

City Council Special Meeting Agenda

Monday, August 29, 2022 at 6:00 PM
27400 Southfield Road, Lathrup Village, Michigan 48076

ZOOM REMOTE MEETING INFORMATION

Webinar ID: 838 5732 9423

Password: 052831

Online: <https://zoom.us/>

Telephone: 646.558.8656 or 312.626.6799

1. **Call to Order** by Mayor Garrett
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Agenda**
5. **Public Comments for Items on the Agenda** (Speakers are limited to 3 minutes)
6. **Action Requests - For Consideration / Approval**
 - A. Authorize Oakland County Water Resources Commissioner to submit drawings and specifications for the Lathrup Village Sanitary Retention Basin Improvements project to EGLE via the MiWaters permit portal.
 - B. House in the Woods Offer
 - C. PUD Agreement - Panera Bread
7. **Public Comment**
8. **Mayor and Council Comments**
9. **Adjourn**

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER****MEMORANDUM**

TO: Susan Montenegro – City Administrator for the City of Lathrup Village

FROM: Evans Bantios, P.E. Project Engineer

SUBJECT: Lathrup Village Sanitary Retention Basin Improvements Project – Authorize Oakland County Water Resources Commissioner to submit for a Part 41 permit

DATE: August 19, 2022

As part of the process to design and construction the Lathrup Sanitary Retention Basin Improvements project; we are required to submit a Part 41 permit to Environment, Great Lakes, and Energy (EGLE). As stated by EGLE, the purpose of the permit is to ensure that plans and specifications for wastewater facilities are complete to the minimum requirements and that the proposed construction is acceptable to accepted design standards for wastewater facilities to protect the public health and the environment. The project consists of improvements to the facility to allow for more flow to be discharged into the Evergreen Farmington Sanitary Drain sewer system. This requires replacement of two pumps and installation of additional piping and valves. Many of the existing valves and pumps will be replaced and/or repaired as part of the project. In addition, we are improving the existing heating, insulation, flushing system, and ancillary building components.

Requested Action: Authorize Oakland County Water Resources Commissioner to submit drawings and specifications for the Lathrup Village Sanitary Retention Basin Improvements project to EGLE via the MiWaters permit portal.

CITY OF LATHRUP VILLAGE, MICHIGAN
RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING OAKLAND COUNTY WATER RESOURCE COMMISSIONER
TO SUBMIT DRAWINGS AND SPECIFICATION FOR THE LATHRUP VILLAGE
SANITARY RETENTION BASIN IMPROVEMENTS PROJECT
TO ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE)
VIA THE MIWATERS PERMIT PORTAL.**

WHEREAS, the City of Lathrup Village is working in conjunction with Oakland County Water Resource Commissioner on a Sanitary Retention Basin Improvement Project; and

WHEREAS, the City of Lathrup Village is required to submit a Part 41 Permit to (EGLE); and

WHEREAS, the purpose of the permit is to ensure that plans and specifications for wastewater facilities are complete to the minimum requirements; and

WHEREAS, that proposed construction is acceptable to accepted design standards for wastewater facilities to protect the public health and the environment; and

WHEREAS, the project consists of improvements to the facility to allow for more flow to be discharged into the Evergreen Farmington Sanitary Drain sewer system; and

WHEREAS, this requires replacement of two pumps and installation of additional piping and valves; and

WHEREAS, many of the existing valves and pumps will be replaced and/or repaired as part of the project; and

WHEREAS, improvements will also be made to the existing heating, insulation, flushing system, and ancillary building components.

NOW THEREFORE, BE IT RESOLVED that the Lathrup Village City Council authorizes Oakland County Water Resources Commissioner to submit drawings and specifications for the Lathrup Village Sanitary Retention Basin Improvements project to EGLE via the MiWaters permit portal.

Adopted this 29th Day of August 2022.

Mykale Garrett, Mayor

I, Kelda London, City Clerk, for the City of Lathrup Village, Michigan, do hereby certify that the above resolution was adopted at a Special meeting of the Lathrup Village City Council held on August 29, 2022.

Kelda London, City Clerk

Item B.



EASTWESTBANK

Accounts

Transfer & Pay

Document Center

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Sign Out



My Accounts (6)

Last login: Jul 22, 2022



Value Checking

...5499

\$ 923.81

AVAILABLE BALANCE

Date	Description	Amount	Balance
Jul 28	PAIDCHECK : 1747	-\$1.10	\$923.81
Jul 22	ONLN BKG TRFN DEBIT: REF 2032103L FUNDS TRANSFER TO DEP 23326952 FROM FRANCES M WALLING 300000000001666943	-\$586,041.77	\$924.91
Jul 14	PAIDCHECK : 1743	-\$105.00	\$586,966.68
Jul 14	SERVICE CHARGE: WIRE TRANS-IN	-\$10.00	\$587,071.68

- [View Activity](#)
- [Statements](#)
- [Transfers](#)
- [Pay Bills](#)
- [Manage Card](#)



Premier Maximizer Money Market

...6952

\$ 588,827.23

AVAILABLE BALANCE





Vacant Land Addendum

Item B.

This Addendum is attached to and made a part of a certain Purchase Agreement between the undersigned parties

dated 08/08/2022 covering property commonly known as 19600 FOREST Drive, Lathrup Village, MI 48076

ALL PARTIES SHALL INITIAL ANY CLAUSE WHICH IS PART OF THIS PURCHASE AGREEMENT

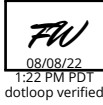
All following conditions on this Addendum shall not commence until the Purchaser is furnished with a copy of a commitment of title insurance. (See paragraph 12 on the offer to purchase)

Purchasers Sellers
Initials Initials



1. **SURVEY**- This offer is contingent upon the Purchaser's review and approval of a ☒ **New** ☐ **Existing** staked

boundary survey by a a registered land surveyor at the ☒ **Purchasers** ☐ **Sellers** expense within _____ days from final acceptance of this offer. If the Seller or Seller's Broker does not receive written notice from the Purchaser of their dissatisfaction regarding such survey within 44 days from the Purchasers receipt of the survey, this contingency will be considered satisfied and this purchase agreement shall be binding without regard to said survey. If the Seller or Seller's Broker does receive a written notice of objection within the time period provided, this sale shall be null and void and all earnest monies shall be refunded to Purchaser.



2. **LAND SPLITS** - If the land is being split from A LARGER PARCEL, Seller agrees to immediately obtain approval, at Sellers expense, from all the proper governmental agencies, and provide proof that the property meets all governmental requirements to split, and is in compliance with Land Division Act 1996 P.A. 591 and 1997 P.A. 87 and any amendments thereof. (Refer to "Unplatted Land Addendum") If Seller cannot obtain split approval within 60 days from acceptance, at the Purchasers option, can declare this offer null and void and deposit returned.



3. **Existing Well and/or Septic** – Purchaser and Seller understand that the property has an existing well and/or septic, Reference Paragraph 25 and recognize the Well and Septic Addendum as part of this agreement.



4. **WATER WELL** – This offer is contingent upon the Purchaser obtaining a satisfactory water well. Well drilling shall be ordered at Purchasers expense within five (5) days of the removal of paragraph/condition _____ on this Addendum. Purchaser agrees to escrow with _____ in a non-interest bearing account, prior to drilling an amount equal to the highest estimate given by the well driller. If actual cost exceeds the escrowed amount, Purchaser agrees to bear any additional costs. If a satisfactory well is not obtained within 60 days of drilling, this offer may be declared null and void and the deposit returned. In any event if all conditions to this Addendum have not been met within 75 days of the acceptance of this offer, then this offer can be declared null and void by either party and the deposit returned. However, if water well drilling has begun but not finalized, Seller shall grant an extension of fifteen (15) days from completion of the well, if necessary. Purchaser shall have a period of four days from receipt of report to reject or waive the result of any such inspection in writing and deliver to Selling Broker. Any such written rejection shall terminate this agreement of sale and entitle Purchaser to the return of their earnest money deposit. If a written rejection is not received by the Broker with in such time period, the Purchaser will proceed to closing. These conditions will be followed based on the Well and Septic Addendum attached to this offer.



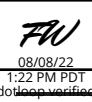
5. **PERK TEST** – This offer to purchase is contingent upon a Perk Test being conducted by the County Health Department within n/a days after acceptance of this offer to purchase. Said inspection to be made at ☐ **Purchasers expense** ☐ **Sellers expense**.

The results of the Perk Test shall be to the Purchasers satisfaction with the proposed septic field otherwise Purchaser has the option to declare sale null and void, and their deposit to be returned forthwith. Any cost below this figure is being deemed acceptable. A copy of the Perk Test results is to be given to the Seller/Agent. (Refer to paragraph 38 [NOTIFICATION] in the Purchase Agreement)



6. **SOIL TESTING & ENVIRONMENTAL DISCLOSURE** – Seller states to the best of his/her knowledge that the property being sold does not sit over or next to a current or abandoned landfill, toxic waste site, nor have any underground storage tanks on the property. Concerned Purchaser should check with the local township, county or federal agencies for precise information regarding environmental conditions affecting this property. Purchaser is aware that he/she may have an environmental evaluation made at their expense within thirty (30) days of final acceptance of this Agreement of Sale. If Selling Broker does not receive written notification within thirty (30) days of dissatisfaction with regard to evaluation, this contingency will be considered satisfied and this Agreement of Sale binding without regard to said evaluation.

7. **UNDERGROUND STORAGE TANKS** - Seller states there is an underground/above-ground storage tank, and further agrees to have the ground surrounding the tank(s) evaluated for soil contamination within _____ days of final acceptance of Agreement. If it is determined that soil contaminated and cost for cleanup exceed \$_____ Seller may declare this offer null and void and earnest money deposit returned to Purchaser.



8. Broker makes no warranties nor assumes any responsibility regarding environmental conditions affecting this property. Purchaser and Seller agree to hold Broker harmless from any problems that may arise at any future date and free of any claims, litigation costs or expenses.

9. **LIABILITY OF PURCHASER FOR DAMAGE** – Purchaser agrees, at Purchasers own expense to restore the property to substantially the same condition as existing before such testing by Purchaser.

10. **PUBLIC UTILITY CONNECTIONS** – Purchaser shall have 44 days to confirm where the public utility connections are available and satisfactory to the Purchaser.

Witness

Date

Witness

Date

Frances Walling

dotloop verified
08/08/22 1:22 PM PDT
HBCX-JQ09-Q4SQ-0UHC

Purchaser

Purchaser

Seller

Seller

DISCLAIMER: This form is provided as a service of the Greater Metropolitan Association of REALTORS® to it's members. Those who use this form are expected to review both the form and the details of the particular transaction to ensure that each action of this form is appropriate for the transaction. The Greater Metropolitan Association of REALTORS® is not responsible for the use or misuse of this form, for misrepresentation, or warranties made in connection with this form.

DOBI

Item B.

LISTING AGENT: Jon Ruud
 LISTING BROKER: Keller Williams Home
 AGENT ID#: 125639 OFFICE ID#: 312114
 AGENT PHONE: (248) 229-3203

SELLING AGENT: Ryan French
 SELLING BROKER: Dobi Real Estate
 AGENT ID#: 387571 OFFICE ID#: 403268
 AGENT PHONE: (248) 506-0155

1. **THE UNDERSIGNED** hereby offers and agrees to purchase the following land situated in the ☒ **Village** ☐ **Township**
☐ **City of Lathrup Village**, County of Oakland, Michigan, Zip code 48076

legally described as follows: T1N, R10E, SEC 14 PART OF SW 1/4 BEG AT PT DIST N 34-58-05 E 1769.61 FT & S 49-45-43 W 138.75 FT FROM SW SEC COR, TH S 69-28-15 W 165.71 FT, TH ALG CURVE TO LEFT, RAD 300 FT, CHORD BEARS S 70-32-24 E 393.93 FT, DIST OF 429.74 FT, TH N 25-44-41 W 141.21 FT, TH ALG CURVE TO LEFT, RAD 113 FT, CHORD BEARS N 68-06-13 W 166.91 FT, DIST OF 522.21 FT TO BEG 1.94 A 9-2-94 FR 001

and being commonly known as 19600 FOREST Drive together with all improvements and appurtenances including lighting fixtures and fans, attached mirrors, fireplace screens and enclosures, gas logs and attachments, central vacuum system and attachments, window treatments, drapery hardware, curtain and traverse rods, all blinds and shades, attached television wall mounts, attached carpeting, built-in cabinetry, built-in kitchen appliances and equipment, storm windows and doors, screens, awnings and shutters, landscaping, satellite dish and accessories (if owned), garage door opener(s) and transmitter(s), fuel in tanks at time of possession, attached humidifiers, water softeners (rental units excluded) if any, now in or on the premises and: ☐ Washer/Dryer#: ☐ Microwave#: ☐ Refrigerator/ Freezer#: ☐ Dishwasher#: ☐ Stove/ Range#: ☐ Other: _____

Seller shall provide bill of sale for all personal property included at closing. Exclusions specified in listing contract that are NOT specifically excluded herein shall be included in this sale: _____

PRICE: Purchaser agrees to pay the sum of One Hundred Twenty Thousand Dollars (\$120000), upon the following terms of sale. **Property must appraise at sales price or higher or Purchaser may declare this Agreement null and void and all earnest money shall be returned to Purchaser.**

THE SALE TO BE CONSUMMATED BY: (Use paragraph(s) ☒ A, ☐ B, ☐ C, ☐ D)

- A. CASH SALE.** Delivery of the usual Warranty Deed conveying marketable title, subject to existing building and use restrictions, easements and zoning ordinances, if any. Payment of purchase money to be wired to Purchaser's designated closing agent.
- B. CASH SALE WITH NEW MORTGAGE.** Delivery of the usual Warranty Deed conveying marketable title, subject to existing building and use restrictions, easements and zoning ordinances, if any. Payment of purchase money to be wired to Purchaser's closing agent. This Agreement is contingent upon Purchaser being able to secure a _____ mortgage in an amount not to exceed _____ of the purchase price, with Purchaser paying all mortgage costs, pre-paid items, and adjustments in cash. Purchaser agrees to apply for such mortgage within _____ calendar days following the date that this Agreement is fully-executed by Seller and Purchaser. Purchaser agrees that in connection with said application to Purchaser's lender, Purchaser will promptly comply with such lender's request for all information required to process the loan application. If a firm commitment for such mortgage cannot be obtained within _____ calendar days following the date that this Agreement is fully-executed by Seller and Purchaser, at Seller's or Purchaser's written option, this offer can be declared null and void and Purchaser's deposit returned forthwith.
- C. APPLICABLE TO FHA OR VA SALES ONLY:** See attached FHA/VA Addendum.
- D. SALE ON LAND CONTRACT:** See attached Land Contract Sale Addendum.

2. **CLOSING** to take place on or before 09/22/2022, at a mutually-agreed office designated by Listing Broker, the title company or Purchaser's lender.

3. **OCCUPANCY:** Seller shall deliver occupancy and possession of the property as follows:

- ☒ **A. IMMEDIATELY AFTER CLOSING.**
- ☐ **B. WITHIN _____ DAYS AFTER CLOSING BY 5 PM. Commencing the day after closing to and including the date of vacating,** Seller shall pay Purchaser \$_____ per day as occupancy charge. **At closing, Seller shall deposit with an escrow agent 1 1/2 times daily fee, times total days for said occupancy charge equaling \$_____ to hold as security.** The escrow agent shall pay to Purchaser the amount of the occupancy charge and then reimburse Seller for any unused days. If occupancy by Seller is to extend longer than 30 days, the escrow agent shall release to Purchaser each 30 days, an amount equal to the said thirty-day occupancy charge. Seller is legally obligated to deliver possession as specified herein. If Seller **FAILS** to deliver possession as specified herein, Seller shall pay **TWICE** the daily occupancy fee per day and may be liable for cost of eviction, actual attorneys' fees, housing expenses, damages and other costs incurred by Purchaser in obtaining possession and collecting any amount due. The

Purchaser's Initials: _____

FV
 08/17/22
 3:24 PM PDT
 dotloop verified

Seller's Initials: _____

escrow agent shall have no obligation implied or otherwise for seeing that the property is vacated on the date specified for the condition of the property, etc., but is only acting as an escrow agent for holding occupancy funds.

Item B.

AS ADDITIONAL SECURITY, Seller will deposit with the escrow agent the sum of \$n/a to be held in escrow to insure that the property is vacated and left in the same condition as of the date of closing. Purchaser agrees to walk through the property on the day occupancy is being turned over to Purchaser to determine damages, if any. If Purchaser does not respond in writing within 5 days from Sellers vacating with the estimated cost of repairs, the security deposit will be returned to Seller. Should there be repairs requested in writing, Seller must respond within 5 days as to their intention with respect to said repairs or Seller will forfeit the amount claimed for damage. Differences will be arbitrated if applicable. Purchaser agrees to give prompt and reasonable access to complete any repairs on subject home.

If tenants occupy the property:

- ☐ A. Seller will have the tenants vacate the property prior to closing.
- ☐ B. Purchaser will be assigned all landlord rights and security deposit and rents prorated to date of closing with Purchaser assuming all landlord rights and obligations after date of closing.

4. **SELLER'S DISCLOSURE:** Purchaser ☐ has ☒ has not received and reviewed a Seller's Disclosure Statement in accordance with Act 92 Public Acts of 1993.

Purchaser's Initials: FW /

5. **LEAD-BASED PAINT:** Purchaser ☐ has ☒ has not received and reviewed a copy of a Lead-Based Disclosure Form, the terms of which are incorporated herein by reference.

Purchaser's Initials: FW /

6. **PROPERTY TAXES, WATER, OTHER PRORATIONS:** All taxes that have or will become due and payable on or before the date of closing, that have become a lien upon the land, whether recorded or not recorded at the date of closing, shall be paid by Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with the due date basis of the municipality or taxing unit in which the property is located on a 365 day basis, as though they are paid in advance. Interest, rents, condominium and/or association dues or fees shall be prorated and adjusted as of the date of closing. Seller hereby agrees to pay for all sewer and water usage to date of possession. Listing Broker shall retain from the amount due Seller at closing, a minimum of \$300.00 for water charges. It is the obligation of Seller to furnish the final water meter reading to escrow holder who shall pay said billing to the proper authority and return the unused portion to Seller.

7. **SPECIAL ASSESSMENTS:** Any assessments, recorded or not recorded, which have been confirmed by the proper authority prior to closing shall be paid by Seller at closing. If Seller does have knowledge and/or documents pertaining to the new assessments as stated, Seller shall provide this information to Purchaser. Upon receipt, Purchaser shall have 3 calendar days to review such documents. Purchaser shall notify Seller within such period if Purchaser wishes to terminate this Agreement and declare it null and void, or to proceed according to the agreed-upon terms and conditions, or some other remedy agreed upon by both Seller and Purchaser.

8. **HOME WARRANTY:** Purchaser acknowledges notice of the availability and cost of a home warranty plan. Purchaser would like a Home Protection Plan through _____ Home Warranty Company. ☐ YES ☒ NO. Paid by ☐ Seller, ☐ Purchaser or ☐ Other: _____ Plan not to exceed \$ _____.

9. **AGENCY:** By the signatures below Purchaser and Seller hereby acknowledge that the selling broker/sales associate are acting in the capacity of: ☐ Seller's Agent, ☒ Purchaser's Agent, ☐ Dual Agent, ☐ Transaction Coordinator.

10. **INSPECTION OF PROPERTY:** The brokers recommend that Purchaser obtain an independent private inspection of the property at Purchaser's expense. Purchaser ☒ does ☐ does not choose to have the property inspected.

Purchaser's Initials: FW /

This offer ☒ is ☐ is not contingent upon a due diligence period and inspection of the property by independent private inspectors of Purchaser's choice and at Purchaser's expense. Purchaser's due diligence period shall commence on the first calendar day following the date that this Agreement is fully-executed by Seller and Purchaser and shall continue for 44 calendar days thereafter. Unless Purchaser notifies Seller, in writing, within 1 calendar days after said due diligence period that Purchaser is dissatisfied with the inspection results, or if Purchaser elects not to have property inspected, all terms and conditions shall be binding and the sale shall be consummated as specified herein. If said inspections disclose any defect in the property which results in Purchaser's dissatisfaction for any reason whatsoever, and written notice is properly given to Seller, Purchaser may declare this Agreement null and void and the deposit shall be returned, OR Purchaser may request Seller to remedy defects, if any. If Purchaser elects to have Seller complete certain repairs and does not terminate this Agreement, Seller shall have 5 calendar days from receipt of notification to respond that Seller will repair or provide for

Purchaser's Initials: FW /

Seller's Initials: /

repairs. If Seller declares an unwillingness to repair or provide for repairs, Purchaser may accept the property "as is" and declare this Agreement null and void and all earnest money shall be returned to Purchaser. If the property has been winterized, Seller shall, at Seller's expense, de-winterize the property prior to inspection. If utilities are turned off, Seller shall have all utilities turned on prior to inspection. **Purchaser is aware that any reference to square footage and lot size of the property or improvements thereon are approximate. If square footage is a material matter to Purchaser, it must be verified during the due diligence period.**

11. **WELL AND SEPTIC INSPECTION:** See attached addendum made part hereof, if applicable.
12. **TERMITE/PEST & ENVIRONMENTAL INSPECTION:** The Brokers recommend that Purchaser obtain an independent inspection to determine the presence of wood-destroying insects or infestation. The Brokers also recommend that Purchaser obtain an independent inspection for any environmental concerns.
13. **AS-IS CONDITION:** By execution of this Agreement, Purchaser acknowledges that Purchaser has examined the above-described property and is satisfied with the physical condition of the structures therein and purchase said property in an "AS-IS CONDITION," subject only to the right of a property inspection as provided for herein and the Seller's Disclosure Statement if required. Neither Seller nor Listing and Selling Brokers or their sales people have made any representations or warranties of any kind concerning the property upon which Purchaser has relied, except as set forth in this Agreement. Purchaser acknowledges that the information provided in the multi-list description of this property is not warranted or guaranteed and that Purchaser has not relied on the multi-list description in making this Agreement.
14. **CITY CERTIFICATION:** If the property is located in a municipality that requires an inspection prior to a sale, Seller will order necessary inspections and ☐ Seller ☐ Purchaser will pay for necessary inspections. If any repairs are necessary in order to obtain written approval of the municipality, ☐ Seller will make all necessary repairs ☒ Purchaser will assume property "as-is."
15. **APPROVAL OF EASEMENTS AND RESTRICTIONS:** This Agreement is contingent upon Purchaser's review and approval of any Homeowner Association bylaws, easements and/or deed and building and use restrictions within 44 calendar days from delivery of such documents to Purchaser. Seller or Seller's agent shall deliver these documents to Purchaser within 5 business days following the date that this Agreement is fully-executed by Seller and Purchaser. If Purchaser notifies Seller in writing that Purchaser is dissatisfied with the documents within the above-specified calendar days, then Purchaser may declare this Agreement void and all earnest money deposits shall be refunded to Purchaser. If Purchaser does not object within this timeframe, Purchaser shall be deemed to have waived any objections with easements and restrictions.
16. **FLOOD CERTIFICATION:** This Agreement is contingent upon flood certification. Purchaser will have 44 calendar days after delivery of a fully executed purchase agreement to certify if the property or any fraction thereof (including any portion of a condominium complex in which a condominium unit is located) is in a flood plain that requires flood insurance. If any part of the property is found to be located in a flood zone, Purchaser at Purchaser's option, with written notice within the time specified, may declare this offer void and all earnest money returned. If no written notification is given, then all terms and conditions of this Agreement shall be binding and consummated as specified herein.
17. **FINAL WALK THROUGH:** Purchaser shall have the right to a walk-through inspection of the property being purchased within 48 hours prior to closing in order to determine, among other things, if the property and any personal property and equipment being purchased have been maintained and are in no worse condition at the time of closing than they were at the time this Agreement was accepted by Seller, normal wear and tear expected. Seller agrees to leave the property broom-clean and free of all personal property, refuse and debris.
18. **TITLE INSURANCE:** At closing, Seller shall provide to Purchaser, at Seller's expense, an owner's policy of title insurance without standard exceptions in the amount of the purchase price. Purchaser agrees to obtain and pay for a survey by a registered land surveyor as required by the title insurer in order to issue a policy without standard exceptions. If Purchaser does not provide a survey, the policy of title insurance will be issued with those standard exceptions that require a survey to remove.
19. **TITLE OBJECTION:** Seller will apply for a commitment of title insurance within 7 days after the date of this Agreement. Upon receipt of the commitment, Purchaser shall have 7 days to provide Seller with written notice of any objections to the condition of title. If Purchaser does not object within this timeframe, Purchaser shall be deemed to have waived any objections of the condition of title. Seller will have 30 days after receiving written notice of any objections to the condition of title to remedy the claimed defects. Should Seller be unable to render such title marketable, or be unable to secure a commitment insuring title within the 30 calendar day period above or any extensions thereof agreed upon in writing, Purchaser shall have the option either to consummate the sale and accept such title as Seller may be able to convey in full

Purchaser's Initials: _____



Seller's Initials: _____



satisfaction and accord, or demand in writing and receive all monies deposited hereunder. Upon return of all said money, Purchaser, Purchaser and Seller are relieved from further obligations under this Agreement.

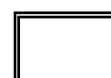
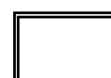
Item B.

20. **LENDERS POLICY OF TITLE INSURANCE:** Purchaser and Seller acknowledge that Purchaser may select a title insurance company of Purchaser's choice to issue only a mortgage policy of title insurance relative to the financing of the closing of this Agreement. By execution of this Agreement, Purchaser and Seller hereby consent to such election notwithstanding the fact that such title insurance company may not be the same as, or underwritten by, the title company issuing the owner's policy of title insurance set forth in paragraph 18 above and further acknowledge that such selection will not reduce, diminish or impair the coverage of the owner's policy of title insurance set forth in paragraph 18 above. Purchaser herein selects Sellers Choice for lender's title services as protected by RESPA Section 9.
21. **RELEASE:** Purchaser recognizes that Seller has provided Purchaser a required Seller's Disclosure Statement. Purchaser has been afforded the right to independent inspections of the property and Purchaser affirms that property is being purchased "AS IS" and hereby knowingly waives, releases and relinquishes any and all claims or causes of action against STH Group, LLC, its members, managers, employees and independent sales associates. Purchaser and Seller recognize and agree that brokers and sales associates involved in this transaction are not parties to this Agreement. Broker and sales associates specifically disclaim any responsibility for the condition of the property or for the performance of the Agreement by the parties. STH Group, LLC assumes no liability for performance of any inspection or for any statements on Seller's Disclosure Statement.
22. **DEFAULT:** In the event of default by Seller, Purchaser may elect to enforce the terms hereof or demand, and be entitled to, a refund of the entire deposit and pursue all legal remedies available. In the event of default by Purchaser, Seller may elect to enforce the terms hereof, or declare a forfeiture and be entitled to the deposit as liquidated damages. A mutual release of this Agreement or similar cancellation must be signed by all parties, prior to disbursement of earnest money deposits in dispute or to be returned under the provisions of this Agreement. Seller and Purchaser agree that Listing and Selling Brokers and their salespeople shall not be made parties to any action taken to enforce or terminate this Agreement.
23. **FEES AND CONSIDERATION:** Purchaser and Seller acknowledge notice of the fact that the Brokers may accept a fee or consideration with regard to the placement of a loan or mortgage or life, fire, theft, flood, title or other casualty or hazard insurance, or home warranty arising from this transaction and expressly consent thereto as required by Rules 321(1) and 321(2) of the Michigan Real Estate License Law.
24. **FACSIMILE SIGNATURES AND INITIALS:** All parties hereto acknowledge and agree that signatures and initials by electronic signature and facsimile are legally binding.
25. **PRINCIPAL RESIDENCE EXEMPTION:** Purchaser and Seller assume all responsibility and liability for filing of the Property Transfer Affidavit and the Michigan Department of Treasury Homestead Exemption Update Form and agree to hold the Brokers harmless from and against any liability relative thereto.
26. **ENTIRE AGREEMENT:** This Agreement supersedes any and all understandings and agreements and constitutes the entire agreement between the parties hereto. This Agreement shall inure to the benefit of and bind the parties hereto jointly and severally and their respective heirs, legal representatives, successors, assigns, and third-parties claiming under them by the virtue of this Agreement and no oral representations or statements shall be considered a part hereof. All discussions, correspondence, proposals, negotiations and representations prior to the execution of this Agreement shall be considered merged herein and of no further force and effect. Purchaser and Seller acknowledge that they are not relying on any other written or verbal representations by each other or by Listing or Selling Broker that are not explicitly set forth in this Agreement or attached hereto. The Brokers are not acting as appraisers, builders, accountants, environmentalists, inspectors or lawyers. The representations, covenants and warranties herein shall be deemed to survive the closing. No amendment or modification of this Agreement shall be valid or binding unless reduced to writing and executed by the parties hereto, or their assigns. Each party herein shall from time to time execute and deliver such instruments as the other party, or its counsel, may reasonably request to effectuate the intent of this Agreement. Should any term or condition hereof be deemed void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
27. **GOVERNING LAW:** The parties hereto expressly agree that the terms and conditions hereof, and subsequent performance hereunder, shall be construed and controlled by the laws of the State of Michigan.
28. **LEGAL CONTRACT:** THIS IS A LEGAL DOCUMENT AND ALL PARTIES HERETO ARE ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT TO PROTECT THEIR INTERESTS. THE LISTING AND SELLING BROKERS ARE NOT ATTORNEYS AND HAVE NOT GIVEN LEGAL ADVICE IN REFERENCE TO THIS AGREEMENT. TIME IS OF THE ESSENCE AND SHALL BE CONSIDERED AS PART OF THE CONSIDERATION OF OFFER AND ACCEPTANCE.

Purchaser's Initials: _____ / _____

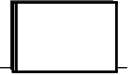


Seller's Initials: _____ / _____



29. **EARNEST MONEY:** With 2 business days following the date that this Agreement is fully-executed by Seller Item B.
Purchaser, Purchaser will provide a deposit of \$ 3000.00 in the form of a ☒ **Personal Check** ☐ **Money Order**,
☐ **Cashier's Check** and within 2 business days following the expiration of the due diligence period as set forth in paragraph
10 above, Purchaser shall provide an additional deposit of \$ 0.00 in the form of a ☐ **Personal Check**
☐ **Money Order**, ☐ **Cashier's Check**. All deposit funds hereunder shall be held by **DOBI** or shall be held by
_____ in accordance with the rules and regulations of the Michigan Department of Licensing and
Regulatory Affairs – Board of Real Estate Broker and Salespersons and applied to the purchase price upon consummation of
the sale or otherwise disbursed in accordance with this Agreement. **FOR PERSONAL CHECKS: Purchaser acknowledges**
that deposit funds are immediately available upon the signing of this Agreement.

Purchaser's Initials: _____



30. **ADDITIONAL CONDITIONS:**



*Completion of this sale is contingent on the city of Lathrup Village approving the buyers site plan. Site plan to be submitted within 30 days after an accepted offer.

31. **ADDITIONAL DOCUMENTS ATTACHED** - The following are attached hereto and made a part hereof (check all of which apply):

☐ Seller's Disclosure Statement

☐ 72 Hour Contingency

☒ Vacant Land Addendum

☐ FHA-VA Addendum

☐ Lead-Based Paint Disclosure

☐ Dual Agency Agreement

☐ Purchase Agreement Addendum

☐ Condominium Addendum

☐ Builder Addendum

☐ Swimming Pool Addendum

☐ Land Contract Addendum

☐ Private Road Addendum

☐ Well and Septic Addendum

☐ Contingency Sale Addendum

☐ _____

32. **EXPIRATION:** This offer shall remain irrevocable until withdrawn in writing OR until _____ Eastern Time (Standard or Daylight, as applicable), on (date) _____ and if not accepted by Seller, the deposit made by Purchaser shall be returned upon funds clearing.

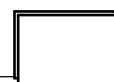
33. **ADMINISTRATIVE/COMPLIANCE FEE:** Purchaser to pay \$695 at closing for the retaining of all records as required by applicable federal and state laws and regulations regarding preparation, storage and retention of all closing related documents, and for all other related administrative closing preparation costs.

This is a cooperative sale with Keller Williams Home and DOBI REALTORS

Purchaser's Initials: _____



Seller's Initials: _____



By affixing Purchaser's signature hereto, Purchaser acknowledges receipt of a copy hereof.

Item B.

PURCHASER:

Frances Walling

dotloop verified
08/17/22 3:24 PM PDT
6BCC-100J-9NFX-QPTG

PURCHASER:

Print Name Frances Walling

Print Name: _____

Date: _____

Date: _____

SELLER'S ACCEPTANCE: By affixing Seller's signature hereto, Seller accepts this Agreement and acknowledges receipt of a copy hereof.

SELLER - FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) – SELLER affirms that Seller ☐ **is** ☐ **is not** a resident of the United States. If Seller is NOT a resident of the United States, then the parties to this Agreement will be bound by FIRPTA.

SELLER:

SELLER:

Print Name: _____

Print Name: _____

Date: _____

Date: _____

COUNTER OFFER-In the event Seller makes any written change in any of the terms and conditions of this Agreement as presented by Purchaser, such changed terms and conditions shall constitute a counteroffer by Seller to Purchaser, which counteroffer shall remain valid until _____ at _____, unless earlier withdrawn in writing and shall require acceptance by the Purchaser by initialing each change before date and time.

By affixing Purchaser's signature hereto, Purchaser acknowledges the receipt of a copy hereof.

PURCHASER:

PURCHASER:

Print Name Frances Walling

Print Name: _____

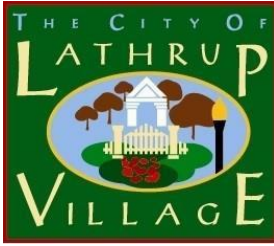
Date: _____

Date: _____

Purchaser's Initials: _____

FW
08/17/22
3:24 PM PDT
dotloop verified

Seller's Initials: _____



Susan Montenegro

City Administrator

City of Lathrup Village

27400 Southfield Road | Lathrup Village, MI 48076

smontenegro@lathrupvillage.org

Office: 248.557.2600 x 225 | Cell: 248.520.0620

Item C.

COUNCIL COMMUNICATION:

TO: Mayor Garrett and City Council Members

FROM: Susan Montenegro, City Administrator

DATE: August 29, 2022

RE: PUD #1 Approval of New Panera Bread Development

Panera Bread has submitted a request for a Planned Unit Development to develop the property at 27777 Southfield Road with a restaurant with a drive-thru component pursuant to a comprehensive development plan known as Panera Bread.

Planning Commission held a public hearing on May 17, 2022 as required in Section 3.12 of the City of Lathrup Village Zoning Ordinance and recommends approval of the PUD application request with the following conditions for the PUD agreement:

1. Landscaping around the dumpster and screening should be the same material.
2. Enhanced screening and no parking along Eldorado frontage.
3. Traffic/Parking study for exits and entrances from Southfield and Sunset as well as pedestrian circulation to and from the public sidewalk and the property to the south.
4. Specification on the drive-thru speakers and evidence that noise will not intrude onto Eldorado.
5. Work with DDA to incorporate public art 27400 Southfield Rd, Southfield, MI 48076.
6. Bike racks that are consistent with other racks in the area, ensure that multiple bikes can park safely and securely.
7. All drive-thru queuing shall occur on-site.
8. Building material should be consistent with the high-quality materials presented with the initial concept.
9. Mechanical equipment should be screened from view.

All of these items were addressed in subsequent meetings with city staff and the city attorney until the attached agreement was completed.

Suggested Motion:

To approve PUD #1 Agreement for the new Panera Bread development located at 27777 Southfield Road as submitted and authorize the Mayor and City Clerk to sign the related documents.

**CITY OF LATHRUP VILLAGE
RESOLUTION NO.**

**A RESOLUTION APPROVING PLANNED UNIT DEVELOPMENT (PUD) #1
WITH GOLDEN GATE PLAZA, LLC AND PANERA LLC
LOCATED AT 27777 SOUTHFIELD ROAD, LATHRUP VILLAGE, MI**

WHEREAS, Panera Bread has submitted a request for a Planned Unit Development to develop the Property with a restaurant with a drive-thru component pursuant to a comprehensive development plan known as Panera Bread - Lathrup Village, MI Planned Unit Development; and

WHEREAS, Prior to execution of this Agreement, the Property was zoned VC, Village Center. Upon execution of this Agreement the Property shall only be developed in accordance with this Agreement, pursuant to Section 3.12 of the City's Zoning Ordinance; and

WHEREAS, the City Planning Commission conducted a public hearing in accord with Section 3.12.(5.B.ii) of the Zoning Ordinance of the City of Lathrup Village on May 17, 2022; and

WHEREAS, the Planning Commission has submitted its recommendation to approve the request, in accord with Section 3.12 of the Zoning Ordinance of the City of Lathrup Village with the following conditions for development agreement:

1. Landscaping around the dumpster and screening should be the same material.
2. Enhanced screening and no parking along Eldorado frontage.
3. Traffic/Parking study for exits and entrances from Southfield and Sunset as well as pedestrian circulation to and from the public sidewalk and the property to the south.
4. Specification on the drive-thru speakers and evidence that noise will not intrude onto Eldorado.
5. Work with DDA to incorporate public art 27400 Southfield Rd, Southfield, MI 48076.
6. Bike racks that are consistent with other racks in the area, ensure that multiple bikes can park safely and securely.
7. All drive-thru queuing shall occur on-site.
8. Building material should be consistent with the high-quality materials presented with the initial concept.
9. Mechanical equipment should be screened from view.

NOW, THEREFORE, BE IT RESOLVED, that the City Council finds the request for the planned unit development to be in accord with Section 3.12 of the Zoning Ordinance, and hereby approves Planned Unit Development No. 1, in accord with documents and conditions provided and submitted.

Adopted this 29th Day of August 2022.

Mykale Garrett, Mayor

I, Kelda London, City Clerk, for the City of Lathrup Village, Michigan, do hereby certify that the above resolution was adopted at a Special meeting of the Lathrup Village City Council held on August 29, 2022.

Kelda London, City Clerk

**PLANNED UNIT DEVELOPMENT AGREEMENT
PANERA BREAD - LATHRUP VILLAGE, MI
City of Lathrup Village, Oakland County, Michigan**

This Planned Unit Development Agreement ("Agreement") is made this ____ day of ____ 2022, by and between Golden Gate Plaza, LLC, 27777 Southfield Road, Lathrup Village, MI 48076 ("the Owner"), Panera LLC, 3630 South Geyer Road, Suite 100, St. Louis, MO 63127 ("the Developer") and the City of Lathrup Village ("the City"), a Michigan municipal corporation, whose address is 27400 Southfield Road, Lathrup Village, MI 48076. The Owner, Developer and City are sometimes referred to in this Agreement as "Parties" and individually as "Party."

WITNESSETH:

This Agreement is made based on the following underlying facts and circumstances:

- A. The Owner is the owner in fee simple title of 0.91 acres of real property in the Village Center in the City, located on the east side of Southfield Road, south of Sunset Boulevard West, more particularly described in Exhibit A attached to this Agreement. The Developer is the lessee of said real property.
- B. Prior to execution of this Agreement, the Property was zoned VC, Village Center. Upon execution of this Agreement the Property shall only be developed in accordance with this Agreement, pursuant to Section 3.12 of the City's Zoning Ordinance.
- C. The Developer proposes to develop the Property with a restaurant with a drive-thru component pursuant to a comprehensive development plan known as Panera Bread - Lathrup Village, MI Planned Unit Development (which may hereinafter be referred to as the "PUD" or "Planned Unit Development").
- D. Pursuant to requirements in the Zoning Ordinance, the Developer has submitted to the City, and the City has approved, site and development plans, an Application for Planned Unit Development, and supporting documentation (collectively the "Plans" - Exhibit B).
- E. Subject to execution and recording of this Agreement, Panera Bread Planned Unit Development illustrated and described in this Agreement and in the Exhibits attached hereto, is hereby approved in accordance with the authority granted to and vested in the City pursuant to Michigan Public Act 110 of 2006, as amended (the Michigan Zoning Enabling Act); Michigan Public Act 33 of 2008, as amended (the Michigan Planning Enabling Act); and in accordance with the Zoning Ordinance of the City of Lathrup Village, as amended, except as modified herein and subject to the terms of this Agreement. The approval of the Panera Bread Planned Unit Development does not relieve the Developer from compliance with applicable provisions of the City's Zoning Ordinance, except as modified herein, nor shall it be deemed to confer any approval other than required by law.
- F. The City, Owner and the Developer now desire to enter into this Agreement which, among other things, shall set forth the mutual and respective covenants, obligations and undertakings of the City and Developer with respect to the Planned Unit Development.

NOW, THEREFORE, in consideration of the foregoing premises, which the City, Owner and the Developer represent to be true and accurate, and which shall become part of the Parties' obligations herein, and the mutual and respective covenants, obligations, and undertakings of the Parties set forth below, the Parties, intending to be legally bound by this Agreement, agree as follows:

1. **Permitted Use of the Property.** The "Planned Unit Development" zoning classification shall permit the Developer to develop the Property, and the Developer agrees to develop the Property, in accordance with the approved Plans and terms of this Agreement for the following uses: The existing, vacant, one-story building is approximately 5,000 square feet with a drive-thru service area that served a former bank. The site is currently accessible from both Southfield Road and Sunset Boulevard. The applicant is proposing to remove the existing building and build a new one-story structure with vehicular drive-thru lanes for the purpose of a restaurant. (See Exhibit B).
2. **History of Review Procedures and Action Taken by the Planning Commission and City Council.** The following is a summary of the actions taken by the Planning Commission and City Council relative to this project:
 - a. Planned Unit Development Conceptual Review. Review by the Planning Commission on April 19, 2022.
 - b. Planned Unit Development Preliminary Review. Review and public hearing by the Planning Commission on May 17, 2022.
 - c. Planned Unit Development Final Review. Approval by the City Council on June 1, 2022.
3. **Plans and Documents Submitted by the Applicant.** The approved Plans for the Planned Unit Development incorporate the material representations of the Developer made in the following plans and documents submitted in pursuit of Planned Unit Development approval to the extent that such representations are not inconsistent with the recitals and terms contained herein:
 - a. Applications for Amendment to the Zoning Ordinance to Create a Planned Unit Development District, dated April 29, 2022, signed by Todd Bundren of the Lawrence Group on behalf of Panera Bread. (Exhibit C).
 - b. Traffic Impact Assessment, prepared by Stonefield, dated June 8, 2022. (Exhibit D).
 - c. Application for Site Plan Review prepared by Jenna Samples of Panera Bread, LLC, Dated June 9, 2022. (Exhibit E).
 - d. Site Development Plan, prepared by Civil & Environmental Consultants, Inc. on April 27, 2022 and submitted by The Lawrence Group June 9, 2022, consisting of the following:
 - i. Site Plan (Exhibit F)
 - ii. Photometric Plan (Exhibit G)
 - iii. Architectural Drawings (Exhibit H)

1. Floor Plans
 2. Exterior Elevations
 3. Renderings
 - iv. Drive-Thru Sound Levels (Exhibit I)
 - v. Drive-Thru Sound Pressure (Exhibit J)
 - vi. Drive-Thru Hyperview Literature (Exhibit K)
 - e. Landscape plans prepared by Evergreen Design Group, dated April 27, 2022 and submitted by The Lawrence Group, June 9, 2022. (Exhibit L)
 - f. Sign Plan.
- Cut sheets of principal rooftop mechanicals (Exhibit O)

The City enters into this Agreement on the assumption that all plans and supporting documentation submitted to the City are true and accurate. If any plans, documents, or statements that are material to the project are materially untruthful or inaccurate, then such plans, documents or statements shall be deemed a violation of the Zoning Ordinance. The remedies for such a violation shall be such as are provided by law or equity for violation of a zoning ordinance. If there are discrepancies between the supporting documentation and this Agreement, including Exhibits, this Agreement shall apply.

4. Effect of Planned Unit Development Approval.

- a. The Developer and the City acknowledge and agree that approval of the PUD constitutes approval of the Planned Unit Development Plans as the Plans for the general configuration, location and amount of land occupied by permitted uses, and setbacks, subject to final site plan review and approval.
- b. References in this Agreement to activities by the Developer in relation to this Planned Unit Development are intended to include the Developer's transferees, assigns, and any subsequent owner of the Property, unless the context dictates otherwise.
- c. To the extent that development of the Property in accordance with this Agreement and Plan deviates from Zoning Ordinance regulations, this Agreement and the Plan shall control. All improvements constructed in accordance with this Agreement and Plan shall be deemed conforming under the Zoning Ordinance. All references in this Agreement to the Zoning Ordinance shall be deemed to refer to the Zoning Ordinance in effect as of the date of this Agreement. The Project shall not be subject to any additional zoning requirements contained in any amendment or additions to the Zoning Ordinance that conflict with the provisions of this Agreement or the Plan, unless the Plan is materially altered at the request of the Developer and with the approval of the City.

5. **Permits from Review Authorities.** All permits or approvals from review authorities or agencies that have jurisdiction shall be submitted to the City of Lathrup Village prior to the start of construction, including but not necessarily limited to the Road Commission for Oakland County, Oakland County Water Resources Commissioner, the Michigan Department of Environmental Quality, City Engineer, and City of Southfield Fire Inspector. It shall be the responsibility of the Developer to obtain all required permits and approvals.

6. **Landscape and Streetscape Plans.**

- a. The Planned Unit Development shall be developed in accordance with the landscape plans, as prepared by Evergreen Design Group, dated April 27, 2022. Changes in the species and locations of plantings may be approved by the City Planner if consistent with the spirit of the landscape plans and provided that details regarding the proposed changes are submitted prior to installation of any plant material. The City shall not be responsible for unapproved plant material acquired by the Developer.
- b. The Developer shall be responsible for street tree plantings.
 - i. Spacing: Trees must be provided along the Primary Road streetscape, with a typical spacing of fifty (50) feet on center. Due to the physical constraints of the property and availability of green space for tree planting, the applicant/developer shall consult with a registered arborist or licensed landscape architect to select the appropriate street trees and prepare proper installation specifications. This landscape plan shall be submitted to the City for administrative review and approval.
 - ii. Tree wells: Tree wells in sidewalks must be 5 ft. by 5 feet with a 3.5 ft. minimum depth. Perimeter fencing shall not be permitted.
 - iii. Clear vision: Trees shall not be placed closer than thirty feet (30') from intersections, nor be placed in the clear vision triangle.
 - iv. Irrigation: Irrigation systems servicing landscape within the property line must be installed at the time of development.
 - v. Maintenance of public realm: To the extent required by any local ordinance or code, the Owner shall maintain the portion of the street between the lot line and back-of-curb and, if applicable, the portion of the alley between the lot line and the edge of pavement.
 - vi. Plant Selections: Plants should be chosen for specific locations based on size and mass at maturation as well as ease of maintenance.
 - vii. The currently undeveloped portion of the Property, west of the proposed improvements, shall remain landscaped as is.
 - viii. Waste from restaurant customers shall be contained on site utilizing a single-purpose trash receptacle located at the northeast corner of the site and a multi-functional waste receptacle located in the outdoor dining area.

- ix. The plaza shall be concrete with a decorative/stamped treatment. The pedestrian crossing through the parking lot from the northeast plaza to the restaurant building shall be marked and striped accordingly.
- c. Street Lighting.
 - i. Pedestrian-scaled lighting shall provide a minimum of one foot candle of warm light between the building face and the curb.
 - ii. Streetlights are required with any new development or redevelopment and must be of the type identified by The City.
 - iii. Lighting shall be consistent with the approved site plan and compliant with ordinance requirements.
- d. Street Furniture.
 - i. Street furnishings must be placed within the Amenity Zone, which is defined as the five (5) feet between the curb face and the pedestrian zone. The plans do not comply with this standard as there is no build-to zone for any of the adjacent streets proposed for this development.
 - ii. Street furnishings shall be placed at least 2.5 feet from the curb face where on-street parking occurs, and 5 feet where travel lanes adjoin the curb, subject to road commission approval, where required.
 - iii. Planter walls, where proposed, shall be a minimum width of ten inches (10") and two and one-half feet (2.5') in height, and brick to match pavers. Planter walls shall be located at intersections and placed at evenly spaced intervals along the block.
 - iv. Street furnishings must be those identified by the City.
- e. Open Space Standards.
 - i. Location: Public open spaces should be practically located so that the public is aware of their location.
 - ii. Function: All open spaces should be functional and purposeful, yet flexible to provide for a variety of uses.
 - iii. Amenities: Outdoor furniture (benches and tables), art or sculptures, landscaping, change in the type of pavement, semi-enclosure to define the space, drinking fountains, and trash receptacles should be added to defined open spaces. The proposed amenities for the development are benches for seating, a bicycle parking rack, and pedestrian lighting.
 - iv. Awareness: Wayfinding signs should be used to direct the public to the location of open spaces, municipal parks, or trailheads, provided, however, that any such sign area shall not be deducted from the total sign area otherwise allowable for the Planned Unit Development.
 - v. Security: Open spaces shall be well-lit, well-maintained and allow for clear views to create a safe environment.
 - vi. Maintenance. The site is to be continuously maintained free of trash and debris, which shall be collected daily. The site shall be

continuously inspected and maintained free of trash and debris. Dumpsters shall be emptied as often as needed to prevent pests, blowing trash and odor.

- f. The City shall not be required, by special assessment or otherwise, to pay for the upkeep or replacement of landscaping in the Planned Unit Development.
- g. A landscaping bond shall be deposited with the City by the Developer or Developer's general contractor prior to scheduling of a pre-construction meeting to cover the full cost of all landscape plantings and landscape features, including street trees, within the Planned Unit Development as shown on the landscape plans. The amount of the bond shall be based on the City Planner's estimate. The bond shall be released after landscaping has been properly installed, as determined by inspection by the City Planner or his/her designee. If the landscaping is completed in stages, partial release of the bond may be approved after completion of each stage.

7. **Architectural and Site Design Guidelines.** The Planned Unit Development shall be developed in conformance with the following architectural and site design guidelines:

- a. **Zoning Development Requirements.** The required setbacks and other dimensional standards shall be in accordance with the approved Plans for the PUD, including but not limited to the Site Development Plan.
- b. **Building Elements.** The requirements listed in this subsection shall apply to all front-facing and exterior-side facing facades as well as facades that directly face a park or plaza. Walls shall not be blank. Walls shall include windows and architectural features customarily found on the front of a building in a traditional downtown setting such as awnings, edge detailing, cornice work, decorative materials, and decorative lighting. The following additional requirements shall apply:

- i. **Building Composition:** Building facades shall be comprised of two distinct components: a base or ground floor and a top.

1. **Base:** The base of a building shall be designed to clearly define where the building begins. It shall enhance the pedestrian experience by providing quality durable materials as well as ample windows that encourage views into a ground floor space. The applicant states and the City approves:

- a. A brick surface has been doubled as compared to the new building prototype, including brick on all four sides. Brick surfaces have been enhanced with alternating vertical and horizontal soldiers, adding interest and texture.
- b. The use of large windows both brings a connection between the exterior and interior along with an abundance of comfortable, natural light for the interior dining experience. These same windows also provide a

warm glow as you approach the café at dusk and throughout the evening hours.

Frontage base types shall be one of the following on Primary Roads (Southfield Road):

- i. Arcade: A façade featuring a series of arches and columns. -N/A
 - ii. Storefront: The front façade build-to line is at or near the edge of the right-of-way (within the build-to-zone). The entrance to the building, which may be recessed, is at the grade of the sidewalk. While the plans indicate a number of pedestrian-focused improvements, the “Storefront” base type along primary roads shall require the front façade build-to line being at or near the edge of the right-of-way (within the build-to-zone). The entrance to the building, which may be recessed, is at the grade of the sidewalk. The proposed facility does not utilize a build-to zone as defined by the ordinance, and therefore only partially complies with this standard.
2. Top: The top of the building will distinguish the building with a cornice or noticeable roof edge. Flat roofs shall be enclosed with parapets. Rooftop mechanical and other equipment shall be positioned and screened to minimize views from adjacent properties and obscure views from the public rights-of-way.

ii. **Windows and Doors**

1. Generally

- a. Materials: Structural elements to support canopies or signage, along with mullion and frame systems for windows and doors shall be painted, powder-coated or stained (or the equivalent). Glass shall be clear or lightly tinted. Reflective glass is not permitted.
- b. Shutters: When shutters are used, whether operating or decorative, they shall be equal to the width of one half of the adjacent window opening.
- c. Facade Openings: All porches, doors, colonnades, and upper floor windows, shall be vertically proportioned.

2. Ground Floor windows and doors

- a. Integral Design: All storefronts shall have doorways, windows, and signage that are integrally designed.
- b. Transparency: Each storefront shall have transparent or lightly tinted areas, equal to at least 70 percent, but not

more than 90 percent of its portion of the façade, between two (2) and eight (8) feet from the ground. These required window areas shall be either windows that allow views into retail space, dining areas, office work areas, lobbies, pedestrian entrances, merchandise display windows or other windows consistent with encouraging an active pedestrian environment along the storefront.

- c. Entry: At least one functioning doorway shall be provided for every street-facing storefront, with the primary entrance on the street. As applicable for a single ground floor use, one doorway shall be provided for every 75 feet in horizontal building length.

iii. **Building Materials**

1. Facing street, park, or plaza. At least 90% of all exterior building façades facing a street, park, or plaza shall be finished with a combination of two or more of the following: Glass, brick, cut or cast stone, wood, cementitious board (e.g., Hardie Plank), integrally colored concrete units with brick proportions (e.g., half-high “C” brick), and textured stucco.
2. Facing other buildings: at least 70% of the exterior facade shall consist of the materials specified in iii.1. above and may also include split-faced, scored, or fluted block. The south side of the building contains the drive through window.
3. Variation: There shall be a change in the vertical or horizontal building plane when there is a change in color or material. Street facing facades shall be divided vertically into segments no greater than sixty (60) feet wide.

- iv. **Corner Buildings.** Buildings located at a street corner shall have appropriate architectural features and details that accentuate its prominent corner location through additional building height and /or adding a building peak or tower element at the corner. Other creative techniques may be used, subject to the acceptance of the Planning Commission. Special architectural corner features may be permitted to exceed the maximum building height by up to ten (10) feet if deemed appropriate by the Planning Commission. While substantially setback from the build-to zone, the northeast corner of the building at Southfield Road and Sunset Boulevard is accentuated with a distinguished architectural tower. Prominent windows on the east side and the outdoor seating area on the north further address the intent of corner building standards.

- v. **Canopies and Awnings.** Facades may be supplemented with awnings that do not serve as signage but meet the following:

1. Style & Height: Straight sheds shall be used. Awnings shall be at least 8 feet above sidewalk grade at the lower drip edge.
 2. Encroachment: Awnings may encroach beyond the front or street-side Build-to-Zone and into the street right-of-way or easement but must avoid the canopy area of street trees (based on tree maturity); and be set back a minimum of five (5) feet from the face of the road curb. Awnings shall be positioned immediately above the ground floor window, in scale with the window and overall building facade. The proposed building is not near the build-to-zone, so this standard does not apply.
 3. Colors: Awnings shall be complementary to the building facade.
 4. Materials: Awnings shall be constructed of a durable material such as canvas or other material approved by the Building Official that will not fade or tear easily. Plastic and vinyl awnings are not permitted.
 5. Signage: The vertical drip of an awning may be stenciled with signage a maximum of 8 inches by a horizontal length not to exceed 80 percent of the awning width.
- vi. **Balconies and Overhangs.** Balconies and overhangs may be added to facades with the following conditions:
1. Balconies and overhangs shall not extend more than six feet from the building face.
 2. Materials shall be compatible with the building and be integrally designed.
- vii. **Building Lighting.**
1. Height: For building fronts, exterior lights must be mounted between six and fourteen feet above adjacent grade.
 2. Alley lighting: Fixtures in alleys shall illuminate the alley, be between 9 and 14 feet in height, have a shield to prevent uplighting, and not cause glare onto adjacent lots.
 3. Floodlights or directional lights: Such lighting may be used to illuminate alleys or parking garages, but must be shielded to prevent light spills upward, or into adjacent lots, the street, or area outside of the district. Floodlights shall not be used for uplighting.
 4. Contained illumination: Site lighting shall be of a design and height and shall be located so as to illuminate only the lot. An exterior lighting plan must be submitted and approved with each site plan.
 5. Flashing, traveling, animated or intermittent lighting: Such lighting is not permitted, whether of a permanent or temporary nature.
- viii. **Signs.**

1. One monument sign with the dimensions of 13'1-3/8" long, 3'9" high, and 1'11-5/8" deep. Lighting shall be permitted.
2. No painted signs are permitted.
3. Wall signs with drive-thru and rapid pick-up information are permitted for safety.
4. The illumination of the west elevation and drive-thru signs shall be turned off when the business is not open.
5. The wall signs on the north and east sides of the building elevations may remain illuminated after business hours.
6. No drive-thru sign shall be permitted on the west elevation.

c. Off-street parking.

- i. Number of spaces: Parking for this use is one space per 70 sf of GFA or one space per two employees plus one per two maximum customers plus 10-vehicle stacking spaces per drive-thru lane.
- ii. Location:
 1. Primary Roads: Surface parking lots shall have a minimum setback of 60 feet from the sidewalk and be located behind a building. Structured parking is permitted internally but must be located behind occupied uses on the ground floor.
 2. Other Roads: Surface parking lots are permitted in the rear or side of any lot and in structures and shall be setback a minimum of 5 feet from the sidewalk. Off-street parking is not permitted in front of a building.
- iii. Driveways and Access: Driveway access shall not be permitted off a Primary Road. The existing vehicular access along Southfield Road shall be maintained. Additionally, although Sunset Boulevard is not a primary road, access shall be maintained from this road.
- iv. Screening and Landscaping: Parking lots adjacent to public or private streets shall be screened by a combination of landscaping (e.g., hedge row), brick walls, and ornamental metal fencing, with the design intent of screening an area 2.5 feet high adjacent to parking lots. Unless otherwise specified here, other parking requirements found in Section 5.16.4 also apply.
- v. Shared Parking: see section 5.13.5
- vi. Bicycle Parking: Secure, visible, and accessible parking for bicycles shall be provided. Bicycle racks shall be consistent with other City bike racks.

d. Functional Elements,

Loading docks, truck parking, utility meters, HVAC equipment, trash dumpsters, trash compaction and other service functions shall be incorporated into the overall design of buildings and landscaping.

1. One (1) required 10' x 40' loading space for the proposed 3,000+ square foot building.

2. A dumpster shall be permitted in the location depicted on the Site Development Plan subject to adequate screening as determined by the Planning Commission at the time of final site plan review. The dumpster shall be enclosed with split face masonry block coordinated to match the building. Landscape screening intended to reach a mature height of at least 8 feet in height shall be planted to further obscure the dumpster from view on the public right-of-way.
3. Areas for truck parking, trash collection and/or compaction, loading and other such uses shall be permitted in the location depicted on the Site Development Plan subject to adequate screening as determined by the Planning Commission at the time of final site plan review.

8. **Utilities.**

- a. **Sanitary Sewer System.** Connection to the sanitary sewer system shall require payment of all applicable fees, charges, and assessments.
- b. **Water System.** Connection to the water system shall require payment of all applicable fees, charges, and assessments.

9. **Engineering Plans.** The Developer shall prepare and submit for review and approval detailed engineering plans for improvements. Such plans shall be reviewed by the Lathrup Village City Engineer, the Road Commission for Oakland County, and the Water Resources Commissioner, to ensure that they are substantially consistent with the Site Development Plan, including the Site Plan as finally approved, and other applicable requirements. The Developer shall make diligent and good faith efforts to obtain all approvals and permits on a timely basis, and the City will, in a timely manner, process all reviews and approvals required of it. The Lathrup Village City Engineer shall review the submitted engineering plans to determine whether additional stormwater detention or retention facilities will be required.

The Developer shall require that all contractors working on improvements submit such performance guarantees as required by the City Engineer, and any other governmental agency that has supervisory power over the work performed by such contractors and maintain such contractor insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts that are applicable, claims for damages because of bodily injury, including death, and claims for damages to property that may arise out of or result from the contractor's operations under the contract, whether such operations are by the contractor or by a sub-contractor or anyone directly or indirectly employed by any of them. The insurance shall be written for not less than limits of liability specified in the contract documents or required by law, whichever coverage is greater, and may specify that the contractor deliver to the Developer certificates of such insurance prior to the

commencement of their work, showing the Developer and the City as additional insured.

10. Construction Activity- Hours of Operation and Penalties. All construction activities within the Planned Unit Development, including but not limited to operation of any tools, machinery or equipment, shall be prohibited between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and Saturdays, and any time on Sundays and holidays. The following days shall be considered holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (first Monday in September); Thanksgiving Day (fourth Thursday in November); Christmas Eve (December 24); and Christmas Day (December 25). In addition to any other penalty provided in the City's Zoning Ordinance, any violation of this provision shall constitute a civil infraction and the Developer shall be subject to a fine of \$1,000 for each infraction. Each day such violation continues shall be deemed a separate offense.

11. Public Improvement. The Planned Unit Development shall provide a public improvement which could not otherwise be required, as follows:
The Developer shall provide the City with a cash payment of \$7,000 and the Owner shall provide the City with a cash payment of \$5,000, which funds are to be used at the City's discretion for a public improvement or benefit. Such improvement or benefit may include, but is not limited to, installation of a shelter and other improvements to the public bus stop located at the northwest corner of Sunset Boulevard and Southfield Road.

12. Modification to Agreement and/or Plans.

a. Written Easements; ZBA Authority; Minor Modifications.

- i. This Agreement may not be modified, replaced, amended, or terminated, without the prior written consent of the City Council and the Developer or its successors in title to the Property as of the date of the modification, replacement, amendment, or termination.
- ii. The City of Lathrup Village Zoning Board of Appeals shall not have any authority to grant any variances for any of the subject matter contained within this PUD Agreement.
- iii. Amendments to the PUD Site Development Plan. Proposed amendments or changes to the approved PUD Site Development Plan, whether prior to or following the issuance of a certificate of occupancy, shall be submitted to the planning commission. The planning commission shall determine whether the proposed modification is of such minor nature as not to violate the area and density requirements or to affect the overall character of the plan, and in such event may approve or deny the proposed amendment. If the planning commission determines the proposed amendment is material in nature, the amendment shall be reviewed by the planning

commission and city council in accordance with the provisions and procedures of Section 3.12 of the City's Zoning Ordinance related to final approval of the Planned Unit Development.

- b. **Amendments.** The Developer and the City agree to amend this Agreement and the Exhibits attached hereto as may be necessary or required to comply with the requirements of any federal, state or county statute, ordinance, rule, regulation, or requirement relating to the Planned Unit Development, and that any such amendment shall be effective as if originally set forth herein. In addition, the Developer and the City agree to amend this Agreement and the Exhibits attached hereto as may be appropriate, necessary, or required in order to conform to any final surveys and engineering requirements and any final plats or plans that shall have been approved by the City of Lathrup Village from time to time.
13. **Performance Guarantee.** All required performance guarantees shall be submitted prior to scheduling of a pre-construction meeting, to assure timely and proper completion of proposed improvements, including site landscaping and other improvements, in accordance with the City's Zoning Ordinance.
14. **City Not Responsible for Damages.** The Developer agrees that, absent gross negligence or willful misconduct on the part of the City, its employees, agents, representatives or contractors, or by reason of the City's course of conduct resulting in a continuing or material default of its obligations under this Agreement, the City shall not be responsible to the Developer for damages arising out of a claimed breach of this Agreement. In such event, the Developer's sole remedy (except in the event of a material defect) shall be a claim for specific performance in the Oakland County Circuit Court. In the event of any litigation relating to this Agreement, the prevailing party (as determined by the trial Court) will be entitled to reimbursement of reasonable attorney fees and costs.
15. **Approval Runs with the Land.** The approval of the PUD described herein and the Exhibits attached hereto, and the terms, provision, and conditions of this Agreement run with and bind the land, and shall bind and inure to the benefit of the successors and assigns of the parties thereto. In the event the Developer assigns or conveys its interest in all or any part of the Property to the third party, the Developer shall have no further obligations or liability hereunder with regard to the property assigned or conveyed.
16. **Recording of Agreement.** The City Attorney shall record an executed copy of this Agreement with the Oakland County Register of Deeds prior to issuance of any permits to commence construction in accordance with the Plans.

17. **Governing Law.** This Agreement shall be construed under the laws of the State of Michigan.

18. **Violations.** In the event there is a failure to perform any obligation or undertaking required under or in accordance with this Agreement and the attachments thereto, the City shall have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under City ordinances and/or state laws, provided such actions are not in violation of any ordinance or law:

- a. Enter the Property, or cause its agents or contractors to enter the Property, and perform such obligations or take such corrective measures as reasonably found by the City to be appropriate. Except in emergency circumstances, the City shall first serve written notice on Owner (as used herein, "Owner" may be the Developer, successor Developer, a builder, or the end user of a unit) setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place for a hearing before the City Council, or such other body, or official delegated by the City Council, to allow Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation that has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If the City Council or the other designated body determines that the obligation has not been fulfilled or failure corrected within the time specified in the notice, the City shall then have the power and authority, but not the obligation, to take corrective measures.
- b. Upon proper notice and opportunity to cure, issue a stop work order as to any or all aspects of the Planned Unit Development, deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Planned Unit Development, regardless of whether Owner or Developer is the named applicant for such permit or certificate of occupancy, and suspend further inspections of any or all aspects of the Planned Unit Development.
- c. Initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the PD Documents. In the event the City obtains any relief as a result of such litigation, Owner shall pay all court costs and attorney fees incurred by the City in connection with such suit.

The cost and expense of making and financing such actions by the City, including notices by the City and legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner within thirty (30) days of a billing to Owner. The payment obligation under this Section shall be secured by a lien against the Property, as the case may be, which lien shall be deemed effective as of the date of the initial written notice of deficiency provided to Owner pursuant to this Section or, in emergency circumstances, the date at which the City incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing

that has been unpaid by Owner for more than thirty (30) days on the delinquent tax rolls of the City relative to such portion of the Property, to accumulate interest and penalties, and to be deemed and collected, in the same manner as for collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against Owner and, in such event, Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit if the City prevails in collecting funds.

Any failure or delay by the City to enforce any provision contained in this Agreement shall in no event be deemed, construed, or relied on as a waiver or estoppel of the right to eventually do so in the future. Each provision and obligation contained in this Agreement shall be considered to be an independent and separate covenant and agreement and, in the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions and/or obligations shall nevertheless remain in full force and effect.

- 19. Entire Agreement: Termination.** This Agreement constitutes the entire agreement between the parties relating to the subject matter herein and may not be modified, replaced or amended, without the prior written consent of the Developer and the City of Lathrup Village.

The City may terminate this Agreement upon thirty (30) days prior written notice to the Developer, if any of the following occur and are not remedied within such thirty (30) day period:

- a. The Developer fails to act in good faith or fails to make the submissions necessary in order to obtain governmental permits and approvals necessary to complete the construction of the Project.
- b. The Developer (i) fails to commence, continue or complete construction of the Project or any phase thereof in a reasonably diligent time period; (ii) commences construction but the same is interrupted for a continuous period of more than one hundred twenty (120) days, subject to force majeure, or (iii) constructs any substantial portion of the Project in a manner which is not in compliance with approved plans and this Agreement.

- 20. Authority.** The signatories to this Agreement represent that they have been duly authorized to execute this Agreement on behalf of the parties hereto.

- 21. Governing Law.** This Agreement shall be governed by the laws of the State of Michigan.

- 22. Remedies Cumulative.** The remedies provided for herein are cumulative. The failure of a party to enforce its rights with respect to any breach hereof will not constitute a waiver by the party of its rights with respect to subsequent breaches.

23. **Notice.** Any notices required by the terms of this Agreement shall be in writing and mailed to the other party via the United States Postal Service addressed to such party at the address set forth at the beginning of this Agreement, or to such other address as one party may provide to the other by notice.

24. **Exercise of Performance.** Each party is excused from performance of any of the requirements of this Agreement when non-performance is the result of acts of God or other conditions, events, or occurrences beyond the control of such party.

25. **Best Efforts.** Each party will exercise its best efforts to perform its obligations hereunder within such times as are set forth herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and date set forth above.

WITNESES

**GOLDEN GATE PLAZA, LLC, a Michigan
Limited Liability Company**

By: _____

Its: _____

**Panera LLC, a Delaware
Limited Liability Company**

By: _____

Its: _____

**CITY OF LATHRUP VILLAGE, a Michigan
Municipal Corporation**

By: _____
MyKale Garret

Its: Mayor

By: _____
Kelda London

Its: Clerk

DRAFT



A HERITAGE OF GOOD LIVING

City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076
Phone: (248) 557-2600
www.lathrupvillage.org

Office Use Only

Item C. 1

Date Submitted: _____

Administrative Review Date: _____

Site Plan Review Date: _____

Application for Planned Unit Development

The applicant understands that if the submitted materials for planned unit development (PUD) consideration is deemed to be incomplete or if additional information for special/regulated land use has not been submitted, the site plan may be returned by the City for revisions without being forwarded to the Planning Commission for consideration, until such time as the requirements have been adequately met. By signing this application, the applicant hereby grants full authority to the City of Lathrup Village, its agents, employees, representatives, and/or appointees to enter upon the undersigned lands/parcel(s) for the purposes of inspection and examination incidental hereto.

Property Details

Name of Proposed Development: **Panera Bread - Lathrup, MI**

Site Area (Acres): **0.91**

Application Details

Name: **Dan Cook (Panera Bread)**

Address: **3630 Geyer Rd., St. Louis** State: **MO** Zip Code: **63127**

Phone Number: **314-984-2606** Cell: **314-229-1606**

Email Address: **dan.cook@panerabread.com**

Interest in Property: **Tenant / Lessee**

*If the applicant is a corporate or a partnership, please attach certificate from the state in which it is organized.

Architect

Name: **The Lawrence Group - Todd S Bundren**

Address: **319 N 4th St., St. Louis** State: _____ Zip Code: _____

Phone Number: **314-231-5700** Cell: **NA**

Email Address: **todd.bundren@thelawrencegroup.com**

Engineer

Name:	Civil & Environmental Consultants, Inc. - Patrick Bennett			
Address:	3000 Little Hills Expressway, Suite 102, St. Charles	State:	MO	Zip Code: 63301
Phone Number:	314.656.4566	Cell:	314.435.7413	
Email Address:	pbennett@cecinc.com			

Required Submittal Information

Request for Conceptual PUD Review. An applicant may apply to the Community Development Department for final review and recommendation by the Planning Commission with the submission of the following materials:

<input checked="" type="checkbox"/>	A boundary survey of the exact acreage being requested done by a registered land surveyor or civil engineer (scale not smaller than one-inch equals one hundred (100) feet).
<input type="checkbox"/>	A topographic map of the entire area at a contour interval of not more than two (2) feet. This map shall indicate all major stands of trees, bodies of water, wetlands and unbuildable areas (scale: not smaller than one-inch equals one hundred (100) feet).
<input checked="" type="checkbox"/>	Electronic copy (flashdrive) +1 hard copy, signed & sealed of the preliminary site plan indicating the following at a scale no smaller than one-inch equals one hundred (100) feet (1" = 100'):
<input checked="" type="checkbox"/>	Land use areas represented by the zoning districts enumerated in Section 3.1.1 through Section 3.1.9 of the Lathrup Village Zoning Ordinance
<input checked="" type="checkbox"/>	Vehicular circulation including major drives and location of vehicular access. Preliminary proposals as to cross sections and as to public or private streets shall be made.
<input checked="" type="checkbox"/>	Transition treatment, including minimum building setbacks to land adjoining the PUD and between different land use areas within the PUD. <i>See attached - Exhibit A</i>
<input checked="" type="checkbox"/>	The general location of nonresidential buildings and parking areas, estimated floor areas, building coverage and number of stories or height.
NA <input type="checkbox"/>	The general location of residential unit types and densities and lot sizes by area.
NA <input type="checkbox"/>	The location of all wetlands, water and watercourses and proposed water detention areas.
NA <input type="checkbox"/>	The boundaries of open space areas that are to be preserved and reserved and an indication of the proposed ownership thereof.
<input checked="" type="checkbox"/>	A schematic landscape treatment plan for open space areas, streets and border/transition areas to adjoining properties.
<input checked="" type="checkbox"/>	A preliminary grading plan, indicating the extent of grading and delineating any areas which are not to be graded or disturbed.
<input checked="" type="checkbox"/>	An indication of the contemplated water distribution, storm and sanitary sewer plan.
<input checked="" type="checkbox"/>	A written statement explaining in detail the full intent of the applicant, indicating the type of dwelling units or uses contemplated and resultant population, if any, floor area, parking and supporting documentation, including the intended schedule of development. <i>See attached - Exhibit A</i>
<input checked="" type="checkbox"/>	Review Fee: Fees for review of PUD plans shall be established by resolution of the council.

Intent of PUD Regulations

Section 3.12 of the Lathrup Village Zoning Ordinance provides the process and criteria for PUDs: The Planned Unit Development (PUD) option is intended to permit, with city approval, private or public development which is substantially in accord with the goals and objectives of the Master Plan for Land Use. The development permitted shall be considered as an optional means of development only upon terms agreeable to the city. The provision of this option imposes no obligation of the city to encourage or foster its use. The decision to approve its use shall be at the sole discretion of the city. Utilization of the PUD option will permit flexibility in the regulation of land development by encouraging innovation through an overall development plan to provide variety in design and layout; to achieve economy and efficiency in the use of land, natural resources, energy and in the provision of public services and utilities; to encourage the creation of useful open spaces particularly suited to the needs of the parcel in question; to preserve the city's historic resources; and to provide appropriate housing, employment, service and shopping opportunities suited to the needs of the residents of the city. It is further intended that the Planned Unit Development may be used to permit densities or lot sizes which are different from the applicable district and to permit the mixing of land uses that would otherwise not be permitted; provided that the goals of the Master Plan are met and the resulting development is consistent with the Master Plan and would promote the public health, safety and welfare. It is further intended that the development will be laid out so that the various land uses and building bulk will relate to each other and to adjoining existing and planned uses in such a way that they will be compatible, with no material adverse impact of one use on another.

Criteria for Qualifications

Submit the following for the qualification review:

In order for a zoning lot to qualify for the PUD option, it must be demonstrated that all of the following criteria will be met as to the zoning lot:

Location. The PUD option may be effectuated in the MX or VC districts only.

Purpose. How does the proposed project achieve a higher quality of development than would otherwise be achieved under conventional standards? Do the proposed activities or buildings or uses which are not normally permitted result in an improvement to the public health, safety and welfare in the area affected? What recognizable and substantial benefit(s) does the project offer the community, and to the ultimate users of the developed site?

The New Panera at Lathrup Village will provide a high quality development for the community. Upon a thorough review of all applicable Lathrup Village ordinances and consultation with all parties involved, Panera Bread was able to accomplish the following community benefits and improvements to the Design and Site Plan:

1. Site is suitable for Panera's newest design, the Ballwin, MO. prototype. Only one has been constructed in the US so far.
2. Brick surface has been doubled as compared to the new prototype, including brick on all four sides.
3. Brick surfaces have been enhanced with alternating vertical and horizontal soldiers, adding interest and texture.
4. Patio situated to allow visibility and continuity with new pedestrian amenity area at NE corner of the site.
5. Patio enhanced with string lights and alternate ground coloration and scoring pattern for a patio look that references surrounding residential community.
6. Addition of a pedestrian amenity area in the NE corner of the site where the principal sidewalks of Southfield Road and Sunset Boulevard intersect with the traffic light – supported crosswalk.
7. Inclusion with the pedestrian amenity area of bike rack, benches, reserved landscape zone, and installation point for public art or contextual plaque to maximize community benefits.
8. Enhanced safety and access from pedestrian amenity area to restaurant door and patio via high-visibility crosswalk.
9. Addition of pedestrian level lighting along entire length of site sidewalk on Southfield Road.
10. Additional pedestrian crosswalk directly from front of property, on par with crosswalk from pedestrian amenity area
11. Expanded landscaping areas:
 - a. West and north of patio
 - b. North-to-south along Southfield Road
 - c. North-to-south on building front (east elevation)
 - d. North-to-south at west edge of the property to enhance existing berm's visual shielding of drive through from residences.
12. Enhanced pedestrian safety (walk in and walk from parking) by pushing vehicular ingress/egress to the corners of the site and clearing driver visibility to pedestrian cross points.
13. Best-in-class dining room with exposed wood bar height gathering table and abundant seating to encourage use of the dining room as a community "third place"
14. Maximized parking to the extent possible on a tight site to encourage dine-in while simultaneously welcoming long visits, chance encounters, and group interaction.
15. Inviting pedestrian and vehicular entries are coupled with a welcoming interior to attract guests into the restaurant. Attention is literally focused on the inside of the restaurant using a new mirror display over the bakery items visible through out the café.

Consistency with the zoning ordinance. How does the proposed development align with the purpose of the zoning ordinance and the intent of these PUD regulations (see above)? What problems or constraints are presented by applicable zoning provisions?

The new Panera Bread development will align in many ways with the intent of the PUD regulations and the spirit of the adopted ordinances. The development will improve the infrastructure through new lighting, sidewalks, and improvements to the property's landscaping. The building itself is made of high quality, aesthetically pleasing materials that reflect the most current Panera prototype beyond what is required in the ordinances. In addition, this development will bring a desirable change to the site which is currently not being utilized, resulting in a place that will be beneficial to the entire community. The need for a drive through option for residents; although secondary to the dining room as the main customer touch point, is necessary for Panera's strategic success, and has been a well-received amenity for communities around the country. The Panera team, in consultation with affected parties, explored multiple options that aligned with the applicable zoning provisions and found that some would unfortunately not work with the site requirements that are necessary for a safe and successful café. The following items were investigated and unfortunately found to be unworkable from a public safety perspective and to not align with Panera's operations model which is necessary for them to be successful and therefore able to provide a positive experience / amenity to the community:

1. Pulling restaurant toward Southfield Road (zero lot line). Reasons:
 - a. compromised traffic circulation for both parking and a natural drive thru / Rapid Pickup experience
 - b. Pedestrian safety causing guests to cross the drive thru lanes on each visit.
 - c. Reduced parking count
 - d. constructability
2. Relocation of east parking to west side of lot behind drive through (using green space) and moving building partially to the east. Reasons:
 - a. forestation of entrance way removes buffer for protection vehicles.

Availability and capacity of public services. Can the proposed type and density be served by the existing public services, facilities, and utilities? What is the impact of the project on other users of these services, facilities and utilities? If the proposed land use does add to service and facility loads beyond those contemplated in the Future Land Use Plan, how will such added loads be accommodated or mitigated?

This project can be served by the existing public services, facilities, and utilities. There is no impact on other users anticipated.

Public improvement. Does the proposed development provide a public improvement which could not otherwise be required that would further the public health, safety, or welfare, protect existing or future uses from the impact of a proposed use, or alleviate an existing or potential problem relating to public facilities? Does the proposed project meet one of the following objectives?

The New Panera Bread at Lathrup Village development will provide a public improvement and further the public safety and welfare of the community. The new development will bring commerce to a currently underutilized property as well as the amenity of a modern Panera Café that will act as a space for the community to come together. The added landscaping, site amenities, aesthetically pleasing building design using durable construction materials, and safe site design for both vehicular and pedestrian traffic will be a positive addition to the community. The development complies with the spirit of the PUD process and that of the master plan for the community by providing a smart development which adds to the fabric of the village, and provides economic improvements. Specific to the items listed below the following two items are achieved:

1. To foster the aesthetic appearance of the city through quality building design and site development, the provision of trees and landscaping beyond minimum requirements; the preservation of unique and/or historic sites or structures; and the provision of open space or other desirable features of a site beyond minimum requirements.
2. To bring about redevelopment of sites where an orderly change of use is determined to be desirable.
3. To provide alternative uses for parcels which can provide transition buffers to residential areas

In consultation with the city and affected parties Panera has investigated multiple options for this site and has determined that the plan being presented is the most efficient from an operations, life safety, and community improvement perspective. Panera Bread hopes that the leadership of Lathrup Village will accept this development offer so that they can continue to be a part of this community and deliver an even higher level of service to their customers and the residents of Lathrup Village.

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | To permanently preserve open space or natural features because of their exceptional characteristics or because they can provide a permanent transition or buffer between land uses. |
| <input type="checkbox"/> | To preserve historic structures that add to the character of the city. |
| <input type="checkbox"/> | To permanently establish land use patterns which are compatible, or which will protect existing or planned uses. |
| <input type="checkbox"/> | To accept dedication or set aside open space areas in perpetuity. |
| <input checked="" type="checkbox"/> | To provide alternative uses for parcels which can provide transition buffers to residential areas. |
| <input checked="" type="checkbox"/> | To provide active open spaces, such as parks, plazas, and market or festival spaces for public use. |
| <input type="checkbox"/> | To promote the goals and objectives of the Master Plan. |
| <input checked="" type="checkbox"/> | To provide infrastructure, such as streets, sidewalks, lighting and the like, consistent with the Master Plan. |
| <input checked="" type="checkbox"/> | To foster the aesthetic appearance of the city through quality building design and site development, the provision of trees and landscaping beyond minimum requirements; the preservation of unique and/or historic sites or structures; and the provision of open space or other desirable features of a site beyond minimum requirements. |
| <input checked="" type="checkbox"/> | To bring about redevelopment of sites where an orderly change of use is determined to be desirable. |

Density. The PUD shall not be allowed solely as a means of increasing density or as a substitute for a variance request; such objectives should be pursued through the normal zoning process by requesting a zoning change or variance.



(866) 680-5700
www.thelawrencegroup.com

Austin

Barton Oaks Plaza Four
901 MoPac Expy South
Suite 180
Austin, TX 78746

New York

275 West 39th Street
9th Floor
New York, NY 10018

St. Louis

319 N. 4th Street
Suite 1000
St. Louis, MO 63102

EXHIBIT – A

Topic: City of Lathrup Village – Application for Planned Unit Development
Supplemental information.

Project: Panera Bread – Lathrup Village, MI

Date: 2022-04-27

The following are responses to items listed on the PUD application checklist
(Required Submittal Information):

Item: *Transition treatment, including minimum building setbacks to land adjoining the PUD and between different land use areas within the PUD.*

Response:

North and East abuts street. West abuts existing berm, to be landscaped with screening plantings. South abuts commercial property, parking lot connection to be added. Setbacks of the proposed building is 72'-0" feet from property line. Adjacent building to the South is 27'-6" feet from property line

Item: *A written statement explaining in detail the full intent of the applicant, indicating the type of dwelling units or uses contemplated and resultant population, if any, floor area, parking and supporting documentation, including the intended schedule of development.*

Response: For "full intent of applicant," just one sentence such as, "The introduction of the newest design of bakery café restaurant from Panera Bread, offering a full menu and providing a compelling dining room and gathering place for the people of Lathrup Village, surrounding communities and their guests." For "schedule of development" just say "Starting 2022 and scheduled to open Spring 2023"

End of Exhibit

Architecture

Interior Design

Master Planning

Landscape Architecture

Furniture Procurement

Graphic Design

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES

Date Received:

OCT 28 2002

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless
a subsequent effective date within 90 days after
received date is stated in the document.

FILED

DEC 11 2002

Name

517-663-2525 Ref # 26798
Attn: Cheryl J. Bixby
MICHIGAN RUNNER SERVICE
P.O. Box 266
Eaton Rapids, MI 48827

Administrator
BUREAU OF COMMERCIAL SERVICES

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

B94-96D

APPLICATION FOR CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN MICHIGAN

For use by Foreign Limited Liability Companies
(Please read information and instructions on last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned limited liability company executes
the following Application:

1. The name of the limited liability company is:

Panera, LLC

2. (Complete this item only if the limited liability company name in item 1 is not available for use in Michigan.)
The assumed name of the limited liability company to be used in all its dealings with the Bureau and in the
transaction of its business in Michigan is:

3. It is organized under the laws of Delaware

The date of its organization is 12-31-01

The duration of the limited liability company if other than perpetual is _____

4. The address of the office required to be maintained in the state of organization or, if not so required, the principal
office of the limited liability company is:

6710 Clayton Rd. Richmond Heights mo 63117
(Street Address) (City) (State) (ZIP Code)

5. a. The address of its registered office in Michigan is:

c/o The Corporation Company, 30600 Telegraph Road, Bingham Farms, Michigan 48025
(Street Address) (City) (ZIP Code)

b. The mailing address of the registered office if different than above:

_____, Michigan _____
(Street Address or P.O. Box) (City) (ZIP Code)

c. The name of the resident agent at the registered office is:

The Corporation Company _____

6. The Department is appointed the agent of the foreign limited liability company for service of process if no agent has been appointed, or if appointed, the agent's authority has been revoked, the agent has resigned, or the agent cannot be found or served through the exercise of reasonable diligence.

The name and address of a member or manager or other person to whom the administrator is to send copies of any process served on the administrator is: (Must be different than agent shown in Item 5c)

Ronald M. Shaich
(Name)

6710 Clayton Rd. Richmond Heights, MO 63117
(Street Address) (City) (State) (ZIP Code)

7. The specific business which the limited liability company is to transact in Michigan is as follows:

Operation of commissaries and fresh dough facilities including the production of fresh dough, tuna fish salad, cream cheese and other lawful activities allowed under the Michigan Limited Liability Company Act in connection with the foregoing.

The limited liability company is authorized to transact such business in the jurisdiction of its organization.

Signed this 25th day of JANUARY, 2002

By X R M
(Signature)

Ronald M. Shaich Manager
(Type or Print Name) (Type or Print Title)

Delaware

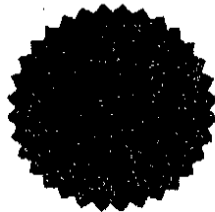
PAGE 1

Item C.

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "PANERA, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTIETH DAY OF OCTOBER, A.D. 2002.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

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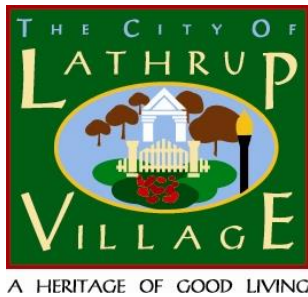
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AUTHENTICATION: 2063782

DATE: 10-30-02

TOTAL P.02

IF
12-9-02



Planning Commission Minutes

Tuesday, May 17, 2022, at 7:00 PM
27400 Southfield Road, Lathrup Village, Michigan 48076

1. **Call to Order by Chair Piotrowski at 7:05 p.m.**
2. **Pledge of Allegiance**
3. **Roll Call**

Commissioners Present: Mark Piotrowski, Chair
Jason Hammond, Vice Chair
Les Stansbery, Secretary
Wilbert Fobbs III
Bruce Kantor
Robert Tamarelli

Absent: Terrence Hicks

Staff Present: Jill Bahm, Giffels Webster Engineering, Kelda London Government Operations Assistant.
Susie Stec, Community, and Economic Development Manager and
Scott Baker, City Attorney, attended the meeting remotely

Commissioner Kantor motioned to excuse Commissioner Hicks; the motion was seconded by Vice-Chair Hammond

Motion carried.

4. **Approval of Agenda**

Commissioner Kantor moved to approve the agenda; the motion was seconded by Vice Chair Hammond.
Motion carried.

5. **Approval of Meeting Minutes**

A. Regular Meeting - 2022 04 19

Motion by Vice-Chair Hammond to approve the meeting minutes of the April 19, 2022, minutes as modified. Motion seconded by Secretary Stansbery.

Motion carried.

6. **Public Comment** (speakers are limited to 3 minutes)

None

7. **New Business**

A. Public Hearing - Planned Unit Development - 27777 Southfield Road (Panera Bread)

Open Public

Jill Bahm, Giffels Webster shared a presentation of the purposed project at 27777 Southfield Rd. This project is located at the southwest corner of Southfield and Sunset. The applicants have proposed to demolish that building and construct a new Panera Bread restaurant with a drive-thru. Currently, that use is not permitted in that district.

Public Comment

Oscar Dixon 27711 Eldorado- Comments in opposition to the project.

Lisa Bryant 27721 Eldorado – Expressed concerns regarding parking and additional noise. Vice-Chair Hammond read into the record comments from Annette Kingsbury – Concerns regarding the drive-thru.

Public Hearing Closed

B. Planned Unit Development - 27777 Southfield Road (Panera Bread) discussion & action

Todd Bundrind, Dan Cook, and Patrick Bennett representing Panera Bread attending the meeting and available for questions.

Vice-Chair Hammond motioned to recommend approval of the Planned Unit Development for 27777 Southfield Road to be presented to the City Council with the following conditions for the development agreement;

- 1.) Landscaping around the dumpster and screening should be the same material
- 2.) Enhanced screening and no parking along Eldorado frontage.
- 3.) Traffic/Parking study for exits and entrances from Southfield and Sunset as well as pedestrian circulation to and from the public sidewalk and the property to the south
- 4.) Specification on the drive-thru speakers and evidence that noise will not intrude onto Eldorado
- 5.) Work with DDA to incorporate public art

- 6.) Bike racks that are consistent with other racks in the area, ensure that multiple bikes can park safely and securely
- 7.) All drive-thru queuing shall occur on-site
- 8.) Building material should be consistent with the high-quality materials presented with the initial concept
- 9.) Mechanical equipment should be screened from view

Motion was seconded by Commissioner Kantor.

Motion carried.

C. 2022 - 2027 Capital Improvement Plan

Jill Bahm of Giffels Webster reviewed the updates of the Capital Improvement Plan, explaining the additions and revisions.

Vice-Chair Hammond made a recommendation for the Planning Commission to approve the Capital Improvement Plan for 2022-2027. Motion seconded by Secretary Stansbery.

Motion carried.

8. Old Business and Tabled Items

A. Front yard & Impervious Surface Coverage discussion

Discussion regarding permeable coverage as it relates to other goals of the Planning Commission. Is it appropriate to have more than one driveway of a certain width and or regulate impervious surface coverage which is not currently regulated but does tie into other goals of the Commission? Giffels Webster will research what other communities are doing and report back.

9. Other Matters for Discussion

Jill Bahm will be a presenter at The Michigan Association of Planning and will be highlighting the House in the Woods site as it relates to housing and the Master Plan.

10. General Communication

None

11. Adjourn

Meeting adjourned at 9:39 p.m.

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KEY NOTES

1. PROPOSED 6" VERTICAL CONCRETE CURB.
2. PROPOSED TURN DOWN SIDEWALK.
3. PROPOSED ASPHALT PAVEMENT.
4. PROPOSED PAVEMENT STRIPING
5. PROPOSED TRASH ENCLOSURE. REFER TO ARCHITECTURAL PLANS.
6. PROPOSED ADA PAVEMENT MARKINGS.
7. PROPOSED ADA ACCESSIBLE RAMP.
8. PROPOSED ADA ACCESSIBLE PARKING SIGNAGE.
9. EXISTING MONUMENT SIGN TO REMAIN.
10. PROPOSED "RAPID PICK UP" SIGNAGE.
11. PROPOSED LANDSCAPE AREA. REFER TO LANDSCAPE PLAN.
12. PROPOSED PATIO AREA.
13. PROPOSED POSTS.
14. PROPOSED STRING LIGHTS.
15. PROPOSED PEDESTRIAN LIGHTS.
16. PROPOSED BENCH.
17. PROPOSED BIKE RACK.
18. PROPOSED WATER SERVICE PER UTILITY COMPANY STANDARDS.
19. PROPOSED GAS SERVICE PER UTILITY COMPANY STANDARDS.
20. PROPOSED GAS METER.
21. PROPOSED SANITARY SEWER LATERAL.
22. EXISTING TRANSFORMER AND PAD.
23. PROPOSED SECONDARY SERVICE PER UTILITY COMPANY STANDARDS. ALL MATERIAL AND INSTALLATION BY CONTRACTOR.
24. PROPOSED TELEPHONE SERVICE PER UTILITY COMPANY STANDARDS. COORDINATE WITH UTILITY COMPANY FOR PRECISE CONNECTION POINT.
25. PROPOSED CONDUIT CAPPED FOR FUTURE USE.

LEGAL DESCRIPTION

LAND IN THE CITY OF LATHRUP VILLAGE, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:

THE NORTH 180 FEET OF LOT 660, LOUISE LATHRUP'S CALIFORNIA BUNGALOW SUBDIVISION NO. 1, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 31 OF PLATS, PAGE 34, OAKLAND COUNTY RECORDS.

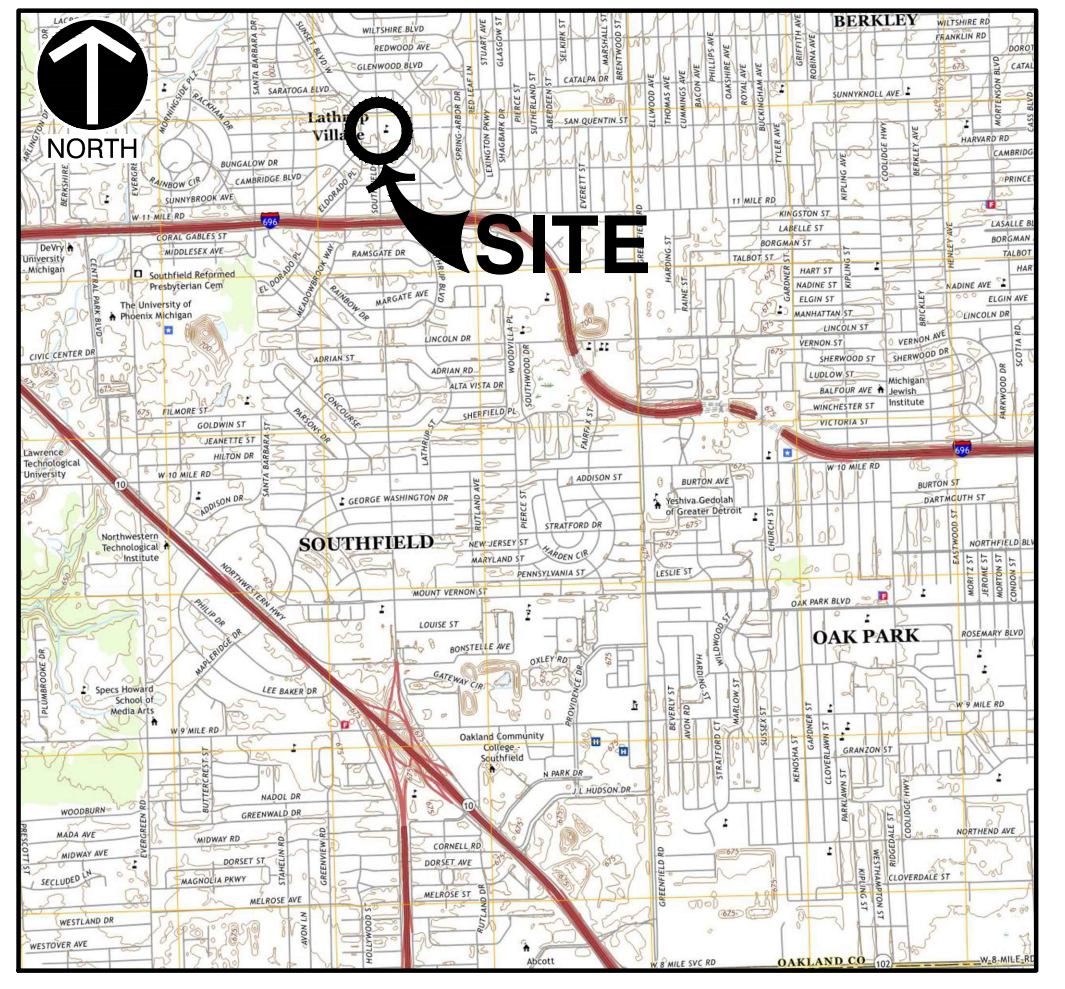
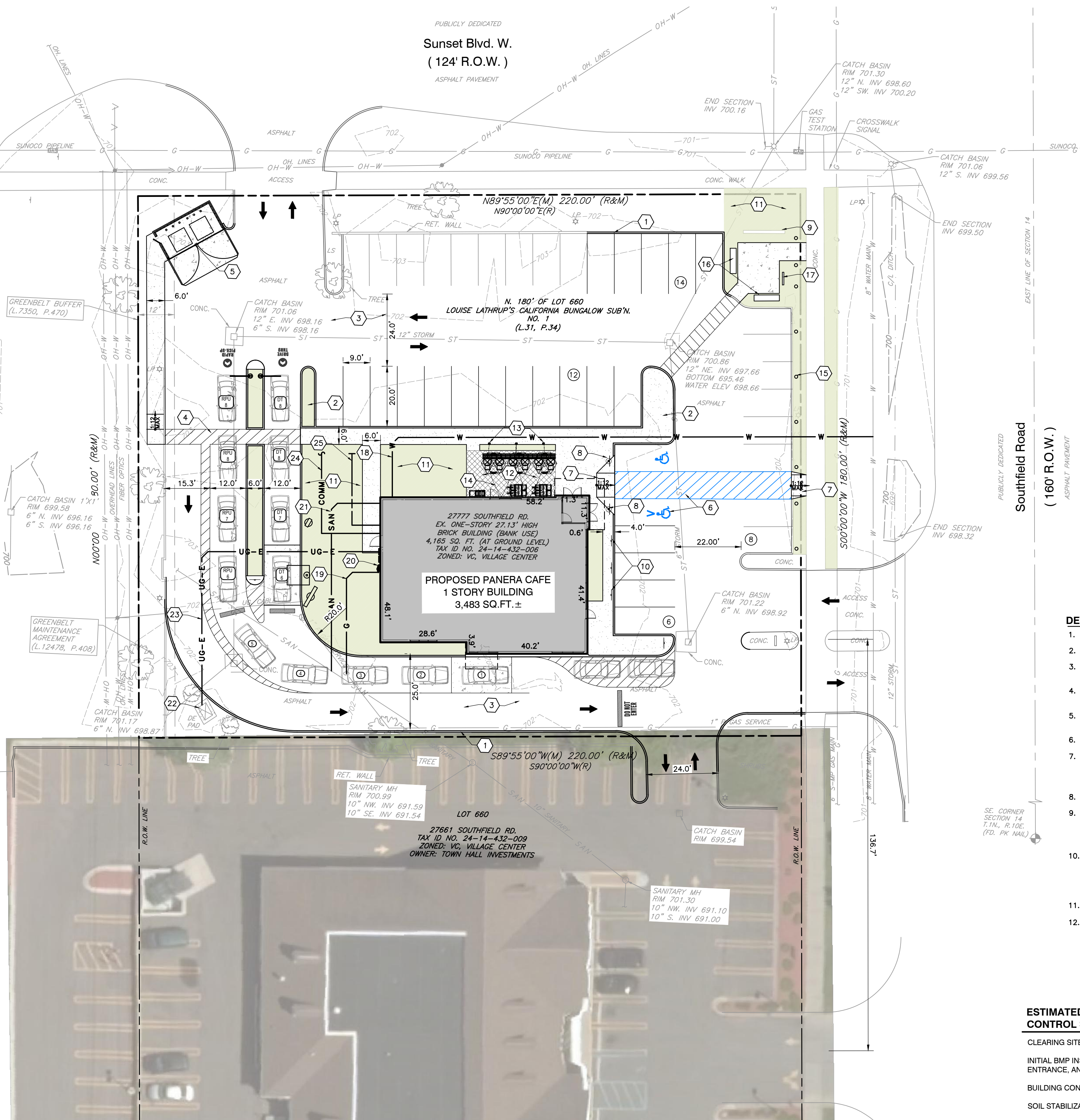


REFERENCE

1. EXISTING CONDITIONS BASED ON BOUNDARY / TOPOGRAPHIC SURVEY CONDUCTED BY NF ENGINEERS DATED DECEMBER 7, 2021.

NOTE TO CONTRACTOR: PRIOR TO ANY EXCAVATION FOR UNDERGROUND UTILITIES, CONTRACTOR SHALL EXPOSE AND VERIFY LOCATIONS (HORIZONTAL AND VERTICAL) OF ALL EXISTING UTILITIES INCLUDING BUT NOT LIMITED TO GAS, WATER, BROADBAND, PHONE, SANITARY AND STORM SEWERS. ANY CONFLICT SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER AND APPROPRIATE AUTHORITIES

Eldorado Place
(106' R.O.W.)



U.S.G.S. 7.5 TOPOGRAPHIC MAP, ROYAL OAK QUADRANGLE, MI, DATED 2019, SCALE 1" = 4000'

ARCHITECT

THE LAWRENCE GROUP
319 N FOURTH ST., STE 1000
ST. LOUIS, MO 63102
CONTACT: TODD BUNDREN
PH: (314) 242-1329
EMAIL: todd.bundren@thelawrencegroup.com

CIVIL ENGINEER

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
3000 LITTLE HILLS EXPRESSWAY, SUITE 102
ST. CHARLES, MO 63301
CONTACT: PATRICK T. BENNETT, PE
PH: (314) 656-4566
FX: (314) 656-4578
EMAIL: pbennett@cecinc.com

DEVELOPMENT NOTES:

1. AREA OF TRACT: 0.91 ACRES
2. ID NO: 2414432006
3. SITE ADDRESS: 27777 SOUTHFIELD ROAD, LATHRUP VILLAGE MI, 48076
4. ZONING: VC, VILLAGE CENTER (CITY OF LATHRUP VILLAGE)
5. USE: EXISTING USE-BANK
PROPOSED USE-PANERA BREAD
6. OWNER: GOLDEN GATE PLAZA, LLC.
7. REQUIRED SETBACKS (PER SECTION 3.1.8):
MINIMUM FRONT YARD SETBACK: 0 FEET
MINIMUM REAR YARD SETBACK: 5 FEET
MINIMUM SIDE YARD SETBACK: 0 FEET
8. MAXIMUM BUILDING HEIGHT: 3 STORIES OR 40 FEET, WHICHEVER IS LESS
9. PARKING SPACES:
DIMENSIONS = 9'x20'
1 WAY MANEUVERING LANE = 15'
2 WAY MANEUVERING LANE = 22'
10. FLOOD PLAIN NOTE:
ACCORDING TO THE FLOOD INSURANCE RATE MAP OF CITY OF LATHRUP VILLAGE, MICHIGAN OAKLAND COUNTY, MAP NUMBER 26125C0676F, WITH AN EFFECTIVE DATE SEPTEMBER 29, 2006, THIS PROPERTY LIES COMPLETELY WITHIN ZONE X UNSHADED. ZONE 'X' IS DEFINED AS AREAS OF MINIMAL FLOOD HAZARD
11. SITE SOILS ARE COMPRISED OF HYDROLOGIC SOIL GROUP C/D.
12. THE NATIONAL WETLANDS INVENTORY (NWI) DOES NOT SHOW WATERS WITHIN THE SITE.

ESTIMATED CONSTRUCTION AND SILTATION CONTROL SEQUENCE AND ESTIMATED SCHEDULE:

CLEARING SITE OF DEBRIS FOR GRADING AND BMP INSTALLATION _____ EARLY JULY - MID JULY
INITIAL BMP INSTALLATION OF SILT FENCING, CONSTRUCTION ENTRANCE, AND WASH DOWN STATION. _____ EARLY JULY - MID JULY
BUILDING CONSTRUCTION, CURBS, PAVEMENT, AND SIDEWALKS. _____ MID JULY - MID SEPTEMBER
SOIL STABILIZATION AND TEMPORARY BMP REMOVAL. _____ MID SEPTEMBER - EARLY OCTOBER



PATRICK T. BENNETT
(PE# 6201052209)
*HAND SIGNATURE ON FILE



SITE DEVELOPMENT PLAN

DRAWING NO.:

CP01

SHEET 01 OF 01

SUBMITTAL RECORD

DESCRIPTION

NO. DATE

Civil & Environmental Consultants, Inc.
3000 Little Hills Expressway · Suite 102 · St. Charles, MO 63301
314-656-4566 · 866-250-3679
www.cecinc.com

PANERA BREAD
27777 SOUTHFIELD ROAD
LATHRUP VILLAGE, MI 48076

JGM

PTB

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PTB

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