



Memo

To: Acme Township Board of Trustees and Planning Commission
From: Sharon E. Vreeland, Township Manager
Date: 03/23/11
Re: VGT-Phase I SUP #2009-1P Status Update

A letter dated January 6, 2011 from Beckett & Raeder/OHM containing feedback about the 11/2010 version of the Traffic Impact Study (TIS) was provided to the applicant. On January 11 there was a meeting at MDOT headquarters in Lansing about the TIS. Last month I provided the notes memorializing the meeting to you. Since that time there has been some further discussion about what resources the applicant needs to adequately address the next steps for refining the TIS.

The township provided to the applicant a letter drafted by John Iacoangeli dated January 17, 2011 that provided feedback on the revised general application materials submitted in late November 2010. The applicant posed some questions about the feedback, and an additional response was generated by John I. and provided. The questions and response are attached. The township is awaiting further word from the applicant.

The township has contracted with Scott Jozwiak of Jozwiak Consulting to evaluate the current capacity of the relevant portions of the regional sanitary sewer system to handle projected flows from a Meijer store. VGT requested a determination from the township in this regard, and the costs to respond to their request will be billed to their SUP application escrow account. The contract is attached. An initial meeting between consultant, township and the DPW occurred during the first week of March. We were hoping to have the study complete by the end of March, but at this time I expect it to be delivered sometime in April. Now that I am back from vacation I can provide some additional data needed by Scott for the study. Some data for the study relating to a sewer pump station near the Burger King on US 31 North shared by Acme and East Bay Townships is also proving challenging to determine. There are some known problems with the metering of existing flows at this location that both townships and the DPW have been working to try to resolve for over a years, and establishing appropriate data for current flow levels through the pump is important to determining how new flows from the proposed Meijer store would impact that pump station. The station is located in East Bay Township, but Acme Township sends its flows through East Bay Township to reach the wastewater treatment plant in Traverse City. There is an intergovernmental agreement in place that dictates the maximum amount of flow capacity Acme Township may use and how facility maintenance and repair costs are shared.

Sharon Vreeland

From: sschooler@anderson-realestate.com
Sent: Thursday, March 03, 2011 3:31 PM
To: Sharon Vreeland
Subject: RE: Preliminary review feedback - VGT 11-2010 SUP application submission

Sharon,

As we respond to the Beckett and Raeder feedback, Gourdie Frazer and I have a few questions/comments.

1. Page 2 of 26 item 2. Drawing. Please have Beckett and Raeder use the created date when referring to the Gourdie Frazer drawings not the original date. The created date is the revision date.
2. Page 4 of 26 item 12. Master Condominium Association Bylaws. Who does the determination if applicable for this Phase? Does VGT need to do anything?
3. Page 5 of 26 item 2. Can we discuss with John Iacoangeli how he needs to see the contour elevations for the site?
4. Page 6 of 26 item 5. Can we discuss with John Iacoangeli how he needs to see the contour elevations for the site?
5. Page 6 of 26 item 7. Can we discuss with John Iacoangeli how he thinks the internal roundabout is too large and doesn't meet current design and geometric guidelines.
6. Page 8 of 26 item 7.5.5. Can we discuss with John Iacoangeli the Loading and unloading requirements.

Can you, John, Terry and I get on the phone as soon as it is possible to discuss these items? Steve

From: Sharon Vreeland [<mailto:SVreeland@acmetownship.org>]
Sent: Monday, January 31, 2011 11:49 AM
To: Steve Schooler
Cc: Wayne Kladder; Jeff Jocks; jbzollinger@att.net; John Iacoangeli
Subject: Preliminary review feedback - VGT 11-2010 SUP application submission

Good morning Steve. Apologies for the delay. Here is the preliminary review feedback on the revised SUP submission. After you have had a chance to read through it, I'm sure you will be in touch.

Working on the billing, and on finalizing a service provider for answering the sewer capacity question. Should have more on both of those for you within a few days.

Sharon E. Vreeland, Township Manager
Acme Township
6042 Acme Road
Williamsburg MI 49690
231-938-1350 Ext. 14
231-938-1510 (fax)
svreeland@acmetownship.org

March 7, 2011

Mr. Steve Schooler
Anderson Real Estate
3805 Edwards Avenue, Suite 700
Cincinnati, OH 45209



Dear Steve,

I wanted to take this opportunity to respond to your questions outlined in a March 3, 2011 e-mail to Ms. Sharon Vreeland regarding our January 17, 2011 Planning Analysis for the Phase I Village at Grand Traverse.

1. Plan Dates. The remarks regarding "creation" date versus the "revision" date have been noted.
2. Master Condominium Association Bylaws. Section 5.17 (page 17) of the Special Use Permit (SUP) specifies that the "Applicant shall submit to Acme Township proposed Deed Restrictions applicable to the Property...." This section of the SUP contains specific language on page 18 that needs to be incorporated in the Master Condominium Association Bylaws. Can the deed restriction be handled outside of the Master Condominium Association Bylaws? Probably, but I would defer this issue to Jeffrey Jocks the Acme Township attorney on this matter.
3. Contour Elevations. Due to the topography of the site and the location of residential and non-residential land uses a cross-section of the site would be beneficial to understand elevation changes and their relationship to setbacks, landscaping, lighting, and drainage. I have attached a drawing to illustrate the intent of our comments.
4. Contour Elevations. Due to the topography of the site and the location of residential and non-residential land uses a cross-section of the site would be beneficial to understand elevation changes and their relationship to setbacks, landscaping, lighting, and drainage. I have attached a drawing to illustrate the intent of our comments.

Beckett & Raeder, Inc.
535 West William, Suite 101
Ann Arbor, MI 48103

734 **663.2622** ph
734 **663.6759** fx

Petoskey Office
616 Petoskey St., Suite 100
Petoskey, MI 49770

231.347.2523 ph
231.347.2524 fx

Traverse City Office
921 West 11th St., Suite 2E
Traverse City, MI 49684

231.933.8400 ph
231.944.1709 fx

Toledo, Ohio
419.242.3428 ph



5. Roundabout. During one of the several traffic-related meetings between the review agencies and your consultants, Mr. Steve Dearing, P.E., PTOE, mentioned that the internal roundabout was an earlier version of roundabout geometry which has subsequently been revised and no longer used. For example, the conceptual plan roundabout shows a small building with sidewalks which is strongly discouraged in new roundabout design guidelines.

6. Loading and Unloading Requirements. The loading and unloading requirements of the old zoning ordinance are excessive. Since this is the zoning ordinance version selected as part of the review you need to provide 94 loading and unloading spaces or request a variance to waive 87 spaces.

I hope these clarifications help in assisting with the timely review of the Phase I site plan. If you have any further questions please direct those to Ms. Sharon Vreeland.

Regards,

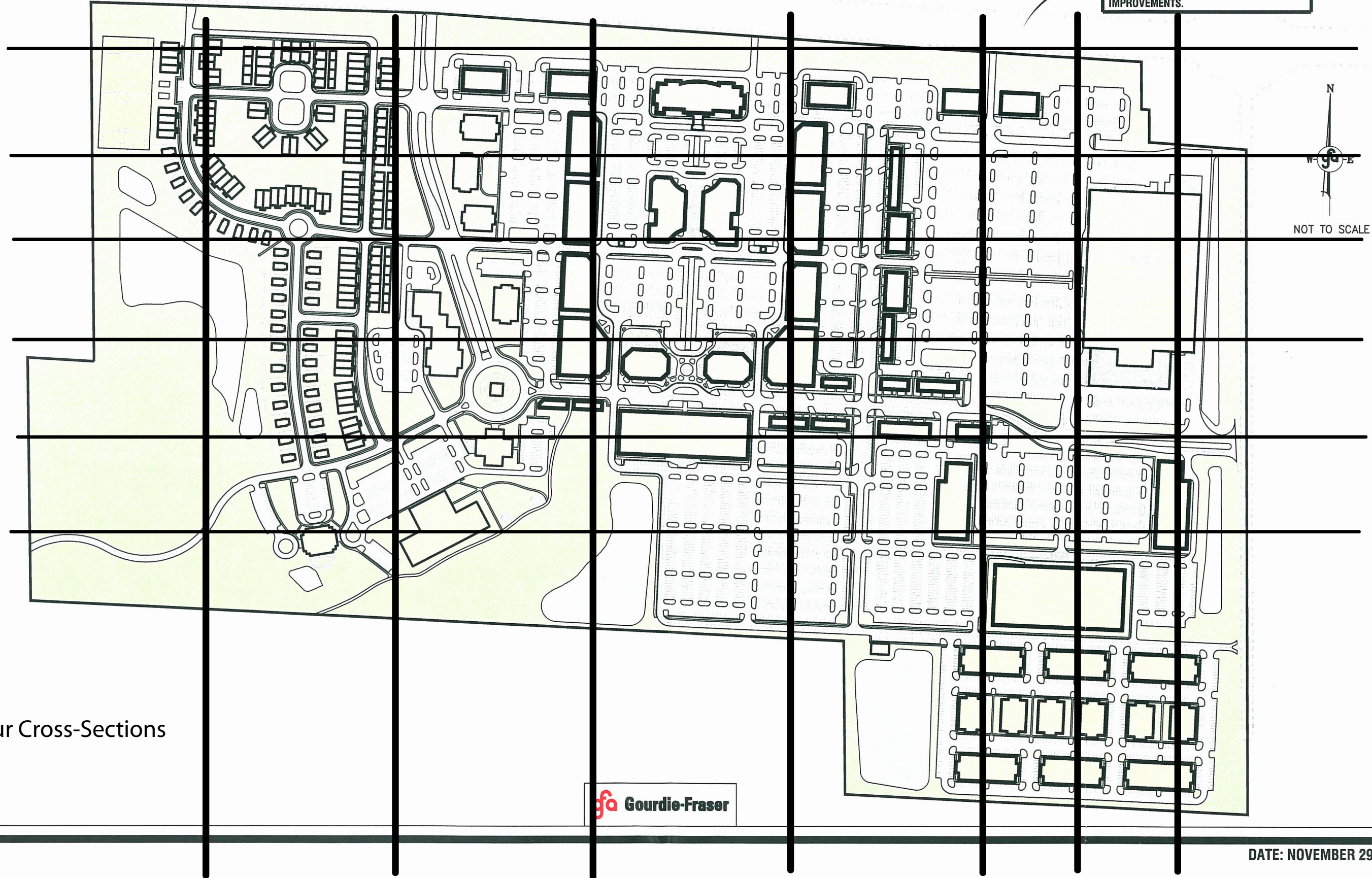
A handwritten signature in black ink, appearing to read 'John R. Iacoangeli', with a large loop at the beginning and a trailing flourish.

John R. Iacoangeli, AICP, PCP, LEED AP
Principle

encl.

The Village At Grand Traverse - Overall Conceptual Plan

SEE SEPARATELY BOUND TRAFFIC IMPACT STUDY PREPARED BY PROGRESSIVE AE, DATED 11/29/10 FOR PHASE I ROADWAY IMPROVEMENTS.



T:\PROJECTS\10218\DWG\PHASE 1\OVERALL CONCEPTUAL SHEET TAB2.DWG (11-24-10 10:39 AM) TRUSSELL

gfa Gourdie-Fraser

DATE: NOVEMBER 29, 2010



Request for a Sanitary sewer Availability Letter information Sheet

Date: 12/22/10

Date that we need the Availability letter: 1/17/2011

Project Name: The Village at Grand Traverse-Phase I Meijer's

Project Address: The South West corner of Lautner Road and M-72,
Acme Township, MI 49690

Letter addressed to: Steve Schooler

Company Name: The Village at Grand Traverse, LLC
3805 Edwards Road- Cincinnati, OH 45209

Contact Name: Steve Schooler

Contact E-mail: sschooler@anderson-realestate.com

Contact Phone Number: 513-366-3530

Contact Fax Number: 513-241-2637

Special Notes: Attached please find the Meijer utility summary capacity needed for Phase I of our development. At this time we are requesting a letter from your company that states the utility capacity for the Meijer Store can be met utilizing your current utility. Included is a site plan that locates the site at the proper road intersections. Please call with any further questions at the number above. Thanks in advance for your help.

Village at Grand Traverse - Phase I

UTILITY SUMMARY

STORE:

ELECTRIC: STD TRNF 1500 KVA, SECONDARY 277/480V, 3PH, 4W GRD WYE

PHONE: 100 PAIR COPPER OR EQUIVALENT FIBER OPTIC ENTRANCE CABLE

GAS: 10,000 CFH @ 5 PSI IF AVAILABLE (2 PSI MIN.)

WATER: 4" DIA. PIPE WITH 3 1/2" METER, 10,000 GPD SUMMER, 5,000 GPD WINTER 80 GPM PEAK USE, 55 PSI AFTER BACKFLOW PREVENTER

FIRE PROTECTION: 10" DIA. MIN., 1,575 GPM @ 35 PSI AT BASE OF RISER

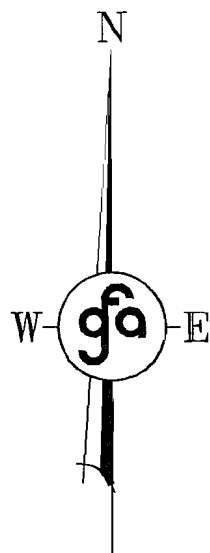
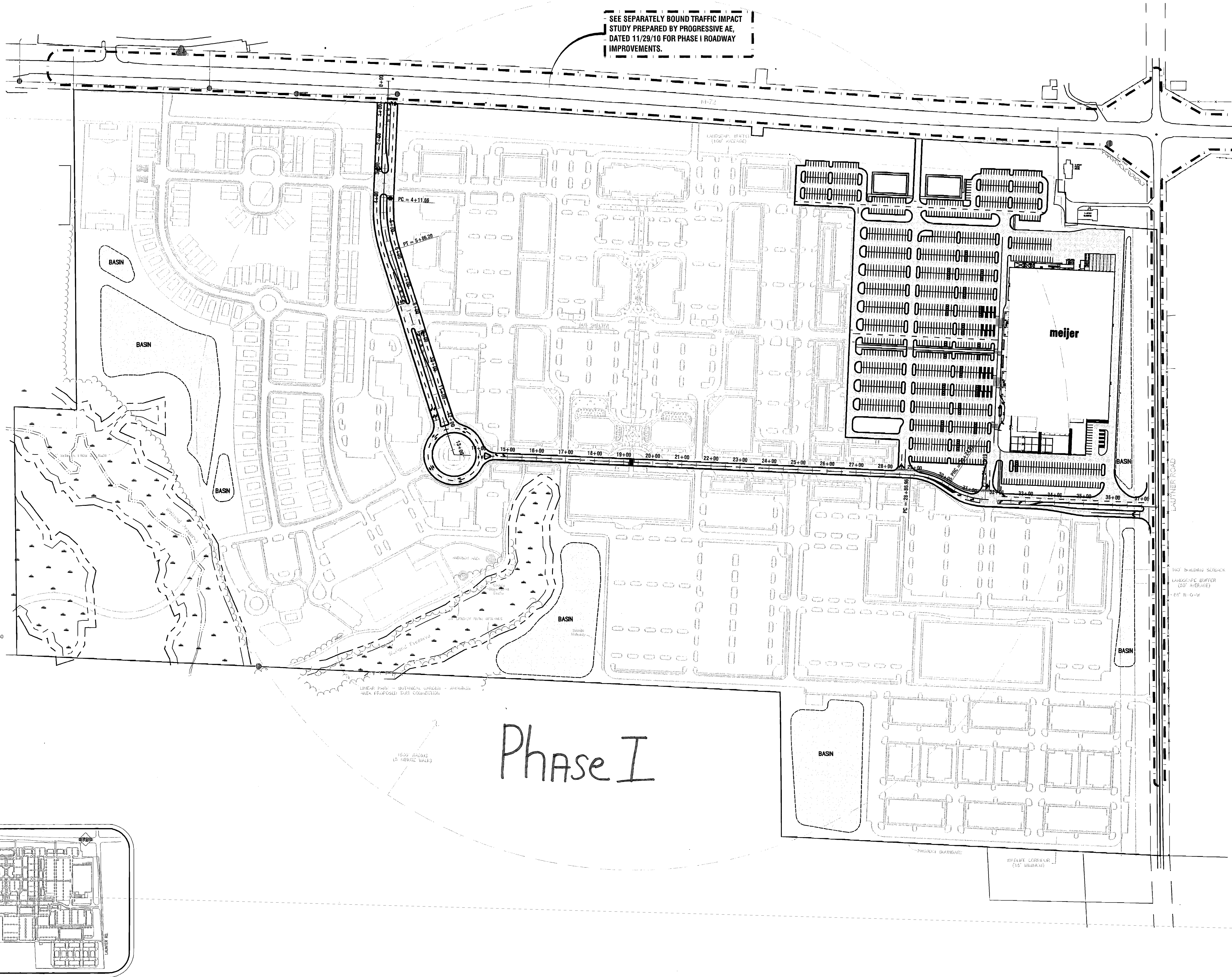
SANITARY SEWER: (1) 6" DIA. AND (1) 8" DIA., 5,000 GPD AVG., 40 GPM PEAK FLOW

meijer

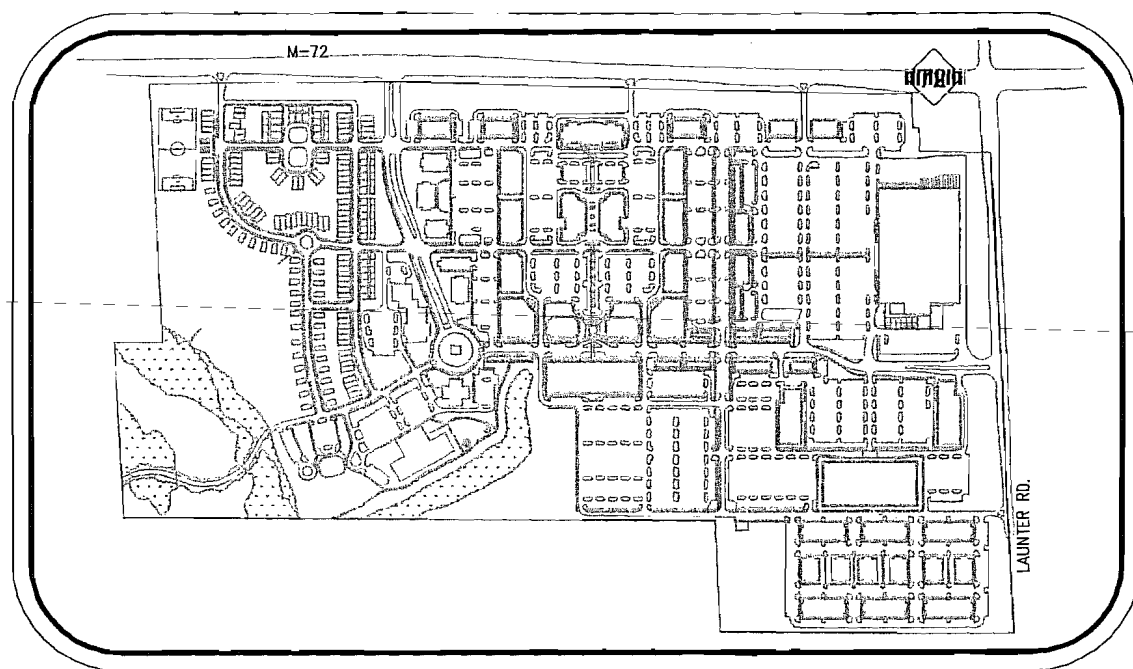
MEIJER DS1.92 / DS1.56

12/20/10

SEE SEPARATELY BOUND TRAFFIC IMPACT STUDY PREPARED BY PROGRESSIVE AE, DATED 11/29/10 FOR PHASE I ROADWAY IMPROVEMENTS.



GRAPHIC SCALE: 1 inch = 150 feet
0 75 150 300 450



LOCATION MAP
NO SCALE

Phase I

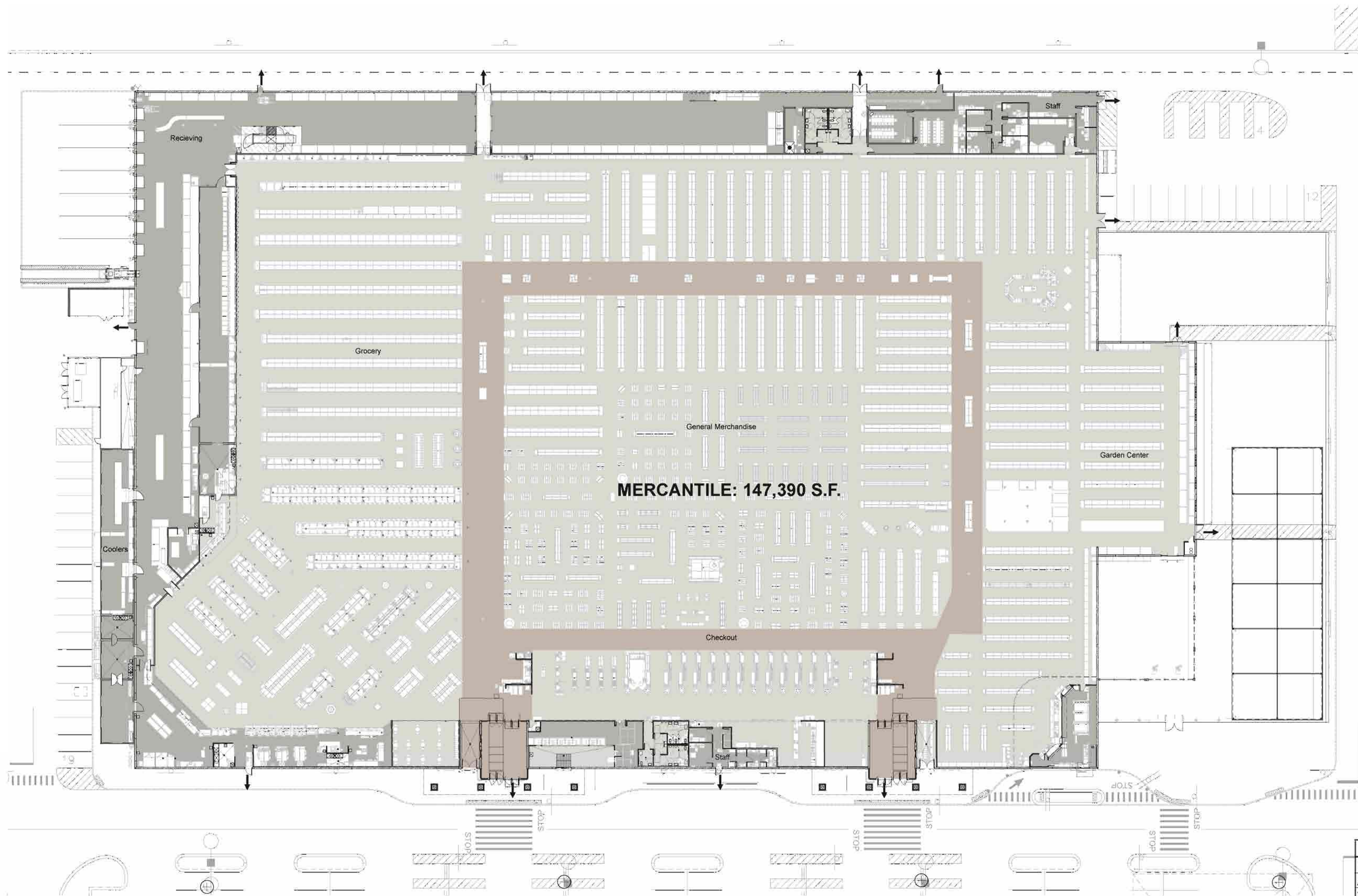
VILLAGE OF GRAND TRAVERSE, L.L.C.
THE VILLAGE AT GRAND TRAVERSE PHASE I
OVERALL PHASE I SITE PLAN
SECTION 2, TOWN 27 NORTH, RANGE 10 WEST
ACWE TOWNSHIP, GRAND TRAVERSE COUNTY, MICHIGIAN

REV#	DATE	DRN	DESC.
A	11/29/10	TDR	PHASE I SITE PLAN APPROVAL SUBMISSION

P.E.
TERRY BOYD, P.E.
DR: TCR
CHK: TB
DATE: 11/08/10
JOB NO.: 10218
SHT 1 OF 10

PH: 231.946.5874
FAX: 231.946.3703
WWW.GOURDIE-FRASER.COM
123 W. First Street
Traverse City, MI 49684

These documents are prepared in accordance with the contractual terms and conditions for this project.



AREA	SQ.FT.
MERCANTILE	147,390
ASSEMBLY	2,055
WORK/PREP AREAS	5,800
BUSINESS	5,400
STORAGE/MECH.	23,100
GARDEN CENTER	25,826
RESTROOMS	2 EACH
FAMILY RESTROOM	1

January 21, 2011

Sharon Vreeland
Manager
Acme Township
6042 Acme Road
Williamsburg MI 49690

RE: Sewer Capacity Determination for Meijer Project

Dear Sharon:

Thank you for contacting us to prepare a proposal to evaluate the existing sewer system in order to determine if capacity exists to handle the proposed Meijer store. We have reviewed the 2004 sewer report provided to us and feel that this provides the necessary framework to begin and complete the project efficiently. Of course we will need to complete our own verification of the report to better insure that any inaccuracies are not carried forward. It is our intent to perform a detailed analysis of Service District 6 and an analysis on East Bay Lift Station #2 as it appears these will be directly affected by the proposed Meijer project. An analysis downstream of East Bay Lift Station #2 is not considered in this proposal.

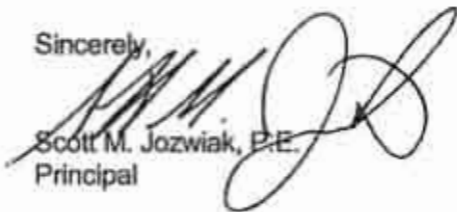
We prepared this proposal based on our understanding of the 2004 report and the request by Meijer. It appears from the 2004 study that provisions for the benefits attributable to Meijer project have been accommodated although specific flows were not listed. The overall scope is to take the existing information and add to it the discharges anticipated from Meijer along with the remaining benefits available to the subject area to determine if the existing system is sized appropriately. If infrastructure capacity at any location is determined to be insufficient, solutions will be prepared on a time and material basis since determining the most feasible solution may require an extensive analysis.

The analysis will be completed using information derived from the Ten States Standards for Wastewater Projects which is the standard that Michigan has adopted for both water and sewer systems. Consideration of wastewater strength in the system is not included in this evaluation nor is any update of population projections unless the information is provided.

If awarded the project, our efforts will begin immediately and provided that information is presented to us in a timely fashion, we anticipate completing the evaluation and report within two weeks.

Please review the proposal and if you identify any immediate concerns, omissions or question the intensity of the analysis, please contact me immediately. Thank you again for considering our firm for this project.

Sincerely,


Scott M. Jozwiak, P.E.
Principal

Client / Subcontractor
Sharon Vreeland Manager Acme Township 6042 Acme Road Williamsburg MI 49690 svreeland@acmetownship.org

Date:	January 26, 2011
Project ID:	2011-101
Project Name:	Acme Township Sewer Capacity Study for Meijer
Location:	Acme Township

Scope of Work

Prepare sewer capacity study for Acme and East Bay as it pertains to the increased flows attributed to the new Meijer facility located at Lautner and M-72. Specifically, this includes Service District 6 and East Bay Lift Station #2.

Work Performed

The following services are anticipated for this project:

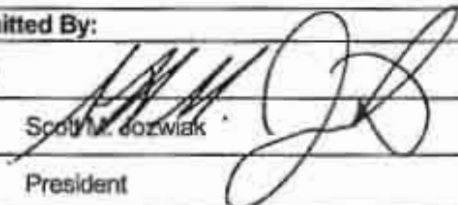
- Compile available data for the area of influence and the supporting equipment (i.e. pumps, record drawings, basis of design, etc.).
- Review in detail the previous sewer capacity study completed in 2004.
- Interview the Township and the DPW to determine if there are any initial concerns with the existing capacity and equipment or if there are ongoing maintenance items that may indicate signs of under sizing or overworking. Additionally, review the data identified in the 2004 study with both the Township and the DPW to insure that it is current with respect to overall system configuration and pump performances where applicable.
- Review existing benefits available to Service District 6
- Deliverables
 - o Provide written report of findings highlighting any points of concern.
 - o Provide copies of data obtained during review process.
 - o Provide concluding statement indicating system capacity for the inclusion of the Meijer facility.


Contract Price

The Owner shall pay the Professional for the above services an estimated total of \$5,200.

Reimbursables such as printing and copying will be invoiced separately.

Authorization

Submitted By:	
Signature	
Print Name	Scott M. Jozwiak
Title	President
Company	Jozwiak Consulting, Inc.
Date	January 21, 2011

Approved By (Owner):	
Signature	
Print Name	WAYNE J. KLADDER
Title	Supervisor
Company	Acme township
Date	Feb. 25, 2011

Contract Terms

Out of Scope Work Items

This Proposal was based on the Statement of the Project, work scope and/or drawings provided herein. If circumstances arise which require substantial or numerous changes to the conceptual design outlined in this proposal, including but not limited to unforeseen site conditions, Purchaser's preferences, and regulatory agency requirements, a Change Order may be required. At such time, Jozwiak Consulting will notify the Purchaser of the required changes, meet to discuss additional fees, and prepare the Change Order. Jozwiak Consulting reserves the right to cease work on the project until an agreement is reached and the agreed upon Change Order is signed by the Purchaser.

No Oral Agreements

It is expressly understood that all the items, agreements and conditions relating to this proposal are only those expressed in writing herein, and that there are no other representations, undertakings, terms, agreements or conditions of any kind other than those set forth in this proposal. No modification of this proposal shall be valid unless such modification is in writing and signed by all parties to this proposal.

Time for Acceptance / Approval

This proposal must be accepted by the Purchaser within thirty (30) days from the date hereof. If not accepted within that period, this proposal may be withdrawn at Jozwiak Consulting's sole discretion and the proposal considered void. A facsimile copy of this proposal containing Purchaser's signature shall be binding until the signed acceptance has been received by Jozwiak Consulting.

Payments

Unless otherwise addressed on this proposal, payment in full is due upon invoicing. In such cases where Jozwiak Consulting deems necessary, Interim / Progress billings will be invoiced and will be due in full upon invoicing.

Finance Charges: A finance charge of 18 percent per annum (1.5% per month) - or the maximum allowed by law shall be applied to all accounts which are thirty (30) days past due.

Non-Payment Default

If Purchaser shall fail to make a payment when due or breaches any agreement in this proposal, Purchaser will be deemed in default herewith. Purchaser shall pay all costs incurred by Jozwiak Consulting for collection, enforcement and defense of this proposal including agency and actual attorney fees. The rights, remedies and benefits provided by this proposal shall be cumulative and not exclusive.

Acceptance

All work performed and materials supplied shall be deemed accepted by Purchaser if not objected to, in writing, within ten (10) days of the completion of the project.

Cancellation

If client decides to discontinue the project, hours shall be calculated and charged at a rate of \$100.00 per hour. A refund of the remaining balance shall be returned within 60 days of cancellation notice. Cancellation should be in written form, mailed, emailed, or faxed.

Limitation of Liability

In acknowledgement of the relevant risks, benefits and rewards of the project to both the Engineer and the Purchaser, the parties agree that the risks have been allocated such that the Purchaser agrees that, to the fullest extent permitted by law, the Engineer's total liability to the Purchaser for any and all injuries, claims expenses, losses, damages or claims expenses (including litigation and attorney fees) arising out of this agreement from any cause shall not exceed the total fee paid to the Engineer under this agreement. Such causes shall include, but are not limited to, the Engineer's negligence, errors, omissions, breach of contract, or breach of warranty. Higher limits of liability are available at an additional cost, to be specified, prior to the commencement of services.

Standard of Performance

The Engineer will perform its professional services in accordance with the standard of care, skill and diligence normally provided by a competent Engineer in the performance of the services required under this Agreement.

Ownership of Documents

All documents, drawings, and other data collected or generated by Jozwiak Consulting, Inc. are the property of Jozwiak Consulting, Inc. Upon full payment of amounts due to Jozwiak Consulting, Inc., the Purchaser is entitled to copies of suitable drawings and final work products. Such documents furnished to the Purchaser are not intended or represented to be suitable for reuse by the Purchaser or others on extensions of the project or any other project. Any unauthorized reuse of documents will be at the Purchaser's sole risk and without liability or exposure to Jozwiak Consulting, Inc. WJK

All drawings, files, or other data in the form of electronic media generated by Jozwiak Consulting, Inc. are instruments of service and Jozwiak Consulting, Inc. shall be deemed the author of said data. Jozwiak Consulting, Inc. shall retain all common law, statutory law, and other rights, including copyrights. The Purchaser agrees that electronic media is the property of Jozwiak Consulting, Inc. and that no electronic media will be released unless prior written agreement between the Purchaser and Jozwiak Consulting, Inc. is made. WJK