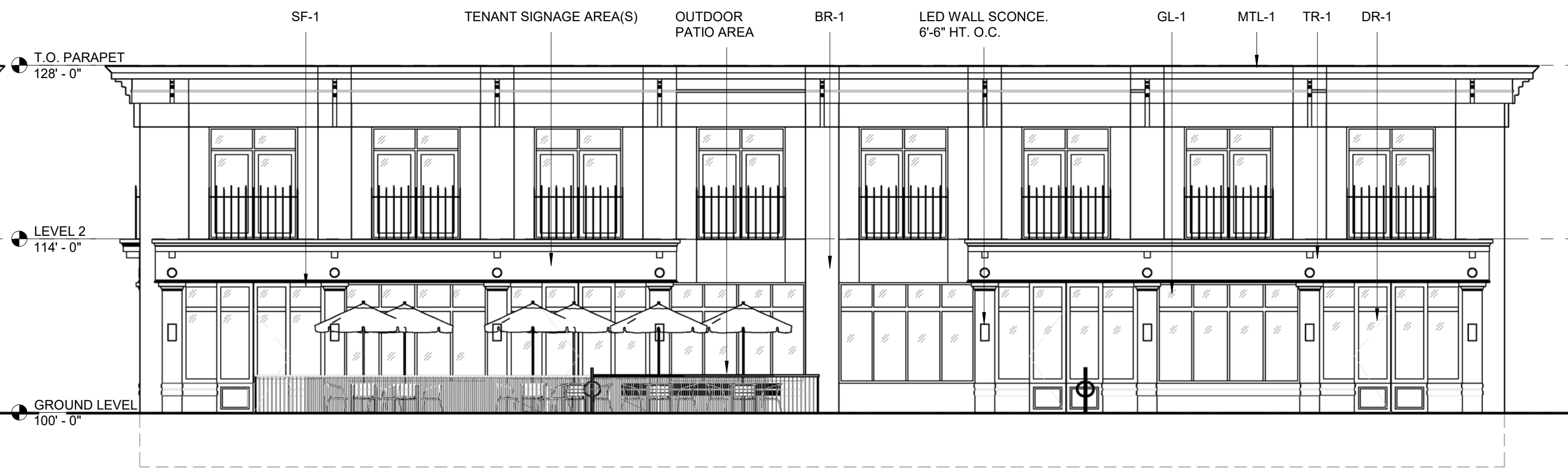
CONCEPTUAL RENDERING - EXTERIOR



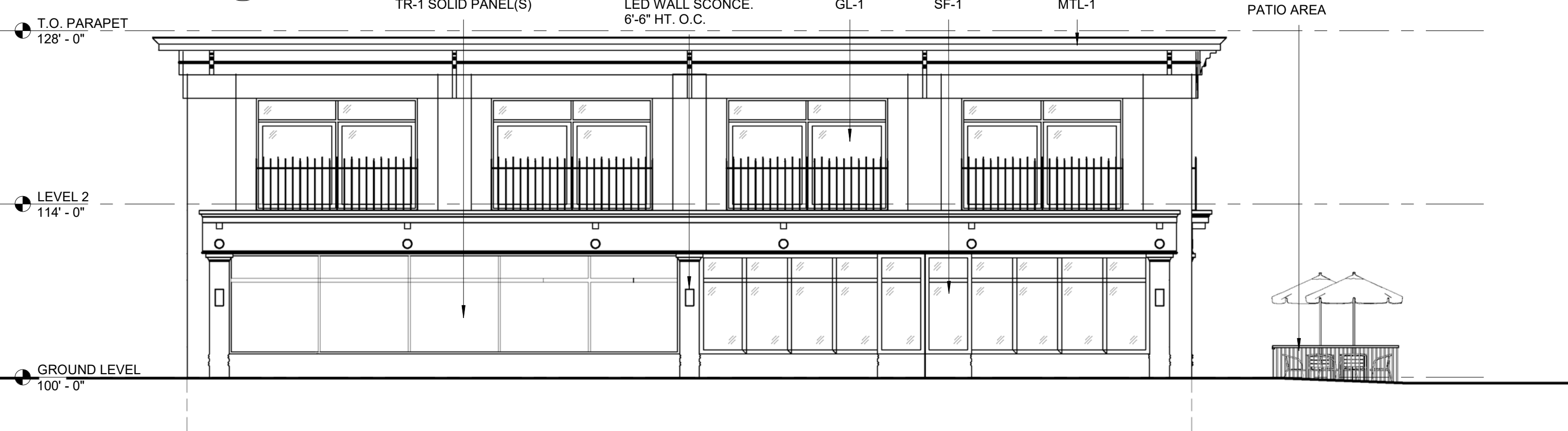
4 EAST ELEVATION - PARKING LOT
1/8" = 1'-0"



3 SOUTH ELEVATION - OXFORD
1/8" = 1'-0"



1 WEST ELEVATION - MACK AVE.
1/8" = 1'-0"



2 NORTH ELEVATION - RENAUD
1/8" = 1'-0"

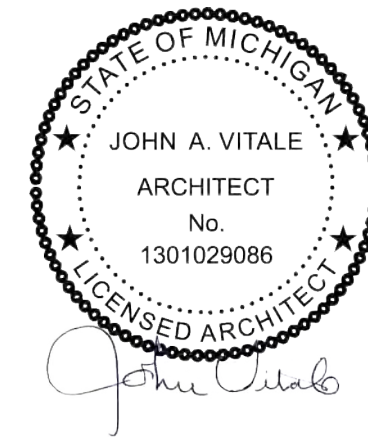


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ROYAL OAK, MI 48067-0925
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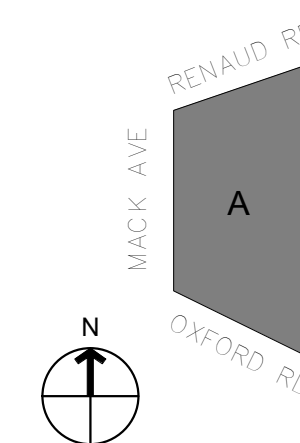
Seal:



Project :
MIXED-USE
DEVELOPMENT

20160 Mack Ave, Grosse
Pointe Woods, MI 48236

Key Plan:



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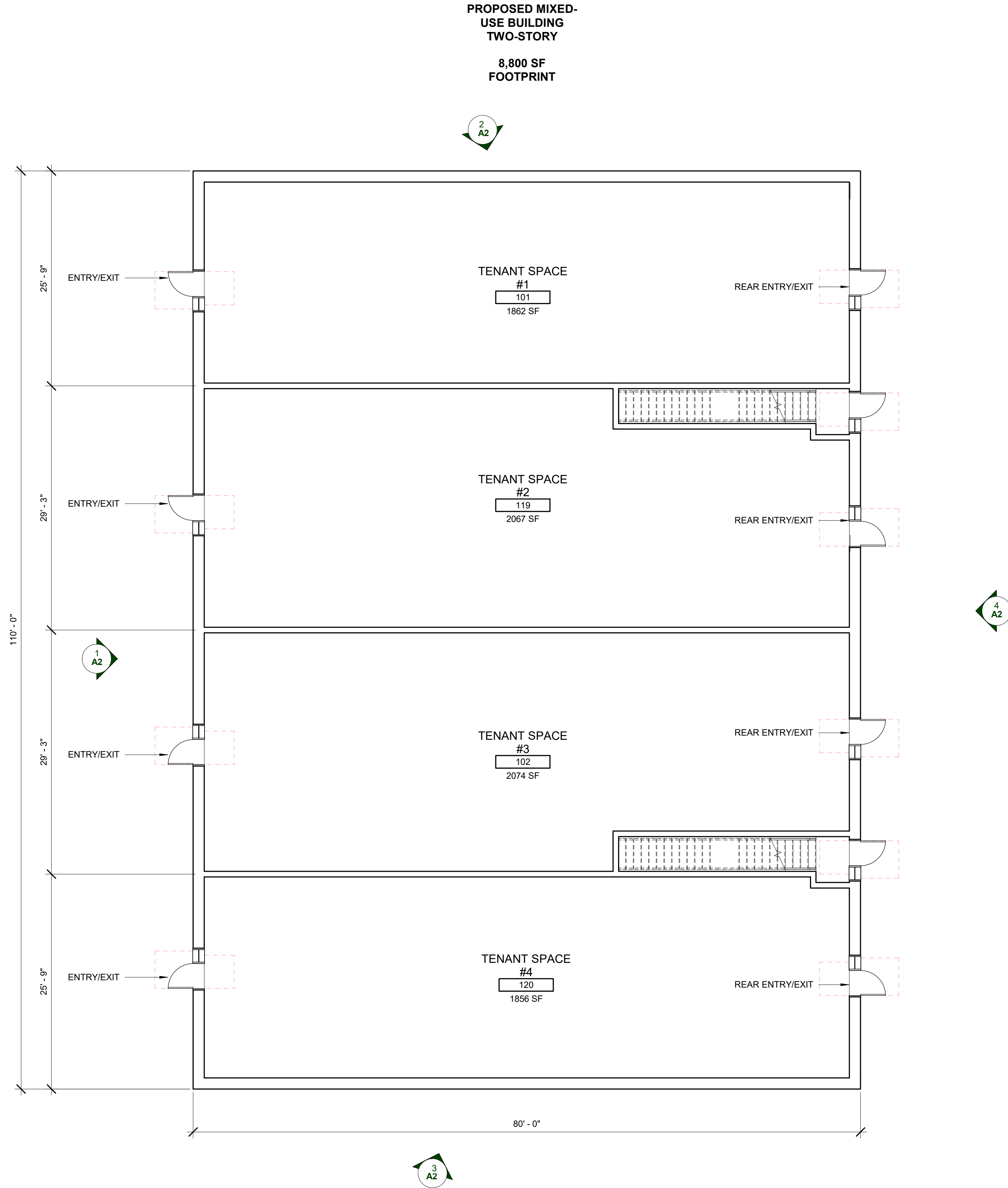
Drawn by :
JGB, JPM
Checked by :
JPM, JAV
Sheet Title :
EXTERIOR ELEVATIONS +
RENDERING

Project No. :
2025.018

Sheet No. :

A2

DO NOT SCALE DRAWINGS
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FLOOR PLAN - GROUND LEVEL

1/8" = 1'-0"

GENERAL FLOOR PLAN NOTES

- 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.
- ALL DIMENSIONS ARE SHOWN FROM FINISH FACE TO FINISH FACE OF PARTITION UNLESS OTHERWISE NOTED.
- WALL THICKNESS ARE NOMINAL NOT ACTUAL DIMENSIONS. SEE WALL SCHEDULE FOR ACTUAL DIMENSIONS.
- ALL WOOD, INCLUDING BLOCKING, USED ON THE PROJECT SHALL BE FIRE RETARDANT TREATED.
- 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.
- PROVIDE POSITIVE SLOPE TO ALL FLOOR DRAINS WHILE KEEPING FLOOR LEVEL AT WALL BASE CONDITION.
- PROVIDE TRANSITION STRIPS AT EACH CHANGE IN FLOOR FINISH MATERIALS.
- PROVIDE CONTROL JOINTS IN GYPSUM BOARD PARTITIONS AT 30'-0" O.C. MAXIMUM AND AS INDICATED IN THE CONTRACT DOCUMENTS.
- 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.
- 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.
- 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)

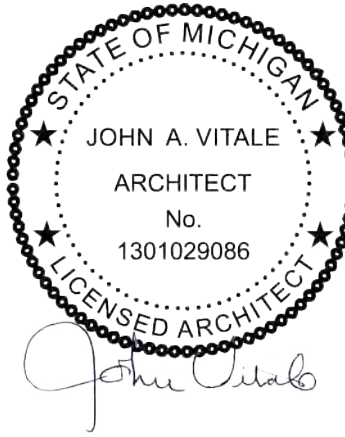


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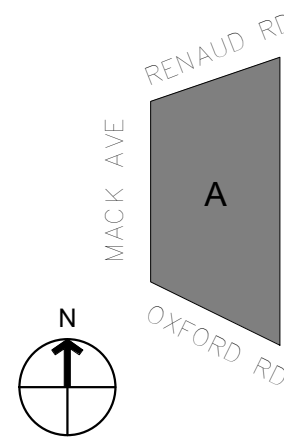


Project :

MIXED-USE
DEVELOPMENT

20160 Mack Ave, Grosse
Pointe Woods, MI 48236

Key Plan:



Issued for

CITY SUBMITTAL 09.30.25

Drawn by :

JPM

Checked by :

JAV

Sheet Title :

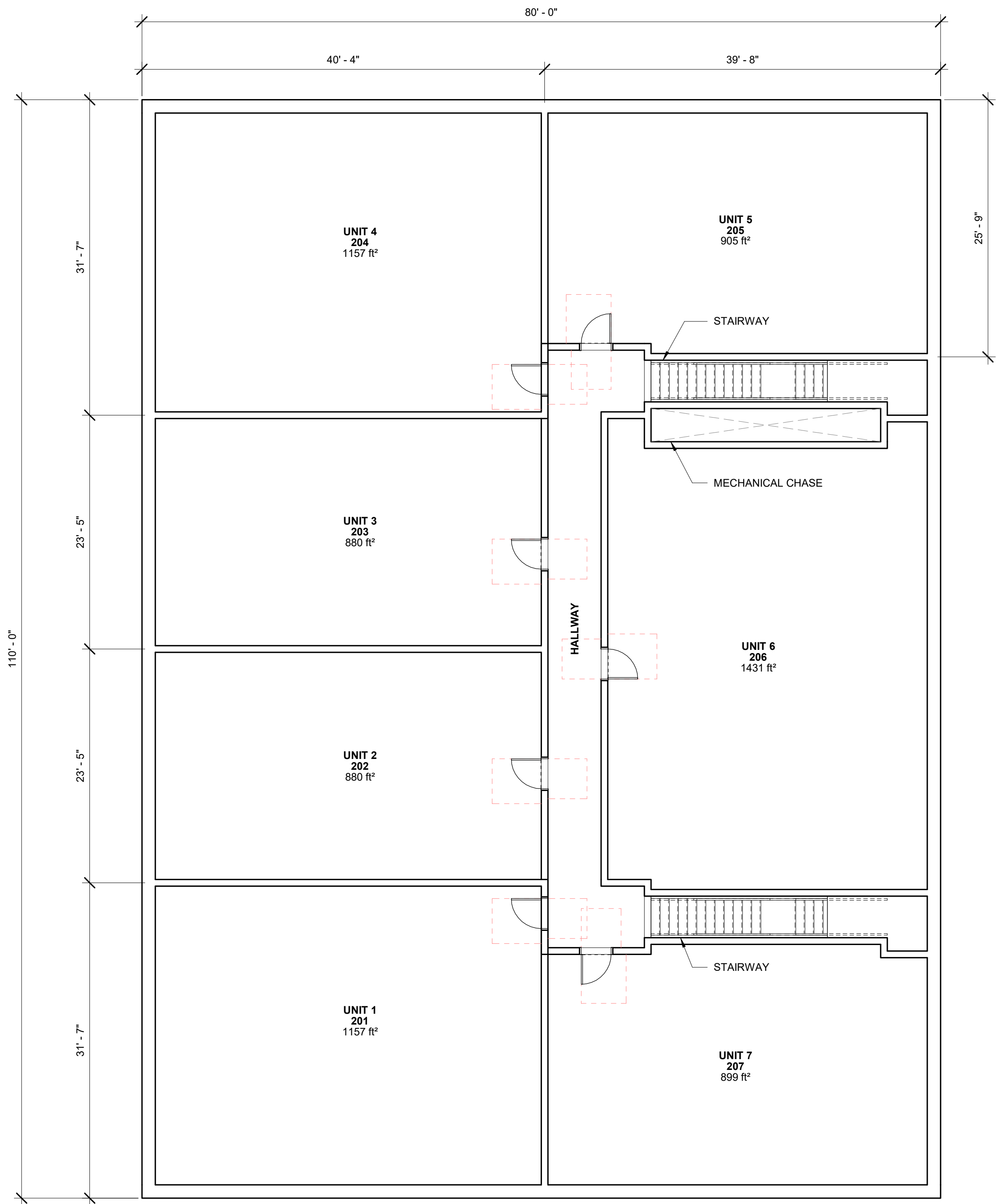
FLOOR PLAN - GROUND LEVEL

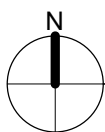
Project No. :

2025.018

Sheet No. :

A3



 **FLOOR PLAN - UPPER LEVEL**
1/8" = 1'-0"

GENERAL FLOOR PLAN NOTES

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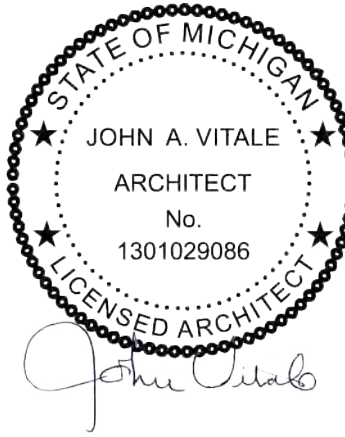


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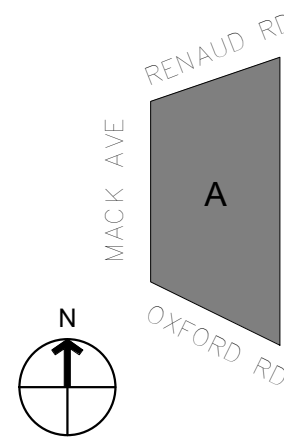


Project :

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DEVELOPMENT**

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Key Plan:



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Drawn by :

JPM

Checked by :

JAV

Sheet Title :

FLOOR PLAN - UPPER LEVEL

Project No. :

2025.018

Sheet No. :

A4

Schedule								
Symbol	Label	QTY	Manufacturer	Catalog	Description	Lamp Output	LLF	Input Power
	W1	3	Lumenpulse	LIAM-120_277-CSL-S60-40K-CRI 80-4 BLS	Lumenicon Medium	2671	0.9	55
	P1	1	Lithonia Lighting	[...]	[...]	[...]	0.9	66.42
			Lithonia Lighting	DSX0 LED P1 40K 80CRI T4LG EGS	D-Series Size 0 Area Luminaire P1 Performance Package 4000K CCT 80 CRI Type 4 Low G Rating External Glare Shield	3836	0.9	33.21
			Lithonia Lighting	DSX0 LED P1 40K 80CRI TFTM EGS	D-Series Size 0 Area Luminaire P1 Performance Package 4000K CCT 80 CRI Forward Throw External Glare Shield	3963	0.9	33.21
	P2	1	Lithonia Lighting	DSX0 LED P1 40K 80CRI RCCO EGS	D-Series Size 0 Area Luminaire P1 Performance Package 4000K CCT 80 CRI Right Corner Cutoff Extreme Backlight Control External Glare Shield	3199	0.9	33.21
	P3	1	Lithonia Lighting	[...]	[...]	3963	0.9	66.42
			Lithonia Lighting	DSX0 LED P1 40K 80CRI TFTM EGS	D-Series Size 0 Area Luminaire P1 Performance Package 4000K CCT 80 CRI Forward Throw External Glare Shield	3963	0.9	33.21
			Lithonia Lighting	DSX0 LED P1 40K 80CRI TFTM EGS	D-Series Size 0 Area Luminaire P1 Performance Package 4000K CCT 80 CRI Forward Throw External Glare Shield	3963	0.9	33.21
	S1	14	Spectrum Lighting	C0816ADJXT-10L-MD-GL-10L-MD-xxK-EX-TSG-S0 (Up/Down)	8" Diam. x 16" H, Direct/Indirect Cylinder, Wall Mounted	804	0.9	18.2

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 SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

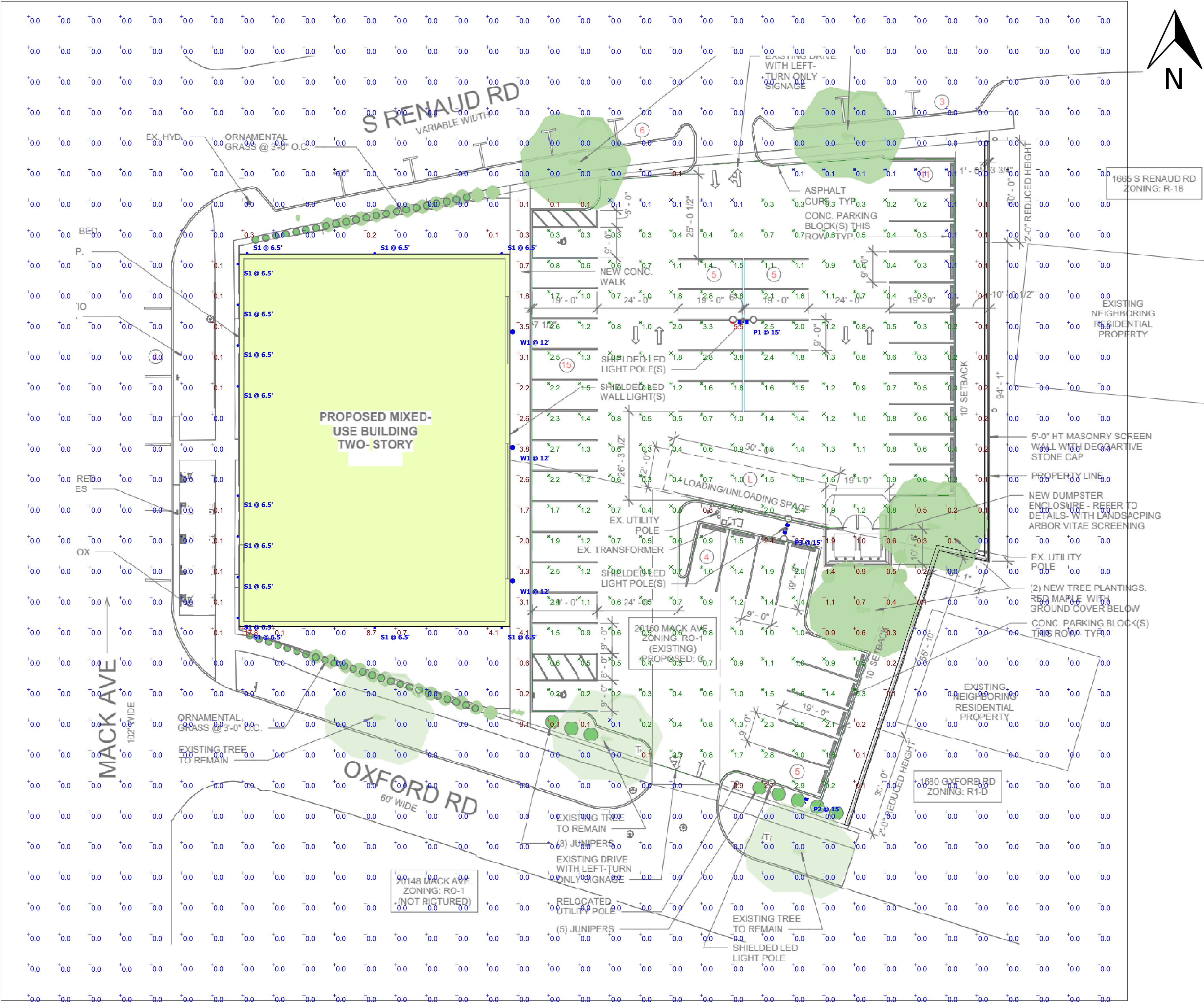
UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIREMENTS DEFINED IN ASHRAE 90.1 2019. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT CONTROLS@GASSERBUSH.COM OR 734-266-6705.

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

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

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

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	X	1.0 fc	5.5 fc	0.1 fc	55.0:1	10.0:1



MACK AVE.
EXTERIOR PHOTOMETRIC PLAN
GASSER BUSH ASSOCIATES
WWW.GASSERBUSH.COM

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

D-Series Size 0 LED Area Luminaire



Specifications

EPA:	0.44 ft ² (0.04 m ²)
Length:	26.18" (66.5 cm)
Width:	14.06" (35.7 cm)
Height H1:	2.26" (5.7 cm)
Height H2:	7.46" (18.9 cm)
Weight:	23 lbs (10.4 kg)

Design Select options indicated by this color background.

Ordering Information

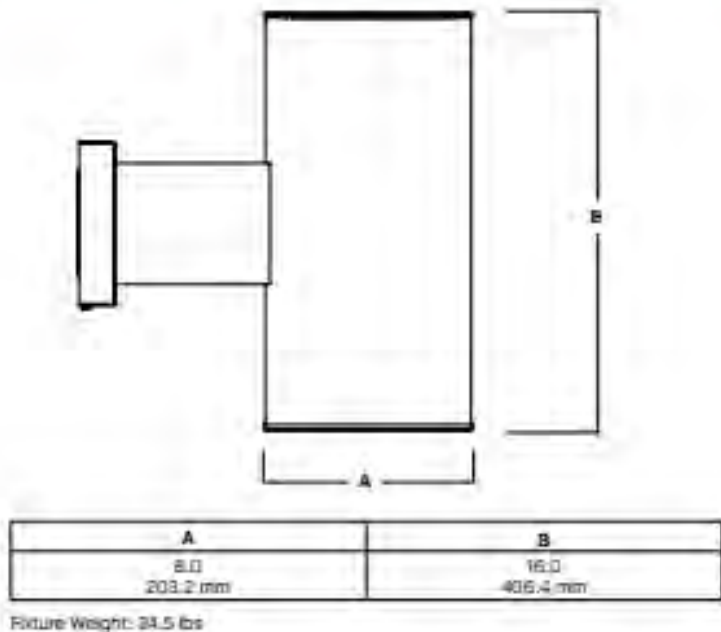
EXAMPLE: DSK0 LED P6 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

Series	LEDs	Color temperature	Color Rendering Index	Beam Width	Voltage	Mounting
DSK0 LED	Forward optics		(this section 70CRI only)			
	P1 P5	30K 3000K	70CRI	T1S Type I short	MVOLT 120V-277V	SPA Square pole mounting (85 drilling, 3.3" min. 50 pole)
	P2 P6	40K 4000K	70CRI	T2M Type II medium	XVOLT 277V-480V	RPA Round pole mounting (85 drilling, 3" min. 80 pole)
	P3 P7	50K 5000K	70CRI	T3M Type III medium		SPA5 Square pole mounting (85 drilling, 3" min. 50 pole)
	Rotated optics					
	P10 P12	27K 2700K	80CRI	T1LG Type I low glare		RPA5 Round pole mounting (85 drilling, 3" min. 80 pole)
	P11 P13	30K 3000K	80CRI	T2M Type II medium		SPA8N Square narrow pole mounting (85 drilling, 3" min. 50 pole)
		35K 3500K	80CRI	T4LG Type IV low glare		WBA Wall bracket
		40K 4000K	80CRI	TFTM Forward throw medium		MA "Max arm adapter" (mounts on 2.1" H ² CD bracketless lens)
		50K 5000K	80CRI			

Lens options:	Other options:	Shipped installed	Finish options:
DLTAIR2 PIRHN Night Air qm 2 installed with 90°-level motion / ambient sensor, 8-80" mounting height, ambient sensor enabled at 2K, 3K, 4K, 5K.	PERZ Screen-pin receptacle only (controls ordered separately) * * * FAO Field adjustable output * * * BL30 Bi-level switched dimming, 30% * * *	H5 Houseshield (black finish standard) * * L90 Left rotated optics * R90 Right rotated optics * CCE Coastal Construction * HA 50°C ambient operation **	DDBXD Dark Bronze DBLX Black DHAX Natural Aluminum DWAXD White DDBTXD Textured dark bronze DBLTXD Textured black DHATXD Textured natural aluminum DWHGXD Textured white
PIR High flow, motion/ambient sensor, 8-40" mounting height, ambient sensor enabled at 2K, 3K, 4K, 5K.	BL50 Bi-level switched dimming, 50% * * *	BAA Buy America (in Act and/or Buy America Buy America Qualified)	
PER NEMA level-lock receptacle only (controls ordered separately) *	OMG 0-10V dimming with pull-out, outside feature (for use with an external control, ordered separately) *	SF Single fuse (120, 277, 347V) **	
PERS Five-pin receptacle only (controls ordered separately) * * *		DF Double fuse (208, 240, 480V) *	

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DSK0 LED
Rev. 08/28/25
Page 1 of 9



8" ROUND DIRECT / ADJUSTABLE INDIRECT ACCENTUATOR SERIES



COB16ADJUXT - WALL MOUNT

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

FEATURES
Spectrums 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 tilted up to 20° from vertical and locked.

FINISH
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 of +/- 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 corrosion. Trim formed from .063 thick high purity aluminum and finished to specification.

CODE COMPLIANCE
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.

LUMENS / WATTAGE GUIDE				
PART NUMBER	SOURCE LUMENS	DELIVERED LUMENS	SYSTEM WATTAGE	LFW
COB16ADJUXTBLK	3000	1642	15	30
COB16ADJUXTBLC	5000	2276	26	65
COB16ADJUXTBLK2	4000	3480	40	70

SERIES	UPLIGHT ¹	DOWNLIGHT	CCT	DRIVER / DIMMING ²	OPTIONS ³	TRIM	MOUNTING ⁴	FINISH ⁵
COB16ADJUXT	TOL 10000 Lm	10L 10000 Lm	XX⁶ 12°	EX Electronic Driver, 120V/277V	WL Wet Location	TSG Semi Diffuse Low Index	WM3 Wall Mount 3" Extension	MW⁷ Matte White
	ND 23°	ND 23°	ND 23°	DS10X 10W, 0-10V, 120V/277V	FS Fuse	TCY Same Color as Cylinder	WM5 Wall Mount 5" Extension	MB⁸ Matte Black
	MD 39°	MD 39°	MD 39°	DS20X 20W, 0-10V, 120V/277V	IS Isolation	TCC Custom Color		PT⁹ Platinum Silver
	XW 58°	XW 58°	XW 58°	DS20V ELV/MLV, 120V	2CIR 2 Circuit			CC Custom Color
	2OL 20000 Lm	2OL 20000 Lm				LENS	EMERGENCY BATTERY OPTIONS:	
						GL¹⁰ Clear Glass Lens	EMRM 7W Remote EM	
						SO¹¹ Micro Prism Solite™ Lens	EMEN 7W Remote with Enclosure	
						PG Frosted Glass Lens		

EXAMPLE: COB16ADJUXT10LND20LWD35KEX/TSGSO/WM5/MW

NOTES:
1 Nominal Source Lumens at Any CCT 2 Nominal Delivered Lumens at 85 CRI at Any CCT with WD GL, WD TSG (B) 3 At 45 CRI 4 1/4" Deep (Black Only) 5 15L Max/Watt Not Available with 98 CRI Option 6 Contact Factory for Additional Options 7 See Product Options Page for Details 8 Standard Lens for All Indirect and Direct, PIR, ND 9 Standard Lens for All Direct MB, MD, XW 10 See Mounting Page for Details on Components and Finishes 11 Reference Color Sheet located on Product Page for Full List of Available Colors, Contact Factory for Special Finishes 12 Standard Finish



PROJECT: _____
TYPE: _____

Dimensions and values shown are nominal. Spectrum Lighting continually works to improve products and reserves the right to make changes which may alter the performance or appearance of products.

WWW.SYBECOLIGHT.COM • 834 JEFFERSON STREET FALL RIVER, MA 02721 • 508.618.2303 FAX 508.676.2569

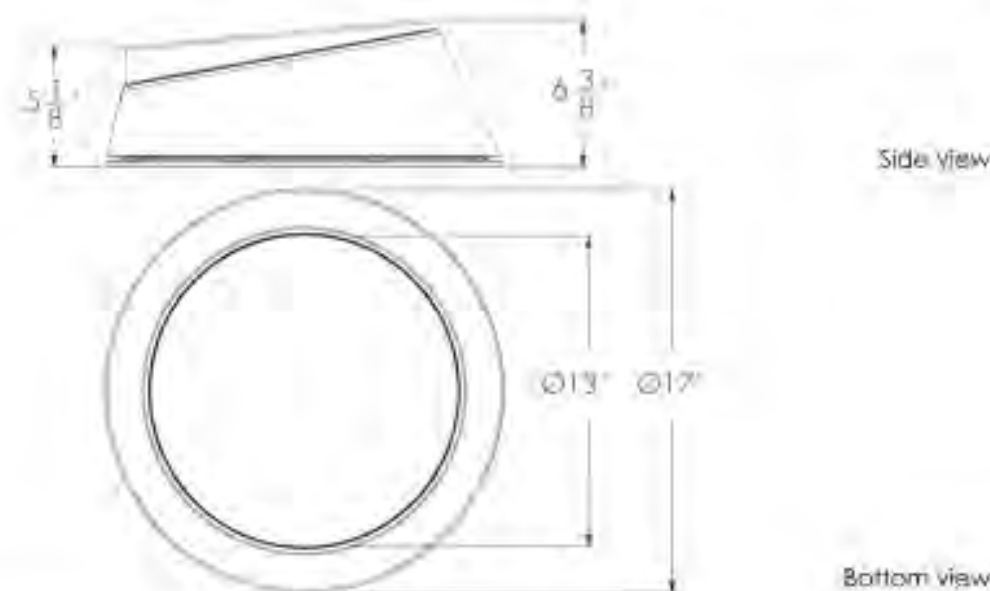


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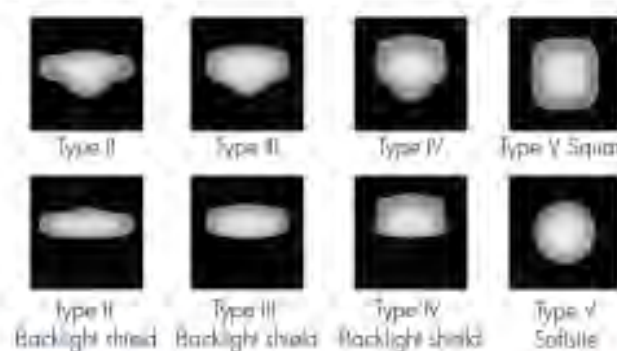
Specification Sheet

Lumenicon
Area Medium
LUM

Project Name _____ Qty _____
Type _____ Catalog / Part Number _____



Distributions



Colors and Color Temperatures



Control

ON/OFF 0-10V

Rating

IP66 (optical chamber)

Certifications



Description

The Lumenicon Area Medium creates a consistent aesthetic while illuminating city streets, local roads, residential streets, parking lots and laneways. An innovative, footless opening system makes the plug-and-play components easy to access. IP66 rated with phenomenal heat dissipation, the Lumenicon 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 Solstice
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 Receptacle With or Without Shorting Cap, 7-Pin Receptacle With or Without Shorting Cap
Mounting Options	Side Overlap (2 3/8" in Tenon)
Warranty	5-year limited warranty
Performance	
Output (Nominal Lumens)	Minimum 3000lm / Maximum 20000lm
Color Rendering	3 SDCM for CRI 70+ and 2 SDCM for CRI 80+
Lumen Maintenance	TM-21 L70 527,000 hrs (projected, Ta 77 °F), 36,000 hrs (reported, Ta 77 °F)
DarkSky	DarkSky compliant (2200K, 2700K and 3000K color temperatures, BUG rating of U0)
Physical	
Housing Material	Die cast low copper 360 aluminum alloy

lumenpulse™

1201 Acuity Way • Decatur, Georgia 30035 • Phone: 1-800-705-SERV (7378) • sales@acuitybrands.com
WWW.LUMENPULSE.COM • WWW.LUMENPULSE.COM/PRODUCTS/001

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MACK AVE.
EXTERIOR PHOTOMETRIC PLAN
GASSER BUSH ASSOCIATES
WWW.GASSERBUSH.COM

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

Z:\RUTHERFORD\RTJ\WORKING\SURVEY\MICHIGAN\DET-250182-STUCKY VITALE - 20160 MACK AVENUE GROSSE POINTE WOODS, MI, SURVEYING\1, ISSUED\2025-05-12, RELEASED FOR USE IN DESIGN\DET-250182 - VI - FOR DESIGN.DWG



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,

Bucellato 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) **"Financing Period"** 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) **"Effective Date"** 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.
936 Lakeshore	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) **"Buyer's Notice Address"** 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	615 Griswold Street, Suite 1425
Grosse Pointe Woods, 48067	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:

(a) 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.

(b) Within three (3) business days following the Effective Date, Seller shall provide to 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, if any, 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 matters 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:

Buccellato Development LLC, a Michigan
limited liability company

By:  DocuSigned by:
#6E8768C88EA4B5...
Justin A. Buccellato, Member

March ____ 2025 3/24/2025

SELLER:

Real Properties, Inc.

By:  DocuSigned by:
Dr. Haranath Policharla
9CEFF073271C8484...
Name: _____
Title: _____

March ____ 2025 3/24/2025

TENANT:

Pointe Neurology PC

By:  DocuSigned by:
Dr. Haranath Policharla
9CEFF073271C8484...
Name: _____
Title: _____

March ____ 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**

The Grantor, [_____, a Michigan limited liability company], whose address is _____, conveys and warrants to the Grantee, _____, LLC, a Michigan limited liability company, whose address is _____, the following described premises in the township of _____, _____ County, Michigan:

COMPLETE LEGAL DESCRIPTION MARKED EXHIBIT "A"
ATTACHED HERETO AND MADE A PART HEREOF

commonly known as _____,

for the sum of **See Real Estate Transfer Tax Valuation Affidavit filed herewith**

together with all fixtures and improvements installed upon or located in or on the premises, and all associated tenements, hereditaments, appurtenances, privileges and existing easements belonging or in any way appertaining thereto, if any, and subject to the Permitted Exceptions set forth on Exhibit B.

[MEETS & BOUNDS LANGUAGE (IF APPLICABLE)The Grantor grants to the Grantee the right to make **all** division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967, MCL 560.108 This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices that may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.]

Dated: _____

GRANTOR:

_____ [a Michigan limited
liability company]

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
_____ COUNTY)

The foregoing instrument was acknowledged before me on _____, by
_____, the
_____ **(title of authorized signer)** of
_____, a Michigan limited liability company, on the limited liability company 's behalf.

(Name of notary, typed or printed in black ink)

Notary Public, _____ County

Acting in _____ County

My commission expires _____.

When recorded return to:
Grantee

Send subsequent tax bills to:
Grantee

Drafted by:
Grantor

Tax Parcel # _____

[Attach Exhibit A – Legal description]

[Attach Exhibit B – Permitted Exceptions]

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 AGREEMENT (the "Agreement") is made this ____ day of _____, 2025, by and between _____, a Michigan limited liability company, whose registered address is _____ ("Buyer"), and Pointe Neurology PC a Michigan professional corporation ("Pointe"), and Real Properties, Inc. a Michigan corporation ("Seller") whose registered address is _____ jointly and severally (Pointe and Seller are collectively "Occupant").

WHEREAS, Seller and Buyer have entered 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 closing is to occur on the date set forth in the Contract; and

WHEREAS, Occupant wishes to retain, and Buyer has agreed to permit Occupant to have, possession of the Property subsequent to the Closing upon the terms and conditions herein described.

NOW THEREFORE, for good and valuable consideration, Occupant and Buyer covenant and agree as follows:

1. **No Landlord-Tenant Relationship.** This Agreement does not create a Landlord-Tenant relationship between Occupant and Buyer.
2. **Possession.** 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. **Utilities and Other Expenses - Ordinary Maintenance and Repair.** 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. **Compliance with Laws.** 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. **Occupant's Obligations.** 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 Neurology 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: _____

Its: _____

Dated: _____, 2025

**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 22nd, 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. **Defined Terms.** 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. **Controlling Agreement.** 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. **Counterparts; Electronic Copies.** 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.

BUYER:

BUCCELLATO DEVELOPMENT LLC,
a Michigan limited liability company

By: _____

Justin A. Buccellato, Member

SELLER:

REAL PROPERTIES, INC.,
a Michigan corporation

By: _____

Dr. Haranath Policherla, President

TENANT:

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

By: _____

Dr. Haranath Policherla, 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. **Defined Terms.** 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.

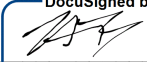
4. **Controlling Agreement.** Except as expressly modified by this Second Amendment, the Purchase Agreement is hereby ratified and affirmed and continues in full force and effect. In the event of any conflict or inconsistency between the terms and conditions of the Purchase Agreement and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall control.

5. **Counterparts; Electronic Copies.** 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.

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

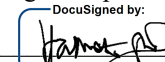
BUYER:

BUCCELLATO DEVELOPMENT LLC,
a Michigan limited liability company

By: 
Justin A. Buccellato, Member

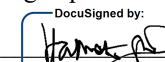
SELLER:

REAL PROPERTIES, INC.,
a Michigan corporation

By: 
Dr. Haranath Policherla, President

TENANT:

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 9/26/2025, 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. **Waiver of Financing Contingency.** 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. **Title Objections.** 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. **Closing.** 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. **Controlling Agreement.** 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. **Counterparts; Electronic Copies.** 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.

[Signatures on Following Page]

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

By: 
Justin A. Buccellato, Member

SELLER:

REAL PROPERTIES, INC.,
a Michigan corporation

By: 
Dr. Haranath Policherla, President

TENANT:

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

By: 
Dr. Haranath Policherla, President

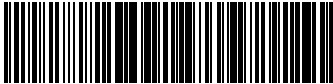
City of Grosse Pointe Woods

20025 Mack Plaza
Grosse Pointe Woods, MI 48236
(313) 343-2426
(313) 343-2439

Invoice For Permit: PSPR250011
Print Date: 10/02/2025

REAL PROPERTIES INC
20160 MACK AVE
GROSSE POINTE WOODS MI 48236

Pay by Account In Full



Pay by Account In Full

\$ 1,125.00

		Invoice No	Invoice Date	Permit Number	Address	Amount Due
		00065536	10/02/25	PSPR250011	20160 MACK AVE	\$ 1,125.00
Fee Details:	Quantity	Description			Amount Cost	Balance
	1.000	City Council Public Hearing			\$375.00	\$ 375.00
	1.000	Filing Fee			\$750.00	\$ 750.00
Total Amount Due					\$ 1,125.00	



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:

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



REPORT CONTENTS

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APPENDICIES

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FEMA FIRM MAP	B
NRCS SOIL SURVEY MAP	C
EGLERIDE MAPPER	D

1.1 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-1) 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.

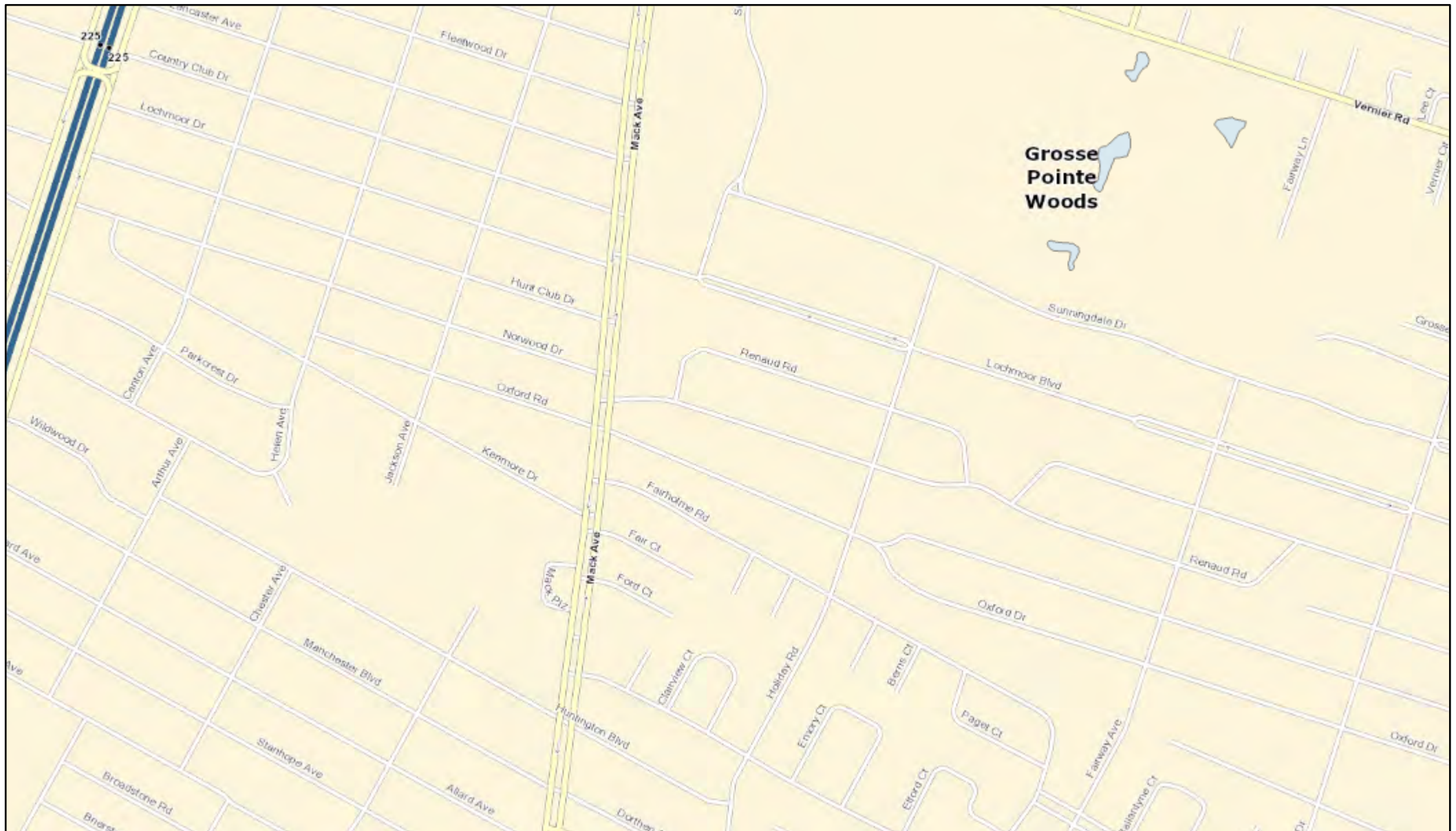
The subject site's soils are comprised of mainly 'Urban Land-Fortress Family Complex' (UrbapB per NRCS Soil Survey maps, refer to Appendix C) which carries a low permeability (HSG 'D'). Groundwater depth is not expected to be a conflict.



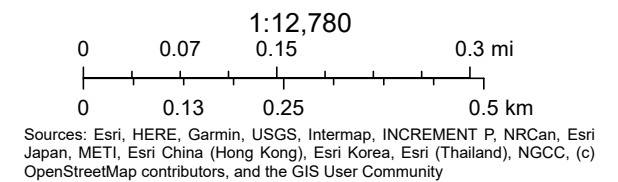
APPENDIX A

WETLAND MAPS

Wetlands Map Viewer



September 19, 2025



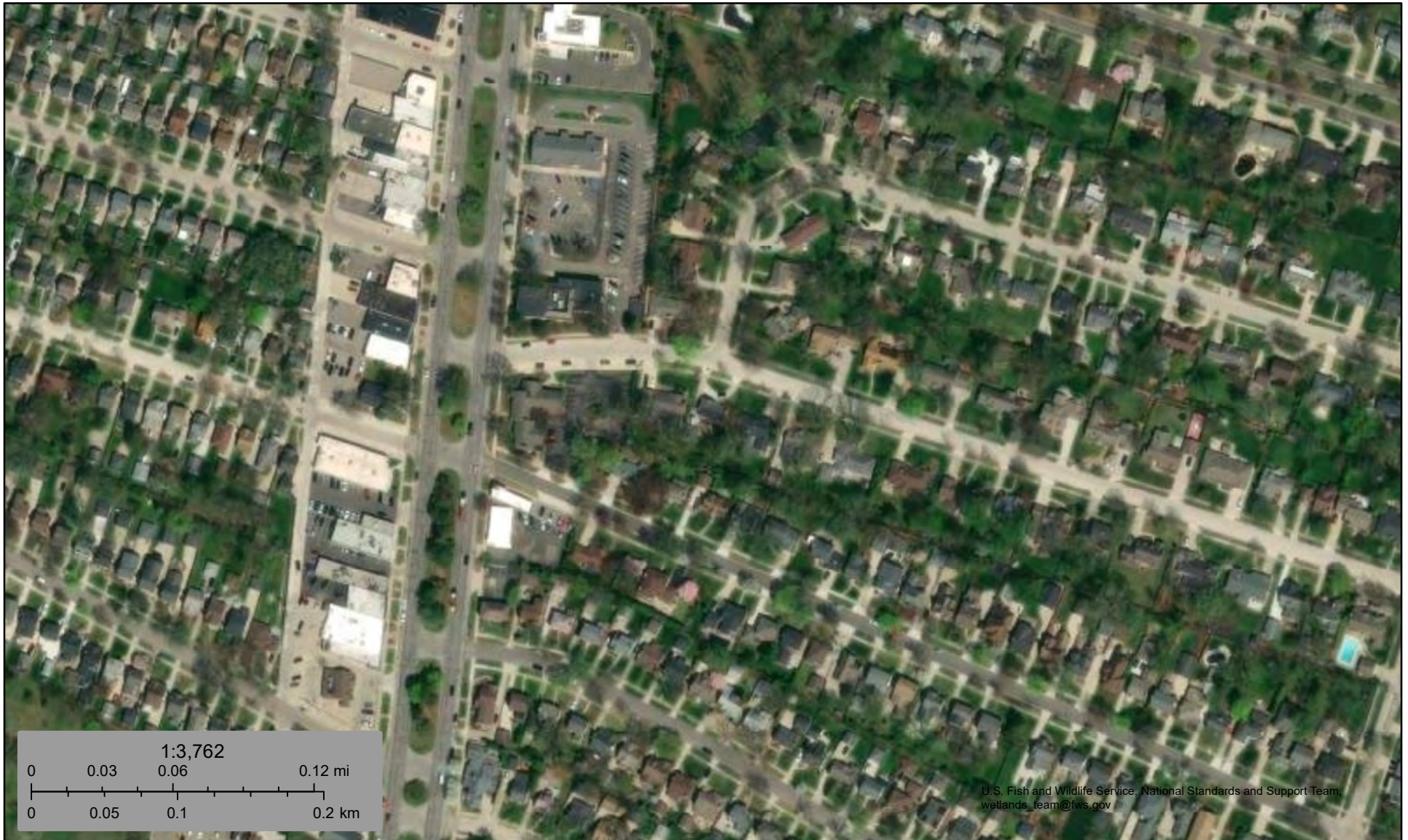
Disclaimer: This map is not intended to be used to determine the specific



U.S. Fish and Wildlife Service

National Wetlands Inventory

20160 Mack Ave Wetlands



U.S. Fish and Wildlife Service, National Standards and Support Team,
wetlands_team@fws.gov

September 19, 2025

Wetlands

	Estuarine and Marine Deepwater		Freshwater Emergent Wetland		Lake
	Estuarine and Marine Wetland		Freshwater Forested/Shrub Wetland		Other
			Freshwater Pond		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.



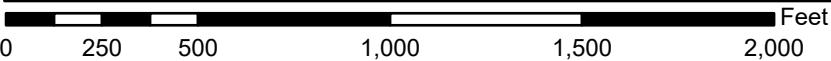
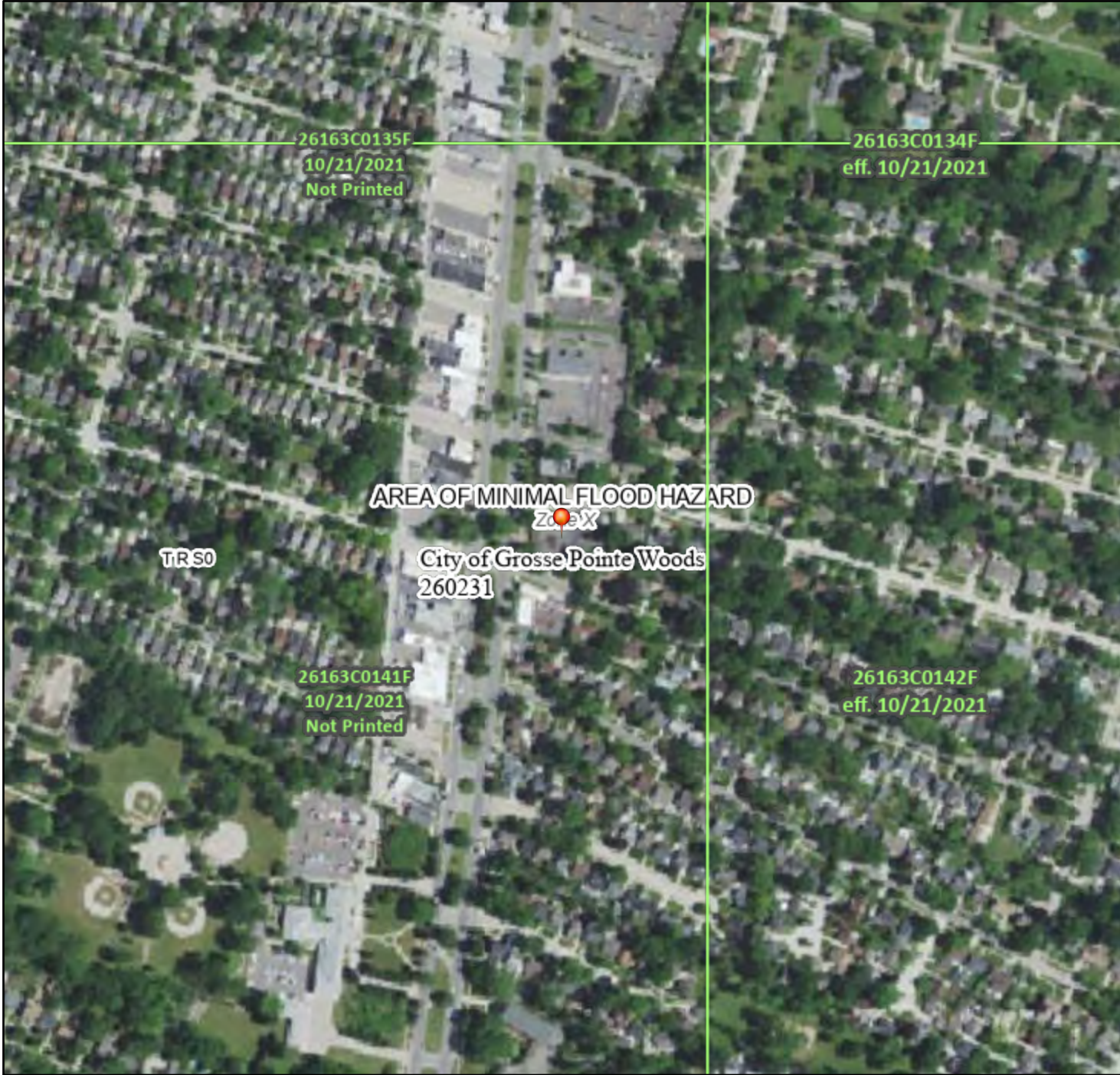
APPENDIX B

FEMA FIRM MAP

National Flood Hazard Layer FIRMMette



82°54'46"W 42°26'19"N



1:6,000

82°54'9"W 42°25'52"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the 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

Custom Soil Resource Report Soil Map



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

UrbanB—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

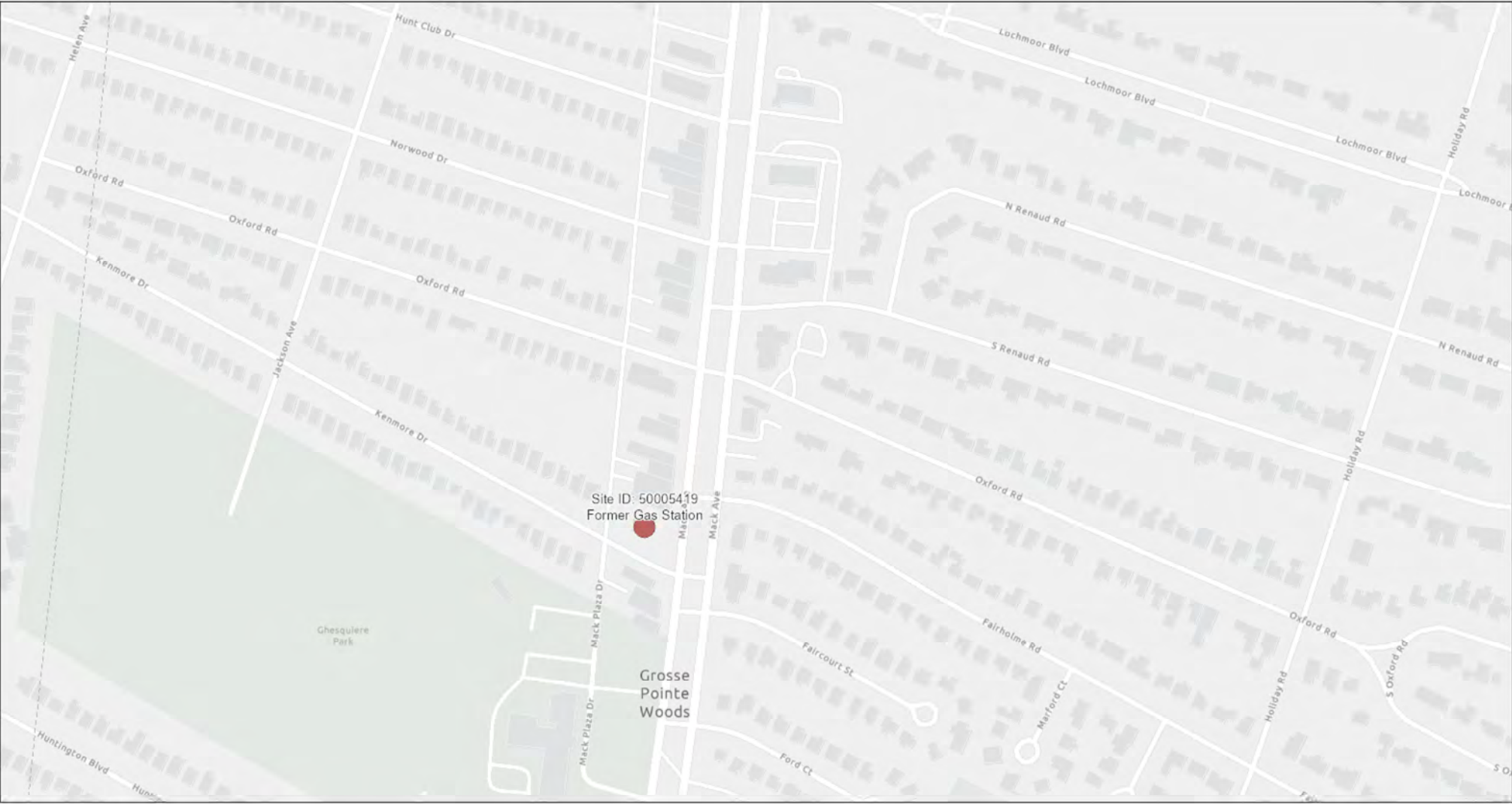
Slope: 0 to 1 percent
Depth to restrictive feature: 0 inches to manufactured layer
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Very low (0.00 to 0.00 in/hr)



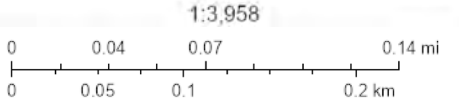
APPENDIX D

EGLERIDE MAPPER

ArcGIS Web Map



9/19/2025, 9:40:10 AM



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

MEMO

VIA EMAIL: buccellato@buccdevelopment.com

To: Justin Buccellato

From: Julie Kroll, PE, PTOE
Massara Khalid
Fleis & VandenBrink

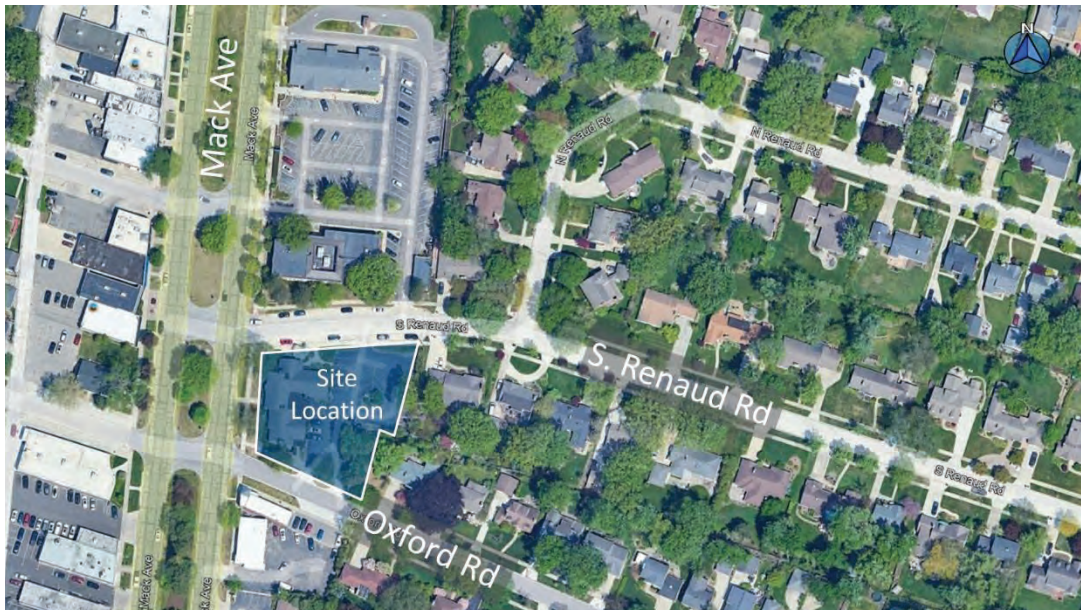
Date: August 11, 2025
Revised September 11, 2025

Re: 20160 Mack Avenue – Retail Development
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.

27725 Stansbury Boulevard, Suite 195
Farmington Hills, MI 48334
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2 SITE TRIP GENERATION

2.1 SITE TRIP GENERATION

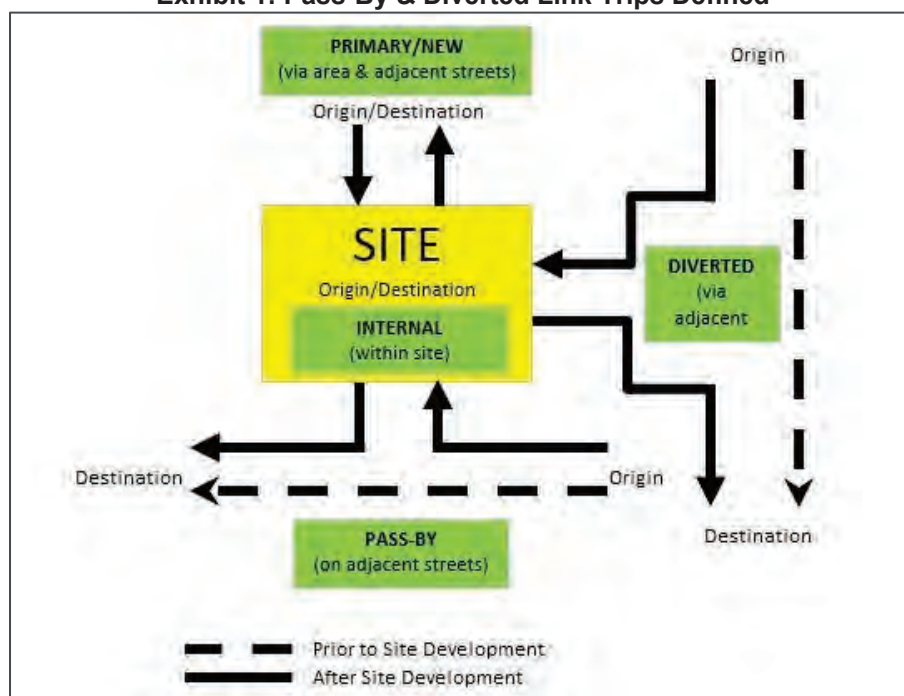
The number of weekday peak hour (AM and PM) and daily vehicle trips that would be generated by the development were calculated based on information published by the Institute of Transportation Engineers (ITE) in the *Trip Generation Manual, 12th Edition*. The proposed development includes the construction 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**.

Table 1: Vehicular Trip Generation Summary

Land Use	ITE Code	Amount	Units	Average Daily Traffic (vpd)	AM Peak Hour (vph)			PM Peak Hour (vph)		
					In	Out	Total	In	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
<i>Pass-By (0% AM, 40% PM)</i>				121	0	0	0	14	14	28
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

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, 12th 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, 12th Edition*. The trip generation forecast for the existing use was compared to the proposed development, as shown in **Table 2**.

Table 2: Trip Generation Comparison

Scenario	Land Use	ITE Code	Amount	Units	Average Daily Traffic (vpd)	AM Peak Hour (vph)			PM Peak Hour (vph)		
						In	Out	Total	In	Out	Total
Existing Site	Medical-Dental Office Building	720	11,826	SF	405	28	7	35	11	27	38
Proposed Use	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
	Total				655	19	16	35	36	35	71
Difference					250	-9	9	0	25	8	33

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**.

Table 3: Site Trip Distribution

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

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 bi-directional 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. Renauld 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.

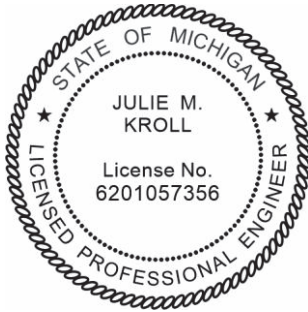
The proposed development includes the removal of one (1) of the existing driveways on Oxford Road, which will reduce the number of conflict points between motorized vehicles and pedestrian / bicycle traffic, thereby improving non-motorized safety. Additionally, existing sidewalks are provided along all 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. Renauld 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.

A handwritten signature in blue ink that reads "Julie M. Kroll".

Julie M. Kroll

2025.09.11

14:46:47 -04'00'

Attachments: Figures 1 – 2
Site Plan
Traffic Volume Data

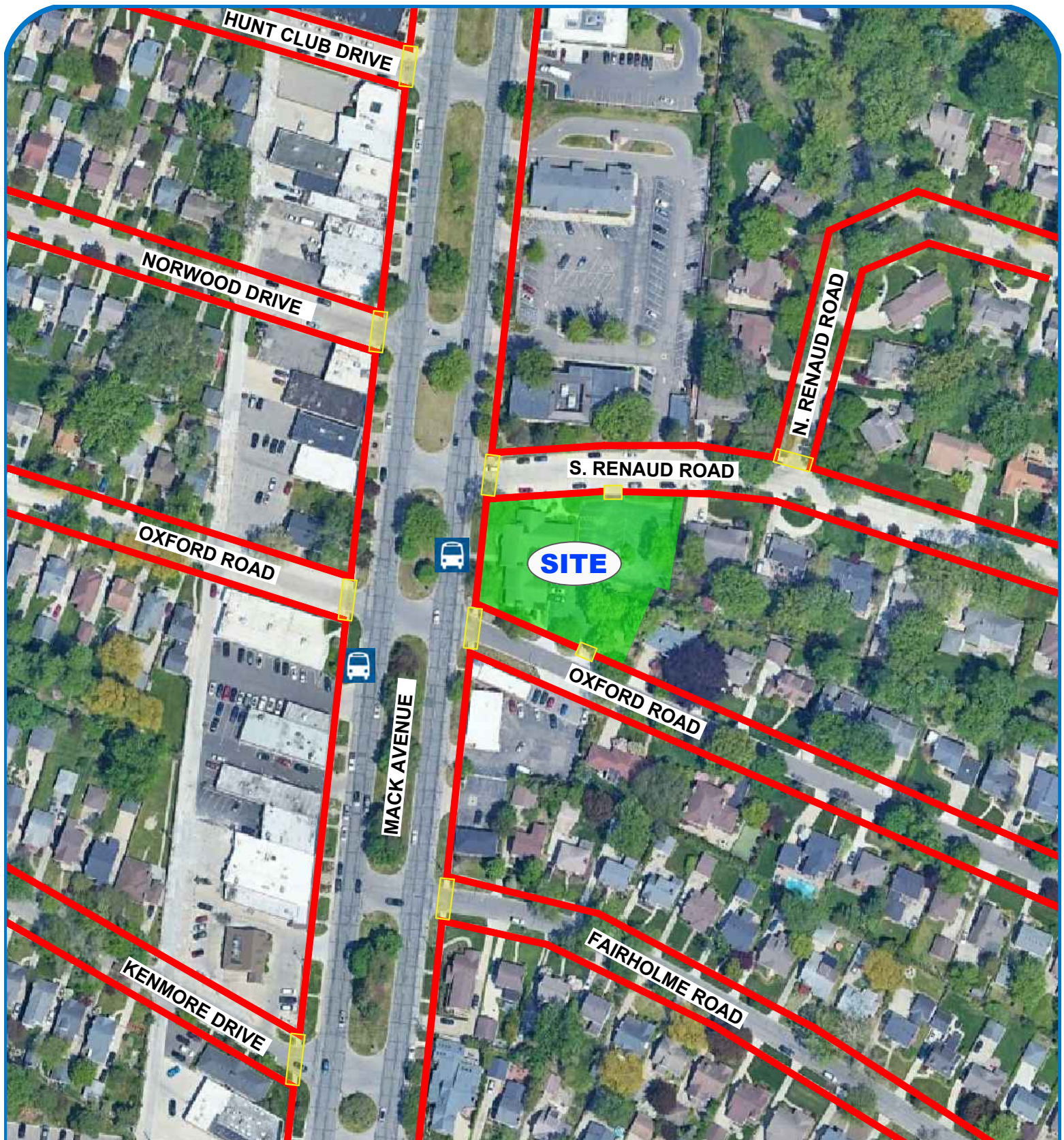


FIGURE 2 MULTI-MODAL CIRCULATION PLAN

BUCCELLATO RETAIL TGA - GROSSE POINTE WOODS, MI

LEGEND

-  SITE LOCATION
-  BIKE LANE
-  EXISTING SIDEWALK
-  EXISTING CROSSWALK / CONFLICT POINT
-  BUS STOP

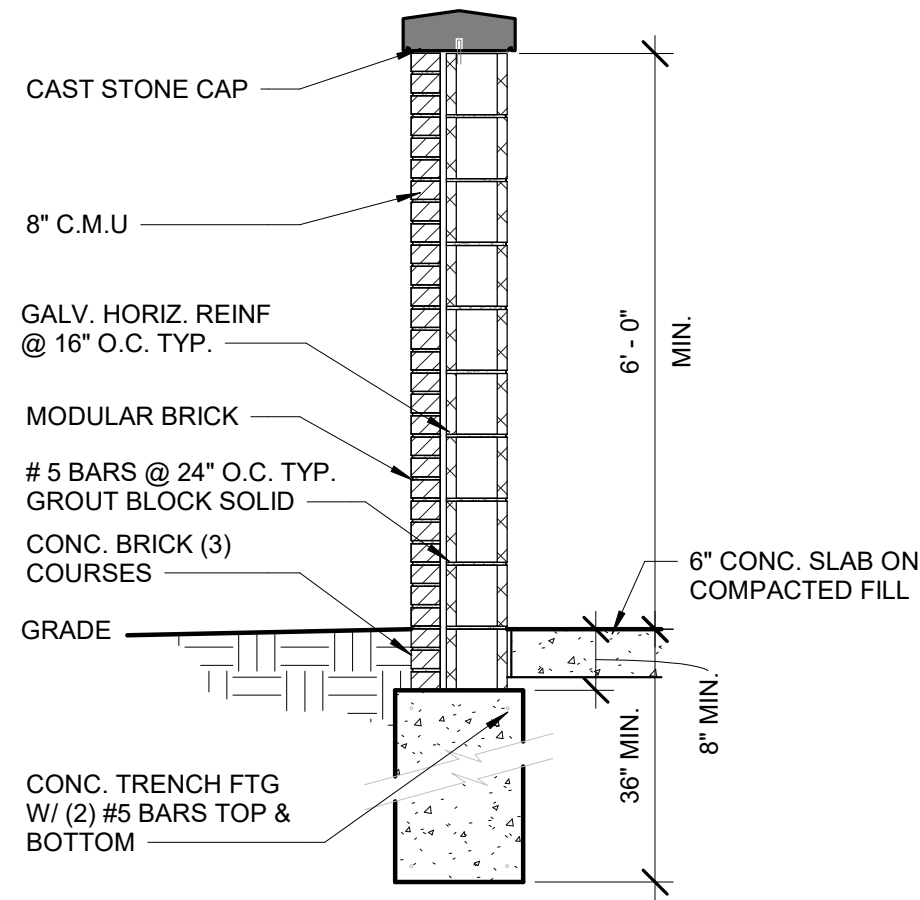


NORTH
SCALE: NOT TO SCALE

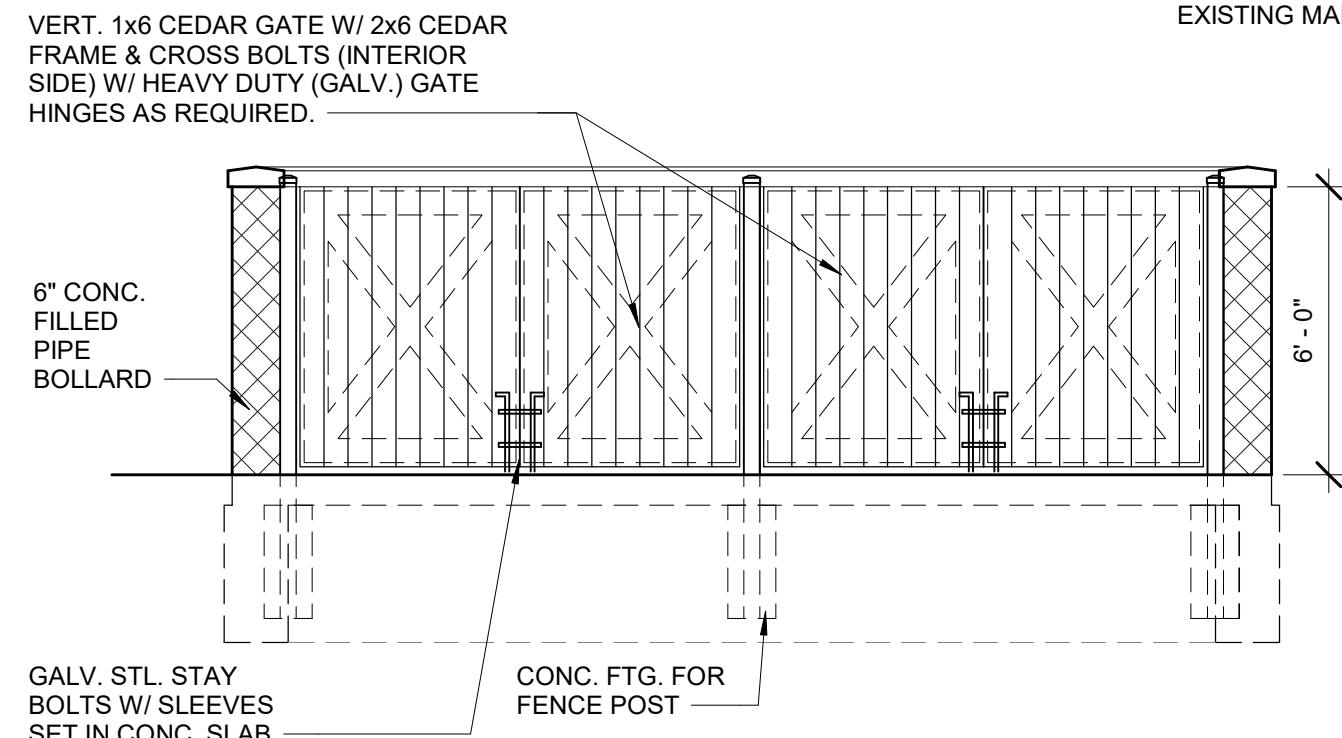
PROPOSED BUILDING FLOOR AREA AND PARKING			
FLOOR AREA	BUILDING USASE	PARKING PER USABLE AREA	PROPOSED REQUIRED PARKING
8,800 SF	RETAIL	200 SF	44
	MULTI-FAMILY RESIDENTIAL	6 UNITS (1BR/EFFICIENCY) 2 SP. EA.	12
NOTE: ORIGINAL PARKING COUNT = 34 SPACES. ADDED 11 OFF-STREET PARKING SPACES			56 TOTAL REQUIRED

Parking Schedule		* Calculations resulting in fractional space. When units or measurements determining the number of required parking spaces result in a requirement of a fractional space, any fraction up to and including one-half shall be disregarded and fractions over one-half shall require one parking space
Count		

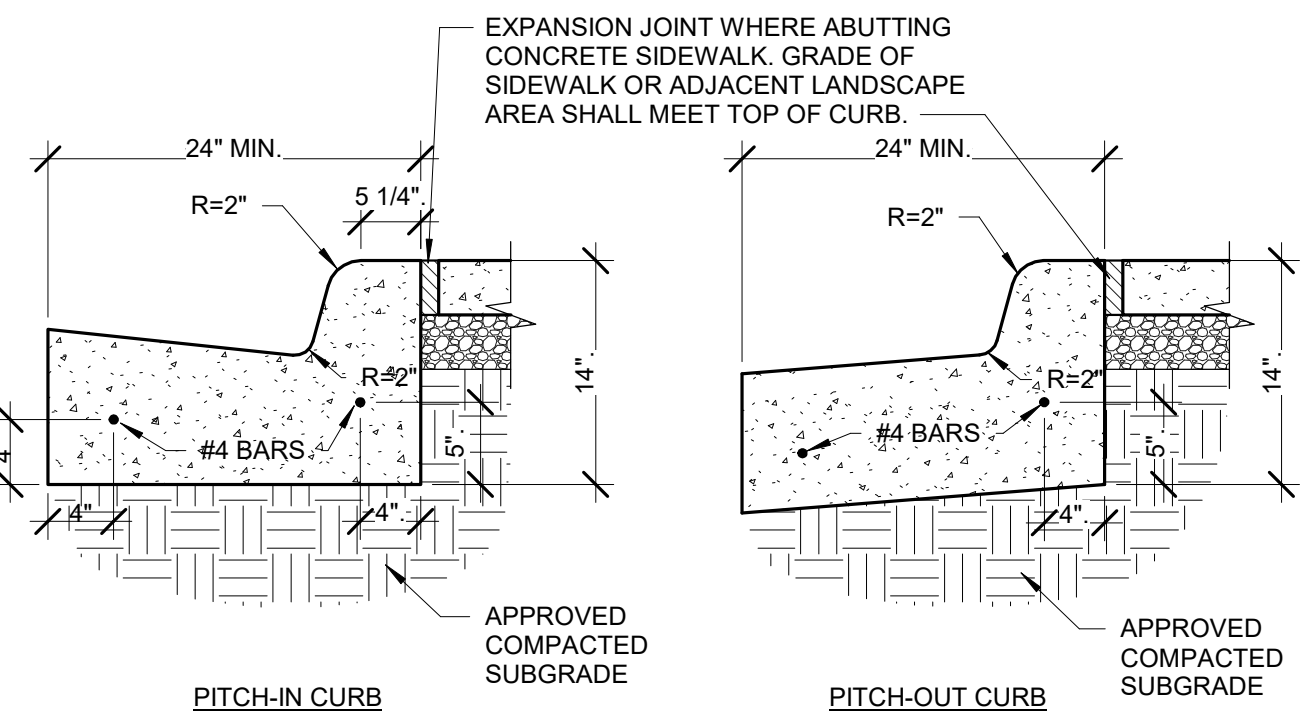
45	OFF-STREET	+ 4 METERED PARKING SPACES MACK AVE.
58	TOTAL	+ 9 PARKING SPACES - S RENAUD RD.



2 Section At Dumpster Screen
A1 1/2" = 1'-0"



3 Dumpster Screening Detail
A1 1/4" = 1'-0"



- NOTES:
- CONCRETE SHALL BE 3500 PSI AT 28 DAYS. AIR-ENTRAINED.
 - TRANSVERSE EXPANSION JOINTS SHALL BE PROVIDED AT 20 FOOT INTERVALS WITH PRE-MOLDED BITUMINOUS JOINT FILLER, RECESSED 1/4" FROM SURFACE.
 - HALF DEPTH CONTRACTION JOINTS SHALL BE PROVIDED AT 10 FOOT INTERVALS.
 - 14" CURB DEPTH SHALL BE MAINTAINED AT DEPRESSED OR FLUSH CURBED AREAS.

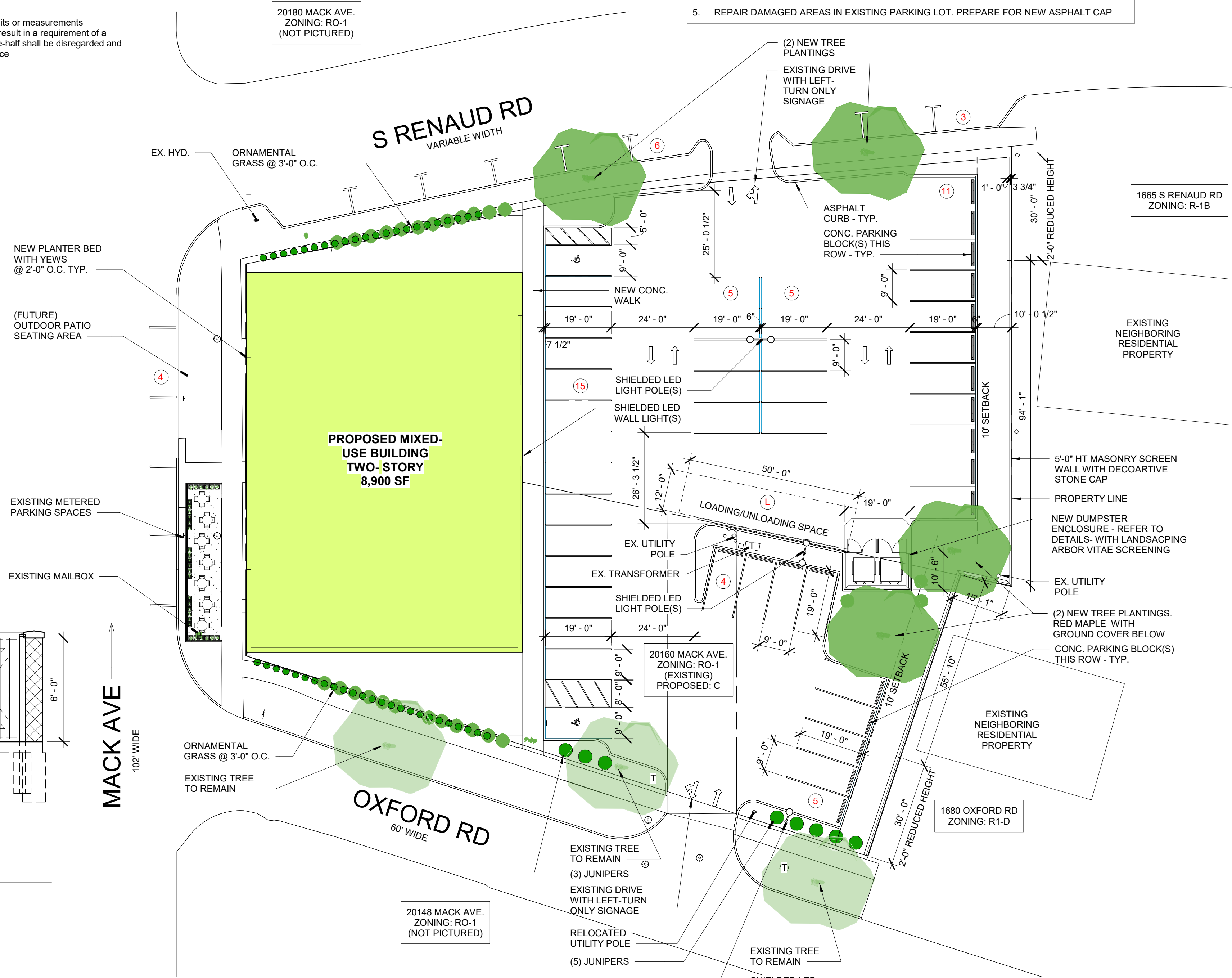
4 CONCRETE CURB AND GUTTER DETAIL
A1 1" = 1'-0"

SITE AREA:
EXISTING SITE AREA: 33,007 SF (0.758 ACRES)
PARKING LOT AREA: 18,746 SF
LOT SIZE: (EXISTING UNCHANGED)

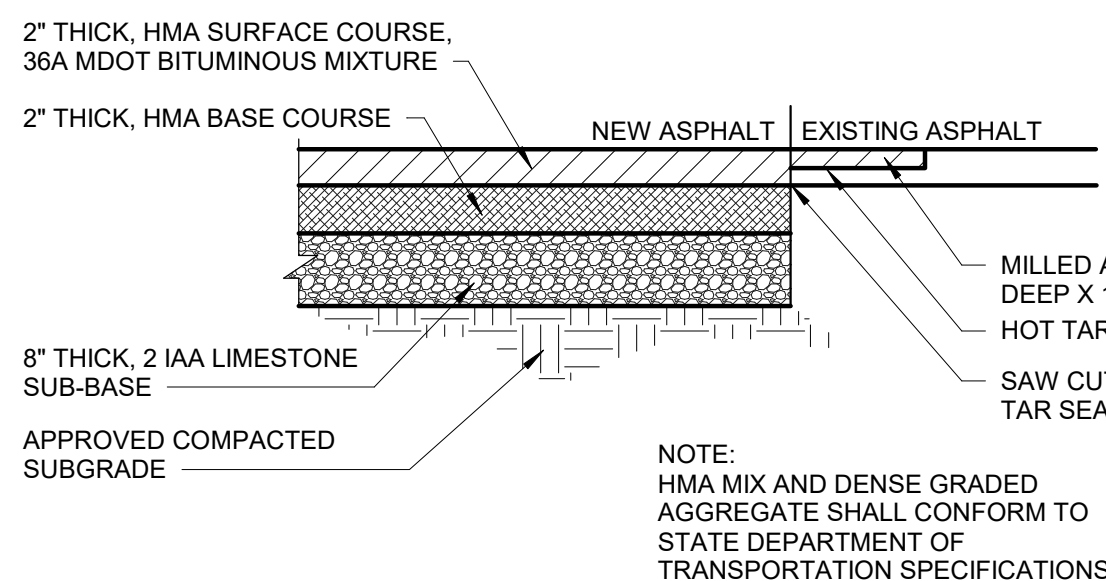
SETBACKS:
C-COMMERCIAL BUSINESS
FRONT YARD SETBACK: 0
SIDE YARD SETBACK: 0
CORNER LOT
MAXIMUM BUILDING HEIGHT: (2) STORIES 28 FEET
PROPOSED HEIGHT: 18 FEET

DEMOLITION SCOPE:

- ALL DEMOLITION WORK REQUIRED IS NOT NECESSARILY LIMITED TO WHAT IS DESCRIBED IN THE DEMOLITION SCOPE. THE INTENT IS TO REMOVE ALL MECHANICAL, ELECTRICAL, AND ARCHITECTURAL ITEMS AS REQUIRED TO FACILITATE NEW CONSTRUCTION.
- EXISTING STRUCTURE AND BASEMENT TO BE DEMOLISHED COMPLETELY. DISCONNECT AND CAP EXISTING UTILITIES AS REQUIRED PRIOR TO DEMOLITION.
- GENERAL PRECAUTIONS SHALL BE TAKEN AS NECESSARY TO HOLD ALL DISRUPTION, DUST, DIRT, NOISE, AND DEBRIS TO A MINIMUM. G.C. TO OBTAIN DEMOLITION PERMIT AND PROVIDE ALL NECESSARY BARRIERS AND SAFETY MEASURES IN COMPLIANCE WITH REQUIREMENTS BY AHJ.
- REMOVE ALL DEBRIS FROM THE SITE AND LEGALLY DISPOSE OF THESE MATERIALS.
- REPAIR DAMAGED AREAS IN EXISTING PARKING LOT. PREPARE FOR NEW ASPHALT CAP



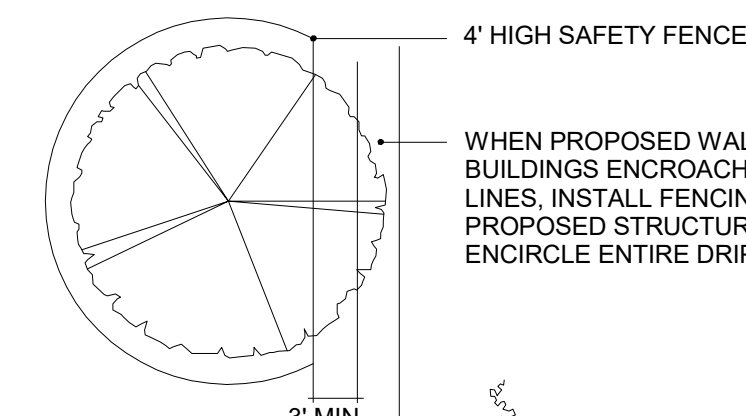
1 SITE PLAN
A1 1" = 20'-0"



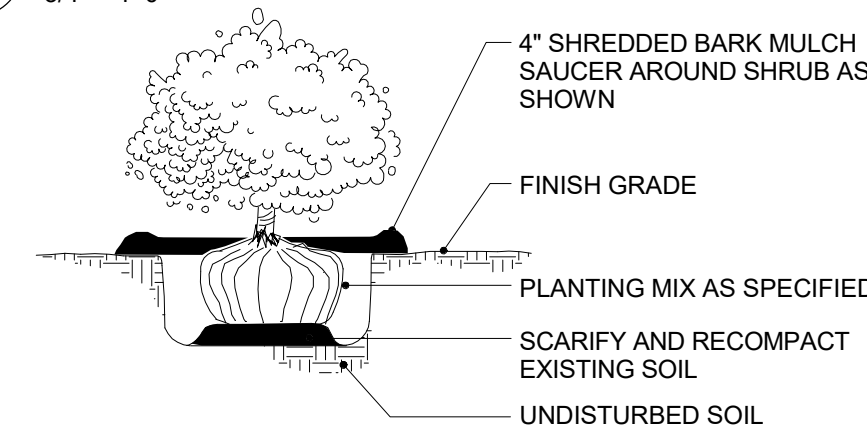
5 ON-SITE FULL DEPTH ASPHALT PAVEMENT DETAIL
A1 1" = 1'-0"

GENERAL SITE PLAN NOTES

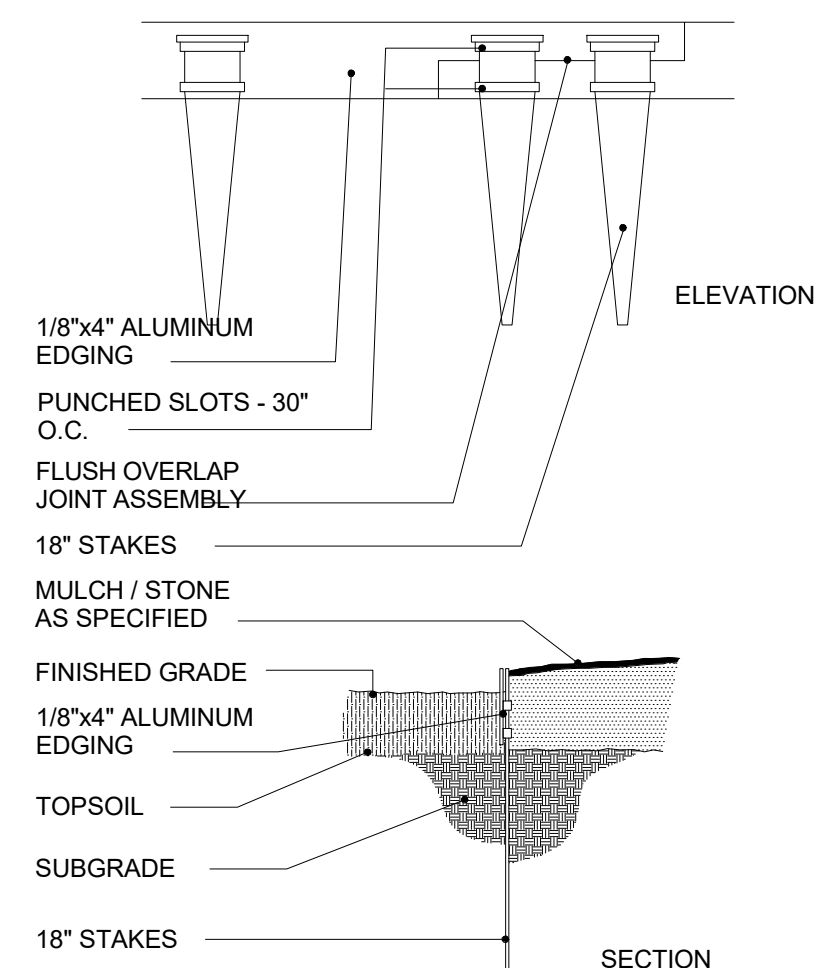
- PAVEMENT SHALL BE OF THE TYPE, THICKNESS AND CROSS SECTION AS INDICATED ON THE PLANS AND AS FOLLOWS:
- CONCRETE: PORTLAND CEMENT TYPE IA (AIR-ENTRAINED) WITH A MINIMUM CEMENT CONTENT OF SIX SACKS PER CUBIC YARD. MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI AND A SLUMP OF 1 1/2 TO 3 INCHES.
- ASPHALT: BASE COURSE - MDOT BITUMINOUS MIXTURE NO. 1100L, 20AA; SURFACE COURSE - MDOT BITUMINOUS MIXTURE NO. 1100T, 20AA; ASPHALT CEMENT PENETRATION GRADE 85-100, BOND COAT - MDOT SS-1H EMULSION AT 0.10 GALLON PER SQUARE YARD; MAXIMUM 2 INCH LIFT.
- PAVEMENT BASE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT. EXISTING SUB-BASE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE ENGINEER TO DETERMINE STABILITY.
- ALL CONCRETE PAVEMENT, DRIVEWAYS, CURB & GUTTER, ETC., SHALL BE SPRAY CURED WITH WHITE MEMBRANE CURING COMPOUND IMMEDIATELY FOLLOWING FINISHING OPERATION.
- ALL CONCRETE PAVEMENT JOINTS SHALL BE FILLED WITH HOT POURED RUBBERIZED ASPHALT JOINT SEALING COMPOUND IMMEDIATELY AFTER SAWCUT OPERATION. FEDERAL SPECIFICATION SS-S164.
- ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, CURRENT EDITION.
- ALL TOP OF CURB ELEVATIONS, AS SHOWN ON THE PLANS, ARE CALCULATED FOR A 6" CONCRETE CURB UNLESS OTHERWISE NOTED.
- ALL SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1993, SHALL BE INSTALLED AS INDICATED ON THE PLANS.
- CONSTRUCTION OF A NEW OR RECONSTRUCTED DRIVE APPROACH CONNECTING TO AN EXISTING STATE OR COUNTY ROADWAY SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE AGENCY HAVING JURISDICTION OVER SAID ROADWAY.
- FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL INSPECTION.
- EXISTING TOPSOIL, VEGETATION AND ORGANIC MATERIALS SHALL BE STRIPPED AND REMOVED FROM PROPOSED PAVEMENT AREA PRIOR TO PLACEMENT OF BASE MATERIALS.
- EXPANSION JOINTS SHOULD BE INSTALLED AT THE END OF ALL INTERSECTION RADII.
- SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1973, SHALL BE INSTALLED AS SHOWN AT ALL STREET INTERSECTIONS AND AT ALL BARRIER FREE PARKING AREAS AS INDICATED ON THE PLANS.
- ALL PAVEMENT AREAS SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER PRIOR TO THE PLACEMENT OF BASE MATERIALS AND PAVING MATERIALS.
- FILL AREAS SHALL BE MACHINE COMPACTED IN UNIFORM LIFTS NOT EXCEEDING 9 INCHES THICK TO 98% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.
- ALL LANDSCAPED AREAS TO BE PROVIDED W/ SPRINKLER SYSTEMS FOR 100% COVERAGE.
- MAINTAIN EXISTING DRAINAGE PATTERNS ON SITE IN COMPLIANCE WITH REQUIREMENTS OF AHJ.
- EXISTING UTILITIES ON SITE TO REMAIN - TYP. U.N.O.
- MAINTAIN EXISTING SITE TOPOGRAPHY - TYP. U.N.O.



8 TREE PROTECTION DETAIL
A1 3/4" = 1'-0"



7 SHRUB PLANTING DETAIL
A1 3/4" = 1'-0"



6 ALUMINUM EDGING DETAIL
A1 3/4" = 1'-0"



STUCKY VITALE ARCHITECTS
27172 WOODWARD AVENUE
ROYAL OAK, MI 48067-0925
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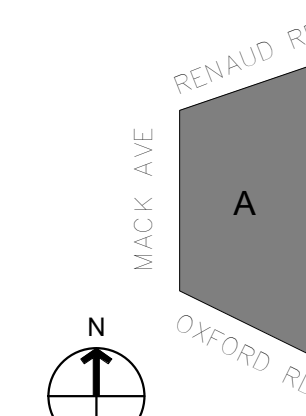
Consultants

Seal:

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



Volume Count Report

LOCATION INFO	
Location ID	50-5362
Type	SPOT
Funct'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					
Time	15-min Interval				Hourly Count
	1st	2nd	3rd	4th	
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

NOTES/FILES			
	Note	Date	

Volume Count Report

LOCATION INFO	
Location ID	50-5362_NE
Type	SPOT
Funct'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

INTERVAL:15-MIN					
Time	15-min Interval				Hourly Count
	1st	2nd	3rd	4th	
 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
AM Peak	11:45-12:45 729				
PM Peak	17:00-18:00 837				

NOTES/FILES			
	Note	Date	

Volume Count Report

LOCATION INFO	
Location ID	50-5362_SW
Type	SPOT
Funct'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

INTERVAL:15-MIN					
Time	15-min Interval				Hourly Count
	1st	2nd	3rd	4th	
 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	



MCKENNA

October 23, 2025

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

Subject: 20160 Mack Avenue: Conditional Rezoning (Map Amendment)
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 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 will have approximately 8,800 sq. ft. for tenants across office, retail, or personal service establishments, and the second floor will have up to seven efficiency residential units.



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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:

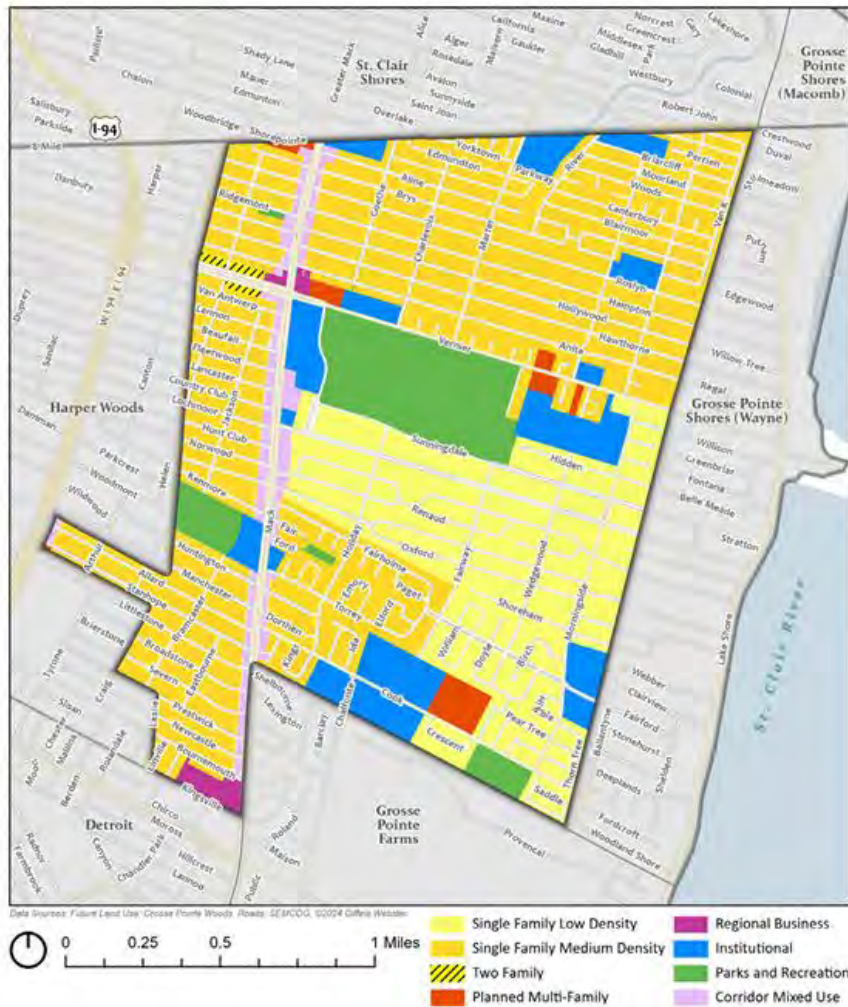
- **Goal #1 - Housing: Provide a range of housing choices for all ages, abilities, and incomes.** The applicant proposes a two-story, mixed-use building with multi-family residential units on the top floor. This proposed use brings housing diversity to the heart of Grosse Pointe Woods' downtown, within 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*”.



MAP 2. Future Land Use Map



giffels
webster

FUTURE LAND USE GROSSE POINTE WOODS

2024 GROSSE POINTE WOODS MASTER PLAN | 65

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
<i>“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.”</i>	<i>“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.”</i>



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 fireproof 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 story, 28 ft.	Complies

The proposed use is able to meet all requirements of the C, Commercial Business District. Such a rezoning still allows for a buildable lot and does not create a new non-conforming lot.

Findings: Parking and Circulation.

Currently the Site Plan indicates a total of 7 residential units on the second floor (ranging from 880 sq. ft to 1,431 sq. ft.), as well as four 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 use of the proposed commercial tenants have not yet been identified, and the parking requirements for those specific uses would apply once specific tenants seek to lease the space. At this time, general retail parking requirements are applied.

Per Section 50-5.3(H), retail stores require *“one off-street parking space for each 200 square feet of gross floor area”* and multi-family residential spaces require *“Two for each efficiency or one-bedroom dwelling unit, and three for each two-bedroom dwelling unit, and one parking space for each bedroom over two.”*

In total, 58 parking spaces are required for this site, per the Zoning Ordinance standards.

The table on the following page details how the proposed site aligns with the parking requirements for its mix of residential and commercial spaces:



Use Type	Number of Off-Street Parking Spaces Required		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 spaces required	45 spaces in lot	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			+ 14 parking spaces on S. Renaud	77 parking spaces total (including S. Renaud)

The site meets and significantly exceeds the off-street parking requirements within 500 feet of the site. The proposed parking spaces comply with the minimum required dimensions of 9 feet by 19 feet, 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 proposed in the table below.

Table 2: Trip Generation Comparison

Scenario	Land Use	ITE Code	Amount	Units	Average Daily Traffic (vpd)	AM Peak Hour (vph)			PM Peak Hour (vph)		
						In	Out	Total	In	Out	Total
Existing Site	Medical-Dental Office Building	720	11,826	SF	405	28	7	35	11	27	38
Proposed Use	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
	Total				655	19	16	35	36	35	71
Difference					250	-9	9	0	25	8	33

The Traffic Study suggests that “it is expected that while 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, it is expected that the majority of traffic generated by the proposed development will be to/from Mack Avenue”.



In other words, while patrons will access the site through the driveways on S. Renaud and Oxford, they are expected to get back onto Mack Avenue following their visit.

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. 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.

As 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 site 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.



Conceptual rendering from the submitted Site Plan



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:

- 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 sense of place, identity, and character throughout the City and its neighborhoods.*
- 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".*
- 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. While the property does abut two residential properties, the applicant has noted that necessary steps will be taken to provide appropriate buffering between adjacent properties of dissimilar zoning, per the requirements of the Grosse Pointe Woods City Ordinance. The conditions voluntarily offered by the applicant, including limitations on hours of operations, the number of quick service restaurants, and the service of liquor, address concerns around noise and other nuisances.*
- The proposed site is able to meet all Zoning Ordinance dimensional requirements of the C, Commercial Business District. Such a rezoning still allows for a buildable lot and does not create a non-conforming lot.*
- The site meets parking and loading size requirements, and significantly exceeds the off-street parking requirements within 500 feet of the site.*
- 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
Associate Planner



MCKENNA

October 23, 2025

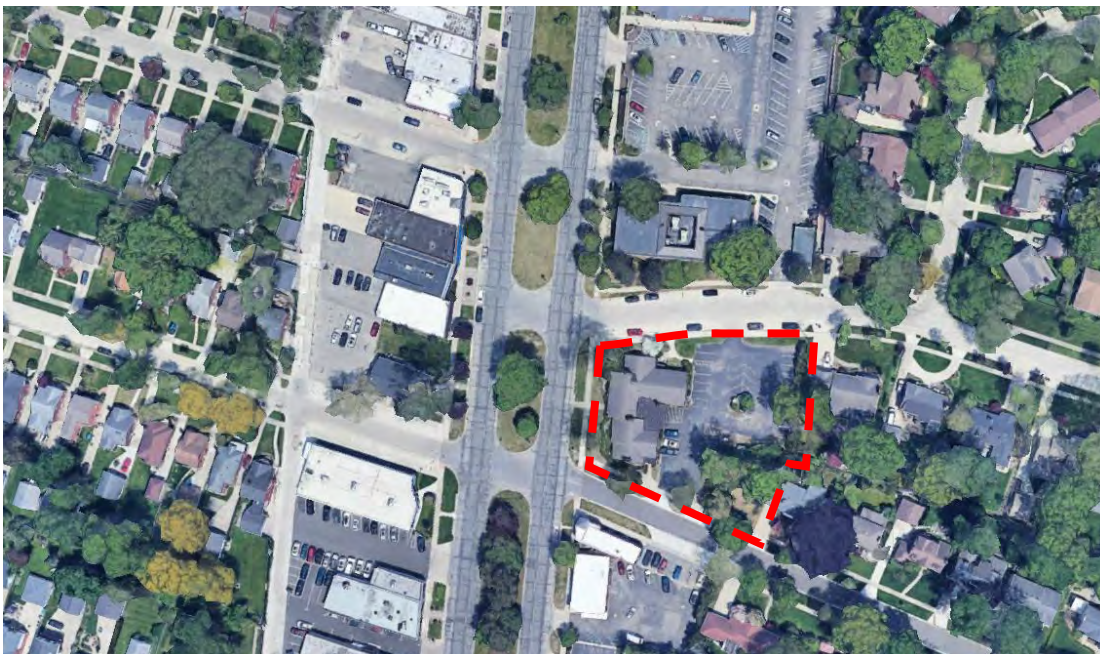
Planning Commission
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

Subject: 20160 Mack Avenue: Site Plan
Parcel ID: 009-01-0001-000
(New) Site Plan Review #1
Zoning: RO-1, Restricted Office District
(current zoning, separate application for a conditional rezoning is pending)

Dear Commissioners,

We have reviewed a new site plan review application submitted by Stucky Vitale Architects on behalf of Buccellato Development LLC. The site is located on Mack Avenue between Oxford and S. Renaud.

The Applicant is concurrently pursuing a conditional rezoning of this site to the C, Commercial Business District. This review is completed based on the standards of the C, Commercial Business District, however, this site plan is contingent upon approval of the conditional rezoning by City Council at a future date. The existing building will be demolished and replaced with a two-story, mixed-use building. The first floor will have approximately 8,800 sq. ft. for tenants across office, retail, or personal service establishments, and the second floor will have up to seven efficiency residential units



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235 East Main Street
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Northville, Michigan 48167

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Recommendation

Based upon general compliance with the City's Zoning Ordinance, it is recommended that site plan approval for 20160 Mack Avenue be granted, **contingent that the property is conditionally rezoned to the C, Commercial Business District by City Council**, and subject to the following conditions:

1. Per Section 50-6.1(G)(7), samples of the proposed building materials are provided to the Planning Commission at their meeting for final review and approval.
2. Lighting intensity and placement is reduced and adjusted on a revised photometric plan.
3. To reach compliance with the screening wall requirements, two options are available to the applicant: (1) reduce the masonry wall height to 4 feet, or (2) submit for and receive a variance for a taller masonry wall.
4. Species for all newly planted trees must be provided in alignment with Section 50-5.19 Greenbelts.

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

Respectfully submitted,

McKENNA

Ashley Jankowski, AICP
Associate Planner



Site Plan Review

We have reviewed the proposal in conformance to the City's Ordinances and offer the following comments. Items that do not comply or require additional information are noted in **bold** and underlined.

1. ZONING DESIGNATIONS

The chart below details the existing land use, current zoning, and future land use designations:

Location	Existing Land Use	Zoning Districts	Future Land Use Designation
Subject Site	(Vacant) 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

The 2024 Master Plan Future Land Use Map designates this site and the immediate surrounding areas to the north, south, and west as Corridor Mixed Use, described in the text of the Master Plan as, “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.”

Findings: *Contingent on rezoning approval.* The current zoning of the site is RO-1 (Restricted Office), and the Applicant has applied to rezone the property to C (Commercial Business), which would bring the site in closer compliance with the Future Land Use Plan. If the property is rezoned, the proposed uses for this building, including a two-story mixed-use building with residential and retail uses, are permitted in the C, Commercial Business District and are generally compatible with the commercial nature of Mack Avenue surrounding this property. These proposed uses are also in line with the housing goals of the 2024 Master Plan, among others.

2. DIMENSIONAL REQUIREMENTS

Findings: *Complies.* The site plan complies with the basic dimensional standards of the C, Commercial Business District. The table on the following page demonstrates the requirements under the proposed C, Commercial Business District, and the dimensions proposed by the applicant in the Site Plan.



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
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 fireproof 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 story, 28 ft.	Complies

3. ARCHITECTURE AND BUILDING DESIGN (SEC. 50-5.18)

The Zoning Ordinance's design standards are intended to promote a coordinated and complimentary use of design elements that result in a theme-oriented, harmonious appearance and image for commercial and high intensity residential areas. Per Section 50-5.18, *"New construction, renovations, remodeling, or exterior building alterations in the C, Commercial Business District shall be in conformance with approved design standards."*

Findings: Complies. The elevations illustrate that the 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 design of the building follows traditional, high quality architectural design which is encouraged by the Zoning Ordinance.

Per Section 50-6.1(G)(7), the applicant must bring samples of the proposed building materials to the Planning Commission meeting for review and final approval.

4. PARKING AND LOADING (SEC. 50-5.3)

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

Per Ordinance 907 and Section 50-5.3 (Off-Street Parking Requirements), retail stores require “*one off-street parking space for each 200 square feet of gross floor area*” and multi-family residential spaces require “*Two for each efficiency or one-bedroom dwelling unit, and three for each two-bedroom dwelling unit, and one parking space for each bedroom over two.*” Such off-street parking requirements can be met with spaces within 500 feet of the subject site.

In total, 58 parking spaces are required for this site. The table below indicates how the proposed site aligns with the parking requirements for its mix of residential and commercial spaces:

Use Type	Number of Off-Street Parking Spaces Required		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 spaces required	45 spaces in lot	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			+ 14 parking spaces on S. Renaud	77 parking spaces total (including S. Renaud)

The site meets and significantly exceeds the off-street parking requirements within 500 feet of the site. The proposed parking spaces comply with the minimum required dimensions of 9 feet by 19 feet, 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.

5. LANDSCAPING (SEC. 50-6.1)

The Ordinance requires that site design shall provide reasonable visual and sound privacy for dwelling units located within the project and adjacent to the project. Fences, walks, barriers, and landscaping shall be used, as appropriate, for the protection and enhancement of property and the privacy of its occupants.

Findings: Generally complies; the screening wall height remains an outstanding item.

Ornamental Wall. *When a parking area adjoins a residential property or street, an ornamental masonry wall not less than two feet or more than four feet in height must be erected and maintained between the required yard space and area to be used for parking (except for such portions as are used for entrances and exits).*

A 5-foot masonry wall is proposed along the residential property lines, which steps down and is reduced in height towards the southeast property line, to a minimum height of 2 feet. Per the Ordinance, the height of the screening wall must be reduced to 4-feet. However, based on the proximity to residential properties, it is recommended that the applicant submit a variance application to request the construction of a 5- or 6-foot masonry screen wall to provide greater buffering. Please note, the submission of a variance is entirely dependent on the applicant and is not a requirement of the Ordinance.

To reach compliance with the screening wall, two options are available to the applicant: (1) reduce the masonry wall height to 4 feet, or (2) submit for and receive a variance for a taller masonry wall.

Maintenance. *All required walls or landscaped screening must be properly maintained and kept free of debris, signs or any advertising whatsoever. Bumper guards, composed of either a curb at least six inches high or steel posts 24 inches to 30 inches high and not more than five feet apart set three feet in concrete, must be provided to prevent vehicles from striking the wall or landscaping.*

In addition to this ornamental wall screen, concrete bumper guards are indicated on the plan to prevent vehicles from striking the wall.

Landscaping. *The Ordinance requires that landscaping, consistent with the quality and character of landscaping on nearby properties, be provided. Visually unattractive structures (e.g., transformers, generators, utility cabinets, mechanical equipment and similar structures or equipment) must be screened with either landscaping, fencing or walls. The Planning Commission may require additional landscaping, fences, or walls in accordance with the standards and intent of this section and Chapter 50, Article 7 - Administration and Enforcement*

Light landscaping is proposed around the dumpster enclosure with an arborvitae. Ornamental grass, landscape beds, and grass lawns are proposed directly adjacent to the building. Two new tree plantings, two existing trees, and eight junipers are proposed to be landscaping adjacent to roadways. Additionally, planter boxes along the Mack Avenue frontage are proposed to consist of taxi yews.

Four new trees are proposed to be planted on the site: two red maple trees, and two (unnamed) trees along Renaud Road. Species for all newly planted trees must be provided in alignment with Section 50-5.19 Greenbelts.



6. SIGNS

Chapter 32 of the City's Code of Ordinance details signage requirements.

Findings: N/A. The plans detail the location of signage areas for speculative tenants that will occupy the units in the future. No signage is proposed at this time. Any future exterior signage must be submitted under separate cover for administrative review and approval of each unit.

7. LIGHTING

The Ordinance requires that exterior lighting be designed so that it is shielded from adjacent properties and so that it does not impede the vision of traffic along adjacent streets.

Findings: Does not comply – revisions necessary. The photometric plan details both parking lot lighting and exterior building mounted lighting. All lighting fixtures are pointed downward and shielded. It is recommended that the lighting at the east property line be arranged so that there is no light that is cast onto adjacent residential properties. Foot candles shall be 0.0 in measurement at the property line. **Lighting intensity and placement must be reduced and adjusted on a revised photometric plan and submitted for review.**

8. TRASH RECEPTACLES

The Ordinance requires that trash receptacles be screened with quality materials that complement the site and adjacent properties.

Findings: Complies. A dumpster enclosure is shown on sheet A1 with the necessary enclosure and concrete pad, screening and building standards. Additional landscaping is proposed around the dumpster enclosure (i.e., arborvitae) to further soften the site.

9. OUTDOOR PATIO AREAS

Per Section 50-4.16, outdoor patio areas for the sale and service of food and beverages are permitted in the C, Commercial Business District; provided that:

A. The sale and service of alcoholic liquors shall be in conformance with the rules of the state liquor control commission (LCC); and

B. Such patio areas subject to site plan approval by the Planning Commission. The Commission may reject any site plan found to be located close to residential property where sound levels may be intrusive.

C. In granting site plan approval, the Commission may require the installation of a fence or a greenbelt around the patio area, lighting, and in compliance with Section 50-5.18: Design Standards in the C, C-2 and RO-1 Districts.

D. Tables, chairs, benches and umbrellas used or to be used in the patio area must conform to such design criteria and are subject to prior approval of the Planning Commission.

E. The department of public safety shall review the site plan for traffic and pedestrian safety concerns and report to the Commission prior to any approval of such plan being granted.



Findings: *N/A at this time.* The site plan indicates a new patio area along Mack Avenue. It is not yet known whether these patio areas will be used for the sale and service of food and beverages (tenant dependent). Should the outdoor patio areas be used in the future, site plan review and approval by the Planning Commission will be required under a separate application.



Memorandum

Project Name: Eastside Dermatology - Site Plan Amendment
Address / Parcel ID: 20030 Mack Avenue / 40-012-04-0026-000
Zoning District: RO-1, Restricted Office
From: Laura Haw, AICP, NCI and Ashley Jankowski, AICP
Date: October 23, 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. No changes are proposed to the interior floor plans or building (sheets AD100 and A001).

The requested site plan adjustments include:

Front Entrance ADA Lift. The ADA ramp to the front entrance has been removed. Instead, a wheelchair lift is proposed. See enclosed specifications for the wheelchair lift. Please note, the applicant anticipates a 36" x 48" platform for 48" service height or less. On the specifications sheet, the lift height is noted as 77" (6'-5") with a maximum height of 89" (7'-5"). The lift is constructed out of white aluminum; however, other colors are available.

**Key site plan sheets to reference: G001, A001, A301 (north elevation), and A302 (west elevation).*

Findings: The elimination of an 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 27-foot-wide curb cut (ingress and egress drive).

**Key site plan sheet to reference: A001.*

Findings: The elimination of green space and the addition of more impervious surface along Faircourt is not ideal, however this will provide closer barrier free parking and access to the building. To help address this, a new landscape hedge (running perpendicular to Faircourt) is proposed to screen these two ADA parking spaces. We find this additional screening to be acceptable.



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.

**Key site plan sheet to reference: A001.*

Findings: 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.

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 Planning Commission finding that the color of the lift (proposed white) is found compatible with the building design. It is also contingent on the applicant updating the "Project Description" on the cover page to include the lift.

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.











20030
MEDICAL OFFICE

EASTSIDE
DERMATOLOGY

Lisa A Manz-Dulac, M.D.

Natalia Filipof, M.D.

D. Michael Piernick II, M.D.

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
(248)759-5818

PROJECT INFORMATION

PROJECT DESCRIPTION
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

APPLICABLE CODES
2015 MICHIGAN REHABILITATION CODE FOR EXISTING BUILDINGS (MRCEB)
2021 MICHIGAN MECHANICAL CODE (MMC)
2021 MICHIGAN PLUMBING CODE (MPC)
2015 MICHIGAN ENERGY CODE (MEC)
2013 ANSI/ASHRA/IES 90.1
2023 NATIONAL ELECTRICAL CODE (NEC)
2015 NFPA 101 LIFE SAFETY CODE

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

ZONING INFORMATION:
ZONED RO-1 (UNCHANGED)
MAX LOT COVERAGE: 40%
MAX HEIGHT: 28FT
MAX STORIES: 2

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)

TYPE VB



SHEET INDEX - GENERAL			
DWG #	DRAWING NAME	ISSUED FOR	DATE
G001	COVER SHEET, GENERAL INFORMATION, DRAWING INDEX	WHEELCHAIR LIFT	10.02.25
DRAWINGS: 1			
SHEET INDEX - ARCHITECTURAL DEMOLITION			
DWG #	DRAWING NAME	ISSUED FOR	DATE
AD100	DEMO FLOOR PLAN	CITY UPDATE	01.22.25
DRAWINGS: 1			
SHEET INDEX - ARCHITECTURAL			
DWG #	DRAWING NAME	ISSUED FOR	DATE
A001	ARCHITECTURAL SITE PLAN	WHEELCHAIR LIFT	10.02.25
A011	FLOOR PLANS	CITY UPDATE	01.22.25
A301	EXTERIOR ELEVATIONS N/S	WHEELCHAIR LIFT	10.02.25
A302	EXTERIOR ELEVATIONS E/W	WHEELCHAIR LIFT	10.02.25
A311	EXTERIOR 3D VIEWS	WHEELCHAIR LIFT	10.02.25
DRAWINGS: 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.

SHEET DESIGNATION

DRAWINGS ARE NUMBERED ACCORDING TO THE FOLLOWING CONVENTIONS:

A001

DISCIPLINE DESIGNATOR
G GENERAL
AD ARCHITECTURAL
DEMOLITION
A ARCHITECTURAL

DRAWING SEQUENCE NUMBER
0 GENERAL, LEGENDS
1 PLANS
3 EXTERIOR ELEVATIONS
4 SECTIONS

SITE LOCATION MAP



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

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Consultants

Seal:

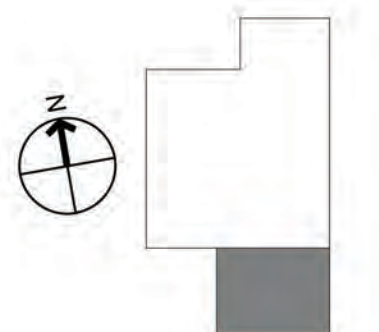


Project:

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
SITE PLAN 09.06.24
APPROVAL
REVISED SITE PLAN 10.04.24
CITY UPDATE 01.22.25
WHEELCHAIR LIFT 10.02.25

Drawn by:
DCM, JPM

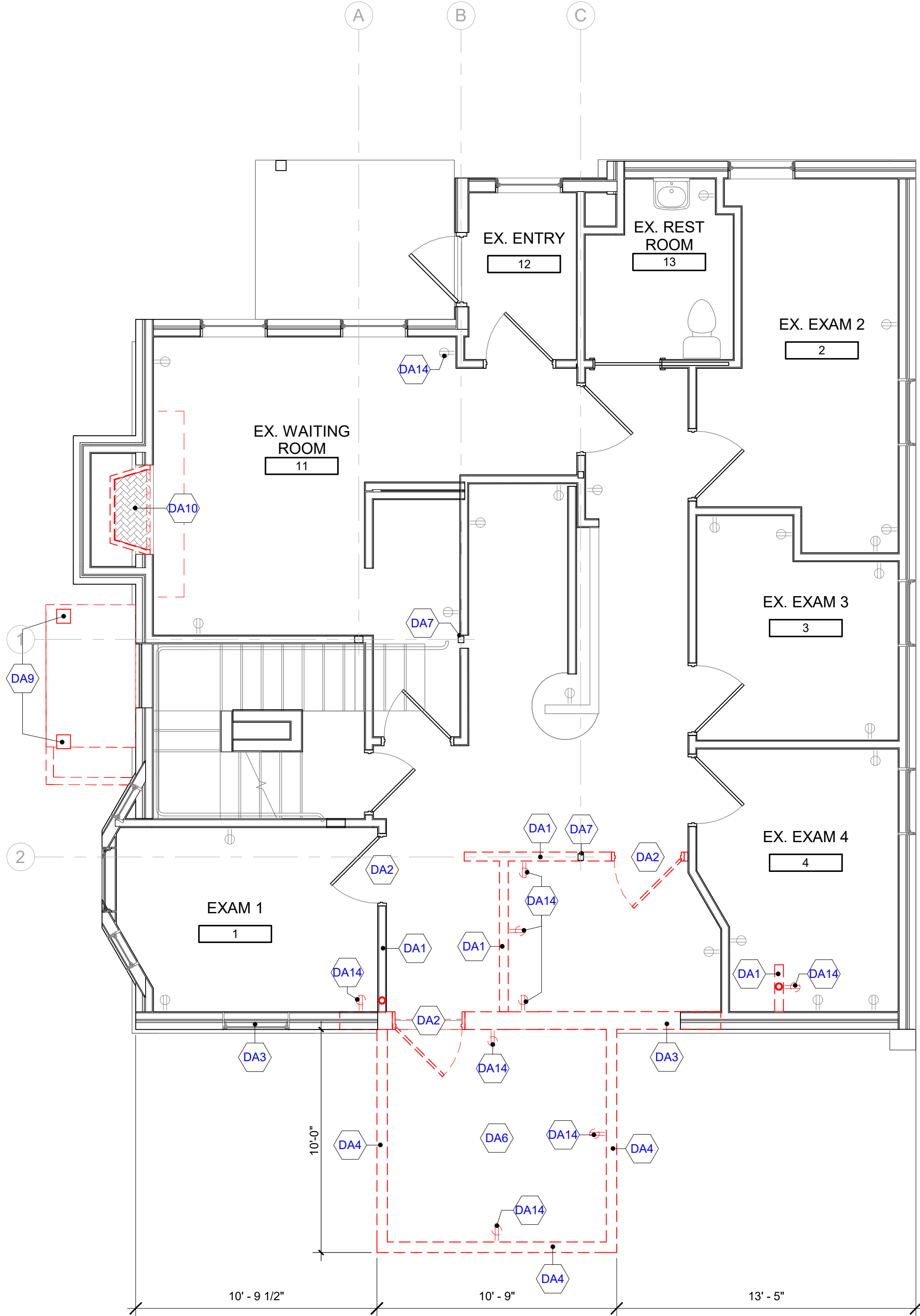
Checked by:
JAV

Sheet Title:
COVER SHEET, GENERAL
INFORMATION, DRAWING
INDEX

Project No.:
2021.169

Sheet No.:
G001

KEYNOTE - DEMOLITION LEGEND	
KEYNOTE	KEYNOTE DESCRIPTION
DA1	REMOVE PORTION OF INTERIOR PARTITION WALL. COORDINATE REMOVAL WITH NEW WORK PLAN. PATCH AND REPAIR FLOOR AND CEILINGS AS REQ'D AFTER DEMOLISH IS COMPLETE.
DA2	REMOVE DOOR AND FRAME AND ALL ASSOCIATED ITEMS. INFILL OPENING WITH CONSTRUCTION TO MATCH EXISTING WALL, PROVIDING A WEATHER TIGHT SEAL.
DA3	REMOVE WINDOW AND FRAME AND ALL ASSOCIATED ITEMS. INFILL OPENING WITH CONSTRUCTION TO MATCH EXISTING WALL, PROVIDING A WEATHER TIGHT SEAL.
DA4	COMPLETELY REMOVE EXTERIOR WALL AND ALL ASSOCIATED ITEMS, INCLUDING BUT NOT LIMITED TO WALL FRAMING, INT AND EXT FINISHES, FOUNDATIONS, ELEC ITEMS, ETC. PROVIDE LINTEL AT NEW OPENING TO SUPPORT EXISTING ROOF FRAMING. BACKFILL REMOVED FOUNDATIONS WITH COMPACTED SOIL.
DA6	COMPLETELY REMOVE FLOOR, CEILING AND ROOF IN AREA DENOTED ON PLAN AND ALL ASSOCIATED ITEMS. INCLUDING BUT NOT LIMITED TO FRAMING, INT AND EXT FINISHES, FLOOR, CEILING AND ROOF, ELEC ITEMS, MECH ITEMS, ETC...
DA7	EXISTING BUILDING STRUCTURAL COL. TO REMAIN. PROTECT AS REQUIRED THROUGHOUT CONSTRUCTION. PROVIDE SELECTIVE DEMOLISH IN THIS AREA TO DISCOVER EXIST COL. BURIED IN WALL PRIOR TO WALL REMOVAL.
DA9	REMOVE CANOPY, RAISED SLAB, COLUMNS, AND ASSOCIATED FOUNDATIONS. TAKE CARE NOT TO DAMAGE ROOF CONNECTION AT EXISTING BAY WINDOW AND EXTERIOR WALL.
DA10	EXISTING FIREPLACE, MANTAL, AND TILE HEARTH TO BE REMOVED. INSULATE FIREPLACE OPENING PRIOR TO PATCHING DAMAGED PORTION OF WALL TO MATCH INTERIOR WALL CONDITION.
DA14	REMOVE EXISTING ELECTRICAL OUTLET AND TERMINATE ALL WIRING.



1 FIRST FLOOR DEMO
AD100 1/4" = 1'-0"

- DEMOLITION PLAN NOTES**
- 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.
 - 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".
 - 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.)
 - ALL EQUIPMENT, DOORS, FRAMES, RELATED HARDWARE, AND DESIGNATED ITEMS TO BE SALVAGED SHALL BE REMOVED, PROTECTED FROM DAMAGE, AND STORED FOR REUSE.
 - 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.
 - 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.
 - GENERAL PRECAUTIONS SHALL BE TAKEN AS NECESSARY TO HOLD ALL DISRUPTION, DUST, DIRT, NOISE, AND DEBRIS TO A MINIMUM.
 - 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.
 - 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-ASSEMBLIES ARE COMPLETE, SELF-SUPPORTING AND/OR STABLE.

- DEMOLITION PLAN LEGEND**
- EXISTING**
- EXISTING WOOD STUD PARTITION TO REMAIN
 - EXISTING DOOR TO REMAIN,
 - AREA NOT IN CONTRACT (NIC)
- DEMO**
- DEMO STUD PARTITION
 - DEMO DOOR



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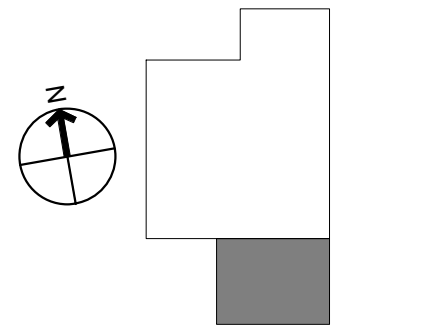
Seal:



Project :
EASTSIDE
DERMATOLOGY

20030 MACK AVE.
GROSSE POINTE
WOODS 48236

Key Plan:

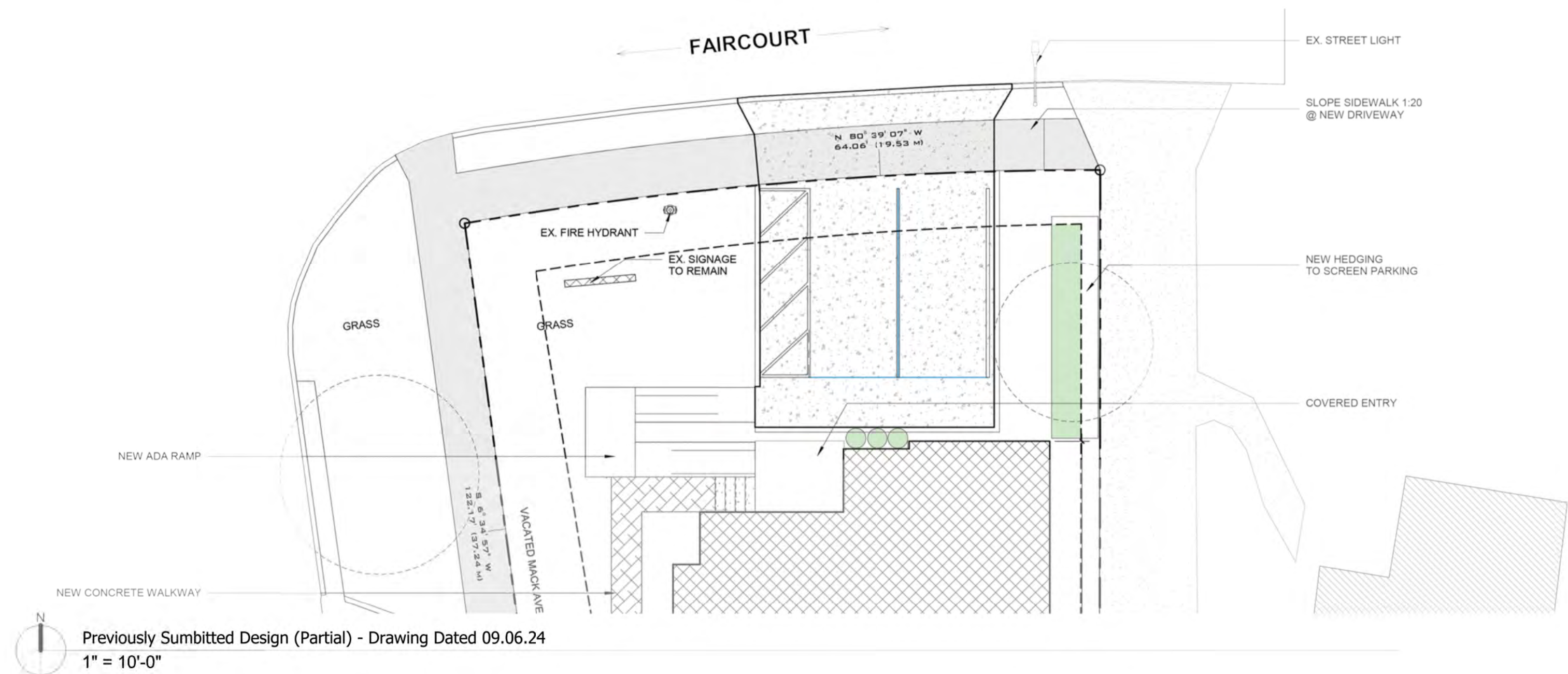


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REVISED SCHEME	07.16.24
SITE PLAN	09.06.24
APPROVAL	
REVISED SITE PLAN	10.04.24
CITY UPDATE	01.22.25

Drawn by :
DCM, JPM
Checked by :
JAV
Sheet Title :
DEMO FLOOR PLAN

Project No. :
2021.169

Sheet No. :
AD100



SITE COVERAGE STATISTICS

AREA - SITE

SITE OVERALL	6,848 SF
AREA - PROPOSED LOT COVERAGE (OVERALL)	
EXISTING BUILDING (TO REMAIN)	1,417 SF
ADDITION (PROPOSED)	430 SF
TOTAL	1,847 SF
LOT COVERAGE	27%

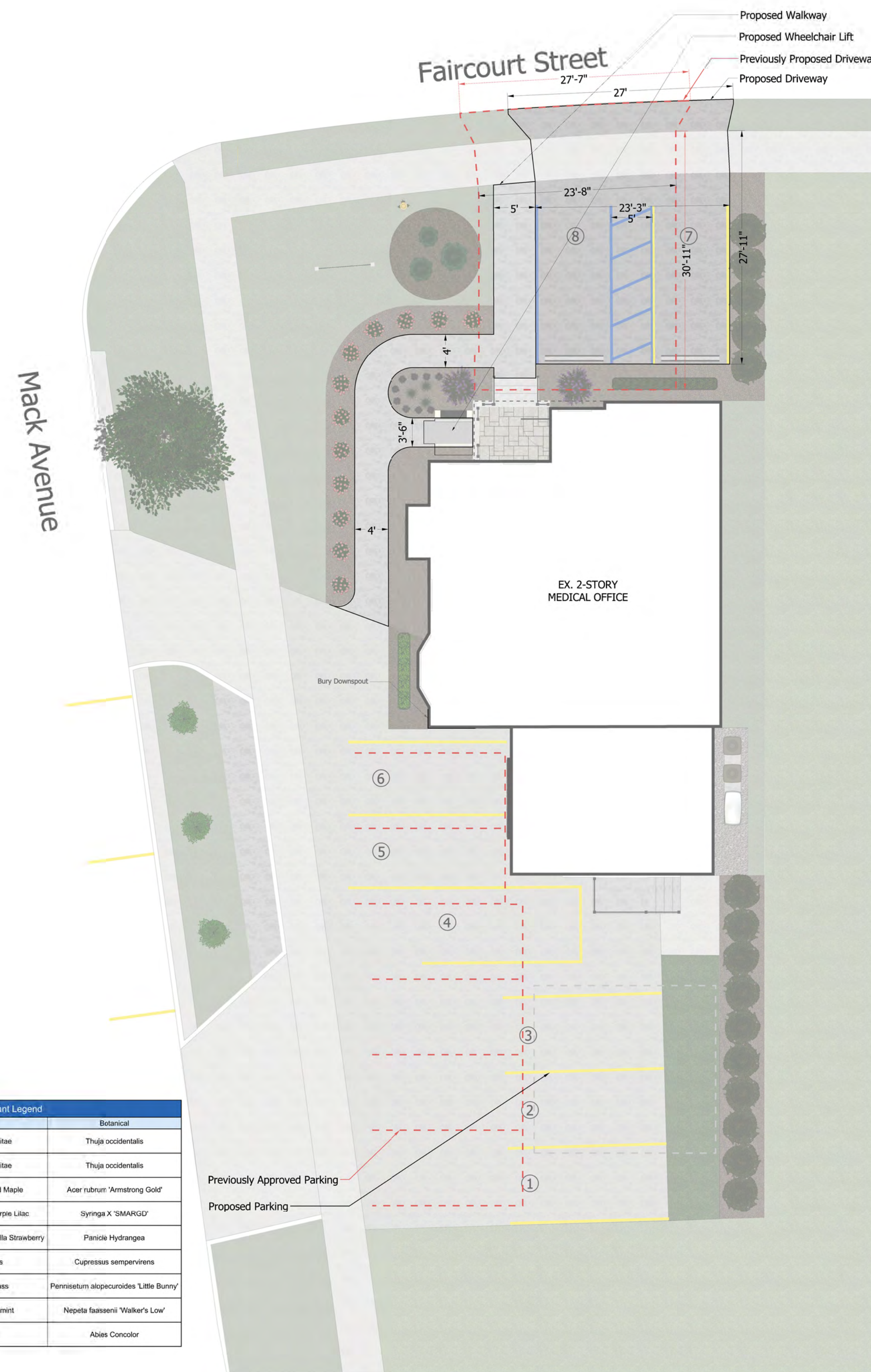
ZONING REQUIREMENTS

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

SITE ADDRESS: 20030 MACK AVE. GROSSE POINTE WOODS MI., 48236
ZONING TYPE: R0-1 RESTRICTED OFFICE
PARCEL NUMBER: 012 04 0026 000

LOT AREA (MIN)	REQUIRED	PROPOSED
LOT WIDTH (MIN)	= NONE	= 6,948 SF (EXISTING)
LOT DEPTH (MIN)	= NONE	= 60 FT (EXISTING)
LOT COVERAGE (MAX)	= 100 FT	= 140 FT (EXISTING)
	= 40%	= 25.64%
REQUIRED YARDS		
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	= 24 FT. 2-STORIES (EXISTING)
BUILDING HEIGHT	= 28 FT / 2-STORIES	

PARKING REQUIREMENTS 50-5.3		
OFF-STREET LOADING 0-2,600SF	= NONE	= 0 SPACES
OFF-STREET PARKING SPACES	= 7 SPACES REQ'D	= 6 SPACES PROVIDED OFF-STREET + 2 METERED STREET SPACES (EXISTING UNCHANGED)



Plant Legend			
Symbol	Qty	Common	Botanical
	5	American Arborvitae	Thuja occidentalis
	10	American Arborvitae	Thuja occidentalis
	3	Armstrong Gold Red Maple	Acer rubrum 'Armstrong Gold'
	2	Blooming Dwarf Purple Lilac	Syringa X 'SMARKGL'
	15	Hydrangea paniculata Vanilla Strawberry	Panicle Hydrangea
	3	Italian Cypress	Cupressus sempervirens
	3	Little Bunny Grass	Pennisetum alopecuroides 'Little Bunny'
	9	Walker's Low Catmint	Nepeta faassenii 'Walker's Low'
	3	White Fir	Abies Concolor



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Lucia Landscaping Inc.
28279 Groesbeck Hwy
Roseville, MI 48066
LuciaLandscaping.com
586-445-8900

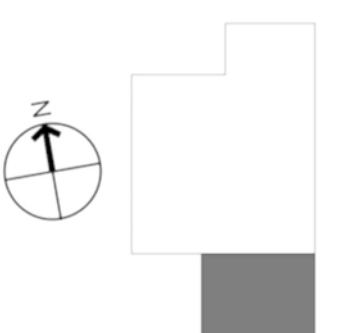
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Project :

EASTSIDE
DERMATOLOGY

20030 MACK AVE.
GROSSE POINTE
WOODS 48236

Key Plan:



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WHEELCHAIR LIFT	10.02.25

Drawn by :

Michael Derry

Checked by :

Kenito Morimanno

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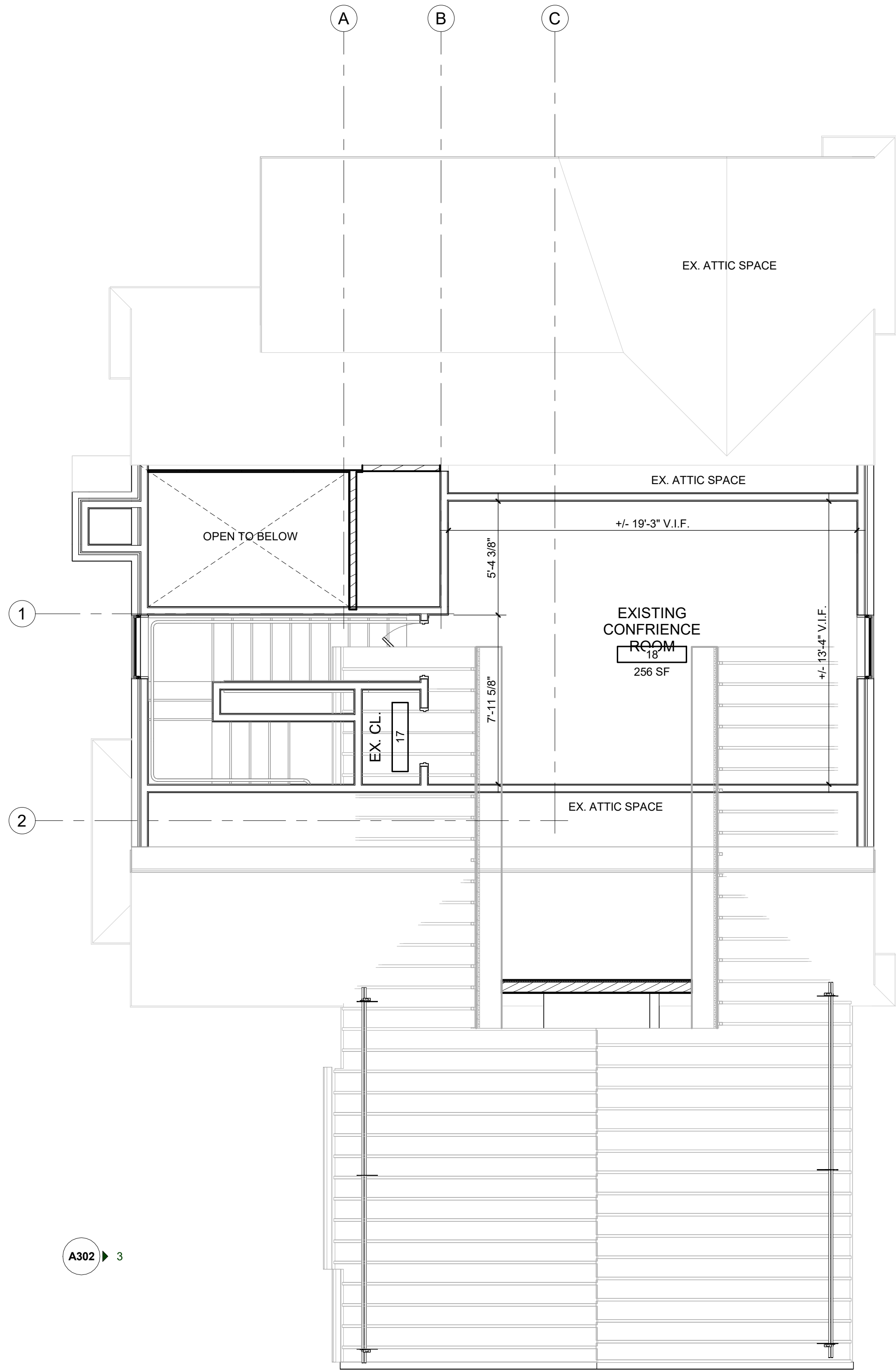
ARCHITECTURAL SITE PLAN

Project No. :

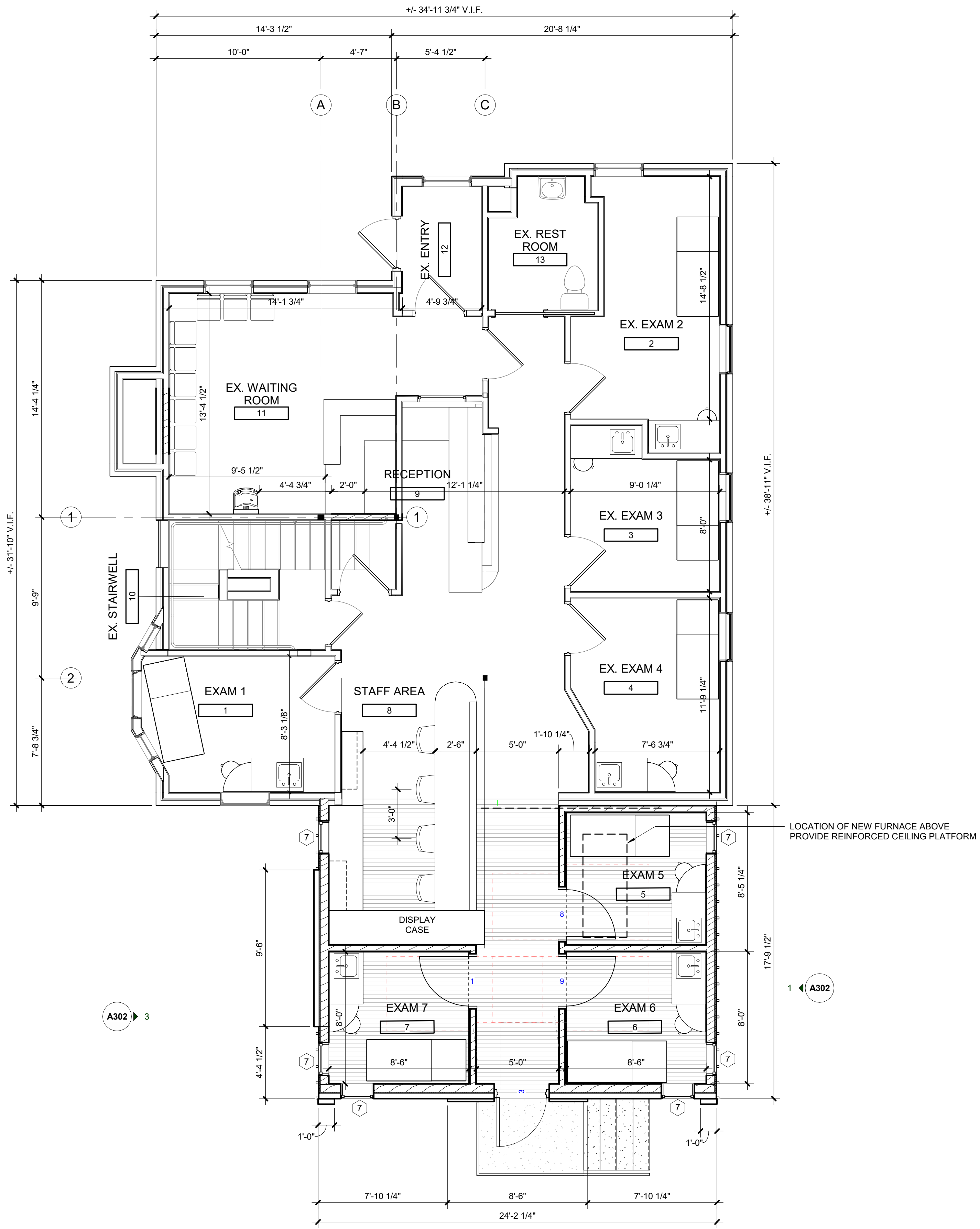
2021.169

Sheet No. :

A001



2 SECOND FLOOR
A011 1/4" = 1'-0"



1 FIRST FLOOR
A011 1/4" = 1'-0"



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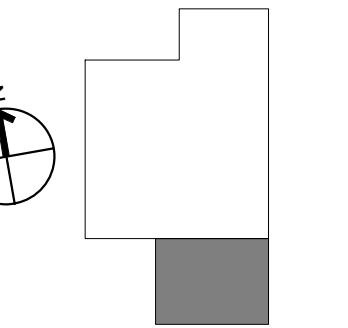
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Project :
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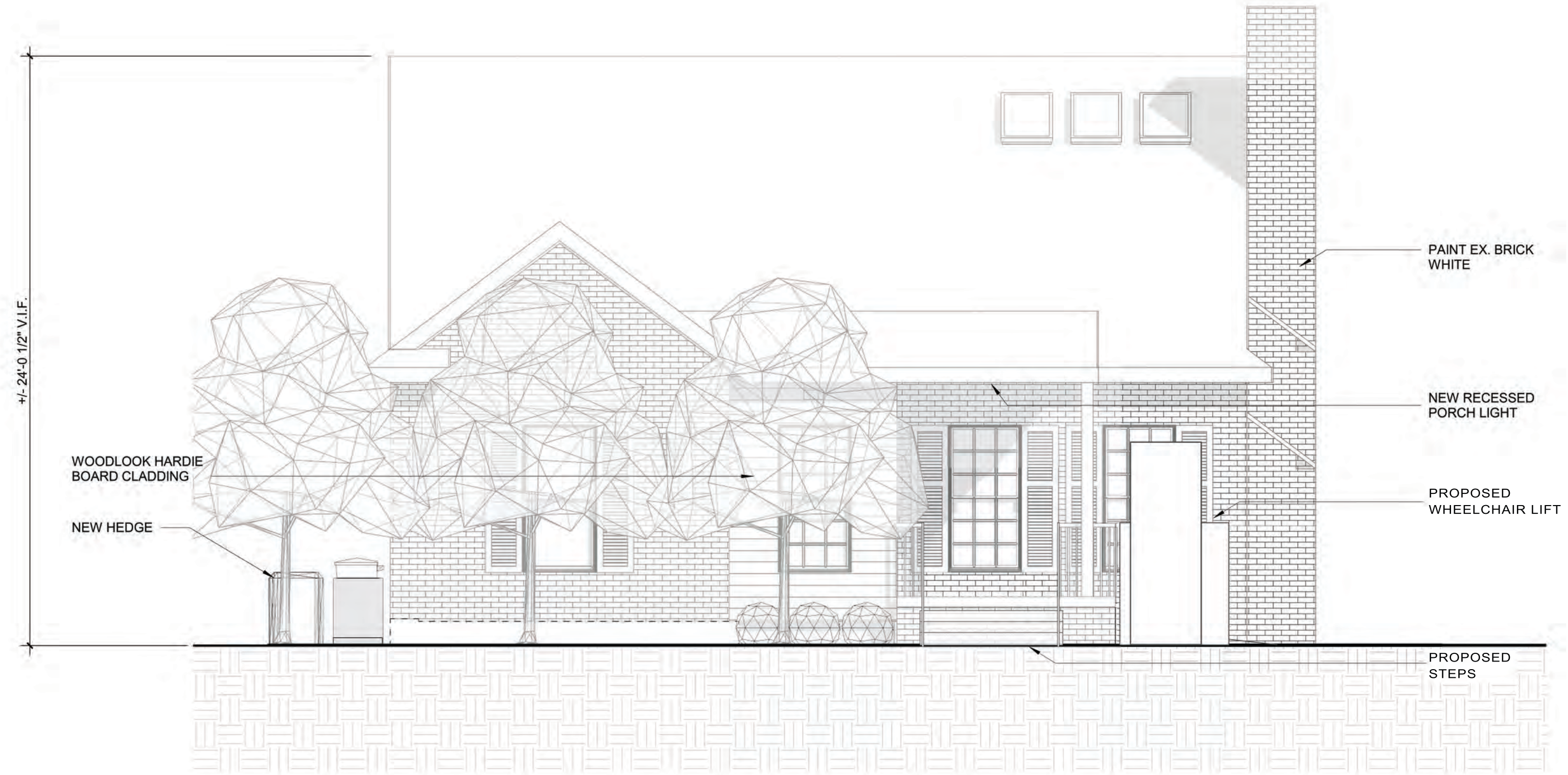


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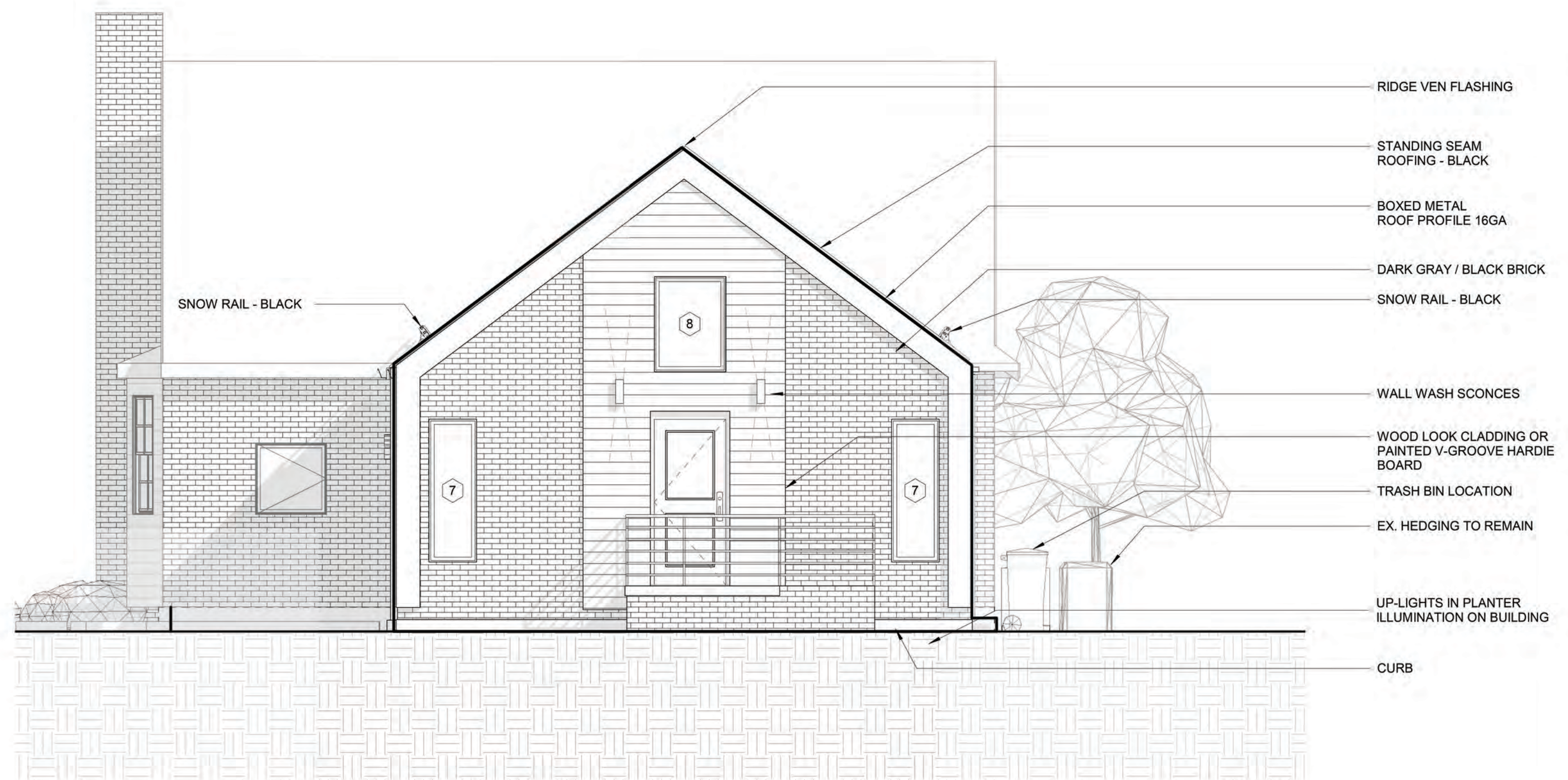
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JAV
Sheet Title :
FLOOR PLANS

Project No. :
2021.169

Sheet No. :
A011



1 NORTH ELEVATION
A301 1/4" = 1'-0"



2 SOUTH ELEVATION
A301 1/4" = 1'-0"



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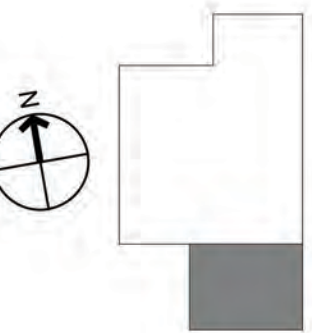


Project :

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DERMATOLOGY

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Key Plan:



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Drawn by :

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JV

Sheet Title :

EXTERIOR ELEVATIONS N/S

Project No. :

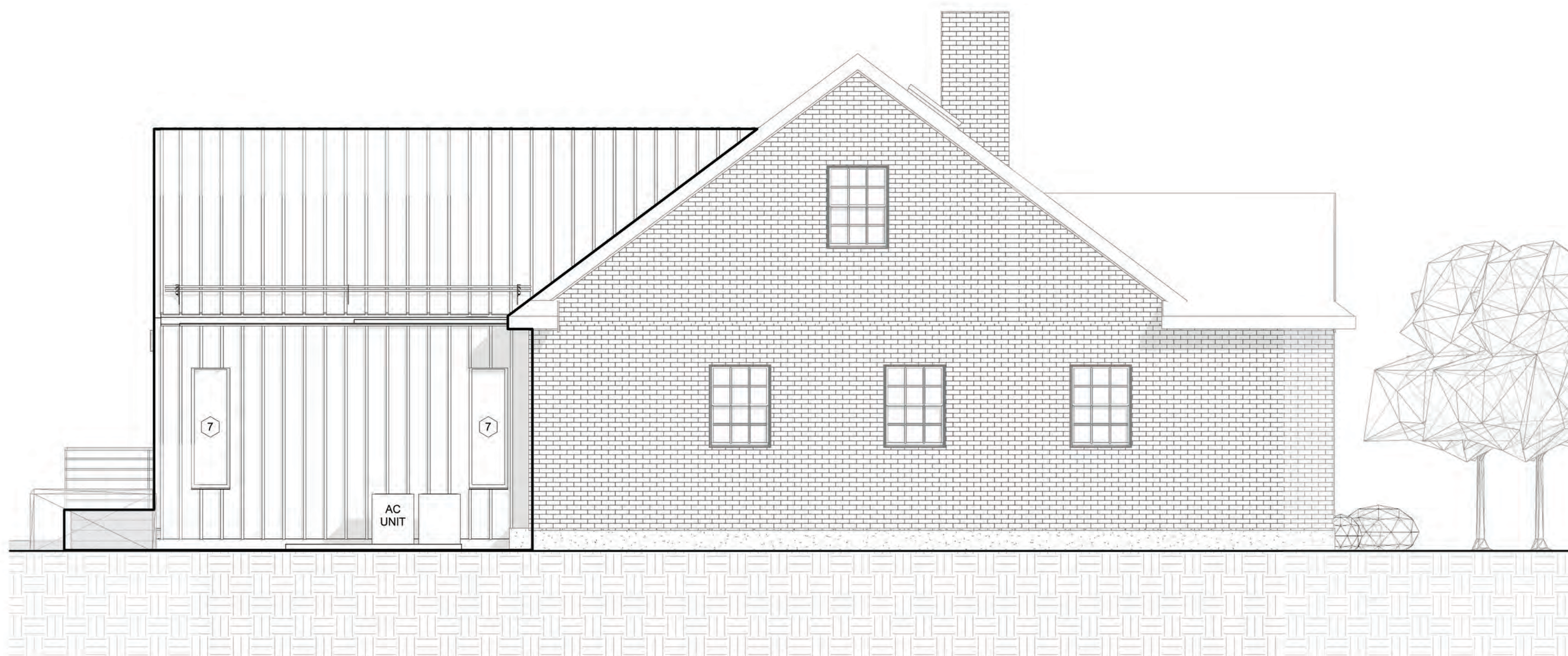
2021.169

Sheet No. :

A301



3 WEST ELEVATION
A302 1/4" = 1'-0"



1 EAST ELEVATION
A302 1/4" = 1'-0"



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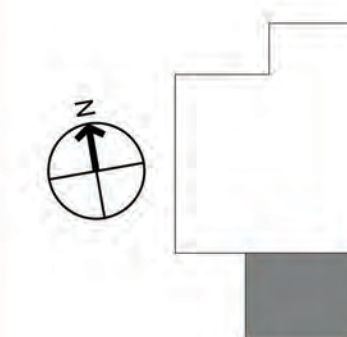


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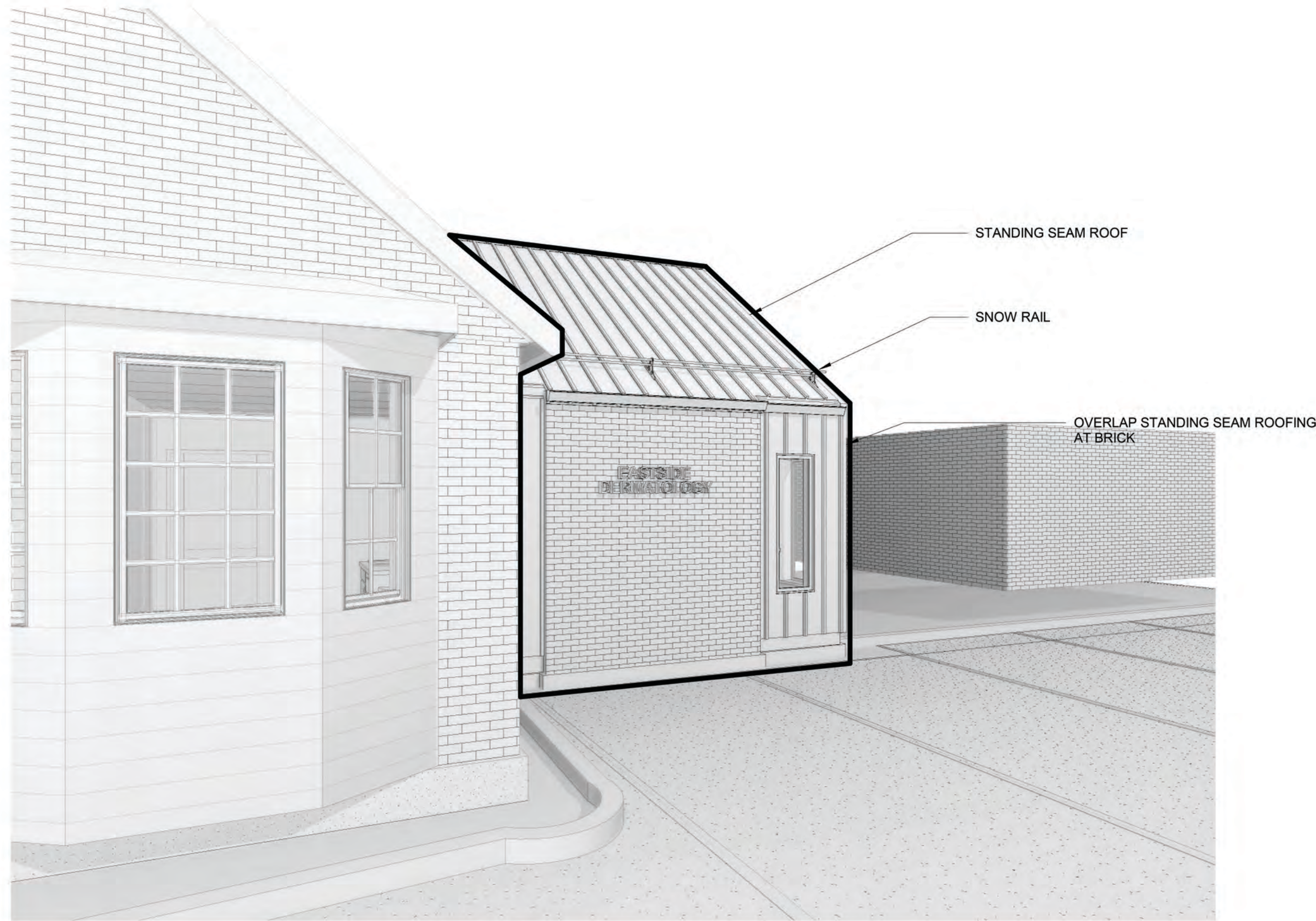
EXTERIOR ELEVATIONS E/W

Project No. :

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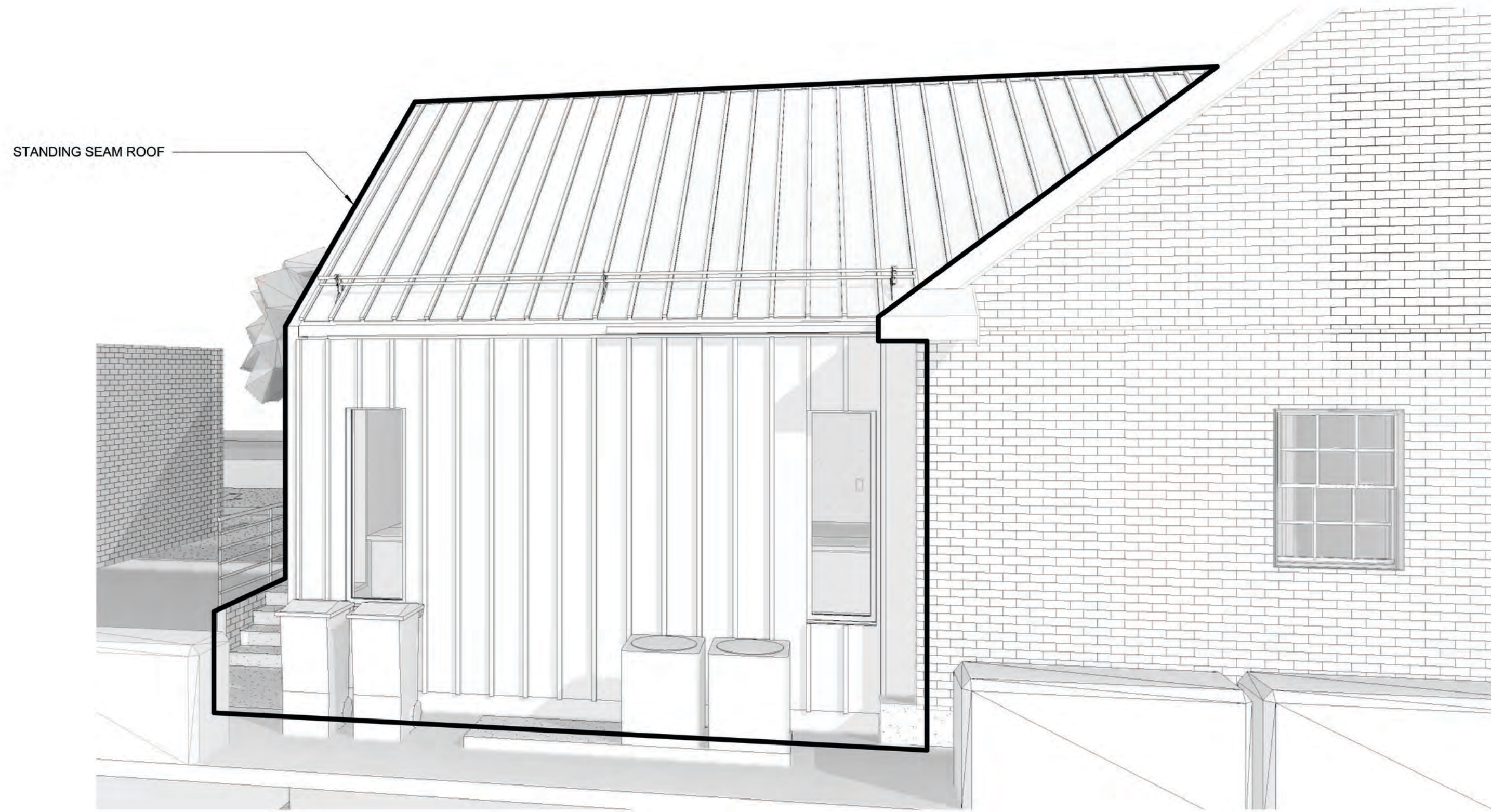
Sheet No. :

A302



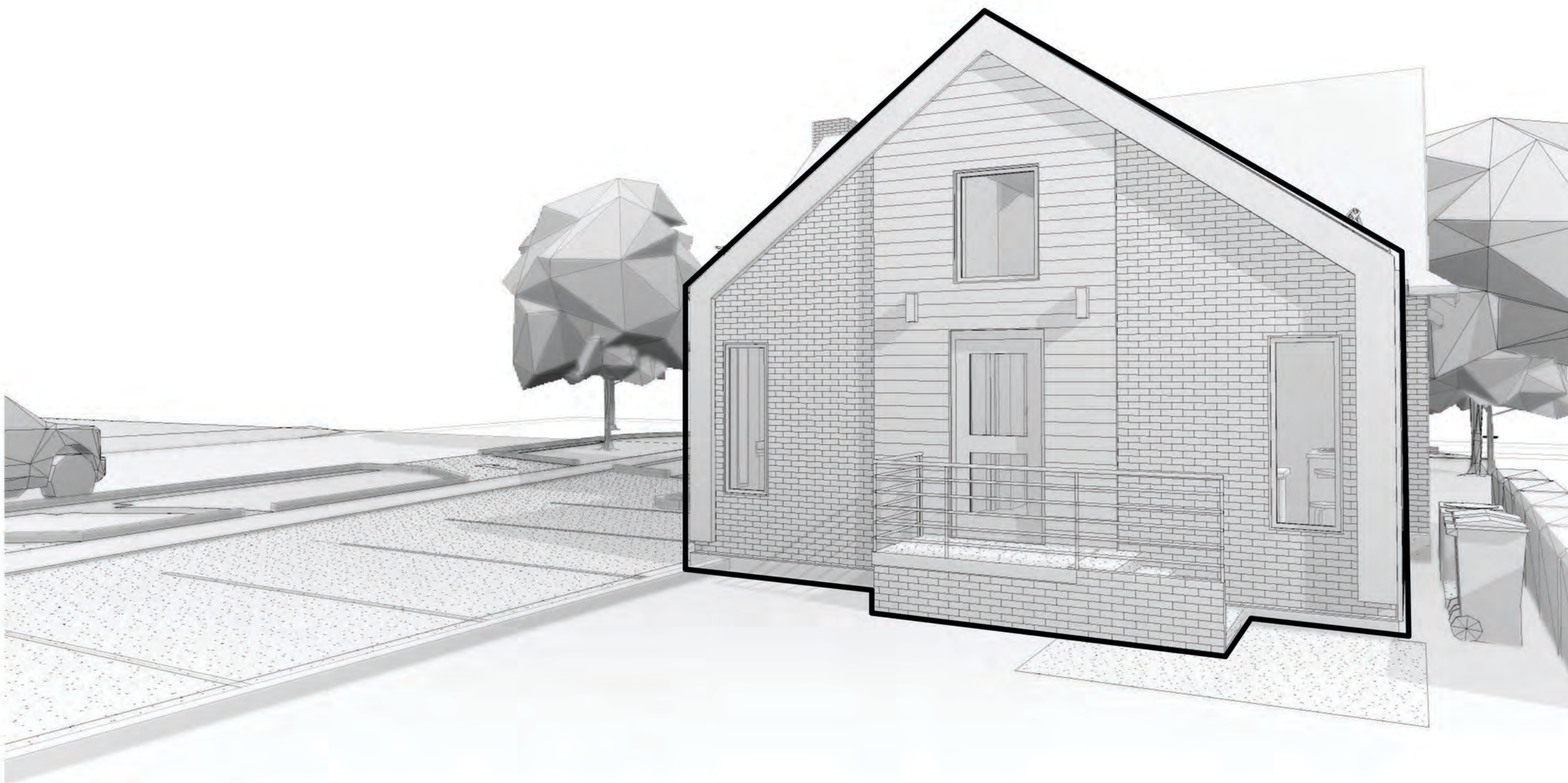
AXON VIEW - ADDITION
EMERGENCY EXIT

4
A311



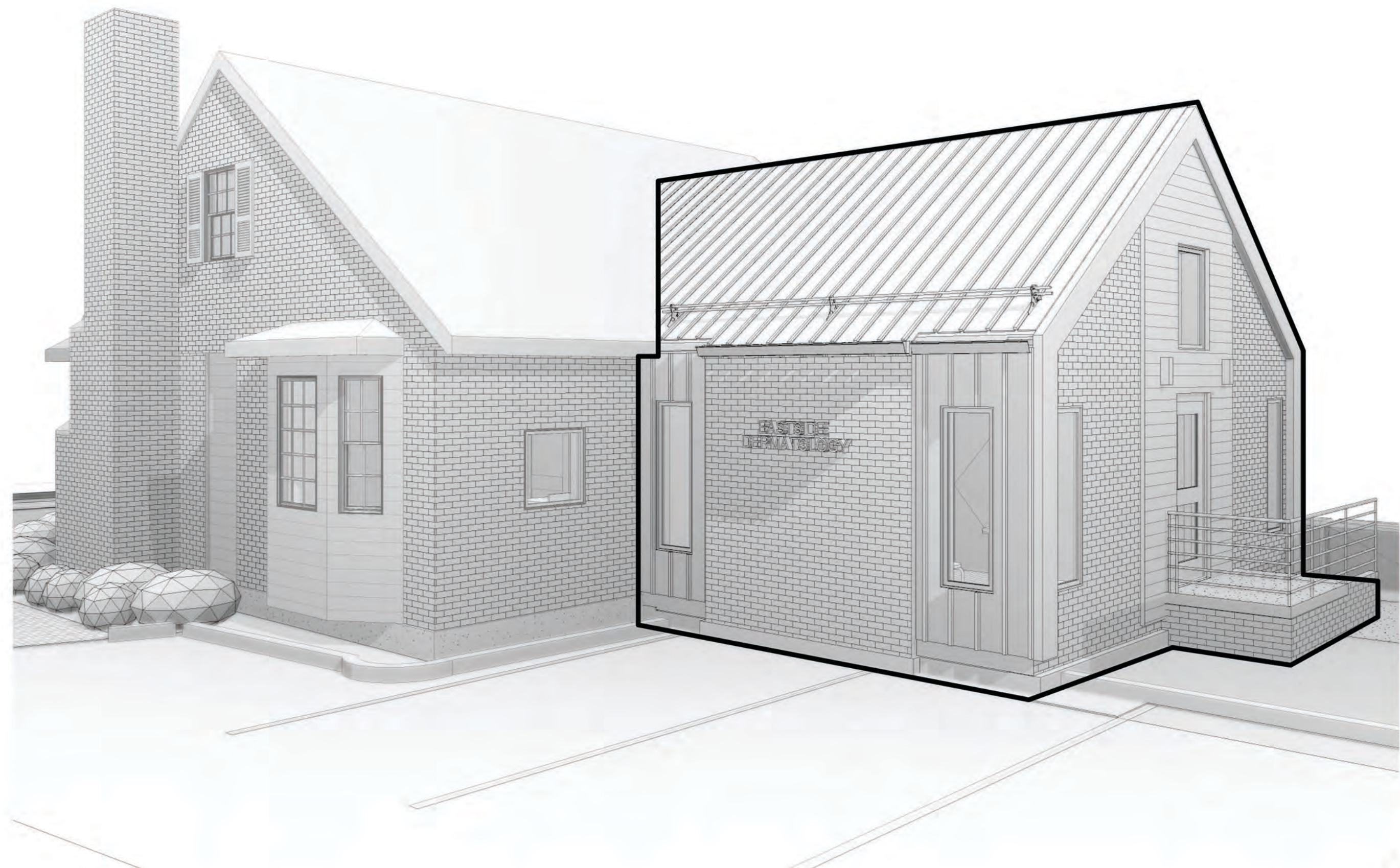
AXON VIEW - EAST SIDE

2
A311



AXON VIEW - SOUTH SIDE

3
A311



AXON VIEW - WEST SIDE

1
A311



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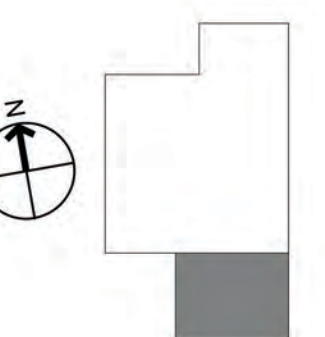


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Drawn by :

DCM, JPM

Checked by :

JAV

Sheet Title :

EXTERIOR 3D VIEWS

Project No. :

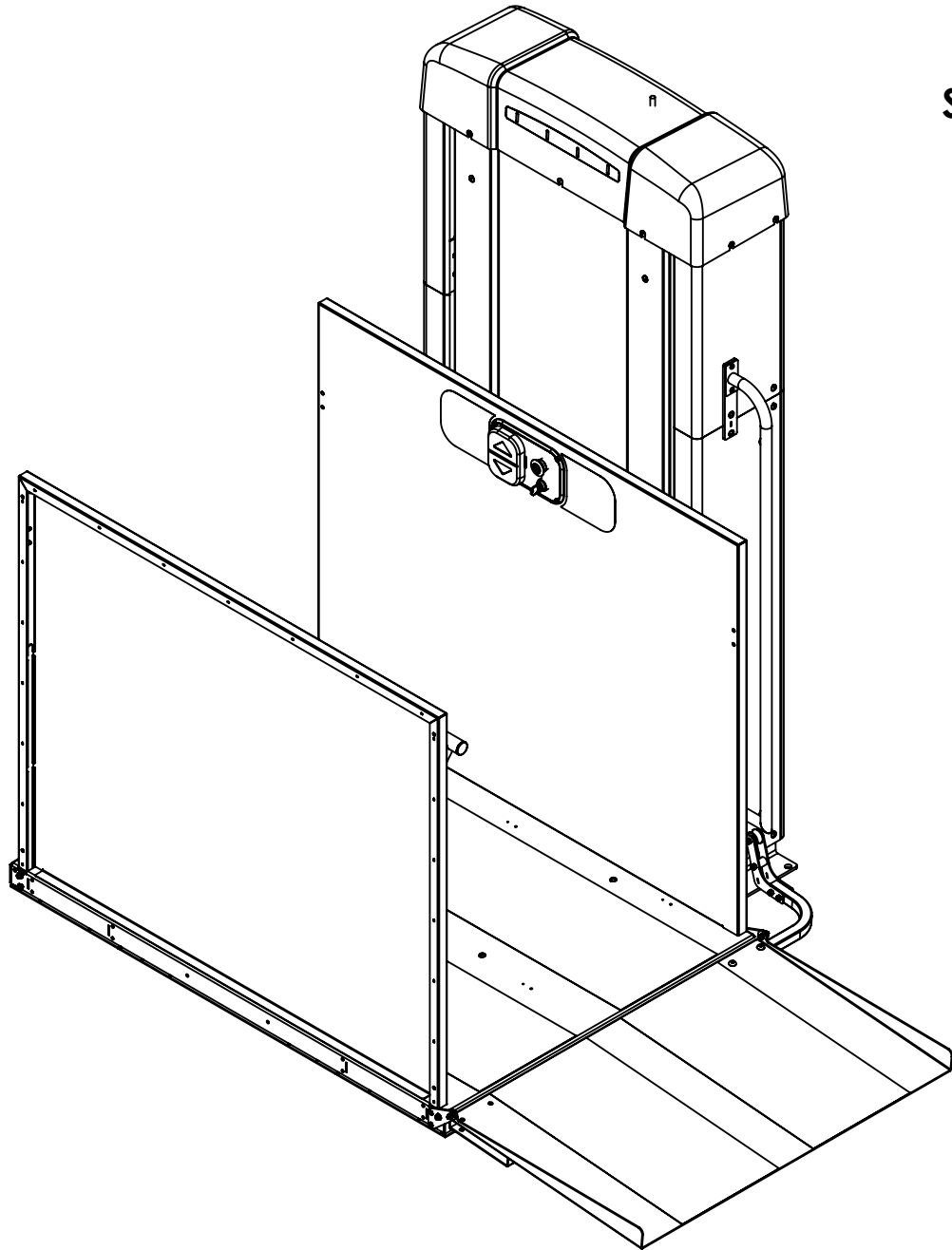
2021.169

Sheet No. :

A311

TYPICAL DRAWING
VPL UNENCLOSED NO PIT
STRAIGHT THRU PLATFORM

REVISIONS				
REV.	DESCRIPTION	BY	CHK	DATE
A	INITIAL RELEASE, ECO-005013	CJP	DN	16APR20



PRODUCT SPECIFICATIONS

RATED LOAD:	750 LBS (340 KG) MAXIMUM
INPUT POWER SOURCE:	1 110-120 VAC, 20 AMP, 60 HZ DEDICATED SERVICE
-AC POWERED UNIT:	BASE 2X 12 V BATTERIES (NOT AVAILABLE FOR VPL800-1400)
-OPT BATTERY BACKUP UNIT:	PLUS 4X 12 V BATTERIES
DRIVE:	2/3 HP, 26:1 GEARMOTOR W/BRAKE, 90 VDC,
-AC POWERED UNIT:	INTERMITTENT DUTY, CLASS H
DRIVE:	1" DIAMETER, 0.1" PITCH, 10 START ACME SCREW (1" LEAD)
LIFT SPEED:	7-10 FEET/MINUTE
SAFETY:	MOTOR FRICTION BRAKE AND ELECTRIC BRAKE, OVERSPEED GOVERNOR, BACKUP ACME NUT, SAFETY PAN, E-STOP, OVERLOAD SENSING, OVER TEMPERATURE SENSING, PERFORMANCE MONITORING, BATTERY MONITORING (ON BATTERY BACKUP UNITS)

SPECIFICATIONS SUBJECT TO CHANGE WITH OR WITHOUT NOTICE.

DESIGN AND REGULATORY REQUIREMENTS

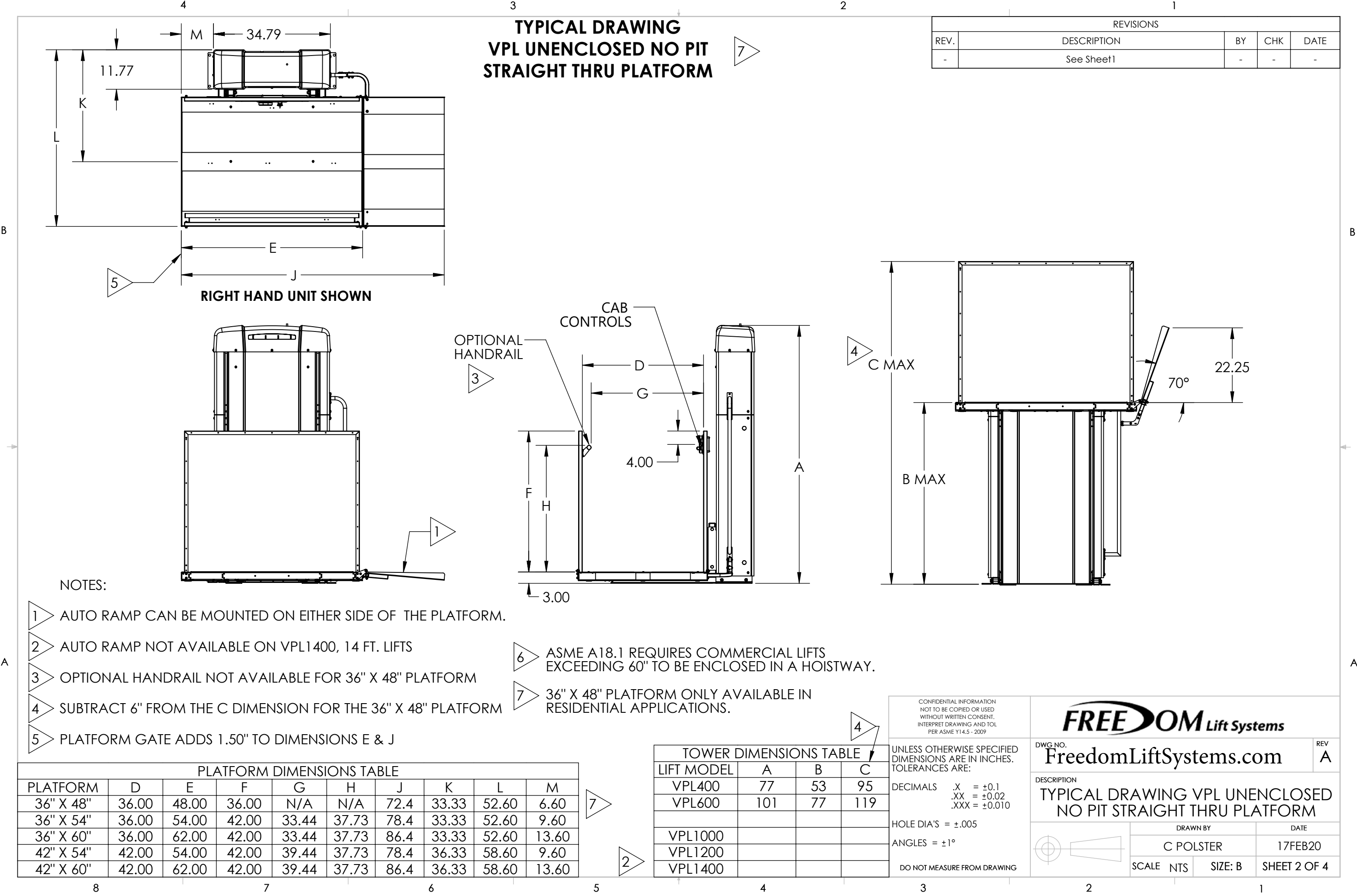
USA FOOD & DRUG ADMINISTRATION: CLASS II, 510(K) EXEMPT FILE NO. 890.3930, PRODUCT CODE: PCE

- DESIGNED IN COMPLIANCE WITH THE FOLLOWING CODES:
- ASME A18.1 SAFETY STANDARD FOR PLATFORM LIFTS AND STAIRWAY CHAIRLIFTS (SECTIONS 2 AND 5)
 - CSA B44.1/ASME A17.5 ELEVATOR AND ESCALATOR ELECTRICAL EQUIPMENT
 - ICC ANSI A117.1 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES
 - NFPA 70 NATIONAL FIRE PROTECTION AGENCY - NATIONAL ELECTRICAL CODE
 - ETL CERTIFIED - CONTROL NUMBER 3148125

FDA INDICATION OF USE STATEMENT

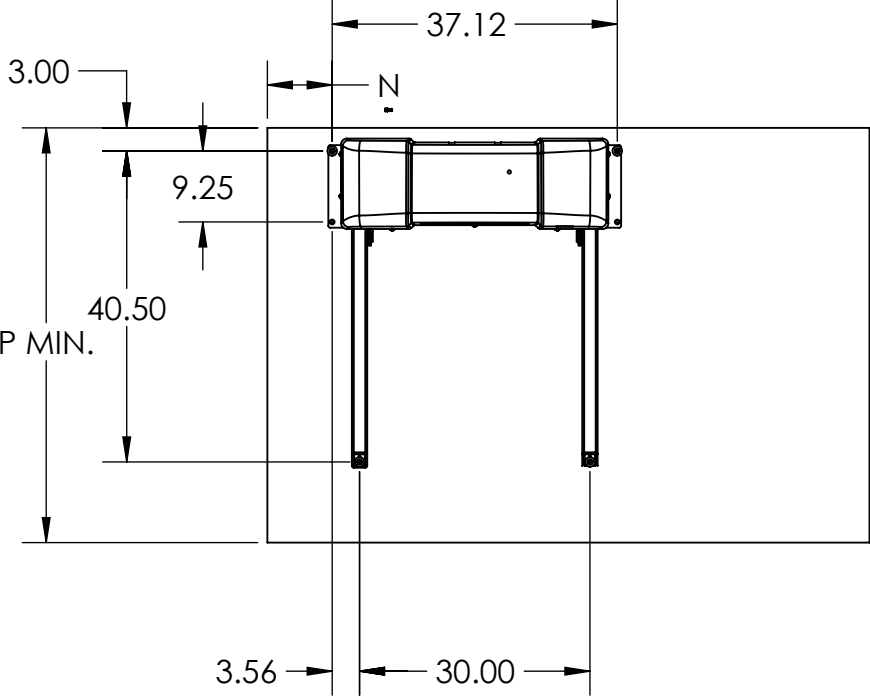
THE HIGHLANDER II VERTICAL PLATFORM LIFT IS TO ASSIST IN THE TRANSFER OF PATIENTS OR A MOBILITY IMPAIRED PERSON, UP AND DOWN BETWEEN LEVELS OF A RESIDENTIAL OR COMMERCIAL FACILITY.

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UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES. TOLERANCES ARE:		DWG NO.	REV
DECIMALS .X = ±0.1 .XX = ±0.02 .XXX = ±0.010		ENG-000840	A
HOLE DIA'S = ±.005 ANGLES = ±1°		DESCRIPTION TYPICAL DRAWING VPL UNENCLOSED NO PIT STRAIGHT THRU PLATFORM	
DO NOT MEASURE FROM DRAWING		DRAWN BY C POLSTER	
		DATE 17FEB20	
		SCALE NTS	SHEET 1 OF 4

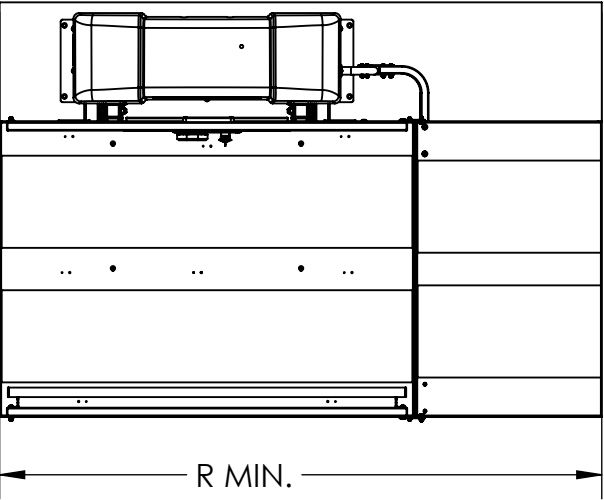


TYPICAL DRAWING
VPL UNENCLOSED NO PIT
STRAIGHT THRU PLATFORM

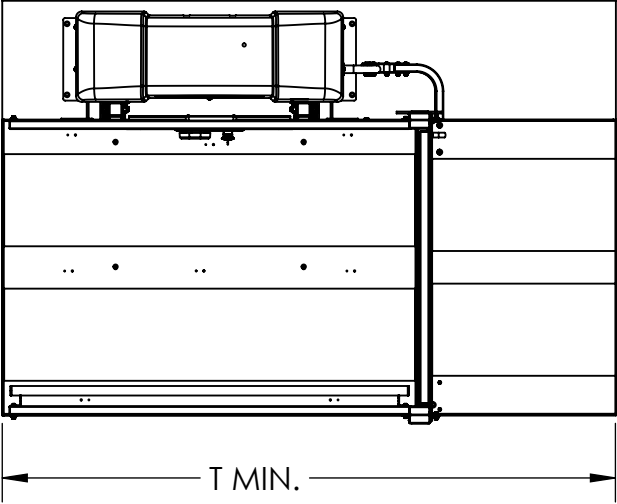
REVISIONS				
REV.	DESCRIPTION	BY	CHK	DATE
-	See Sheet1	-	-	-



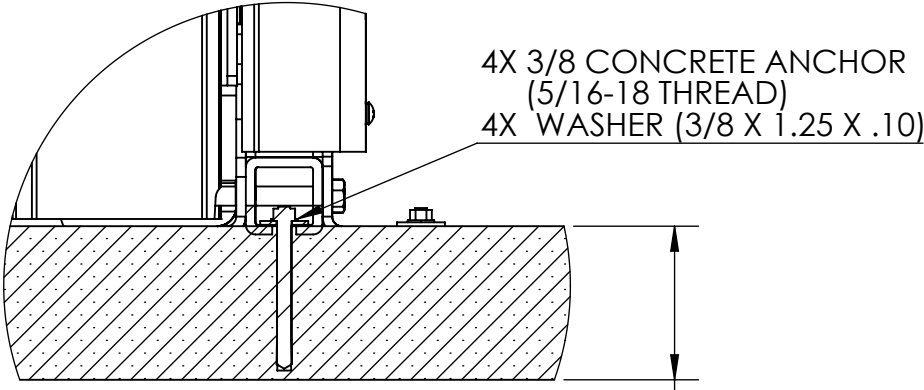
CONCRETE PAD DETAIL



LIFT WITH AUTO RAMP



LIFT WITH GATE AND AUTO RAMP



SECTION VIEW
OF CONCRETE ANCHOR
(NOT TO SCALE)

4.00 MIN
3500 PSI REINFORCED CONCRETE RECOMMENDED

PAD DIMENSIONS (MINIMUM)				
PLATFORM	N	P	R	T
36" X 48"	5.44	54.00	72.4	73.9
36" X 54"	8.44	54.00	78.4	79.9
36" X 60"	12.44	54.00	86.4	87.9
42" X 54"	8.44	60.00	78.4	79.9
42" X 60"	12.44	60.00	86.4	87.9

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PER ASME Y14.5 - 2009

UNLESS OTHERWISE SPECIFIED
DIMENSIONS ARE IN INCHES.
TOLERANCES ARE:

DECIMALS .X = ±0.1
 .XX = ±0.02
 .XXX = ±0.010

HOLE DIA'S = ±.005
ANGLES = ±1°

DO NOT MEASURE FROM DRAWING

DWG NO.
ENG-000840

REV
A

DESCRIPTION
**TYPICAL DRAWING VPL UNENCLOSED
NO PIT STRAIGHT THRU PLATFORM**

DRAWN BY
C POLSTER

DATE
17FEB20

SCALE NTS

SIZE: B

SHEET 3 OF 4

TYPICAL DRAWING
VPL UNENCLOSED NO PIT
STRAIGHT THRU PLATFORM

REVISIONS				
REV.	DESCRIPTION	BY	CHK	DATE
-	See Sheet1	-	-	-

Site Construction Details

Electrical Requirements:
Check NFPA 70 and all applicable codes for all electrical and wiring requirements.

Platform Pathway Requirements:
Ensure the platform pathway is sufficiently illuminated, clear of any electrical conduit and wireways and there is sufficient headroom clearance (minimum of 79"-2007mm) per ASME A18.1 throughout floor-to-floor travel.

Floor Recommendations:
A 4" (102mm) thick, 3500 PSI minimum compressive strength, reinforced concrete pad is recommended. Refer to sheet 3 for minimum pad dimensions.

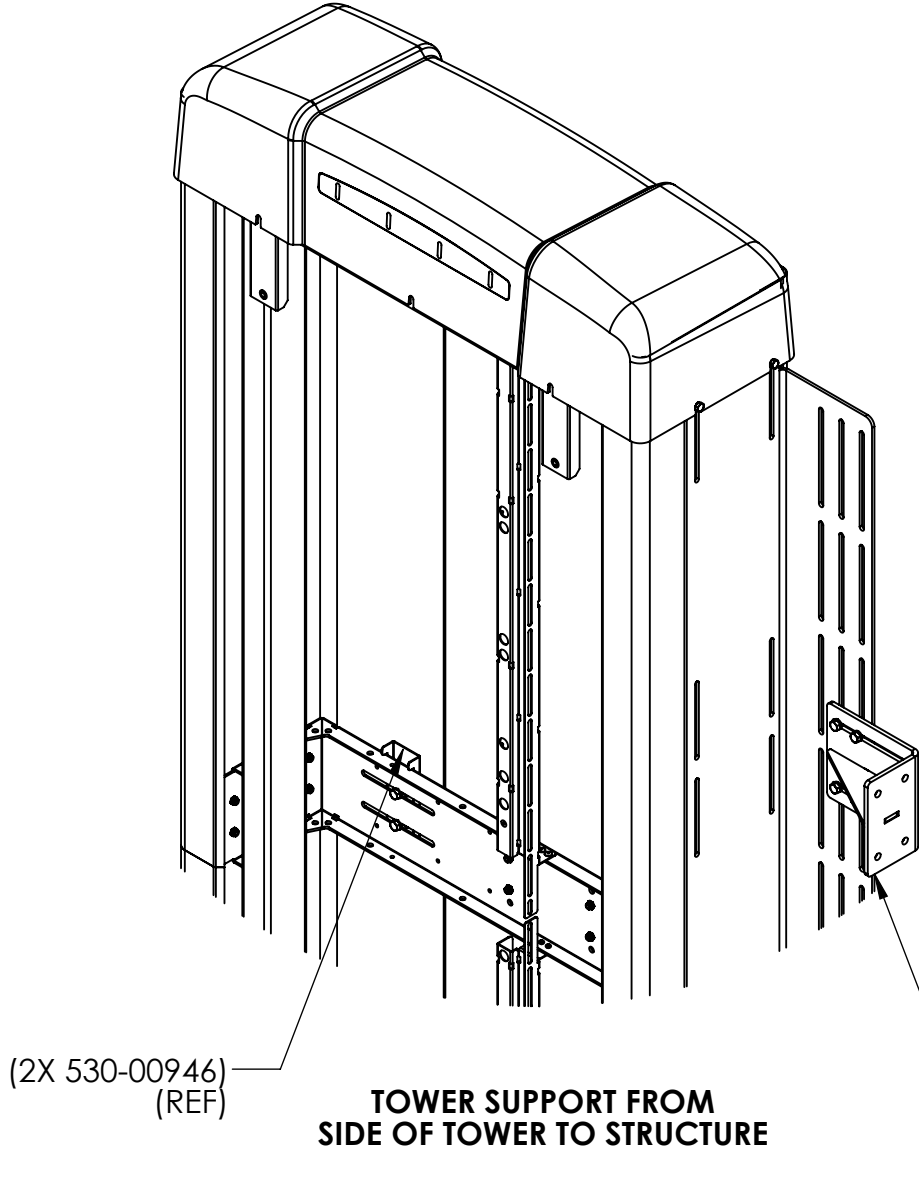
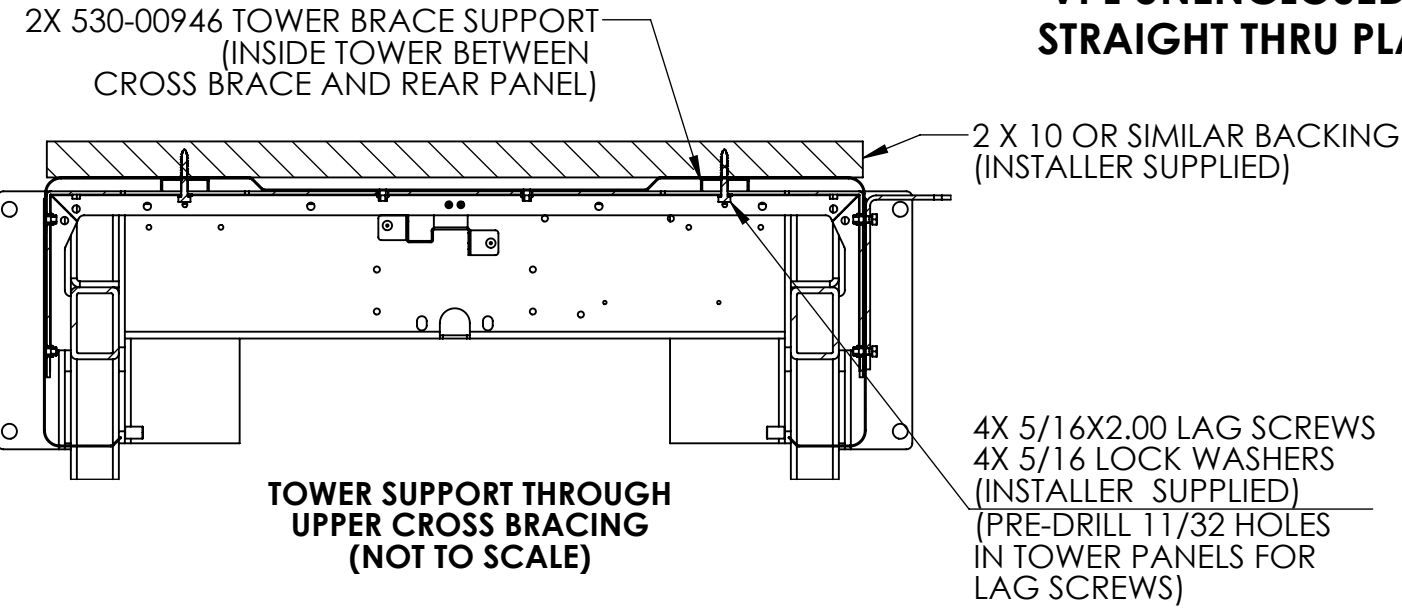
Tower Floor Anchoring:
VPL must be fastened to concrete pad using a minimum of four (4) 3/8" (5/16" bolt) x minimum 2-1/2" long concrete anchors suitable for the environment. Refer to Pad Details on sheet 3 for mounting hole locations. Follow selected concrete anchor manufacturer's guidelines and all applicable codes.

Tower Support:
Tower support is not required on lifts with travel under 8 feet. Lifts with travel of 8 feet or more are required to be supported appropriately. See views at left or installation manual for more details.

Top Landing Gate Attachment:
Refer to landing gate detail pages.

Platform to Top of Landing Sill Clearance:
ASME A18.1code stipulates the platform-to-sill clearance at the upper landing shall not be less than 3/8" (9.5mm) nor exceed 3/4" (19.1mm). Follow all applicable codes.

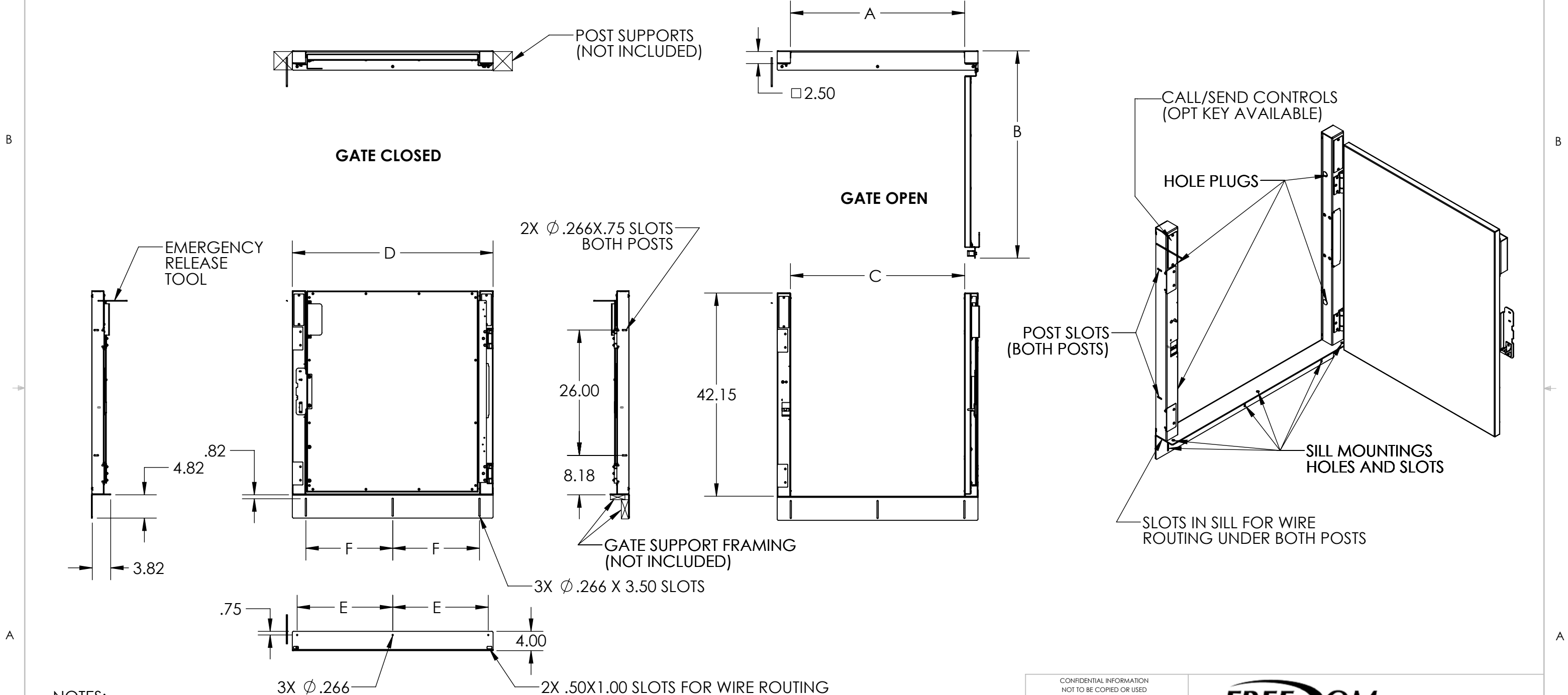
Fascia Wall Requirements:
ASME A18.1code stipulates that fascia should be smooth and/or non-perforated that guards the full length and width of the platform. The fascia shall be securely fastened from the upper landing sill down to ground level. The fascia must be able to support a 125-pound side load over any 4-inch square area. Follow all applicable codes.



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	DWG NO.	ENG-000840
	DESCRIPTION	TYPICAL DRAWING VPL UNENCLOSED NO PIT STRAIGHT THRU PLATFORM
	REV	A
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES. TOLERANCES ARE: DECIMALS .X = ±0.1 .XX = ±0.02 .XXX = ±0.010 HOLE DIA'S = ±.005 ANGLES = ±1° DO NOT MEASURE FROM DRAWING	DRAWN BY	
	C POLSTER	
	DATE	
	17FEB20	
	SCALE	NTS
	SIZE: B	SHEET 4 OF 4

TYPICAL DRAWING
LANDING GATES

REVISIONS				
REV.	DESCRIPTION	BY	CHK	DATE
A	INITIAL RELEASE, ECO-005013	CJP	DN	16APR20



- NOTES:
- 1 LEFT HAND LANDING GATE SHOWN, RIGHT HAND LANDING GATE MIRRORED. LANDING GATE IS FIELD CONVERTIBLE, IF INTERLOCK IS REPLACED.
 - 2 APPROPRIATE LANDING GATE SUPPORT FRAMING REQUIRED

LANDING GATE DIMENSIONS TABLE						
GATE WIDTH	A	B	C	D	E	F
36" WIDE	36.13	42.99	36.12	41.62	19.81	18.00
42" WIDE	42.13	48.99	42.12	47.62	22.81	21.00

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UNLESS OTHERWISE SPECIFIED
DIMENSIONS ARE IN INCHES.
TOLERANCES ARE:

DECIMALS .X = $\pm .1$
.XX = ± 0.02
.XXX = ± 0.010

ANGLES = $\pm 1^\circ$
HOLES = $\pm .005$

DO NOT MEASURE FROM DRAWING

FREEOM Lift Systems

DWG NO. **ENG-000847** REV **A**

DESCRIPTION
**TYPICAL DRAWINGS
LANDING GATES**

DRAWN BY **C POLSTER** DATE **17FEB20**

SCALE **NTS** SIZE: **B** SHEET **1 OF 1**



Memorandum

Project Name: Lola's Taco Bar: Site Plan Amendment: Walk Up-Window
Address / Parcel ID: 20195 Mack Avenue / 40-011-01-155-400
Zoning District: C, Commercial Business
From: Laura Haw, AICP, NCI and Ashley Jankowski, AICP
Date: October 23, 2025

PROJECT BACKGROUND

In 2024, Lola's Taco Bar received both Special Land Use and Site Plan approval from the Planning Commission and City Council for a sit-down restaurant serving alcohol. The approved plans and use were explicitly for an indoor dining establishment with an accessory outdoor patio area.

REVISED PLANS / REQUEST

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. While the walk-up window is proposed to support outdoor patio service, its design encourages walk-up or to-go transactions, which may generate additional noise or litter.

The applicant has provided a narrative for this request, as well as revised building elevations illustrating the walk-up window. Regarding hours of operation, the applicant further states:

"The walk-up window will mirror the restaurant's hours of operation: 10:00 AM – 10:00 PM, daily, consistent with the approved Special Land Use. That said, the window will close earlier if business flow warrants it — particularly during slower evenings or inclement weather. We intend to use it selectively, focused on enhancing daytime and early evening service."

Regarding employee staffing, the applicant further states:

"The walk-up window will not require any additional employees beyond normal restaurant staffing levels. It is designed to increase efficiency, not headcount, as existing staff will handle service through the window as part of normal operations."

Regarding site circulation and service, the applicant further states:

"The window is primarily intended for patio service and quick pick-up. Guests seated on the patio will be able to order and receive food and beverages directly through this window. This ensures it remains a quiet, convenient, controlled extension of our patio and not a separate service outlet."

FINDINGS

After reviewing the walk-up service window, we find that the proposal is not consistent with the previously approved Special Land Use and Site Plan and recommend denial. The introduction of a walk-up service window alters the nature of the approved use by creating a street-facing, take-out-oriented service element.

CITY OF GROSSE POINTE WOODS

BUILDING DEPARTMENT

MEMORANDUM

TO: Planning Commission
FROM: Jeremy Collins, Building Official
DATE: October 23rd, 2025
SUBJECT: 20195 Mack Ave. Lola's Tacos Walk Up Window

Dear Commissioners,

I have reviewed the proposed request to include the "walk-up window" as a permanent fixture at 20195 Mack Ave., Lola's Tacos.

The installed window is in violation of Section 50-4.9 Retail Businesses, A. In C and C-2 districts, retail businesses for local and neighborhood needs are permitted to the following limited extent:

6. Restaurants, lunchrooms and cafeterias and places for the sale of soft drinks, juices, ice cream and nonalcoholic liquors, but excluding drive-thru facilities and places or businesses providing dancing or entertainment and places where food or beverages are dispensed to or served in automobiles parking on private property adjacent to and in connection with such establishments **or are dispensed or served from an outside counter.** A drive-thru facility may be permitted only as an accessory use in combination with a bank or financial institution.

I recommend that the Planning Commission request removal of the walk-up window and that the original approved site plan indicating three (3) stationary windows be followed.

Memo

To: Grosse Pointe Woods Planning Commission

From: Branden McRill, Owner/Operator – Lola's Taco Bar

Date: 10.01.2025

Subject: Intended Use of Walk-Up Window – 20195 Mack Avenue

Dear Members of the Planning Commission,

I am writing to provide clarity on the intended use of the walk-up window at Lola's Taco Bar, located at 20195 Mack Avenue, and to outline how this feature benefits both the community and the ongoing revitalization of Mack Avenue.

Purpose of the Walk-Up Window

The window was designed as a direct connection between our restaurant and our outdoor patio space, offering guests a convenient way to order food and beverages in a manner consistent with the Grosse Pointe Woods Social District initiative. The Social District has proven to be an important driver of community engagement and commerce by encouraging visitors to stroll Mack Avenue, patronize multiple businesses, and spend more time within the corridor.

Benefits to the Community and Local Businesses

- Supports the Social District vision: The walk-up window makes it easy for guests to participate in the Social District by purchasing food and beverages to enjoy responsibly while visiting other retail shops along Mack Avenue.
- Drives economic activity: By increasing foot traffic, we create spillover benefits for neighboring businesses—many of which are independently owned by fellow Grosse Pointe Woods tenants.
- Strengthens community culture: The window creates a welcoming, family-friendly environment that encourages outdoor dining, walking, and connection, helping reinforce Mack Avenue as a vibrant local destination.

Additional Points of Interest

I understand that some council members may have additional questions about this feature. I want to reassure the Commission that:

- Foot Traffic Impact: The walk-up window is located on Norwood Drive, not Mack Avenue, ensuring smooth line flow and keeping foot traffic and spread between the main corridor

and the sidestreet. This location is safer and more convenient for our neighborhood community members who are walking to join us.

- **Noise Levels:** Service from the window is designed to be fast, efficient, and unobtrusive. We will manage it to be peaceful and quiet for the surrounding neighborhood.

- **Neighborhood Compatibility:** The window directly serves our patio, keeping guests oriented toward Lola's and ensuring smooth pathways directly to our serviced area. It is intended as a convenience, and will be managed as such.

- **Operating Hours:** The hours of the walk-up window will generally align with Lola's Taco Bar's normal business hours, though they may shift modestly with business needs and seasonality to best serve the community while remaining respectful of the neighborhood.

Our Commitment as a Local Resident and Business Owner

As both the owner of Lola's Taco Bar and a resident of Grosse Pointe Woods, I am personally invested in the success and character of our community. My goal is to ensure Lola's contributes positively to the neighborhood, reflects the values of Grosse Pointe Woods, and supports the small business ecosystem along Mack Avenue. This walk-up window is a modest but meaningful way for us to participate in the Social District, enhance guest experience, and strengthen community vitality.

I respectfully ask for your support in allowing Lola's Taco Bar to operate this walk-up window as intended. I am confident it will be a benefit to both our business and the broader Mack Avenue community.

Thank you for your time and consideration.

Sincerely,

Branden McRill

Owner/Operator – Lola's Taco Bar

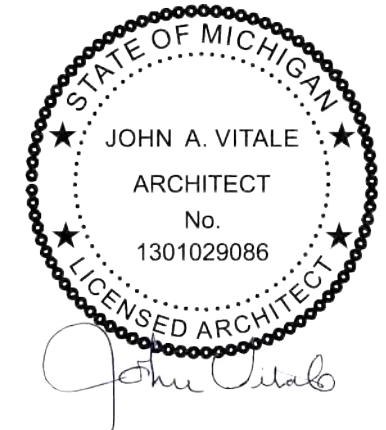
Resident – Grosse Pointe Woods



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Consultants:



Project :
LOLA'S TACO BAR
20195 MACK AVE.
GROSSE POINTE WOODS
MICHIGAN, 48236

Issued for :
BIDS/PERMITS 03.14.25
PATIO PERMIT 04.03.25
BULLETIN #1 05.20.25
PATIO PERMIT UPDATE 06.12.25
PATIO PERMIT UPDATE 07.25.25
PATIO PERMIT UPDATE 10.09.25
SITE PLAN 10.09.25

Drawn by :
JPM
Checked by :
JAV

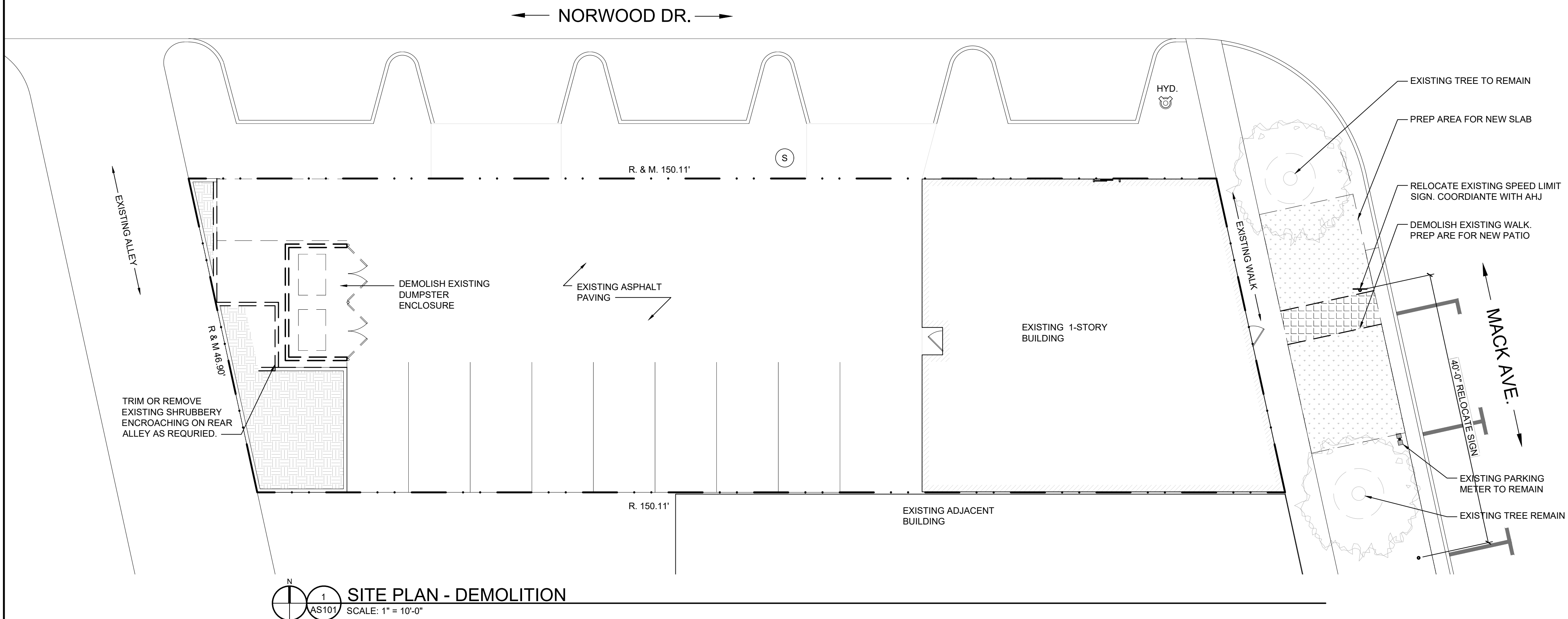
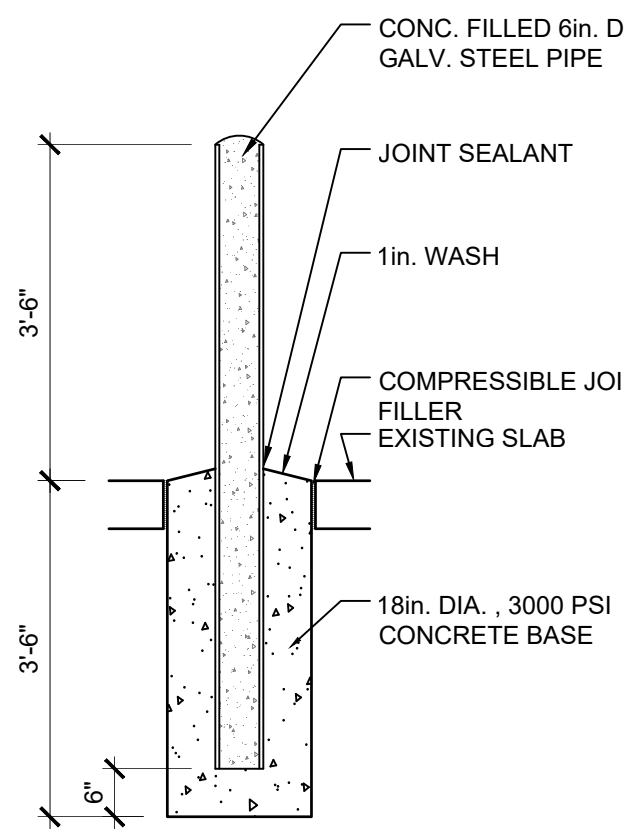
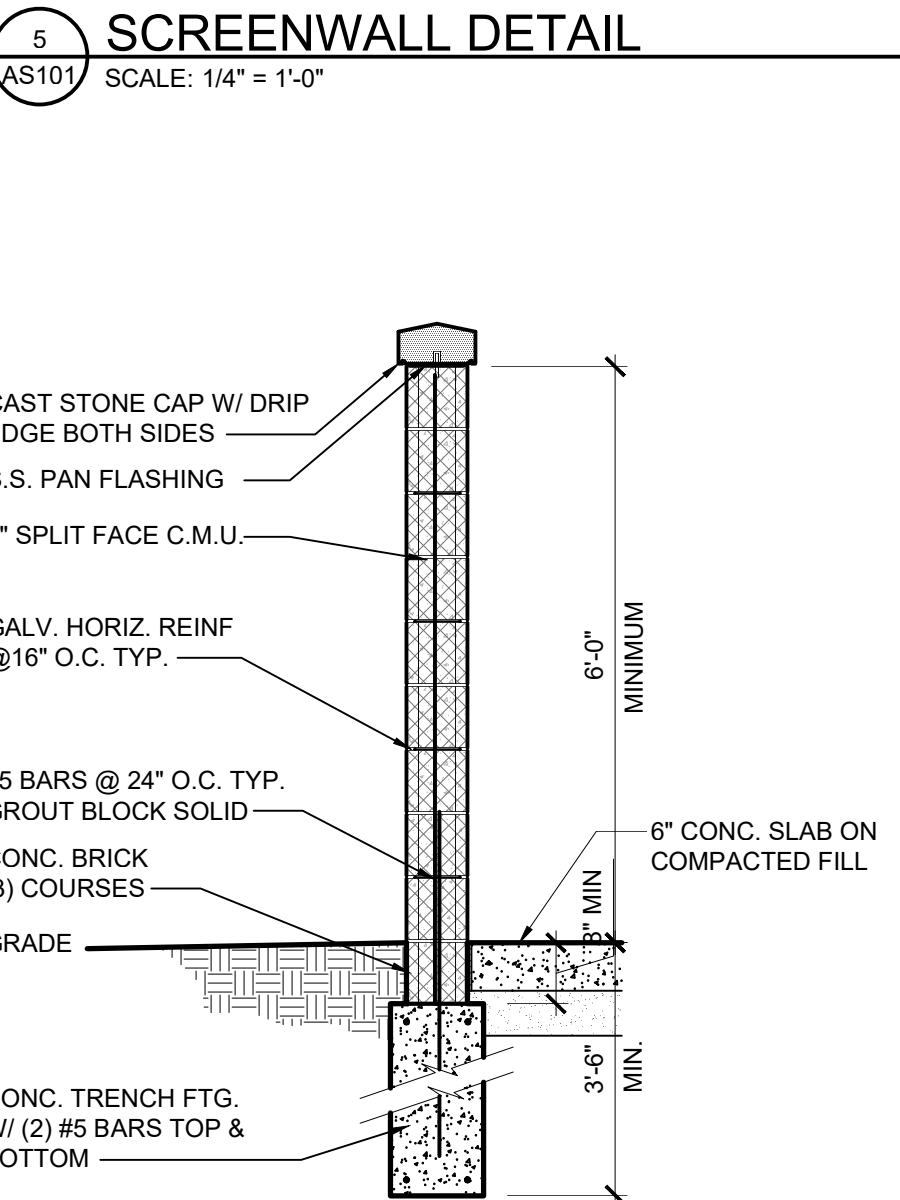
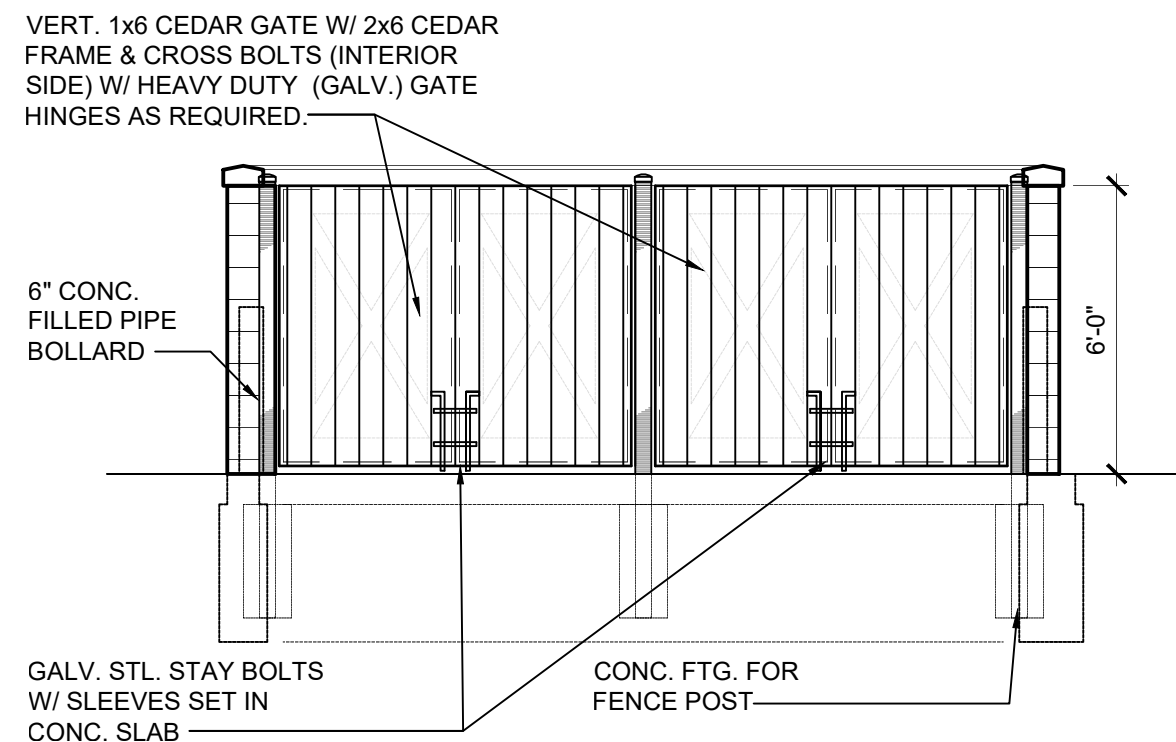
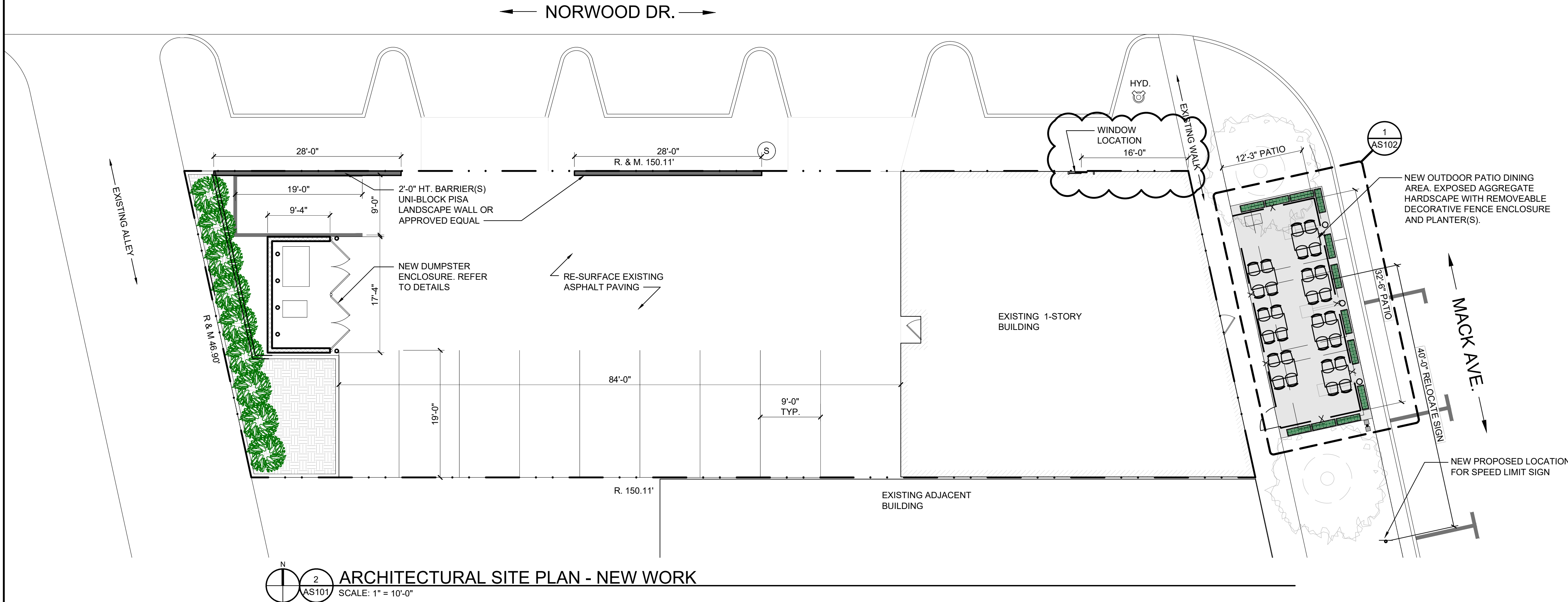
Sheet Title :
SITE PLAN DETAILS

Project No. :
2024.135

Sheet No. :

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Project :
LOLA'S TACO BAR
20195 MACK AVE.
GROSSE POINTE WOODS
MICHIGAN, 48236

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BIDS/PERMITS 03.14.25
BULLETIN #2 08.05.25

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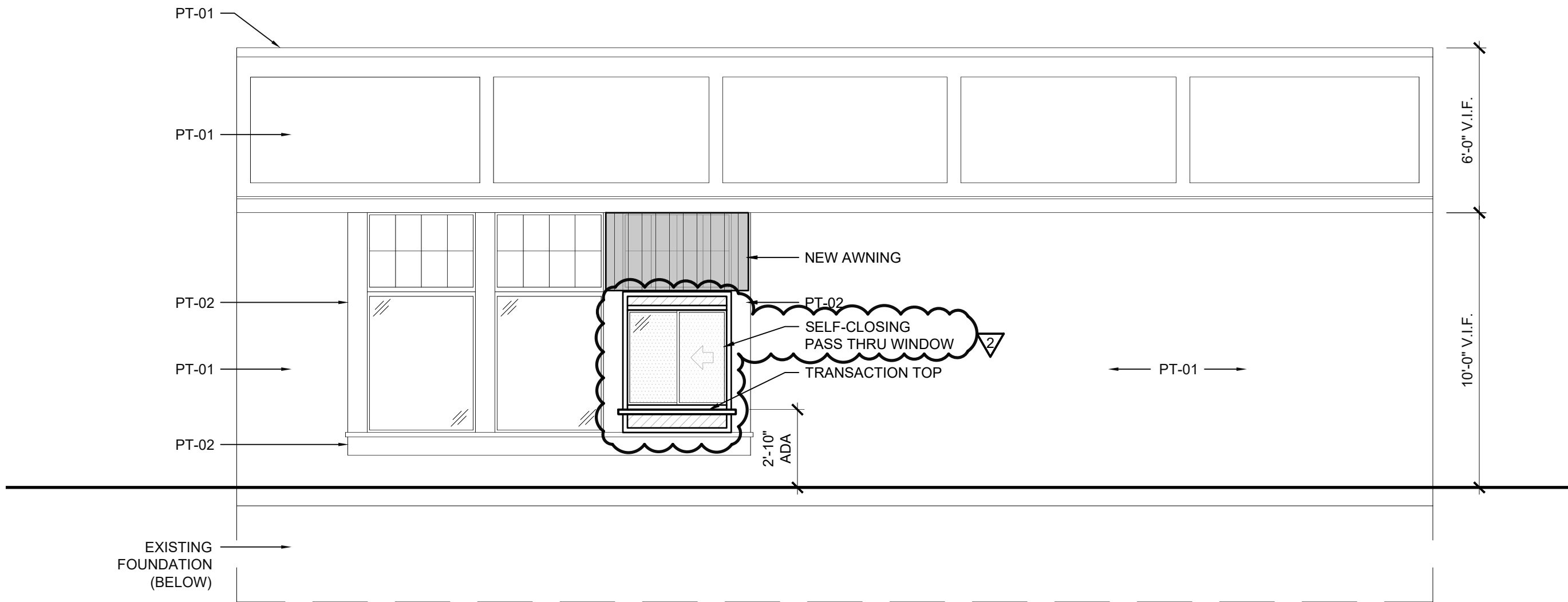
Sheet Title :
EXTERIOR
ELEVATIONS

Project No. :
2024.135

Sheet No. :
A301

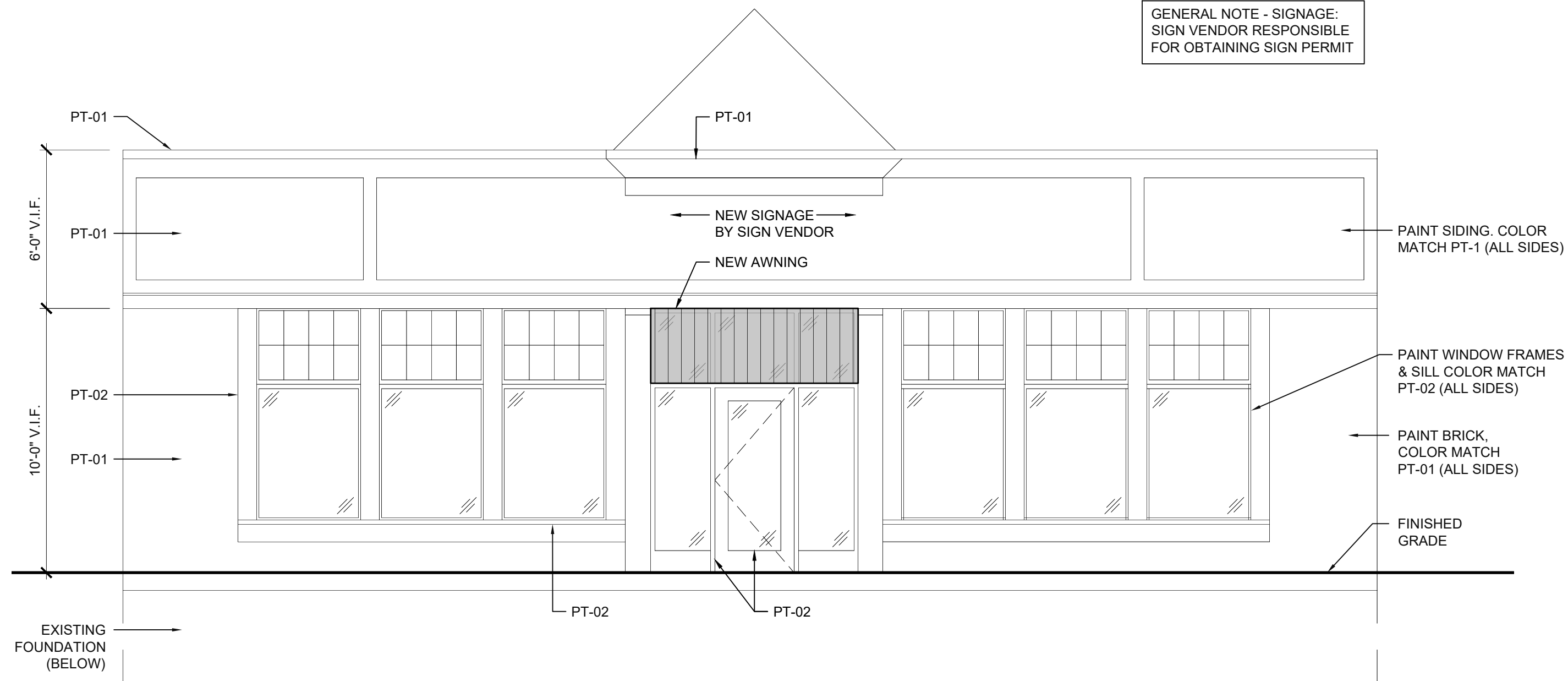
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2 NORTH ELEVATION
A301 SCALE: 1/4" = 1'-0"

GENERAL NOTE - SIGNAGE:
SIGN VENDOR RESPONSIBLE
FOR OBTAINING SIGN PERMIT



1 EAST ELEVATION
A301 SCALE: 1/4" = 1'-0"



CITY OF GROSSE POINTE WOODS

BUILDING DEPARTMENT REPORT

TO: PLANNING COMMISSION

FROM: JEREMY COLLINS, BUILDING OFFICIAL

DATE: SEPTEMBER 2025 & OCTOBER 2025

SUBJECT: BUILDING DEPARTMENT REPORT

Building Projects

- **19483 Mack Ave. Nails Salon** – A building permit application has been submitted – Initial plan review disapproved. Second review pending.
- **19770 Mack Ave. – Behavioral Frontiers** – Minor interior renovations. A building permit has been issued.
- **21003 Mack Ave. Little Nest Coffee Roasters**- Rough inspections have been completed. Renovations are progressing towards completion.
- **20195 Mack Ave. – Lola's Tacos** – Wayne County has approved the outdoor café plans for work in the right of way. An impervious surface permit has been issued for the concrete work in the right of way. Interior renovations are progressing. The rear parking lot has been re-surfaced.
- **20331 Mack Ave. – Nino Salvaggio's Market Café** – Interior demolition of the building has begun. We have been informed that building plans are being drawn up for submittals.
- **20647 Mack Ave. – Playa Bowls** – Building permit was submitted – Building Plans under review.